

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

B E T W E E N:

**KEB HANA BANK as trustee of IGIS GLOBAL PRIVATE PLACEMENT REAL
ESTATE FUND NO. 301 and as trustee of IGIS GLOBAL PRIVATE PLACEMENT
REAL ESTATE FUND NO. 434**

Applicant

- and -

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

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**MOTION RECORD OF THE RECEIVER
VOLUME 2 OF 4
(*Re: Motion for Payment*)**

October 18, 2024

GOODMANS LLP
Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Brendan O'Neill LSO# 43331J
boneill@goodmans.ca

Christopher Armstrong LSO# 55148B
carmstrong@goodmans.ca

Mark Dunn LSO# 55510L
mdunn@goodmans.ca

Jennifer Linde LSO# 86996A
jlinde@goodmans.ca

Tel: 416.979.2211
Lawyers for the Receiver

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

B E T W E E N:

**KEB HANA BANK as trustee of IGIS GLOBAL PRIVATE PLACEMENT REAL
ESTATE FUND NO. 301 and as trustee of IGIS GLOBAL PRIVATE PLACEMENT
REAL ESTATE FUND NO. 434**

Applicant

- and -

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

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**SERVICE LIST
(As at September 23, 2024)**

OSLER, HOSKIN & HARCOURT LLP 100 King Street West, 1 First Canadian Place Suite 6200, P.O. Box 50 Toronto, ON M5X 1B8 Michael De Lellis Direct: 416.862.5997 E-mail: mdelellis@osler.com Jeremy Dacks Direct: 416.862.4923 E-mail: jdacks@osler.com Shawn Irving Direct: 416.862.4733 E-mail: sirving@osler.com Mark Sheeley Direct: 416.862.6791 E-mail: msheeley@osler.com <i>Counsel to the Applicant, KEB Hana Bank as trustee of IGIS Global Private Placement Real</i>	ALVAREZ & MARSAL CANADA INC. Royal Bank Plaza, South Tower 200 Bay Street, Suite 2900 P.O. Box 22 Toronto, ON M5J 2J1 Stephen Ferguson Direct: 416.847.5162 E-mail: sferguson@alvarezandmarsal.com Josh Nevsky Direct: 416.847.5161 E-mail: jnevsky@alvarezandmarsal.com Melanie MacKenzie Direct: 416.847.5158 E-mail: mmackenzie@alvarezandmarsal.com <i>Receiver</i>
---	---

<i>Estate Fund No. 301 and as trustee of IGIS Global Private Placement Real Estate Fund No. 434</i>	
GOODMANS LLP Bay Adelaide Centre – West Tower 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7 Brendan O’Neill Direct: 416.849.6017 E-mail: boneill@goodmans.ca Christopher Armstrong Direct: 416.849.6013 E-mail: carmstrong@goodmans.ca Mark Dunn Direct: 416.849.6895 E-mail: mdunn@goodmans.ca Jennifer Linde Direct: 416.849.6922 E-mail: jlinde@goodmans.ca <i>Counsel to the Receiver</i>	MORSE SHANNON LLP 133 Richmond Street West, Suite 501 Toronto, ON M5H 2L3 Jerome R. Morse Direct: 416.941.5867 E-mail: jrmorse@morseshannon.com David Trafford Direct: 416-941-5850 E-mail: dtrafford@morseshannon.com <i>Counsel to Mizrahi Inc., Sam M Inc., and Sam Mizrahi</i>
BORDEN LADNER GERVAIS LLP (BLG) Bay Adelaide Centre, East Tower 22 Adelaide Street West, Suite 3400 Toronto, ON, Canada M5H 4E3 Roger Jaipargas Direct: 416.367.6266 E-mail: RJaipargas@blg.com <i>Counsel to Mizrahi Inc., Sam M Inc., and Sam Mizrahi</i>	MCCARTER GRESPAN LAWYERS 539 Riverbend Drive, Kitchener, ON N2K 3S3 Avril Lavallee Direct: 519.571.8800 Ext. 135 E-mail: alavallee@mgbwlaw.com <i>Counsel to Mizrahi Inc., Sam M Inc., and Sam Mizrahi</i>
TORYS LLP 79 Wellington Street West, Unit 3300 Toronto, Ontario, M5K 1N2 David Bish Direct: 416.865.7353 E-mail: dbish@torys.com <i>Counsel to Coco International Inc. and 12823543 Canada Ltd.</i>	FOGLER RUBINOFF LLP 77 King Street West, Suite 3000, P.O. Box 95 Toronto, Ontario, M5K 1G8 Nina Perfetto Direct: 416.941.8866 E-mail: nperfetto@foglers.com David Levangie Direct: 416.864.7603 E-mail: dlevangie@foglers.com <i>Counsel to Coco International Inc. and 12823543 Canada Ltd.</i>

BABIN BESSNER SPRY LLP 185 Frederick St., Suite 101 Toronto, ON M5A 4L4 Edward J. Babin Direct: 416.637.3294 E-mail: ebabin@babinbessnerspry.com Cynthia L. Spry Direct: 416.637.3295 E-mail: cspry@babinbessnerspry.com Michael Bookman Direct: 647.725.2604 E-mail: mbookman@babinbessnerspry.com Brendan Monahan Direct: 416.637.3296 E-mail: bmonahan@babinbessnerspry.com <i>Counsel to CERIECO Canada Corp.</i>	AVIVA INSURANCE COMPANY OF CANADA c/o Westmount Guarantee Services Inc. 600 Cochrane Drive, Suite 205 Markham, ON L3R 5K3 Brian Argue Direct: 647.499.8249 X 203 E-mail: brian@westmountguarantee.com Marlon Brown Direct: 647.499.8249 X 205 E-mail: marlon@westmountguarantee.com
CHAITONS LLP 5000 Yonge Street, 10th Floor Toronto, Ontario M2N 7E9 Harvey Chaiton Direct: 416.218.1129 E-mail: harvey@chaitons.com <i>Counsel to Aviva Insurance Company of Canada</i>	SINGLETON URQUHART REYNOLDS VOGEL LLP 150 King St. West, Suite 2512 Toronto, ON M5H 1J9 Bruce Reynolds Direct: 416.585.8601 E-mail: breynolds@singleton.com <i>Counsel to Aviva Insurance Company of Canada</i>
HARRIS SHEAFFER LLP 4100 Yonge Street, Suite 610 Toronto, ON M2P 2B5 Michael J. Baum Direct: 416.250.2892 E-mail: mbaum@harris-sheaffer.com <i>Deposit Trustee</i>	HANA ALTERNATIVE ASSET MANAGEMENT CO., LTD. 21F, 66 Eulji-ro Jung-gu, Seoul 04538, Republic of Korea Cecilia Lee Manager, Alternative Investment Division E-mail: chmlee@hanafn.com
FASKEN MARTINEAU DuMOULIN LLP Bay Adelaide Centre, 333 Bay St. #2400 Toronto, ON M5H 2T6 Stuart Brotman Direct: 416.865.5419 E-mail: sbrotman@fasken.com Dylan Chochla Direct: 416.868.3425 E-mail: dchochla@fasken.com	MIZRAHI INC. 189 Forest Hill Road Toronto, ON M5P 2N3 Sam Mizrahi E-mail: sam@mizrahidevelopments.ca

Daniel Richer Direct: 416.865.4445 E-mail: dricher@fasken.com <i>Counsel to NongHyup Bank, in its capacity as trustee of Hana Private Real Estate Investment Trust No. 137</i>	
SAM MIZRAHI 189 Forest Hill Road Toronto, ON M5P 2N3 Sam Mizrahi E-mail: sam@mizrahidevelopments.ca	SAM M INC. 189 Forest Hill Road Toronto, ON M5P 2N3 Sam Mizrahi E-mail: sam@mizrahidevelopments.ca
JENNY COCO 271 Spadina Road, 5th Floor Toronto, ON M5R 2V3 Jenny Coco E-mail: jcoco@cocogroup.com	ROCKY COCO 271 Spadina Road, 5th Floor Toronto, ON M5R 2V3 Rocky Coco E-mail: rcoco@cocogroup.com
DLA PIPER (CANADA) LLP 1 First Canadian Place, Suite 6000 100 King StrAeet West Toronto, ON M5X 1E2 Edmond F .B. Lamek Direct: 416.365.4444 Email: edmond.lamek@dlapiper.com Danny M. Nunes Direct: 416.365.3421 Email: danny.nunes@dlapiper.com <i>Counsel to Hyatt Hotels of Canada Inc.</i>	HYATT HOTELS OF CANADA, INC. 150 North Riverside Plaza Chicago, IL 60606 Mark Sweeney Direct: 312.780.2928 Email: mark.sweeney@hyatt.com
SPEIGEL NICHOLS FOX LLP 1 Robert Speck Parkway, Suite 200 Mississauga, Ontario L4Z 3M3 Allison J. Speigel Direct: 905.366.9700 Ext. 280 E-mail: allison@ontlaw.com <i>Counsel to Mappro Realty Inc.</i>	NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street, Suite 3000, P.O. Box 53 Toronto, ON M5K 1E7 Evan Cobb Direct: 416.216.1929 E-mail: evan.cobb@nortonrosefulbright.com <i>Counsel to Read Jones Christoffersen Ltd.</i>
TORYS LLP 79 Wellington St. W., Suite 3000 Box 270, TD Centre Toronto, ON M5K 1N2	MILLER THOMSON LLP Vaughan Metropolitan Centre 100 New Park Place, Suite 700 Vaughan, ON L4K 0H9

Adam Slavens Direct: 416.865.7333 E-mail: aslavens@torys.com <i>Counsel to Tarion Warranty Corporation</i>	Enzo Di Iorio Direct: 905.532.6613 ediiorio@millerthomson.com Paul Guaragna Direct: 905.532.6679 pguaragna@millerthomson.com <i>Counsel to Innocon by its general partners Innocon Inc., Heidelberg Materials Canada Limited/Materiaux Heidelberg Canada Limitee, Lehigh Hanson Materials Limited, Lafarge Canada Inc. and Allmix Concrete Inc.</i>
GARDINER ROBERTS LLP Bay Adelaide Centre, East Tower 22 Adelaide Street West, Suite 3600 Toronto, ON M5H 4E3 S. Michael Citak Direct: 416.865.6706 E-mail: mcitak@grllp.com <i>Counsel to PSR Brokerage Ltd.</i>	BISCEGLIA AND ASSOCIATES P.C. 9100 Jane Street Suite 200, Building A Vaughan, ON L4K 0A4 Emilio Bisceglia Direct: 905.695.3100 E-mail: ebisceglia@lawtoronto.com <i>Counsel to Cult Iron Works Limited</i>
COZEN O'CONNOR LLP Bay Adelaide Centre - North Tower 40 Temperance Street, Suite 2700 Toronto, Ontario M5H 0B4 Steven Weisz Direct: 647.295.2616 E-mail: sweisz@cozen.com Heidi Esslinger Direct: 236.317.6885 E-mail: hesslinger@cozen.com <i>Counsel to Mizrahi Inc.</i>	MCMILLAN LLP Suite 4400, 181 Bay Street Toronto ON M5J 2T3 Glenn Grenier Direct: 416.307.4005 E-mail: glenn.grenier@mcmillan.ca Jeffrey Levine Direct: 416.865.7791 E-mail: jeffrey.levine@mcmillan.ca <i>Counsel to Gamma Windows and Walls International Inc.</i>
RESERVE SUITES CORPORATION 110 Eglinton Ave. East, Suite 500 Toronto, ON M4P 2Y1 Sheldon Fenton E-mail: shelley@reserveinvest.com Shane Fenton E-mail: shane@reserveinvest.com	KSV RESTRUCTURING INC. 220 Bay Street, 13th Floor, PO Box 20, Toronto, Ontario, M5J 2W4 Bobby Kofman Direct: 416.932.6228 E-mail: bkofman@ksvadvisory.com <i>Receiver and manager of Mizrahi (128 Hazelton) Inc., Mizrahi 128 Hazelton Retail Inc., Sam M (180 SAW) LP Inc. and Sam M (180 SAW) Inc.</i>

NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street, Suite 3000, P.O. Box 53 Toronto, ON M5K 1E7 Jenny Stam Direct: 416.202.6707 E-mail: jennifer.stam@nortonrosefulbright.com <i>Counsel to KSV Restructuring Inc., as receiver and manager of Mizrahi (128 Hazelton) Inc., Mizrahi 128 Hazelton Retail Inc., Sam M (180 SAW) LP Inc. and Sam M (180 SAW) Inc.</i>	CASSELS BROCK & BLACKWELL LLP Suite 3200, Bay Adelaide Centre - North Tower 40 Temperance Street Toronto, ON M5H 0B4 Jane Dietrich Direct: 416.860.5223 E-mail: jdietrich@cassels.com Jason Arbuck Direct: 416.860.6889 E-mail: jarbuck@cassels.com <i>Counsel to Constantine Enterprises Inc.</i>
TORKIN MANES LLP 151 Yonge Street, Suite 1500 Toronto, ON M5C 2W7 Jeffrey J. Simpson Direct: 416.777.5413 E-mail: jsimpson@torkin.com Ryan Hauk Direct: 416.643.8810 E-mail: rhauk@torkin.com <i>Counsel to CORE Architects Inc.</i>	KELLY SANTINI LLP 160 Elgin St., Suite 2401 Ottawa ON K2P 2P7 John Melia Direct: 613.238.6321 ext. 292 E-mail: jmelia@kellysantini.com Jason Dutrizac Direct: 613.238.6321 ext. 108 E-mail: jdutrizac@kellysantini.com Kara Takagi Direct: 613-238-6321 ext. 392 E-mail: ktakagi@kellysantini.com <i>Counsel to Modern Niagara Toronto Inc.</i>
GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, Suite 1600 Toronto, Ontario, M5G 1V6 Robert J. Drake Direct: 416.597.5014 E-mail: drake@gsnh.com Leonard Finegold Direct: 416.597.3376 E-mail: finegold@gsnh.com	DENTONS CANADA LLP 99 Bank Street, Suite 1420 Ottawa, ON K1P 1H4 Kenneth D. Kraft Direct: 416.863.4374 E-mail: kenneth.kraft@dentons.com Phil M. Rimer Direct: 613.783.9634 E-mail: philip.rimer@dentons.com

Ministries / Government Entities / Regulatory Authorities

CANADA REVENUE AGENCY 1 Front Street West Toronto, ON M5J 2X6 General E-mail Inbox E-mail: agc-pgc.toronto-tax-fiscal@justice.gc.ca	DEPARTMENT OF JUSTICE (CANADA) Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 General E-mail Inbox E-mail: agc-pgc.toronto-tax-fiscal@justice.gc.ca
MINISTRY OF FINANCE (ONTARIO) Insolvency Unit, Legal Services Branch 11-777 Bay Street Toronto, ON, M5G 2C8 General E-mail Inbox E-mail: insolvency.unit@ontario.ca	CITY SOLICITOR'S OFFICE City of Toronto Station 1260, 26th Floor Metro Hall, 55 John Street Toronto, ON M5V 3C6 Christopher J. Henderson Direct: 416.397.7106 E-mail: Christopher.Henderson@toronto.ca Georgia Tanner Direct: 416-392-8364 E-mail: Georgia.Tanner@toronto.ca
HOME CONSTRUCTION REGULATORY AUTHORITY 40 Sheppard Ave. W, Suite 400 Toronto, ON M2N 6K9 Wendy Moir E-mail: wendy.moir@hcraontario.ca Marc Spector E-mail: marc.spector@hcraontario.ca James Ryu E-mail: james.ryu@hcraontario.ca General E-mail Inbox E-mail: info@hcraontario.ca	

E-MAIL DISTRIBUTION LIST:

mdelellis@osler.com; jdacks@osler.com; sirving@osler.com; msheeley@osler.com;
rdavidge@osler.com; boneill@goodmans.ca; carmstrong@goodmans.ca; jlinde@goodmans.ca;
mdunn@goodmans.ca; sstothart@goodmans.ca; sferguson@alvarezandmarsal.com;
jnevsky@alvarezandmarsal.com; mmackenzie@alvarezandmarsal.com;
fmak@alvarezandmarsal.com; asterling@alvarezandmarsal.com;
ekrieger@alvarezandmarsal.com; RJaipargas@blg.com; jmorse@morseshannon.com;
dtrafford@morseshannon.com; alavallee@mgbwlaw.com; nperfetto@foglers.com;
dlevangie@foglers.com; dbish@torys.com; ebabin@babinbessnerspry.com;
cspry@babinbessnerspry.com; mbookman@babinbessnerspry.com;
bmonahan@babinbessnerspry.com; brabinovitch@babinbessnerspry.com;
zpringle@babinbessnerspry.com; brian@westmountguarantee.com;
marlon@westmountguarantee.com; mbaum@harris-sheaffer.com; chmlee@hanafn.com;
sbrotman@fasken.com; dchochla@fasken.com; dricher@fasken.com;
sam@mizrahidevelopments.ca; jcoco@cocogroup.com; rcoco@cocogroup.com; agc-
pgc.toronto-tax-fiscal@justice.gc.ca; insolvency.unit@ontario.ca;
Christopher.Henderson@toronto.ca; Georgia.Tanner@toronto.ca; edmond.lamek@dlapiper.com;
danny.nunes@dlapiper.com; mark.sweeney@hyatt.com; wendy.moir@hcraontario.ca;
marc.spector@hcraontario.ca; info@hcraontario.ca; james.ryu@hcraontario.ca;
allison@ontlaw.com; evan.cobb@nortonrosefulbright.com; harvey@chaitons.com;
breynolds@singleton.com; aslavens@torys.com; ediorio@millerthomson.com;
pguaragna@millerthomson.com; mcitak@grllp.com; ebisceglia@lawtoronto.com;
sweisz@cozen.com; hesslinger@cozen.com; glenn.grenier@mcmillan.ca;
jeffrey.levine@mcmillan.ca; shelley@reserveinvest.com; shane@reserveinvest.com;
bkofman@ksvadvisory.com; jennifer.stam@nortonrosefulbright.com; jdietrich@cassels.com;
jarbuck@cassels.com; jsimpson@torkin.com; rhauk@torkin.com; jmelia@kellysantini.com;
jdutrizac@kellysantini.com; ktakagi@kellysantini.com; drake@gsnh.com; finegold@gsnh.com;
kenneth.kraft@dentons.com; philip.rimer@dentons.com

INDEX

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

B E T W E E N:

**KEB HANA BANK as trustee of IGIS GLOBAL PRIVATE PLACEMENT REAL
ESTATE FUND NO. 301 and as trustee of IGIS GLOBAL PRIVATE PLACEMENT
REAL ESTATE FUND NO. 434**

Applicant

- and -

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

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

INDEX

Tab	Document	Page No.
Volume 1		
1.	Notice of Cross-Motion dated October 18, 2024	16
2.	Fifth Report of the Receiver dated October 11, 2024	34
1.	Appendix “1” – Receivership Order dated October 18, 2023	132
2.	Appendix “2” – Letter to Goodmans from MI dated June 14, 2024	154
3.	Appendix “3” – Receiver’s Email dated November 26, 2023	177
4.	Appendix “4” – Receiver’s Revised Analysis	181
5.	Appendix “5” – October 2023 and November 2023 Payment Letters and covering emails	183
6.	Appendix “6” – December 2023 Payment Letters and covering emails	206
7.	Appendix “7” – Clark Construction Management Inc. Contract dated July 2017	216
8.	Appendix “8” – E-mail sent by Mark Kilfoyle (MI’s CFO) to Jenny Coco on November 9, 2017 and Jenny Coco’s responding e-mail sent to Mark Kilfoyle	288
9.	Appendix “9” – GC Agreement dated May 14, 2019	293

Tab	Document	Page No.
Volume 2		
10.	Appendix “10” – Altus Preliminary Report No. 1 as at July 31, 2019 [Confidential]	342
11.	Appendix “11” – Mediator’s Proposal dated November 26, 2019	577
12.	Appendix “12” – E-mail exchange dated February 28, 2020	586
13.	Appendix “13” – CCM Termination Notice dated October 26, 2020	590
14.	Appendix “14” – Email from Sam Mizrahi to Mike Clark dated May 18, 2020	592
15.	Appendix “15” – Email from Sam Mizrahi to Jenny Coco dated October 26, 2020	594
16.	Appendix “16” – Written Submissions from Coco dated November 6, 2020	596
17.	Appendix “17” – Responding Written Submissions from Mizrahi dated November 9, 2020	626
18.	Appendix “18” – Payment Listing requesting Funds re: Senior Secured Lenders dated January 2021	631
19.	Appendix “19” – Example of an MI Staff Invoice [Confidential]	639
20.	Appendix “20” – Control Agreement dated May 2021	642
21.	Appendix “21” – Amendment to the GC Agreement dated May 4, 2022	650
22.	Appendix “22” – E-mail from MI to Altus sending the Unilateral Amendment dated August 28, 2023	654
23.	Appendix “23” – Arbitration Award dated June 24, 2023	703
24.	Appendix “24” – Control Resolution dated August 6, 2022	715
25.	Appendix “25” – Excerpts from the Payment Listings from August 2022 to September 2023	719
Volume 3		
26.	Appendix “26” – Cost to Date Report No. 1 as of March 12, 2024 [Confidential]	850
27.	Appendix “27” – Project Budget and Cost to Complete [Confidential]	871
28.	Appendix “28” – Preliminary Schedule [Confidential]	873
29.	Appendix “29” – Summary of KDC’s Relevant Experience	876
30.	Appendix “30” – Issues Log from KDC	879
31.	Appendix “31” – Excerpts from the Altus Reports [Confidential]	886

Tab	Document	Page No.
32.	Appendix “32” – MI’s Monthly Construction Management Report for October 2023	957
33.	Appendix “33” – Report by KDC dated December 31, 2023 [Confidential]	1112
34.	Appendix “34” – Memo to File - MI CM Issues dated January 2, 2024 [Confidential]	1288
35.	Appendix “35” – KDC Memo regarding Outstanding MI Deliverables dated January 18, 2024	1290
36.	Appendix “36” – Altus' Schedule Validator Report dated January 23, 2024	1293
Volume 4		
37.	Appendix “37” – Core Architects Inc.'s Construction Progress Report dated February 16, 2024 [Confidential]	1323
38.	Appendix “38” – MI Factum dated August 7, 2024	1487
39.	Appendix “39” – Summary of SKYGRiD Fees Chart	1495
40.	Appendix “40” – KDC Report dated August 21, 2024 [Confidential]	1497
41.	Appendix “41” – E-mail dated May 1, 2023	1506
42.	Appendix “42” – Correspondence dated October 5, 2023	1510
43.	Appendix “43” – Receivers’ letters to the Defaulting Purchasers dated May 1, 2024	1516
44.	Appendix “44” – Correspondence dated May 15, 2024	1531
45.	Appendix “45” – Marketing Agency Agreement with Magix Technologies LLC effective July 13, 2022	1534
46.	Appendix “46” – Correspondence re Senior Secured Lenders approved Magix	1546
47.	Appendix “47” – Listing Agreements with Royal LePage dated November 29, 2021 and March 11, 2022	1555
48.	Appendix “48” – Receiver’s calculation of the CM Fee overpayment to MI	1586
49.	Appendix “49” – Invoice from 1118741 Ontario Limited o/a Irpinia Kitchens dated February 2, 2023	1589
50.	Appendix “50” – Royal Bedrock Inc. invoices to SKYGRiD for the material required by the Project	1593
51.	Appendix “51” – Internal correspondence between MI employees relating to Royal Bedrock Inc.’s materials	1596
52.	Appendix “52” – Letter from MI to the Receiver dated May 29, 2024	1600

Tab	Document	Page No.
53.	Appendix “53” – Documents relating to payment of \$719,121.49 to MI	1603
3.	Notice of Dispute of Lien Claim and Referral for Determination dated October 18, 2024	1611

2

CONFIDENTIAL APPENDIX “10”
ALTUS PRELIMINARY REPORT NO. 1 AS AT JULY 31, 2019

CONFIDENTIAL APPENDIX OMITTED

APPENDIX “11”
MEDIATOR’S PROPOSAL DATED NOVEMBER 26, 2019

The One – Mediator's Proposal

I am not entirely sure that the proposal I am about to make is the right way to deal with this situation but, frankly, I have run out of alternatives, and it is my observation that, after more than two months, the parties have run out of patience for this ongoing mediation process. A mediator's proposal made jointly to the parties to a dispute is the exception, not the rule. I have only done it a few times in the past 20 years. The reason that it is generally avoided is that, once made, if either or both parties reject it, there is really no choice but for the mediator to terminate the process.

The proposal that I am going to outline in a few minutes is, first and foremost, based on my assessment of the needs and interests of the parties and, to the best of my ability, represents an attempt to balance those needs and interests as equitably and fairly as I can. Both sides have exhibited extraordinary levels of anxiety with respect to the behaviour of the other, and no resetting of the relationship will ultimately be successful unless those anxieties and concerns can be addressed to the greatest extent possible. This is essential to re-establishing the stability that will allow the successful completion and delivery of the project.

Both parties should be highly motivated to reset the relationship and re-establish stability. The Coco entities have a very significant financial incentive to see the project delivered on time and on budget with no further disruptions caused by the contentious relationship between the parties. MI has a huge reputational investment in seeing this project through to its successful completion. Both parties must find ways to get past their historical animosity and distrust to achieve these objectives. This is not merely desirable; it is essential. This proposal is designed to promote that goal.

Second, my proposal is not grounded primarily in the existing agreements between the parties which, as we have discussed, were in many respects, poorly drafted and fail to address, with any real degree of precision, the rights and obligations of the parties in a number of contentious areas. In fact, many of the aspects of this proposal have no grounding whatsoever in the existing contractual agreements. This gives me the freedom to be more creative in trying to craft a resolution that best meets the needs of the parties. If, however, this proposal is rejected by one or both parties, and I am required to arbitrate the dispute, I will be legally required to restrict myself to the interpretation and enforcement of the agreements the parties have entered into and will have far less scope for creativity than what I am trying to achieve here.

Third, it is, in part, based on my perceptions formed over the past 2 ½ months of the strengths and weaknesses of each side's organization and the desire to capitalize on those characteristics most effectively for the benefit of the project. The individuals and their organizations both have demonstrable capabilities in various areas that should be exploited to produce the best possible result under all the circumstances. To the extent that I have adjusted the fee structure, it is intended to incentivize and motivate each party to invest its time and efforts in a manner most likely to benefit the project.

Fourth, I am concerned, at one and the same time, with both transparency and opaqueness. Given the history and apparent distrust that has developed, complete transparency going forward is a must, not just with respect to financial matters, but in regard to all aspects of the project. On the other hand, reputations are at stake, and it is imperative that, to the outside world, there must be no perceived change or suggestion that there is dissension between the parties. I am concerned not just with the reputational damage that could be done to each participant and their respective organizations, but also with respect to the reputation of the project itself, which must still achieve approximately 50% or more of its residential revenue from new sales. Purchasers of units in this price range are going to be extremely sensitive to any negative rumours or publicity. That must be avoided at all costs.

Finally, and perhaps most significantly, this proposal recognizes the simple fact that things have changed. Without any attempt on my part to assign blame for the series of events that have occurred, which is beyond my mandate, when the parties entered into the current arrangement, they were full of optimism with respect to the success of the project, from every perspective. It was expected to be very profitable and stand as a significant project in the City, enhancing the profile of the owners and all of the consultants who had anything to do with it. While it still has the opportunity to deliver on its promise as a landmark project, by all indications, it is not expected to be profitable to any significant extent and, indeed, the major equity investor may not recover the entirety of her initial investment and preferred return. This reality must be factored into any adjustment to the relationship.

This proposal has many separate aspects to it. I have attempted to address all of the outstanding issues that have been raised by either party. Each side will like some of what I am proposing and find other aspects less appealing. As I go through the points, I will try to give you some candid insight into my thinking on each point, so that you will have a fuller appreciation of how my proposal addresses each of the objectives that I have just reviewed.

Recognizing that some aspects will not be well received by one party or the other, I simply ask that you reserve judgement until you have heard the entire proposal, and then evaluate it in its totality. You will not, of course, be expected to accept or reject the proposal today without an opportunity to take it away, discuss it with your advisors, and decide whether acceptance is preferable to an arbitrated resolution. On that note, this is my proposal. For the sake of simplicity, I will simply refer to the parties as MI and Coco:

- 1) A major point of contention between the parties relates to financial controls and administration. Again, I do not intend to go into the competing positions of the parties with respect to how things were handled in the past. We must focus on the future. By financial controls and administration, I am not simply referring to the source and use of funds coming into and out of the project, but the disciplined use of basic financial control measures common to most successful businesses

to manage their affairs, provide management personnel with up-to-date information for decision-making purposes, and the avoidance of loss due to misappropriation or impropriety.

Most of the things I am talking about are covered in first- or second-year accounting courses. I am referring to things such as budgets that are realistically established and regularly updated, financial obligations that are incurred in accordance with those budgets and reflected in formal contracts or purchase orders approved before work is undertaken, the proper processing and approval of change orders or change directives, segregated bank accounts, dual signatures on financial obligations and payments, and regular, timely, and accurate monthly reporting to stakeholders. With a properly managed financial administration system with appropriate controls, there should be no surprises.

Based on my cursory review, I am not satisfied that all of these disciplines are currently being employed with the kind of diligence necessary to satisfy a substantial investor in the project. More importantly, the investor has grave concerns in this regard. This has resulted in conflict and bad will between the parties and, at times, has resulted in delayed payments to third parties which jeopardize the reputations of the principals and the project. This cannot continue.

My proposal would see the transition of the financial administration and control for this project from MI to Coco coupled with the introduction of a new individual, Maria Rici, who will be charged with oversight of this aspect of the project. Maria Rici has been sourced by Coco through a third-party search firm. I have shared her resume with MI. She is a chartered accountant whose specific background, training, and experience seem to be perfectly suited to undertaking this responsibility.

Although she will be employed by Coco and work out primarily out of the Coco offices, for the sake of maintaining opaqueness with the outside world, she will be given the designation of Financial Controller, or some other suitable title, of MI and have joint signing authority with another designated individual or individuals at MI on the segregated MI project bank account. She will work under the direction of Coco and develop approval mechanisms within the Coco organization acceptable to them but, going forward, under her Financial Controller title with MI, she will be the face of the financial administration and control function for the project. Jenny Coco and Sam Mizrahi will continue to co-sign the draws from the KEB account that fund the segregated MI bank account. It is my intention that outside trades, suppliers, and consultants, will have no transparency into the relationship and simply assume that she is co-signing on behalf of and as an officer of MI.

It is expected that, so long as all financial obligations conform to the control mechanisms reviewed above, all payments to trades, suppliers, and consultants will be made on a timely basis. If financial obligations are incurred outside of approved hard and soft cost budgets, without contracts or purchase orders in place, or otherwise do not conform to the financial control requirements, delays will occur, and ultimately, payment may have to be submitted to the adjudication process outlined below. Everyone in both organizations must be fully committed to these disciplines.

By way of example, if costs of any sort are incurred that are not reflected in the appropriate up-to-date budgets, are not backed up by the proper paperwork, or, for example, in the case of change orders, have not been reviewed and approved by representatives of both parties after they have been recommended for approval by Mike Clark, they will not be paid unless both parties agree or they have been submitted to adjudication under the procedure described below.

Moreover, to address any issues regarding financial transparency, Ms. Rici will institute a comprehensive system of monthly reporting of cash flows, source and use of funds, account balances, and hard and soft cost budget variances, such that both parties will be fully informed on a regular basis of the financial condition of the project.

- 2) In my view, nothing useful is to be gained by undertaking a comprehensive historical audit of the project from 2014 forward. An audit was performed by BDO and, as I understand, disclosed no issues. There does not appear to be any real concern that funds from lenders have not ultimately been used to satisfy legitimate project expenses. A comprehensive audit at this point in time will be disruptive and delay the implementation of the transition measures outlined above. Nothing, however, negates the right that either party has under the existing agreements to have the financial statements of the project audited on an annual basis.
- 3) The HST reserve of approximately \$1.2 million, which is currently held partly in the non-segregated MI account and partly in the segregated MI account, and which exists to protect MI against a potential CRA assessment associated with the structure of the Cereico financing, will be paid into a joint trust account or used to purchase of a GIC, to be held pursuant to a simple trust agreement providing that, in the event of an adverse CRA assessment, the funds will be remitted to the CRA in accordance with the assessment. So long as the funds have been remitted, so that MI is not at risk, either party shall be free to challenge the assessment.
- 4) The parties will immediately execute an acknowledgement of debt and tolling agreement indicating the principal and accumulated interest as at November 30, 2019.

- 5) Coco will be paid the approximately \$6 million of entitlement as per the previously agreed upon schedule in three payments in the first quarter of 2020.
- 6) There will be no change to the existing real estate commission structure payable to MI in respect of past and future sales.
- 7) Each party will be entitled to reserve one unit of their choice with the benefit of a reduced deposit equal to 50% of the deposit payable by arm's-length parties. All other units reserved must be on the standard terms and conditions regarding price and deposits.
- 8) Given the financial realities referred to above, the project cannot afford upward spiraling fees and administration costs. At the same time, appropriate market or near-market compensation must be paid for the services necessary to successfully complete the project. In light of the proposed change in responsibilities, the existing fee structure will be revised and reflected in an amended Development Management Agreement.

The Development Fee of \$30 million as per the original agreement, which has been earned and paid in full, does not change.

The Construction Management Fee of 5% of the hard construction costs, currently estimated at approximately \$560 million, will be reduced to 3.5%, of which 1.5% will continue to be paid to Mike Clark, and the remaining 2% will be paid to MI in respect of its ongoing, but reduced, construction management duties.

A new Financial Administration Fee will be paid to Coco equal to 0.5% of the future hard construction costs to offset those financial administration expenses, including the retainer of Maria Ricci and any necessary support staff.

A Residential Management Fee will be paid to MI in respect of all existing and future residential sales equal to 2.0% of the selling price, including upgrades and extras. 50% of this fee will be payable upon entering into a firm agreement of purchase and sale with payment of the appropriate deposit, and the remaining 50% will be paid on closing of each unit. The second 50% will not, however, be earned and payable unless an application for an additional six floors is submitted to the City on or before December 31, 2020.

This fee will include all efforts and services rendered associated with marketing and selling the remaining units, including all creative direction provided by Sam Mizrahi. It is intended to include everything save and except for services provided by arm's-length consultants and suppliers, save and except for the current real estate commission structure, which as I have already said, remains the same. To be more specific, Sam will no longer mark up third-party marketing invoices.

To the extent that construction management fees to date have been paid in accordance with the original structure, any such fees received to date in excess of the new percentage (3.5%) will be offset against the Residential Management Fee otherwise payable for residential sales made to date. For example, assuming for the sake of illustration that there have been \$100 million of hard costs expended to date and that there are currently \$500 million of firm residential sales. MI would be entitled to receive \$5 million in Residential Management Fee at this time (i.e. 1% of current sales), less \$1.5 million of Construction Management Fees received to date (i.e. 1.5% of \$100 million) for a net payment of \$3.5 million. Going forward, MI will receive Construction Management Fees at the reduced level of 3.5%, of which 1.5% will be paid to Mike Clark, and 1% on all new sales, plus a further 1% of total sales at the time of the closing each unit.

Assuming hard construction costs of approximately \$560 million and residential sales of \$1 billion, the anticipated fees earned by MI are as follows:

Development Management Fee	\$30.0 million
Construction Management Fee (net of Mike Clark)	\$11.2 million
Residential Management Fee	<u>\$20.0 million</u>
Total	\$61.2 million

As noted above, this does not include the real estate commissions under the current structure.

- 9) This brings me to the issue of compensation for historical and future overheads. The existing contractual agreement makes vague but unhelpful reference to this entitlement on the part of MI, as it provides no basis or formula for determining how this recovery is to be calculated. On the other hand, Coco takes the position that overheads were to be included within the negotiated fees. Neither does the contract support this position. Regrettably, MI made no demand in this regard for the better part of five years, and this makes it extremely difficult, if not impossible to assess MI's entitlement to the requested \$3.3 million. To do so would require a retroactive allocation based on the total overhead of the organization in each year and the percentage of time and effort devoted to each of the ongoing projects during that period. It is now impossible to do that with any accuracy. Accordingly, it is my proposal that MI be allowed a lump sum payment of \$2 million to cover overhead and administration costs for the years 2014 through and including 2019. To the extent that MI has taken any amount greater than this, it must be refunded to the project. Moreover, I have established the above-noted proposed revised fee structure on the basis that it will include all overhead and administrative costs incurred by each party, so that it will be unnecessary to deal with this issue in the final 2 to 3 years of the project.
- 10) As noted above, this proposal is intended to resolve all outstanding issues between the parties and eliminate, to the greatest extent possible, the existing strife affecting the relationship. The agreement must include a full and final

release of all issues identified to date, coupled with a strong non-disparagement and confidentiality provision.

- 11) Certain invoices related to marketing, reporting, and legal fees have been outstanding and are overdue for payment. To protect the integrity of the project, they must be paid immediately, subject to the right of either party to submit to me any dispute with respect to whether those invoices involve proper project expenses.
- 12) Finally, I propose that the agreement include a two-phase dispute resolution process. The first phase, which I will refer to as adjudication, is designed to protect the project against harm caused by deferred or delayed payments of trades, suppliers, and consultants, thereby resulting in delayed performance or, in extreme cases, the imposition of liens and the commencement of litigation. To ensure the timely resolution of all such disputes, either party may refer any matter to me for adjudication on an expedited basis. I will provide a set of rules governing this aspect of the process.

Because of the need for an expeditious decision, the process will not involve a full record of evidence or legal argument, or all of the usual due process safeguards but, rather, will be based on informal submissions made to me by the parties and the examination by me of any documents that I require. Generally speaking, this process is designed to have all submitted disputes resolved within a maximum of 30 days. Any decision I make will, however, only be provisionally binding on the parties, such that payments will be made, or other steps taken, on an interim basis in accordance with my decision.

Any such adjudication decision may, however, at the instance of either party be submitted to me for subsequent arbitration, after my adjudicative decision has been carried out. As the arbitration process will follow the more normal procedural protocols, which may involve the submission of further evidence or legal argument, I will not be bound by my earlier expedited decision and will revisit the matter in light of all of the facts and circumstances disclosed through the arbitration process. If my subsequent arbitral decision produces a different result, I will then determine the appropriate remedy.

In other words, the first process is designed to get a quick decision made so that the project is not delayed or otherwise harmed, whereas the second phase, if required by either party, could produce a different result. Based on my past experience with this type of process, most adjudicated decisions will not be subsequently challenged, but the right to do so exists.

As I said at the outset, this proposal is, by definition, imperfect but, then again, in the context of what we are dealing with, there can be no expectation of perfection. I believe that despite its inherent imperfections, it does, to a great extent, address each party's primary concerns. In the case of Coco, it provides complete transparency and oversight with respect to the financial management of the project. With respect to MI, it provides

certainty with respect to fees and cashflow and addresses the need for reputational preservation. For both parties, it establishes a framework designed to make use of each party's identified strengths for the benefit of the project. Finally, it provides for a quick and efficient means of resolving any future disputes that may arise.

Stephen Richard Morrison
November 26, 2019

APPENDIX “12”
E-MAIL EXCHANGE DATED FEBRUARY 28, 2020

From: Mark Kilfoyle[mark@mizrahidevelopments.ca]
Sent: Fri 2/28/2020 4:05:25 PM (UTC-05:00)
To: MARIA RICO[maria@mizrahidevelopments.ca]
Cc: Sam Mizrahi[Sam@MizrahiDevelopments.ca]; Remy Del Bel[remy@mizrahidevelopments.ca]; Jenny Coco[JCoco@cocogroup.com]; Anton Scheglov[AScheglov@cocogroup.com]
Subject: Re: Invoices owed to Mizrahi

Maria,
I completely disagree with your most of what you said below.

Under protest, adjust the items below and we will deal with them after.

We need to get this listing to KEB immediately as we need to pay trades.

Best regards
Mark

Mark Kilfoyle
CFO and COO
125 Hazelton Avenue
Toronto, Ontario M5R 2E4
T. 416.922.4200 ext.4220
F. 1.866.300.0219
E. Mark@MizrahiDevelopments.ca
www.MizrahiDevelopments.ca

On Feb 28, 2020, at 3:49 PM, Maria Rico <maria@mizrahidevelopments.ca> wrote:

Mark, Sam,
The Arb stated that I had 24 hours to complete my review.
Here are my comments to date:

- C775 for commissions \$188,477.39 – I agree with the calculation and the amount due
- C762 for recoverable costs includes \$100,000 from Prom and Circumstance with little detail of the work performed
 - Is there information of efforts expended by them for PR (eg meetings held, design work etc)
- C763 - \$19,921 – salaries for sales office - ok
- \$2,121,030.00 – deposits not received: MI estimate is \$58 million & I am calculating at least \$68 million
 - This number needs to be reconciled
- CM fee give back – I am looking at this number now and it will take another

hour to check.

- HST – I have not received supporting information that the funds were put into the Project Bank Account
 - o I need to have this evidence in order to use the balance as an offset
 - o I spoke with Elliott and he had not verified the transfer of funds to the Project either

Conclusion: I am only comfortable paying the commission invoice of \$188,477.39 & C763 for \$19,921 & subject to Jenny's approval.

<image001.gif>

Maria Rico, CPA, CA
Senior Financial Consultant - THE ONE

125 Hazelton Avenue
Toronto, Ontario M5R 2E4

T. [416.922.4200](tel:416.922.4200) ext. 3514
M. [416.268.8492](tel:416.268.8492)
F. [1.866.300.0219](tel:1.866.300.0219)
E. Maria@MizrahiDevelopments.ca

www.MizrahiDevelopments.ca

E. Maria@MizrahiDevelopments.cawww.MizrahiDevelopments.ca

From: Mark Kilfoyle <mark@mizrahidevelopments.ca>
Sent: February 28, 2020 10:08 AM
To: MARIA RICO <Maria@MizrahiDevelopments.ca>
Cc: Sam Mizrahi <sam@mizrahidevelopments.ca>; Remy Del Bel
<Remy@MizrahiDevelopments.ca>
Subject: Invoices owed to Mizrahi

Hi Maria,

You need to include the following invoices to Mizrahi:

1. Invoice C775 to Mizrahi for \$188,477.39
2. Invoice C762 to Mizrahi for \$197,684.49 as attached in the link
3. Invoice C763 to Mizrahi for \$19,921.95 as attached in the link
4. Credit Memo C764 to Mizrahi for minus \$1,760.92 (Credit re invoice C762), as attached in the link
5. Settlement payment from Mr. Morrison - \$2,121,030.70
6. HST Settlement Amount - \$1,220,000
7. Deposits owed on Units - \$2,704,640 (Agreed with your schedule)

Total of 5, 6 and 7 are \$636,390.70 is owed to Mizrahi for Settlement.

This excludes construction cheques and fees for those which have been separately reported.

Best regards
Mark

ITEM #1 - Commission Payment:

<2020-02-25 - Inv C775.pdf><Untitled attachment 00105.htm><2020-02-25 - Commission Report.xlsx><Untitled attachment 00108.htm><2020-02-27 - 1 Bloor Mediation Billing Amount.xlsx><Untitled attachment 00111.htm><Mizrahi - Memo HST on Construction Contracts Final.pdf><Untitled attachment 00114.htm>

APPENDIX “13”
CCM TERMINATION NOTICE DATED OCTOBER 26, 2020



October 26, 2020

Clark Construction Management Inc.
387124 20th Sideroad
Mono, Ontario L9W 6V5

Attention: Mike Clark

TERMINATION NOTICE RE ONE BLOOR

Mizrahi Inc. hereby provides Notice of Termination of CCDC 5A regarding the 1 Bloor project between Mizrahi Inc. and Clark Construction Management Inc., dated July 2017, as supplemented by the Supplementary Conditions (the "**Contract**"), effective today and Assignment of the Contract to Mizrahi Inc.

This Notice of Termination is delivered pursuant to section 6.1.10 of the Contract. Pursuant to that section, Mizrahi Inc. requires CCM to:

1. Cooperate with Mizrahi Inc. to achieve an orderly transition of the site;
2. Minimize costs to demobilize from the site; and
3. Provide all project-related information, documentation, electronic equipment, and other assets to Mizrahi Inc.

Mizrahi Inc.'s transition team will meet with CCM's site team today to discuss these items.

Sincerely,

Mizrahi Inc.
President

APPENDIX “14”
EMAIL FROM SAM MIZRAHI TO MIKE CLARK DATED MAY 18, 2020

From: Sam Mizrahi[sam@mizrahidevelopments.ca]
Sent: Mon 5/18/2020 3:41:48 PM (UTC-04:00)
To: Mike Clark[mclark@clarkcm.ca]
Cc: Jenny Coco[jcoco@cocogroup.com]; Joshua Lax[josh@mizrahidevelopments.ca]; Mark Kilfoyle[Mark@MizrahiDevelopments.ca]
Subject: 1 Bloor St W

Good afternoon Mike,
I trust you and the family are well and enjoying the long weekend.

Jenny and I had a call with our project lenders last night. During the call, Jenny mentioned that she is meeting with you this Tuesday (tomorrow).

I was not aware of any meeting.

Under our Contract, Clark Construction is contracted to Mizrahi Inc., not to the Project or Jenny. Although, I have no issue with you meeting or communicating with Jenny, you should include me in all such communications and or meetings.

Please provide me the agenda, as well as the location and time of the meeting.

Sam Mizrahi
President
125 Hazelton Avenue
Toronto, Ontario M5R 2E4
T. 416.922.4200 ext.4210
C. 416.818.5288
F. 1.866.300.0219
E. Sam@MizrahiDevelopments.ca
www.MizrahiDevelopments.ca

APPENDIX “15”
EMAIL FROM SAM MIZRAHI TO JENNY COCO DATED OCTOBER 26, 2020

From: Sam Mizrahi[sam@mizrahidevelopments.ca]
Sent: Mon 10/26/2020 2:54:14 PM (UTC-04:00)
To: Jenny Coco[jcoco@cocogroup.com]
Bcc: sam@mizrahidevelopments.ca[sam@mizrahidevelopments.ca]
Subject: Clark Construction Management Inc. (CCM) Termination 1 Bloor St West Update

Jenny,

As you know from our discussions in the past, including at our meeting on September 10, Clark Construction Management Inc (CCM) performance on the project is not acceptable including that it is not performing its obligations in respect of project scheduling, budgeting and staffing.

Today Mizrahi Inc. terminated CCM. The Mizrahi Team is presently on site to ensure an orderly transition with minimum disruption to the project.

I will continue to keep you updated on further developments.

Should Mike Clark reach out to you, please direct him to me or my office. Thank you.

Sincerely,

Sam Mizrahi
President
125 Hazelton Avenue
Toronto, Ontario M5R 2E4
T. 416.922.4200 ext.4210
C. 416.818.5288
F. 1.866.300.0219
E. Sam@MizrahiDevelopments.ca
www.MizrahiDevelopments.ca

APPENDIX “16”
WRITTEN SUBMISSIONS FROM COCO DATED NOVEMBER 6, 2020

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

B E T W E E N:

8891303 CANADA INC.

Applicant

and

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

Respondents

WRITTEN SUBMISSIONS OF 8891303 CANADA INC.

November 6, 2020

FOGLER, RUBINOFF LLP

Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

Nina Perfetto (LSO# 27452N)

Tel: 416.941.8866

Fax: 416.941.8852

nperfetto@foglers.com

David W. Levangie (LSO# 57180I)

Tel: 416.864.7603

Fax: 416.941.8852

dlevangie@foglers.com

Kyle Kuepfer (LSO# 72929C)

Tel: 416.864.9394

Fax: 416.941.8852

kkuepfer@foglers.com

Lawyers for 8891303 Canada Inc.

TO: **LAX O'SULLIVAN LISUS GOTTLIEB LLP**
Barristers and Solicitors
145 King Street West
Suite 2750
Toronto ON M5H 1J8

Jonathan Lisus

Tel: 416.598.7873

Fax: 416.598.3730

jlisus@lolg.ca

Nadia Champion

Tel: 416.642.3134

Fax: 416.598.3730

ncampion@lolg.ca

Matthew Law

Tel: 416.642.3134

Fax: 416.598.3730

mlaw@lolg.ca

Lawyers for the Mizrahi Parties

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

B E T W E E N:

8891303 CANADA INC.

Applicant

and

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

Respondents

WRITTEN SUBMISSIONS OF 8891303 CANADA INC.

PART I - RELIEF REQUESTED

1. For the reasons set out below, 8891303 Canada Inc. ("Coco") seeks the following relief from this Panel under the adjudicative authority vested in paragraph 12 of the mediator's proposal dated November 26, 2019 (the "Settlement Agreement"):

- (a) a declaration that Mizrahi Inc. has breached the Settlement Agreement (as defined below) by unilaterally terminating Clark Construction Management Inc.'s ("CCM") contract;
- (b) a declaration that, subject to any further agreement between the parties, that Mizrahi GP and/or the Nominee (as each term is defined below) is not obligated to pay the 1.5% construction management fee that would otherwise be payable to CCM under the Settlement Agreement to Mizrahi Inc. or an alternative construction manager of Mizrahi Inc.'s choosing;
- (c) a declaration that the Project is not required to pay the fees of Esteban Yanqueleveh, David Paris, Najla Azizi, and Shashmita Mizana as reflected on Mizrahi Inc. invoice #C874;

- (d) an order that, until a replacement construction manager and their role and responsibilities is mutually determined by the parties, Mizrahi Inc. is required to provide the Project with the same detailed disclosure contained in the CCM Status Reports (as defined below);
- (e) an order requiring Mizrahi Inc. and Sam M Inc. to deliver within 5 days:
 - (i) An itemized spreadsheet that corresponds with the headings and subheadings contained in the Altus budget, listing all contracts, agreements and relationships which result (or in the past have resulted) in fees payable by the Nominee or Mizrahi GP;
 - (ii) Organized copies of all contracts, whether signed or otherwise, that result (or in the past have resulted) in the fees payable by the Nominee or Mizrahi GP; and
 - (iii) The amounts paid to date under each of these contracts and the amounts to be paid under each of these contracts.
- (f) a declaration that Ms. Rico and Ms. Coco are entitled to attend the Consultant Meetings (as defined below) and to be provided notice of all forthcoming Consultant Meetings, and copies of the minutes of all past and future Consultant Meetings, to the extent this information has not already been provided;
- (g) an order directing Sam M Inc. and Mizrahi Inc. (and their representatives):
 - (i) to disclose all communications to date which have taken place concerning a proposed \$60 million loan facility with Hana Financial Investment (the "Proposed Financing");
 - (ii) to provide summaries of all non-written discussions between Mizrahi Inc., Sam M Inc., and the proposed lenders, brokers, agents, and arrangers of the Proposed Financing; and

- (iii) directing Sam M Inc. and/or Mizrahi Inc. to include Ms. Rico and/or Ms. Coco in all future communications and negotiations concerning the Proposed Financing with the Project's counsel and the proposed lenders, brokers, agents, and arrangers of the Proposed Financing.

- (h) if opposed, Coco's costs of this proceeding on a full indemnity basis.

PART II - OVERVIEW

a. The Parties and the Project

2. Sam M. Inc. and Coco are 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 southwest corner of Bloor Street West and Yonge St. in Toronto (the "Project"). The general partner of Mizrahi LP 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").
3. Mizrahi Inc. serves as the development manager for the Project. Sam M Inc. and Mizrahi Inc. are both controlled by Sam Mizrahi.
4. Mizrahi Inc. is bound by this dispute resolution process.¹

b. Jurisdiction of the Panel

5. Under the Settlement Agreement, the parties agreed to submit certain categories of disputes that may arise between them to arbitration. This makes the Settlement Agreement an "arbitration agreement" within the meaning of sections 1 and 5(2) of the *Arbitration Act, 1991*, SO 1991, c-17 (the "*Arbitration Act*").
6. The Settlement Agreement contains a two stage adjudication/arbitration process for specific types of disputes. There are no preconditions that must be satisfied to

¹ Award of the Panel, dated October 21, 2020 (the "Award"), para 48.

initiate this process. The adjudication/arbitration mandate of the original mediator was vested in this Panel pursuant to a subsequent agreement of the parties.²

7. At a minimum, this Panel has the jurisdiction to determine the following categories of dispute:

- (a) Disputes arising out of and relating to the interpretation and implementation of the terms of the Settlement Agreement³, including "[f]uture disputes of like kind and nature" to those which were resolved by the Settlement Agreement⁴; and
- (b) Disputes of the kind and nature specifically articulated by the Settlement Agreement, namely disputes which may result in "*project harm caused by deferred or delayed payments of trades, suppliers, and consultants, thereby resulting in delayed performance or, in extreme cases, the imposition of liens and the commencement of litigation*".⁵

8. As explained below, all of the relief sought by Coco in paragraph 1, above, arises from these types of dispute.

c. Events since the Core Invoice Arbitration

9. This proceeding is necessary to avoid future disputes like the matter concerning Core Architects Inc. ("Core").

10. On October 21, 2020, this Panel released its Award concerning the Core invoices. The Panel found that Mr. Mizrahi breached various contractual and corporate

² Award, page 3, footnote 1.

³ Paragraph 1 of the Settlement Agreement explicitly confirms that disputes concerning the implementation of the financial controls and accountability mechanisms contemplated by the Settlement Agreement may be "*submitted to the adjudication process outlined below*". The last sentence of the Settlement Agreement confirms that the parties intended to adjudicate/arbitrate "*any future disputes that may arise*". In *Haas v Gunasekaram*, [2016 ONCA 744](#), the Court of Appeal confirmed at paragraph 40 that "*the law favours the enforcement of arbitration agreements*".

⁴ Award, para 5.

⁵ Settlement Agreement, para 12.

governance instruments that govern the Project by executing and updating the Core contracts without Coco's prior knowledge or consent.⁶

11. However, the Panel found that Coco's delay in seeking a remedy in relation to these breaches precluded it from subsequently refusing to pay the Core invoices. Specifically, the Panel concluded that *"if Coco was dissatisfied with the information that it was being provided with, it could have had resort to the adjudication or arbitration provisions in [the settlement agreement] at a much earlier point in time, and certainly well before the stalemate with the architect occurred."*⁷

12. In other words, Coco was encouraged to address Mr. Mizrahi's misconduct immediately rather than waiting until a point that addressing the impugned conduct would detrimentally affect the Project.

13. Since the release of the Panel's Award, there have been significant developments impacting the Project. These issues include, but are not limited to, Mr. Mizrahi's unilateral decision to terminate CCM and the delivery of a term sheet for a \$60 million financing from Hana Financial Investment ("Hana") which that Coco had no involvement in. According to Mr. Mizrahi, the term sheet was unsolicited and was prepared and delivered to the Project without his involvement.

14. As discussed in further detail below, these developments are a consequence of Mr. Mizrahi's deliberate disregard for the bargain reached under the Settlement Agreement and his ongoing disregard for its transparency requirements. If this conduct is not addressed now, it will no doubt give rise to more serious disputes that may result in *"project harm caused by deferred or delayed payments of trades, suppliers, and consultants, thereby resulting in delayed performance or, in extreme cases, the imposition of liens and the commencement of litigation"*.⁸

⁶ Award, paras 37 and 39.

⁷ Award, para 36. Coco appreciates that the Panel's findings in relation to the Core invoices are specific to the circumstances of Core's engagement, and are not of general application to other Project trades and suppliers.

⁸ Settlement Agreement, para 12.

15. This Panel ought to hold Sam M Inc. and Mizrahi Inc. accountable for their conduct to ensure the effectiveness of this arbitral process and to address Mr. Mizrahi's attempts to ridicule the Settlement Agreement and this Panel's Award.

PART III - UNILATERAL TERMINATION OF CCM

16. Coco seeks the relief sought in paragraph 1(a) to 1(d) above in order to protect the bargain reached under the Settlement Agreement, and to avoid future disputes concerning the payment of construction management fees. Mizrahi Inc.'s decision to terminate CCM ought to have included Coco.

a. CCM's relationship to the Project

17. CCM has been the Project's construction manager since 2015.

18. Like Core, CCM executed a contract directly with Mizrahi Inc. (also known as "Mizrahi Developments"). Mizrahi Inc. and Sam M Inc. have refused to disclose the terms of this contract to Coco. Also like Core, CCM "*deliver[s] services for the benefit of the Project*"⁹, not Mizrahi Inc..

19. CCM gets paid fees equal to 1.5% of the Project's hard construction costs.

20. Each month, Mizrahi Inc. delivers CCM's invoice to the Project, together with a claim for a 3.5% construction management fee. The Project pays the CCM invoices by remitting funds to Mizrahi Inc. who, in turn, pays CCM. The Project relies on Mizrahi Inc. to ensure that the 1.5% construction management fee is remitted to CCM.

21. Mizrahi Inc. does not treat CCM as its own obligation, and relies on funds received from the Project in order to pay CCM's invoices. When the Project has previously experienced cashflow shortages, Mizrahi Inc. has refused to pay CCM out of its own pocket.¹⁰

⁹ Award, para 33.

¹⁰ See, for example, the situation described at paragraphs 75-80 of the affidavit of Sam Mizrahi, sworn June 15, 2020 (attached as Appendix 32).

22. It bears repeating that in the Core proceeding, Mizrahi Inc. sought to affirm that the Core contracts (executed by Mizrahi Inc. officers, without Ms. Coco's approval or signature, under its registered trade name, "Mizrahi Developments") were actually an obligation of the Project. Mr. Mizrahi's counsel argued that even if the Core contracts were "*between Jack and Jill and the man on the moon*", that did not stop them from being binding on the Project.¹¹

23. Applying the same logic, Mizrahi Inc. cannot credibly claim six weeks later that it, alone, had the authority to terminate CCM. Coco's consent was required.

24. In various affidavits sworn in this proceeding, Mr. Mizrahi has given the following evidence concerning CCM's integration to the Project:

- (a) **Affidavits sworn April 25, 2020, at para 5¹² and June 2, 2020 at para 8(b)¹³:** Mike Clark of CCM is a "*reputable well-known and highly experienced construction manager with a long track-record at PCL and has been involved in and managed many complex, large projects.*"
- (b) **Affidavits sworn April 25, 2020, at para 30(d) and June 2, 2020 at para 48(d):** Ms. Coco and/or Ms. Rico receive "*all invoices issued by ...[CCM] which are only processed after she approves the invoices.*" Ms. Rico "*then receives confirmations of payment after the invoices are processed and paid*".
- (c) **Affidavit sworn June 2, 2020 at para 52(g):** that Ms. Rico attends "*regular meetings with the Project's construction manager, Clark Construction*".
- (d) **April 25, 2020, at paras 101 and 110:** that "*Mizrahi Inc. and Clark Construction have worked diligently and successfully to mitigate the delays where possible*" and that "*[a]llegations that Mizrahi Inc. and Clark Construction were negligent or somehow harmed the Project are unjustified. Together, Mizrahi Inc. and Clark Construction took every reasonable step to move the Project forward.*"

¹¹ Core Rough Transcript, p 260, lines 10-20.

¹² Appendix 30.

¹³ Appendix 31.

25. The Project cannot terminate its relationship with CCM without also breaching its agreements with lenders:

- (a) Section 10.01(s) of the Credit Agreement with Meritz/KEB Hana forbids the termination of any "Material Agreement" without KEB Hana's consent (via Altus) (**Appendix "1"**). "Material Agreements" are defined to include construction contracts and subcontracts that provide for aggregate payments in excess of \$1 million. CCM was set to receive well in excess of this amount under the fee structure contemplated by the Settlement Agreement.
- (b) Section 8.02(16) of the CERIECO Supplier Credit Agreement forbids the termination of any "Material Agreement" without CERIECO's consent (**Appendix "2"**). A "Material Agreement" is any contract or subcontract "relating to Construction" which contemplates payments in excess of \$1 million.
- (c) Section 8.2(m) of the Coco International Inc. ("CII") forbids the Project from entering into, waiving, or appointing any construction manager without CII's prior consent (**Appendix "3"**).

26. CCM's importance to the Project has been recognized in various other Project agreements. For example, section 5.2 of The Technical Services Agreement between the Nominee and Hyatt (**Appendix "4"**), one of the Project's tenants, specifically confirms that the Project (and not Mizrahi Inc.) retained CCM as the Project's "*suitably qualified*" construction manager who has "*substantial experience in the construction and development of a luxury first class hotel in Ontario*".

27. One of the conditions precedent to the Project's \$55 million financing with Nonghyup Bank/Hana in May 2020 was the lender's review and approval of CCM's construction schedule (section 3.01(d)(ii)(B), **Appendix "5"**). It is expected that a similar condition precedent will be included in any agreement concerning the Proposed Financing, which is also with Hana.

28. As indicated in the minutes enclosed at **Appendix "6"**, CCM was heavily involved in the coordination of the construction of the fit out for Apple, the Project's key tenant.

29. Mike Clark was also the Project's single most important witness in the litigation commenced by EMM Financial Inc., the owner of the adjacent property to the Project, in which EMM alleges that the Project installed tiebacks under its property without its prior consent.

b. CCM's involvement was incorporated into the Settlement Agreement

30. In September 2019, the parties agreed to submit a number of issues to arbitration concerning the management of the Project. One of the major areas of dispute between the parties were the fees payable to Mizrahi Inc., and, according to Coco, Mizrahi Inc.'s mismanagement of the Project's construction.

31. At that time, Mr. Mizrahi was refusing to perform any work on the Project without a renegotiation of his fees. To protect the Project's best interests, Ms. Coco engaged in the negotiation of a new, comprehensive fee structure that was intended to govern the parties' relationship going forward.

32. Eventually, the parties agreed to Settlement Agreement, which contemplated a significant restructuring of the existing fee structure. The fees payable to Mizrahi Inc. were reduced to reflect this new arrangement.¹⁴

33. Prior to the Settlement Agreement, Mizrahi Inc. was collecting a construction management fee of 5% of the Project's hard construction costs. In light of the rearrangement, Mizrahi Inc. was to be paid a lower fee *"in respect of its ongoing, but reduced, construction management duties."*

34. Under the Settlement Agreement, the parties agreed that of the total "reduced" construction fees payable, 1.5% was payable to Mike Clark and CCM. This renegotiated fee structure was explicitly predicated on the parties' shared assumption that Mike Clark and CCM would continue to be involved in the construction of the Project:

The Construction Management Fee of 5% of the hard construction costs, currently estimated at approximately \$560 million, will be reduced to 3.5,

¹⁴ Settlement Agreement, paragraph 8. A "new Development Management Agreement" has not been signed.

*of which **1.5% will continue to be paid to Mike Clark**, and the remaining 2% will be paid to MI in respect of its ongoing, but reduced, construction management duties.¹⁵*

...

*Going forward, MI will receive Construction Management Fees at the reduced level of 3.5%, **of which 1.5% will be paid to Mike Clark**.*
[Emphasis added.]

35. This arrangement reflects the fact that unlike Mizrahi Inc., CCM and Mike Clark have (in Sam's words) "*a long track-record at PCL and ha[ve] been involved in and managed many complex, large projects*". It also reflects the fact that at the time the Settlement Agreement was entered into, both parties had complete confidence in CCM and anticipated that CCM would finish the construction of the Project.

36. Importantly, neither the Settlement Agreement nor any other instrument gives Mizrahi Inc. the right to assign the 1.5% construction management fee allocated to CCM under the Settlement Agreement to any other contractor (or itself).

c. Mr. Mizrahi Terminates CCM

37. CCM continued to provide construction management services to the Project without, to the best of Coco's knowledge, any complaint from Mizrahi Inc.. As outlined above, Mr. Mizrahi has represented in his affidavit evidence to this Panel, the importance of CCM's role in completing the Project and the effectiveness of its services to date.

38. However, on October 26, 2020, Mizrahi Inc. purported to terminate CCM's contract. Although Ms. Coco has asked for a copy of the termination letter, her requests have gone unanswered (**Appendix "7"**).

39. Mr. Mizrahi made this decision without Coco's input or approval. He did so knowing that Ms. Coco had continuously been raising concerns regarding transparency concerning the Project's financing and construction, especially in light of delays caused by the stop work order that was lifted in March 2020. Based on an invoice from Glaholts

¹⁵ Settlement Agreement, paragraph 8.

LLP that was sent to Ms. Rico (**Appendix "8"**), it appears that Mizrahi Inc. has contemplated "descoping" CCM since March 2020:

Mar-30-20	Conference call regarding Clark Construction Management issues; research role of consultant and construction manager under CCDC17;	2.10	735.00	MR
Apr-02-20	Research feasibility of descoping Clark under CCA 1 contracts;	2.10	735.00	MR
	TOTAL FEES	13.00	\$4,940.00	
	HST ON FEES		\$642.20	

40. Again, at the same time Mr. Mizrahi was exploring the "descoping" of CCM, he was also heavily engaged in an acrimonious arbitral process with Ms. Coco regarding his lack transparency and ongoing breaches of the Settlement Agreement.

41. In a letter to Mizrahi Inc.'s counsel dated October 28, 2020 (**Appendix "9"**), Coco's counsel advised that this unilateral decision was a breach of the Settlement Agreement, the Amended and Restated Covenant Agreement, and the Amended and Restated Unanimous Shareholders Agreement (the "USA").

42. The termination also put the Project in breach of its lending agreements (as described in paragraph 25, above) and other agreements with its tenants, including the Technical Services Agreement with the Hyatt referenced above.

43. In response, and in stark contrast to its position in relation to the Core contracts and invoices, Mizrahi Inc.'s counsel asserted through a letter dated October 30, 2020 that (**Appendix "10"**):

Mizrahi Inc. had sole discretion to terminate CCM pursuant to its contract with CCM. The Project companies are not party to the contract. CCM was contracted to, and paid by [Mizrahi Inc.]. There is nothing in the Project contracts that requires Mizrahi Inc. to obtain permission from your client in respect of CCM's termination... The decision to terminate CCM was not made "on behalf of the Project" as you suggest. It was made by Mizrahi Inc. in its capacity as developer and construction manager to the Project...

44. For the reasons stated above, this position is incredulous given the Mizrahi position taken during the Core arbitration (discussed at paragraph 22, above).

45. The full financial implications of the decision to terminate CCM have yet to materialize. While Coco does not have a copy of the CCM contract, the termination of this consultant, without notice, is likely to give rise to claims (and liens) by CCM and/or its subtrades against Mizrahi Inc. and/or the Project. In fact, the most recent Altus report includes an "exclusion" for "*any termination fees payable to Clark Construction Management*" (**Appendix 10.1**).

46. It is unclear what the cost of replacing CCM with a competent, experienced construction manager will be. As construction of the building is well underway, the Project may not be in a position of leverage to negotiate a cost-effective alternative solution with an experienced and sophisticated replacement construction manager.

47. Prior to being terminated, CCM would deliver monthly status reports to the Project (the "CCM Status Reports"). A sample CCM Status Report is enclosed at **Appendix 10.2**. These reports contain important information relating to subcontract cost forecasts, budget reports, cash flows, the construction schedule, and tendering processes. Without this information, Ms. Rico's ability to perform her obligations under the Settlement Agreement is significantly hindered.

48. Finally, and most importantly, by terminating CCM Mr. Mizrahi has deprived the Project (and Ms. Rico) of an important financial control. Each month, CCM would review and approve the invoices submitted by various subtrades. Mike Clark himself would sign off on the invoices, confirming that the work claimed was actually performed in a competent manner. The invoice was then delivered to Mizrahi Inc. who, in turn, would seek payment from the Project.

49. Ms. Rico would only release payment in relation to these invoices based on the trust that she and Ms. Coco had in Mr. Clark's review. This control was expressly incorporated into the Settlement Agreement:

[I]f costs of any sort are incurred that...have both been reviewed and approved by representatives of both parties after they have been recommended for approval by Mike Clark they will not be paid unless both parties agree...¹⁶

50. In short, by terminating CCM without consulting Coco or obtaining its approval, Mizrahi Inc. has upended the renegotiated fee structure, exposed the Project to additional costs (whether by litigation or through replacing CCM), and has deprived Coco of an important financial control process. All of which constitutes a breach of the Settlement Agreement.

d. Mizrahi Inc. has no clear plan moving forward

51. Mizrahi Inc. has not clearly articulated its reasons for terminating CCM. On October 29, 2020, after multiple requests from Coco for clarity, Mizrahi Inc. issued an update progress report (**Appendix "11"**). This progress report contains scant detail explaining Mizrahi Inc.'s decision. Mizrahi Inc.'s only stated reason for terminating is incomprehensible. Mizrahi Inc. purports to terminate CCM because of an apparent miscalculation that had no material impact on the Project's construction:

Based on MI's review, CCM was not fulfilling its obligations to move the Project forward in a timely manner and consistent with the construction schedule. In addition, MI uncovered a number of inaccuracies and errors in CCM's reporting. For example, in the attached monthly report, CCM identifies a 21-day delay due to "Manpower and Productivity" over the 30 days from September 20th-October 20th. There are only 21 Working days between those dates. MI therefore has serious concerns about the accuracy of the dates in the construction schedule provided by CCM in its monthly reports.¹⁷

52. If Mizrahi Inc. expects perfection, it should seriously consider whether it has upheld this standard. Coco's experience suggests it has not, especially given its chronic mismanagement of the permitting process which resulted in a the stop work order and months of delay.

¹⁶ Settlement Agreement, paragraph 1.

¹⁷ Even this analysis is flawed, given that many of the trades perform work on the Project over the weekends.

53. The progress report contains no proposal relating to how the Project's construction management will be performed going forward. It merely states:

MI has communicated with all trades and consultants who have expressed their continued commitment to and support for the Project. MI has also assumed contracts with key site supply companies formerly engaged by CCM to ensure continuity. As a result, work on site is progressing in the normal course.

54. Altus, the Project's independent cost consultant, has already expressed "ongoing concerns" in its monthly reports that CCM's construction schedule is "not achievable". (**Appendix "12"**). However, in its progress report, Mizrahi Inc. suggests that it plans to further expedite this unachievably aggressive schedule.

55. The progress report indicates that Mizrahi Inc. "expects to provide a more complete next monthly report and to respond to inquiries on the next scheduled update call." That call was scheduled for Wednesday, November 4, at 1 p.m.

56. On Friday, October 30, Coco committed to delivering submissions to the Panel on the CCM issue by Friday, November 6, at 5 p.m..

57. On Monday, November 2, 2020, Mizrahi Inc. unilaterally pushed the monthly update meeting to Friday, November 6 at 4:30 p.m., citing unparticularized scheduling concerns (**Appendix "13"**). The meeting was pushed again to Monday, November 9, at 4:00 p.m.. These scheduling changes have prevented Coco from addressing any new strategy that might be proposed by Mizrahi Inc. at that meeting. As of the submission of this document, no further update has been received from Mizrahi Inc.

e. Mizrahi Inc. has not proposed a suitable replacement to CCM

58. Based on invoice #C874 received from Mizrahi Inc. on October 26, 2020 (**Appendix "14"**) it appears that Mizrahi Inc. plans to transition construction management responsibilities to individuals named Esteban Yanquelevech, David Paris, Najla Azizi, and Shashmita Mizana. This invoice claims payment of approximately \$200,000 for unparticularized contributions that these individuals allegedly made to the Project.

59. As these expenses were not pre-approved by Ms. Coco or contemplated by the Altus budget, Ms. Rico refused to pay them. Mr. Mizrahi appears to have temporarily accepted Ms. Rico's refusal. He has indicated however that he plans to seek payment of these amounts on behalf of Mizrahi Inc. in November 2020 (**Appendix "15"**).

60. In spite of clear guidance Mr. Mizrahi has received from this Panel concerning his obligations under the Settlement Agreement (and the other constating Project agreements), he appears to have independently negotiated an agreement with these individuals, without Coco's involvement. The terms of this agreement have not been disclosed to Coco. However, just like the Core invoices, Mr. Mizrahi expects that these fees be paid by the Project.

61. In the Core Award, this Panel held that new obligations incurred *"by way of new contracts or amendments to the existing contracts, without the express written approval of Coco...they may be held to not be regarded as expenses of the Project."*¹⁸ The same rationale should apply to any proposed replacement construction manager who, like Core, provides services for the *"benefit of the Project"*.¹⁹

62. Coco has not previously heard of (let alone worked with) Mr. Yanquelevec, Mr. Paris, Mr./Ms. Azizi or Mr./Ms. Mizan. Mizrahi Inc. has not demonstrated to Coco that any of these individuals have *"been involved in and managed many complex, large projects"*, or have the *"long track record"* that Mr. Mizrahi valued in Mike Clark.

63. A review of Mr. Yanquelevec's website (<http://eydesign.ca/>) indicates that he specializes in "Custom Home Design and Renovations". It also appears that Mr. Yanquelevec's only Project management experience has been on other Mizrahi Inc. condominium projects, which, aside from their developer, are not comparable to the Project in any respect.

64. Coco has serious doubts that these individuals will serve as suitable replacements for CCM. They do not appear to have experience constructing skyscraper

¹⁸ Award, para 52.

¹⁹ Award, para 33.

buildings, luxury hotels, or sophisticated tenant retail fit outs. They are unfit to construct a Project worth \$1.5 billion. If this Project fails, Ms. Coco will undoubtedly lose many millions of dollars.

65. Ms. Coco is the CEO of one of Canada's largest construction companies. Contractual relationships aside, she should have a say in who is responsible for the ultimate construction of a building in which she has made considerable investment.

f. Mizrahi Inc. (or its delegate) is not entitled to payment of CCM's fee

66. Mizrahi Inc. seeks to pay the 1.5% construction fee that was previously paid to CCM to itself or its delegate.

67. In essence, Mizrahi Inc. is seeking to re-write the terms of the Settlement Agreement by adding the following **highlighted** language:

*The Construction Management Fee of 5% of the hard construction costs, currently estimated at approximately \$560 million, will be reduced to 3.5, of which 1.5% will continue to be paid to Mike Clark **or a replacement construction manager selected exclusively by Mizrahi Inc. (including Mizrahi Inc. itself)**, and the remaining 2% will be paid to MI in respect of its ongoing, but reduced, construction management duties.²⁰*

...

*Going forward, MI will receive Construction Management Fees at the reduced level of 3.5%, of which 1.5% will be paid to Mike Clark **or a replacement construction manager selected exclusively by Mizrahi Inc. (including Mizrahi Inc. itself)***

68. This Panel has the jurisdiction to reject Mizrahi Inc.'s proposed interpretation of the Settlement Agreement.

69. In reviewing the Settlement Agreement, this Panel should keep in mind the following principle:

Where the contract is between sophisticated commercial players who have had the full opportunity to negotiate and consider the terms of the proposed contract, the court should assume that the parties agree to the

²⁰ Settlement Agreement, paragraph 8.

*terms of the contract. The court will not interfere lightly with the words the parties have used.*²¹

70. The Settlement Agreement was the product of a contested mediation process between sophisticated parties. Both parties accepted its terms knowing that "[e]ach side will like some of what [the Mediator was] proposing and find other aspects less appealing".²² That deal cannot be recast.

71. There are also no indicia of a factual matrix that supports the contention that at the time the Settlement Agreement was finalized, the parties intended to provide Mizrahi Inc. with the flexibility concerning construction management fees that it now seeks.

72. The "*mutual and objective intentions*"²³ of the parties were to the contrary. The mediation process and the Settlement Agreement was predicated, in part, on "*transferring substantial control over the financial controls and administration from it to Coco and adjusting Mizrahi Inc.'s construction management fees accordingly*".²⁴ It makes no sense to suggest that Coco intended to agree to a fee restructuring that gave Mizrahi Inc. more autonomy concerning the payment of construction management fees.²⁵

73. A practical, common sense review of the ordinary and grammatical terms of the Settlement Agreement do not provide a right of substitution in Mizrahi Inc.'s favour.²⁶ Nor do they suggest that the references to "Mike Clark" were a stand-in for any construction manager of Mizrahi Inc.'s choosing (including Mizrahi Inc., itself).

74. Such an interpretation would ultimately give Mizrahi Inc. the power to direct Project funds to trades and suppliers who were not pre-approved by Coco. This conclusion is inconsistent with the Settlement Agreement and this Panel's conclusion at paragraph 53 of the Core Award.

²¹ 8254125 Canada Inc v Celernus Investment Partners Inc, [2019 ONSC 3144](#) at para 9.

²² Settlement Agreement, preamble.

²³ Sattva, para 57.

²⁴ Award, para 46.

²⁵ Coco is prepared to provide further evidence (whether *viva voce* or by way of affidavit) in support of this narrow contention if this Panel determines that such confirmation is a "*necessary interpretive step*" to support the relief claimed by Coco (Way v Schembri, [2020 ONCA 691](#), at para 21).

²⁶ Sattva Capital Corp. v. Creston Moly Corp., [2014 SCC 53](#) [Sattva], at para 47.

75. Alternatively, Mizrahi Inc. might attempt to choose to perform CCM's role itself and in turn receive CCM's compensation (of 1.5%). In effect, this would negate the reduction in Mizrahi Inc.'s fees (also 1.5%) that the parties agreed to under the Settlement Agreement.

76. Leaving aside that Mizrahi Inc. does not have the expertise or personnel to construct a \$1.5 billion Project on its own, this is not the bargain that Coco made under the Settlement Agreement. Nor is it consistent with the provisions of the USA (section 3.7(t)) which require Coco's consent before Mizrahi GP enters into non-arm's length contracts.

77. In particular, this interpretation conflicts with paragraph 1 of the Settlement Agreement which requires Coco's approval (through Ms. Rico) of the Project's hard and soft costs:

If financial obligations are incurred outside of the approved hard and soft cost budgets, without contracts or purchase orders in place, or otherwise do not conform to the financial control requirements, delays will occur, and ultimately, payment may have to be submitted to the adjudication process outlined below. Everyone in both organizations must be fully committed to these disciplines.

By way of example, if costs of any sort are incurred that are not reflect in the appropriate up-to-date budgets, are not backed up by the proper paperwork or, for example, in the case of change orders, have not been reviewed and approved by representatives of both parties after they have been recommended for approval by Mike Clark, they will not be paid unless both parties agree or they have been submitted to adjudication under the procedure described below.

78. Given that Mizrahi Inc.'s proposed interpretation would be inconsistent with both the spirit and the letter of other terms of Settlement Agreement and the USA, it should be rejected.²⁷

79. Coco seeks the relief sought in paragraphs 1(a) to 1(d) above in order to clarify the parties' obligations under the Settlement Agreement, and to avoid future disputes that may have significant adverse effects on the Project.

²⁷ *Shaun Development Inc. v Shamsipour*, [2018 ONSC 440](#), at para. 46, affirmed, 2018 ONCA 707.

80. If Mr. Mizrahi expects to engage a replacement construction manager to CCM, he ought to consult and engage Ms. Coco in that process.

PART IV - DISCLOSURE OF PROJECT INFORMATION

81. This Panel's Award concerning the Core invoices signalled a clear expectation: the parties should be proactive in the face of non-compliance with the Settlement Agreement.

82. Heeding this suggestion, Coco immediately wrote to Mizrahi Inc. and Sam M Inc. on October 22, 2020 (**Appendix "16"**) seeking production of information relating to the Project's budgeting and finance requirements.

83. In response, Coco received a blanket denial (**Appendix "17"**). Mizrahi Inc. claimed that Coco's "sweeping demands" amounted to a "forensic audit" of the Project. A similar response was advanced in Mizrahi's letter to this Panel dated October 27, 2020 (**Appendix "18"**).

84. In light of Mizrahi's unwillingness to cooperate, Coco seeks the relief sought in paragraphs 1(e), (f), and (g), above.

a. Disclosure of Project agreements

85. Before the parties entered into the Settlement Agreement, one of the major accountability mechanisms between Coco and Sam M Inc., in theory, was the Project's budget. Under section 3.7(y) of the USA (**Appendix "19"**), the Project was precluded from incurring expenses that were not pre-approved by both parties and incorporated into the budget.

86. This protection was of some significance during the Core arbitration. In the Award following that proceeding, this Panel determined that Sam M Inc. failed to adhere to the terms of the USA by committing the Project to paying Core amounts that far exceeded the amount budgeted for architects.²⁸ These commitments were made under

²⁸ Award, para 39.

a series of contracts which were often unexecuted and did not name any of the Project entities.

87. Coco's ability to challenge these overpayments was hampered, in part, by the fact that Mizrahi Inc. and Sam M Inc. failed to disclose a copy of the Core contract (copies were only provided by Core in April 2020). Coco had no way of determining how Core's monthly invoices were being calculated or how long the Project would be expected to pay them.

88. Core is just one of the Project's trades. In order to avoid a similar situation with the Project's numerous other trades and suppliers, Coco sought the following relief as part of a global compromise contained in its post-hearing submissions:

(i) The Mizrahi Group will provide to Coco and the Panel to itemize a list of all contracts, agreements and relationships, which result (or have in the past resulted) in fees payable by the Project, whether or not these contracts have been executed, regardless of whether the contract was entered into by the Nominee, Mizrahi GP, Mizrahi Inc., or any other related entity, and regardless of whether these contracts were consented to by Jenny in accordance with the Resolution or any other Project-related agreement.

(ii) The Mizrahi Group will provide organized copies of each of these contracts together with the necessary support to justify the fees payable under same. In the Mizrahi Group fails to disclose any of the information required above which, in the future, gives rise to an expense that is payable by the Project, the Mizrahi Group will be liable for these expenses.

(iii) In the event that the Mizrahi Group discloses such contracts and an agreement with Coco cannot be reached regarding payment of these invoices, the matter will be referred to the Panel for adjudication pursuant to section 12 of the Mediator's Proposal.

89. With the exception of the second sentence of subparagraph (ii), this Panel concluded at paragraph 56 of its Award that this relief was "*already consistent with the requirements of the settlement agreement with respect to Maria Rico's ability to fulfil her duties to the Project. It is also consistent with Coco's audit rights under certain constating Project Agreements.*"

90. Coco sought almost identical relief in its October 22, 2020 letter to Mr. Mizrahi's counsel, and seeks the same relief in this proceeding.

91. Mr. Mizrahi's dismissal of these requests as a "forensic audit" is irrational. This is inconsistent with the Settlement Agreement's transparency requirements. It demonstrates Mr. Mizrahi's worries that the Project has historically failed to employ the type of infrastructure that is "*covered in first or second year accounting courses*", which the Settlement Agreement now requires.²⁹

92. Ontario courts have defined an "audit" as an "*examination of books of account and supporting evidence to determine the reliability of the information recorded*".³⁰ The dictionary definition of audit is a "*formal or official examination and verification of books of accounts*".³¹

93. Under either definition, an "audit" requires the reconciliation of financial information against primary financial records for the purpose of assessing its accuracy. That is not what Coco is seeking through this exercise.

94. Coco is simply attempting to avoid another situation like the Core dispute. Ms. Rico is endeavouring to fulfill her mandate, which includes "*things such as budgets that are realistically established and regularly updated, financial obligations that are incurred in accordance with those budgets and reflected in formal contracts or purchase ordered approved before work is undertaken*" [Emphasis is original].³² However, Ms. Rico's attempts to perform this work will be frustrated if she cannot get her arms around the instruments that drive the Project's main source of expense.

95. Sam M Inc. and Mizrahi Inc., who served as the gatekeepers of the Project's finances for years, are the only parties that can assist in this regard. This assistance is

²⁹ Settlement Agreement, paragraph 1.

³⁰ See, for example, *Toromont Industrial Holdings Ltd. v Thorne, Gunn, Helliwell & Christenson* (1975), 1975 CarswellOnt 522, 10 O.R. (2d) 65, 62 D.L.R. (3d) 225, 23 C.P.R. (2d) 59 (Ont. H.C.) at para. 25 Holland J.

³¹ Webster's Third New International Dictionary.

³² Settlement Agreement, paragraph 1.

also a necessary part of "*the transition of the financial administration and control for this project*" required by the Settlement Agreement.³³

96. Accordingly, Coco seeks the relief claimed in paragraph 1(e) above.

b. Integration at consultant meetings

97. In a similar vein, Coco also seeks access – for both Ms. Coco and Ms. Rico – to the biweekly construction consultant meetings that Core hosts with Mizrahi Inc. and all of the Project's trades and suppliers (the "**Consultant Meetings**"). Coco also seeks production of the minutes the Consultant Meetings to the extent they have not already been provided.³⁴

98. To date, Mr. Mizrahi has consistently "[d]enied" Ms. Rico's access to the Consultant Meetings (**Appendix "20"**). He has provided no explanation for this refusal, although through his counsel, Mr. Mizrahi suggests that Coco's attempts to attend also amount to a "forensic audit". The theory of this allegation is unclear.

99. Although the distribution list for the minutes of the Consultant Meetings is approximately 50 people, who each work on the Project, Mr. Mizrahi refuses to disclose them to Coco. It is unclear why these consultants should have access to information concerning the Project's construction that the Project's owners do not.

100. However, based on a cursory review of the Consultant Meeting minutes that Coco does have access to, it is clear that what goes on at the Consultant Meetings has an obvious impact on the status of the Project's construction and its budget.

101. By way of example, in the minutes attached as **Appendix "21"**, it appears the parties engaged in important discussions concerning costs to completion, budget updates, tender estimates, and other issues that will impact the Project's finances.

102. This is precisely the type of meeting that Ms. Coco and Ms. Rico should be entitled to attend. This Panel confirmed as much in its Core Award, stating:

³³ Settlement Agreement, paragraph 1.

³⁴ As part of the Core arbitration, Mizrahi Inc. disclosed minutes of these meetings from May 2019 onward.

*[T] his is already well within the ambit of the letter and spirit of the existing settlement agreement, insofar as Maria Rico is concerned. In our view it is essential to her ability to fulfill her financial control and administration responsibilities that she has complete transparency to literally everything that can have a financial impact on the project. To the extent that this has not been fully implemented ... any deficiencies in this regard must be remedied immediately. Again, given the history of the relationship between the parties, it is appropriate that Mike Clark also be made aware of this obligation...*³⁵

103. Mr. Mizrahi's continuous efforts to thwart Coco's access to these meetings necessitates the relief sought in paragraph 1(f), above.

c. Disclosure of Information Concerning the Proposed Financing

104. The Project's current financial situation is precarious. It was not able to pay all of its hard and soft costs in October.

105. As a result of construction delays, it is now being asked by its tenants to pay delay fees, including an invoice for \$1.6 million from Apple alone, which Mr. Mizrahi has rejected (**Appendix "22"**).

106. In addition, sales of condominiums have flatlined. Over the past 18 months, Mr. Mizrahi has sold 10 units. Mr. Mizrahi's failure to meet the sales milestones set out in the credit agreement with KEB Hana/Meritz has resulted in penalties to the Project totalling \$1,060,342.00. The Project has no way of paying these amounts, which KEB Hana has demanded as recently as October 1, 2020 (**Appendix "23"**). Similar luxury condominium developments in the Yorkville region threaten to further saturate a condominium market that has already been depressed by COVID-19.

107. The Project's cashflow crisis was caused predominately by a shortage of funding from CERIECO. As Mr. Mizrahi explains in his affidavit sworn April 20, 2020:

The Project is at a critical stage. Its construction lender, CERIECO, has not advanced construction draws in accordance with the CERIECO Construction Loan. CERIECO was required to advance a total of \$213

³⁵ Award, paras 29 and 53.

million by March 31, 2020. It has not done so. The shortfall is \$53,900,000.³⁶

108. The only reasonable options facing the Project in the circumstances are to borrow more money or operate through insolvency. Mr. Mizrahi knows this, and has sought an additional \$60 million financing from Hana in the form of the Proposed Financing. One would think that Mr. Mizrahi would make every attempt to ensure that Coco, his partner, was involved in every step of this critical financing, especially in light of Coco's ongoing concerns regarding Mr. Mizrahi's unilateral conduct.

109. However, the manner in which Mr. Mizrahi has sought out the Proposed Financing has been just the opposite.

110. Ms. Rico has regularly asked for updates and to be involved in the Project's efforts regarding the Proposed Financing (**Appendix "24"**). Mr. Mizrahi's response was consistent, typified by his email to Ms. Rico on October 14, 2020 (**Appendix "25"**):

*I have already addressed this question multiple times Maria. Asked and Answered on our conference calls. You keep asking the same thing and You will keep getting the same answer. **There are no email communications.** We have the conference call updates with Korea which you are on and aware of with IGIS. Those are the only updates at this time. We are waiting on the Korea law firm to issue the Term Sheet as I have stated multiple times to you.*

111. Mr. Mizrahi's responses defies commercial reality. The "Korea law firm" had to have been instructed by *someone* to prepare a term sheet. This instruction must have been prompted by a request from the Project, as the borrower in the Proposed Financing. Term sheets do not get prepared without prior solicitation.

112. However even if there were no external discussions with Hana (as unlikely as that seems), there were nonetheless internal Project discussions concerning the Proposed Financing with Dentons, the Project's counsel, that Coco was excluded from.

113. The dockets contained on an invoice from Dentons to the Project dated October 1, 2020 (**Appendix "26"**), suggest that Mr. Mizrahi and Mark Kilfoyle of Mizrahi Inc. had

³⁶ Paragraphs 13-14.

continuous calls with Phil Rimer (of Dentons) throughout September, including calls related to a "financing" and the preparation of a "closing agenda" that Coco has yet to see.

114. Through his counsel, Mr. Mizrahi suggested that the Term Sheet was being negotiated on the Project's behalf by Terry Kim. Coco did not know about this arrangement, let alone approve it in advance.

115. The Term Sheet was finally delivered on October 21, 2020 (**Appendix "27"**). It was sent to Mr. Mizrahi first, who later forwarded it to Ms. Coco and Ms. Rico.

116. As it currently stands, the Term Sheet is missing material terms, including the amount of the fees payable upon the close of the deal.

117. It is imperative that Ms. Coco and Ms. Rico be both involved in the discussions going forward, while also having an understanding of the conversations that have taken place to date. This missing context might help explain the absence of material terms in the financing.

118. Coco wishes to avoid a situation like the \$55 million financing that Mr. Mizrahi negotiated independently in May 2020. Of the \$55 million that the Project borrowed, only \$7 million was actually advanced to the Project's construction account. The remaining \$48 million was used to pay investment banker fees and interest.

119. Coordinating the Project's finances is the core of Ms. Rico's role under the Settlement Agreement. The "negotiation" process with Hana ought to have involved her from the outset to ensure that Ms. Rico *"has complete transparency to literally everything that can have a financial impact on the Project."*³⁷

120. The relief sought by Coco at paragraph 1(g), above, is not a "forensic audit", as Mr. Mizrahi's counsel suggests. It is necessary to remedy Mr. Mizrahi's failure to abide by the Settlement Agreement and to ensure that Ms. Rico up to speed.

³⁷ Award, para 53.

121. Ms. Coco has recently sent a letter to KEB Hana confirming her support for the Proposed Financing (**Appendix "28"**). However, she needs complete cooperation from Sam M Inc. and Mizrahi Inc. in order to be fully comfortable with the Proposed Financing's terms.

FOGLER, RUBINOFF LLP

Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

Nina Perfetto (LSO# 27452N)

Tel: 416.941.8866
Fax: 416.941.8852
nperfetto@foglers.com

David W. Levangie (LSO# 57180I)

Tel: 416.864.7603
Fax: 416.941.8852
dlevangie@foglers.com

Kyle Kuepfer (LSO# 72929C)

Tel: 416.864.9394
Fax: 416.941.8852
kkuepfer@foglers.com

8891303 CANADA INC.

-and-

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

Applicant

Respondents

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

SUBMISSIONS OF THE APPLICANT

FOGLER, RUBINOFF LLP

Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

Nina Perfetto (LSO# 27452N)

nperfetto@foglers.com

Tel: 416.941.8866

Fax: 416.941.8852

David W. Levangie (LSO# 57180I)

dlevangie@foglers.com

Tel: 416.864.7603

Fax: 416.941.8852

Lawyers for the Applicant

APPENDIX “17”
RESPONDING WRITTEN SUBMISSIONS FROM MIZRAHI
DATED NOVEMBER 9, 2020

Nadia Campion

Direct 416 642 3134

ncampion@lolg.ca

Lax O'Sullivan Lisus Gottlieb LLP

Suite 2750, 145 King St W

Toronto ON M5H 1J8 Canada

T 416 598 1744 F 416 598 3730

www.lolg.ca

**Lax
O'Sullivan
Lisus
Gottlieb**

VIA EMAIL

November 9, 2020

Mr. Stephen Morrison
Arbitration Place
Bay Adelaide Centre
Suite 900 - 333 Bay Street,
Toronto, ON M5H 2R2

The Honourable Frank J.C. Newbould, Q.C.
Suite 3200, 100 Wellington Street West
Toronto-Dominion Centre
Toronto, ON
M5K 1K7

Mr. John Keefe
Bay Adelaide Centre
Arbitration Place
Suite 900 - 333 Bay Street,
Toronto, ON M5H 2R2

Dear Messrs. Morrison, Newbould and Keefe:

On Friday evening, 889 delivered 26 pages of written argument and nearly 500 pages of supporting documents, seeking significant relief not previously proposed and making numerous contested factual allegations. 889's submissions go well beyond what was contemplated or agreed to during the case conference on October 30 and it is impossible for Sam M. Inc. to respond by this Friday.

Instead of making focused legal arguments based on the Project agreements and the Mediator's Proposal, as it said it would do, 889's submissions and the relief it seeks requires a proper evidentiary record, cross-examinations, and a hearing, as well as jurisdictional determinations.

In addition, after stating at the case conference that the issue of CCM's termination was "off the table", 889 now seeks the following new relief:

1. A declaration that Mizrahi Inc. breached the Settlement Agreement by unilaterally terminating CCM;

2. A declaration that Mizrahi GP and/or the Nominee is not obligated to pay the 1.5% construction management fee that would otherwise be payable to CCM to Mizrahi Inc. or an alternative construction manager of Mizrahi Inc.'s choosing;
3. A declaration that the Project is not required to pay the fees of Esteban Yanquelevec, David Paris, Najla Azizi, and Shashmita Mizana, as reflected on Mizrahi Inc. invoice #C874; and
4. An order that, until a replacement construction manager and their role and responsibilities is mutually determined by the parties, Mizrahi Inc. is required to provide the Project with the same detailed disclosure contained in the CCM Status Reports.

In seeking this and other relief, 889 makes numerous contested factual allegations including the following (Sam M. Inc.'s summary position is set out in italics after each):

1. The recent Hana term sheet was delivered without the involvement or knowledge of Ms. Coco and Ms. Coco did not know or approve of Mr. Kim's involvement.

Ms. Rico and Ms. Coco have been kept regularly informed of the progress of the Hana financing during update calls with the senior lender, communications to and from Project counsel (Dentons) and, most recently, execution of a Waiver Agreement related to the proposed financing. With respect to Mr. Kim's involvement, Ms. Coco has known and approved of his involvement for many months, including that she signed his commission agreement in June of this year at the time the initial arbitration before this Panel was resolved.

2. CCM continued to provide construction management services to the Project without, to the best of Coco's knowledge, any complaint from Mizrahi Inc.

Mr. Mizrahi expressed his concerns with CCM's performance to Ms. Coco in the summer of 2020. Ms. Coco concurred that CCM was performing poorly and Mr. Mizrahi indicated he would take steps to address the situation. Ms. Coco did not ask for details nor did she ask to be kept apprised because she recognized that this was a matter for Mizrahi Inc. to address. Ms. Coco even questioned why Mizrahi Inc. was continuing to pay CCM.

3. Mizrahi Inc. has chronically mismanaged the permitting process resulting in the stop work order.

The stop work order was the unavoidable result of Ms. Coco's failure to meet her obligation to secure Project financing, and her deliberate obstruction of alternative financing secured by Mr. Mizrahi. The steps Mizrahi Inc. took significantly mitigated the consequences of Ms. Coco's conduct. This allegation has been the subject of extensive evidence filed by the parties in prior arbitration proceedings before this Panel.

4. Mizrahi Inc. has “no clear plan moving forward” regarding on-site construction.

Mizrahi Inc. has an experienced team in place and has been working on-site since CCM's termination to ensure a smooth transition. ISO 9001 daily reports are being provided to Ms. Coco and Ms. Rico. In addition, Mizrahi Inc. has already delivered, and will continue to deliver, regular updates to Ms. Coco and the senior lender. It is also developing and implementing a long-term plan to accelerate construction. Moreover, many of the trades and contractors working on site have expressed support for Mizrahi Inc. and have confirmed that with CCM's termination, construction work is proceeding in a more efficient, cooperative and organized manner. The lenders are also supportive of Mizrahi Inc. and its decision to terminate CCM.

5. Mizrahi Inc.'s team does not have sufficient skill or experience and are “unfit” to manage the Project's construction.

Mizrahi Inc.'s core team has significant experience in the construction of complex and luxury condominium high-rises and Mizrahi Inc. has recruited specialized expertise where needed. The senior construction lender, and CERIECO, have lent hundreds of millions of dollars to the Project based on Mizrahi Inc.'s experience and reputation, ability to execute and the licenses issued to it to build the Project. Mizrahi Inc. is written into all of the lending agreements as the General Contractor and Developer. By contrast, CCM is not written into any of the lending agreements because it was a subcontractor to CCM.

6. Ms. Rico's work will be frustrated if she cannot get her arms around the instruments that drive the Project's main source of expense.

Ms. Rico has access to a significant volume of Project documents and records and has complete control over the Project's finances. Since her appointment last December she has repeatedly demonstrated that she is unwilling or unable to perform her basic functions and is more focused on advancing Ms. Coco's interests as compared to the interests of the Project, with the result that trades have been paid late or not paid at all. The Project's lenders and other key stakeholders have expressed serious concerns regarding her conduct and communications with external parties.

7. The Project has a cash shortfall caused by a shortage of funding from CERIECO.

This unfortunate situation was the direct result of Ms. Coco and Ms. Rico improperly, and against the advice of Project counsel, withholding funds that belonged to CERIECO and waiting nearly a month before releasing them. As a result, CERIECO refused to provide the Project with funding in October, causing a cash shortfall. Ms. Coco ultimately recognized the issue and agreed to release the funds, following which 889 withdrew the complaint it made to this Panel in respect of the recirculation of funds issue. Notwithstanding this, it now seeks to reintroduce the issue by alleging a cash shortfall.

8. Mizrahi Inc. has failed to meet sales milestones set out in the agreement with the senior lender.

Ms. Coco and Ms. Rico have deliberately interfered with Mizrahi Inc.'s ability to sell units by, among other things, refusing to approve a marketing plan that was presented to them more than six months ago, refusing to approve the renewal of the Project's advertising, and refusing to pay Mizrahi Inc.'s sales commissions as set out in the Settlement Agreement, alleging that the listing agreement has expired and no longer applies.

These reflect only a sample of the significant disputes raised by 889's submissions.

Sam M. Inc. agreed to streamline and expedite an arbitration, in writing, on the basis of the relief 889 had already requested and on the premise that its submissions would comprise focused legal argument on the Project agreements and the Mediator's Proposal. 889 now seeks wide-ranging new relief and its submissions are permeated with contested factual allegations. Determination of these issues cannot be done on a paper record. Evidence and cross-examinations are required, in addition to an arbitral hearing.

Moreover, as set out in prior correspondence, Sam M. Inc. intends to advance claims that require resolution including that 889 has breached the Mediator's Proposal by refusing to pay to Mizrahi Inc. fees and commissions to which it is entitled. Mizrahi Inc. also intends to seek Ms. Rico's removal from the Project in light of the serious concerns that have been repeatedly asserted by the lenders.

We ask that the Panel convene a further case conference to set an arbitration timetable.

Yours truly,

A handwritten signature in blue ink, appearing to read "Nadia Campion".

Nadia Campion

cc. Nina Perfetto, David Levangie, and Kyle Kuepfer, Fogler Rubinoff LLP (via email)
Jonathan Lisus and Matthew Law, Lax O'Sullivan Lisus Gottlieb LLP (via email)

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

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

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

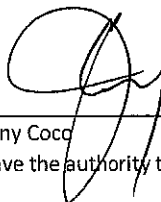
Note: Wire amounts noted in GBP may differ from the actual depending on FX at time of transfer

Authorized Signatures:



Sam Mizrahi

I have the authority to bind the corporation



Jenny Cocco

I have the authority to bind the corporation

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

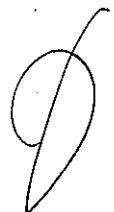
	<u>Date</u>	<u>Num</u>	<u>Total Balance</u>
KEB			<u>540.00</u>
Adam J. Brown			
	2021-01-15	18589	<u>6,322.35</u>
Total Adam J. Brown			6,322.35
Aercooustics Engineering Ltd.			
	2021-01-13	22259	<u>4,548.25</u>
Total Aercooustics Engineering Ltd.			4,548.25
Bousfields Inc.			
	2021-01-29	48354	<u>18,072.09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

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

	<u>Date</u>	<u>Num</u>	<u>Total Balance</u>
IBI Group Professional Services Inc			
	2021-01-28	10067312	3,568.56
	2021-01-28	10067308	3,957.52
Total IBI Group Professional Services Inc			<u>7,524.07</u>
Jensen Hughes			
	2021-01-11	INV4-0045080	2,577.81
Total Jensen Hughes			<u>2,577.81</u>
krcmar surveyors ltd			
	2020-09-30	44670/20	10,800.64
	2020-10-30	44873/20	2,764.16
	2020-10-30	44986/20	32,576.14
	2020-11-30	45197/20	4,748.32
	2021-01-29	45594/21	9,008.11
	2021-01-29	45658/21	5,838.34
	2021-01-29	45657/21	26,419.63
Total krcmar surveyors ltd			<u>92,155.34</u>
Laughlin Solutions Inc			
	2021-01-26	2021-006	3,649.64
Total Laughlin Solutions Inc			<u>3,649.64</u>
McIntosh Perry			
	2020-12-25	80052	5,209.30
Total McIntosh Perry			<u>5,209.30</u>
MCW Consultants Ltd.			
	2021-01-25	52110	3,955.00
Total MCW Consultants Ltd.			<u>3,955.00</u>
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.			<u>19,662.00</u>
Mulvey & Banani Lighting			
	2021-01-13	2116	5,085.00
Total Mulvey & Banani Lighting			<u>5,085.00</u>
Nixon Poole Lackie LLP			
	2021-01-13	688	31,385.75
Total Nixon Poole Lackie LLP			<u>31,385.75</u>
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			<u>105,991.92</u>
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	4,016.88
	2020-11-16	14316	2,242.59
	2020-12-08	14478	406.80
Total Rebar Enterprises Inc			<u>8,202.18</u>
Rowan Williams Davis & Irwin Inc.			
	2021-01-18	34766	20,198.75
Total Rowan Williams Davis & Irwin Inc.			<u>20,198.75</u>
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.			<u>7,720.45</u>
			<u><u>1,047,527.13</u></u>

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 Statement at Feb 2, 2021			7,090,564.00
		November 2020 Holdback			258,891.00
		December 2020 Holdback			233,502.00
		Holdback January 2021			272,943.01
Total KEB					7,843,900.01
CERIECO Canada Corp.					
		EPC Fee			282,228.80
Total CERIECO Canada Corp.					282,228.80
CERIECO Canada Corp.					
		1.5% Interest			216,875.00
Total CERIECO Canada Corp.					216,875.00
Mizrahi					
	2021-02-02	C828			3,306,597.16
Total Mizrahi					3,306,597.16
Mizrahi - GC					
	2021-02-19	C929			588,385.42
	2021-02-19	C930			428,531.34
	2021-02-19	C931			221,244.80
	2021-02-19	C932			490,557.43
	2021-02-19	C933			25,286.46
Total Mizrahi - GC					1,725,015.45
Osler, Hoskins & Harcourt LLP					
	2020-12-22	12462034			43,794.54
	2021-02-16	12481510			121,488.13
Total Osler, Hoskins & Harcourt LLP					165,282.67
Foster + Partners - CDN \$ Wire					
	2020-05-27	2304.105			38,000.00
	2020-05-27	2301.106			6,000.00
	2020-10-31	2304.115			38,000.00
	2020-10-31	2304.116			6,000.00
	2021-01-28	2304.121			38,000.00
	2021-01-28	2304.122			6,000.00
Total Foster + Partners - CDN \$ Wire					132,000.00
Foster + Partners - GBP Wire					
	2021-01-31	2359-9	40,880.00	1.90	77,672.00
	2021-01-31	2359-10	56,676.00	1.90	107,684.40
	2021-01-31	2359-11	14,169.00	1.90	26,521.10
	2021-01-31	2359-12	51,675.00	1.90	98,162.50
	2021-01-31	2359-13	25,837.50	1.90	49,091.25
	2021-01-31	2359-14	25,837.50	1.90	49,091.25
	2021-01-31	2359-19	52,445.00	1.90	99,645.50
Total Foster + Partners - GBP Wire			267,520.00		508,289.00
TOTAL					14,180,187.09




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

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



**Toronto****Tax Bill**

Interim 2021

Billing Date

Dec 16, 2020

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

RECEIVED

0058127
MIZRAHI DEVELOPMENT GROUP
(THE ONE) INC
126 HAZELTON AVE
TORONTO ON M5R 2E6

RECEIVED

LEGAL DESCRIPTION: YORK CON 1 FTB PT PARK LOT 9 AND
RP 63R658 PART 1 RP 63R3142 PART
16 RP 64R10632 PART 1
PROPERTY LOCATION: 1-11 BLOOR ST W
ASSESSED OWNER: MIZRAHI DEVELOPMENT GROUP
(THE ONE) INC
CUSTOMER NUMBER: 006411200

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

Important Information**Inquiry and Payment Counters**

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

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

Property Assessment

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

Visit mpro.ca and log in to AboutMyProperty to learn more about how the Municipal Property Assessment Corporation assessed your property, see the information on file, compare your property to others in your neighbourhood or file a Request for Reconsideration.

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

[Handwritten signature]

**Toronto****Tax Bill**

Interim 2021

Billing Date

Dec 16, 2020

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

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

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

CUSTOMER NUMBER > 005415098

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

Important Information**Inquiry and Payment Counters**

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

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

Property Assessment

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

Visit mmap.ca and log in to AboutMyProperty to learn more about how the Municipal Property Assessment Corporation assessed your property, see the information on file, compare your property to others in your neighbourhood or file a Request for Reconsideration.

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

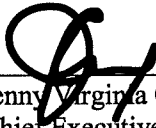
electronic form shall be binding to the same extent as an original signed signature page.

[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.

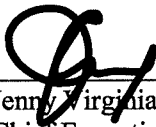
2819249 ONTARIO INC.

Per: _____


Name: Jenny Virginia Coco
Title: Chief Executive Officer

COCO INTERNATIONAL INC.

Per: _____


Name: Jenny Virginia Coco
Title: Chief Executive Officer

12823543 CANADA LTD.

Per: _____


Name: Jenny Virginia Coco
Title: Chief Executive Officer

SAM M INC.

Per: _____

Name: Sam Mizrahi
Title: President

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

2819249 ONTARIO INC.

Per: _____
Name: Jenny Virginia Coco
Title: Chief Executive Officer

COCO INTERNATIONAL INC.

Per: _____
Name: Jenny Virginia Coco
Title: Vice President

12823543 CANADA LTD.

Per: _____
Name: Jenny Virginia Coco
Title: Vice President

SAM M INC.

Per:  _____
Name: Sam Mizrahi
Title: President

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

AMENDING AGREEMENT

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

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

BETWEEN:

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

AND:

MIZRAHI INC.
(the “**Contractor**”)

WHEREAS:

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

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

1.0 AMENDMENTS TO THE CONTRACT

1.1 Claims for a Change in the Contract Price

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

2.0 **GENERAL**

2.1 **Confirmation**

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

2.2 **Interpretation**

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

2.3 **Enurement**

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

2.4 **Governing Law**

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

2.5 **Counterparts**

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

Signature page to follow

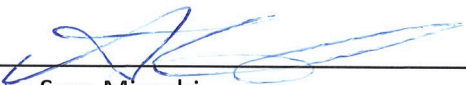
IN WITNESS WHEREOF, the Owner and the Contractor have caused this Agreement to be signed by their respective officers duly authorized to do so effective as of the day and year first above written.

THE OWNER

WITNESS

Mizrahi Development Group (The One) Inc.

By: 
Name: Amanda Brown
Title:

By: 
Name: Sam Mizrahi
Title: President

By:
Name:
Title:

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

I have authority to bind the Corporation

THE CONTRACTOR

WITNESS

Mizrahi Inc.

By: 
Name: Amanda Brown
Title:

By: 
Name: Sam Mizrahi
Title: President

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

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

FYI

Austin Taylor, HBBA
Senior Consultant, Cost & Project Management
Altus Expert Services, Altus Group
austin.taylor@altusgroup.com | www.altusgroup.com

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

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 Yanquelevec <esteban@mizrahidevelopments.ca>; Colin Doran <colin.doran@altusgroup.com>
Subject: Re: CM Agreement

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

Sorry for the delayed response, as requested:



Mark Kilfoyle
CFO and COO
125 Hazelton Avenue
Toronto, Ontario M5R 2E4
T. 416.922.4200 ext.4220
F. 1.866.300.0219
E. Mark@MizrahiDevelopments.ca

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

Altus Group is a leading provider of commercial real estate advisory services, software and data solutions.

CCDC 2

stipulated price contract

2 0 0 8

THE ONE
1 Bloor Street West

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

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

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

DEFINITIONS

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

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

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

PART 2 ADMINISTRATION OF THE CONTRACT

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

PART 3 EXECUTION OF THE WORK

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

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

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

PART 6 CHANGES IN THE WORK

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

PART 7 DEFAULT NOTICE

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

PART 8 DISPUTE RESOLUTION

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

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

PART 10 GOVERNING REGULATIONS

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

PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

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

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

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

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

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

CCDC Copyright 2008

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the 14 day of May in the year 2019 .

by and between the parties

Mizrahi Development Group (The One) Inc.

hereinafter called the "*Owner*"

and

Mizrahi Inc.

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

Construction of 1 Bloor St West Condominium, Retail and Hotel

insert above the name of the Work

located at

1 Bloor St West (formerly known as 1, 11, Bloor St West & 768, 770, 774, 778, 780 Yonge Street), or as otherwise to be ame

insert above the Place of the Work

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

Altus Group

insert above the name of the Consultant

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

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

1.3 commence the *Work* by the 1st day of August in the year 2017 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 31st day of December in the year 2022 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

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

Schedule 'B' - Scope of Work

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

ARTICLE A-4 CONTRACT PRICE

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

FIVE HUNDRED EIGHTY THREE MILLION ONE HUNDRED SIXTY FOUR THOUSAND ONE HUNDRED /100 dollars \$ 583,164,100.00

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

SEVENTY FIVE MILLION EIGHT HUNDRED ELEVEN THOUSAND THIRTY /100 dollars \$ 75,811,333.00

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

SIX HUNDRED FIFTY EIGHT MILLION NINE HUNDRED SEVENTY /100 dollars \$ 658,975,433.00

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

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

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

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

HSBC Bank of Canada

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

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

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

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

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

Owner

Mizrahi Development Group (The One) Inc.

*name of Owner**

189 Forest Hill Road
Toronto, Ont. M5P 2N3

address

facsimile number

reception@mizrahicorp.com

email address

Contractor

Mizrahi Inc.

*name of Contractor**

125 Hazelton Ave
Toronto, On. M5R 2E4

address

866-300-0219

facsimile number

reception@mizrahidevelopments.ca

email address

Consultant

Altus Group

*name of Consultant**

33 Yonge Street Suite 500
Toronto, On. M5E 1G4

address

416-641-9630

facsimile number

andrew.driver@altusgroup.com

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

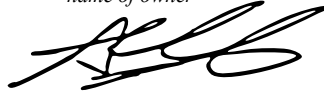
OWNER

Mizrahi Development Group (The One) Inc.

name of owner



signature



signature

Amanda Brown
name of person signing

Sam Mizrahi - President
name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

Mizrahi Inc.

name of Contractor



signature



signature

Amanda Brown
name of person signing

Sam Mizrahi - President
name and title of person signing

signature

signature

name of person signing

name and title of person signing

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

DEFINITIONS

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

1. Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

3. Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

5. Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

9. Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

10. Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. Product

Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

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

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

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

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

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

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

GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

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

GC 3.8 LABOUR AND PRODUCTS

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

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

GC 3.11 USE OF THE WORK

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

GC 3.12 CUTTING AND REMEDIAL WORK

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

GC 3.13 CLEANUP

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

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

GC 5.3 PROGRESS PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

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

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 7 DEFAULT NOTICE

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

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

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

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

GC 8.3 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

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

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

GC 11.2 CONTRACT SECURITY

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

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

GC 12.2 WAIVER OF CLAIMS

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

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

GC 12.3 WARRANTY

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

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

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

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 27th 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 1st 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 31st day of December in the year 2022.”

1.2 Contract Documents

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

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



- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- Schedule "A" – Scope of Work
- Schedule "B" – Construction Schedule
- Schedule "C" – Specifications and Drawings"

1.3 Definitions

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

"25. Work

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

1.4 Schedule "A" of the Contract

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

1.5 Schedule "B" of the Contract

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

1.6 Schedule "C" of the Contract

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

2.0 GENERAL

2.1 Confirmation

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

2.2 Interpretation

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

2.3 Enurement

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

2.4 Governing Law

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

2.5 Counterparts

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

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

THE OWNER

Mizrahi Development Group (The One) Inc.

By: 
Name: Sam Mizrahi
Title: President

By: _____
Name: Jenny Coco
Title: Vice-President

I have authority to bind the Corporation.

THE CONTRACTOR

Mizrahi Inc.

By: 
Name: Sam Mizrahi
Title: President

I have authority to bind the Corporation.

EXHIBIT A

Schedule "A" – Scope of Work

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

The principal items of *Work* are listed below:

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



EXHIBIT B

Schedule "B" – Construction Schedule

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 4th day of May, 2022.

BETWEEN:

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

AND:

MIZRAHI INC.
(the “Contractor”)

WHEREAS:

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

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

1.0 AMENDMENTS TO THE CONTRACT

1.1 Claims for a Change in the Contract Price

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



2.0 **GENERAL**

2.1 **Confirmation**

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

2.2 **Interpretation**

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

2.3 **Enurement**

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

2.4 **Governing Law**

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

2.5 **Counterparts**

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

Signature page to follow

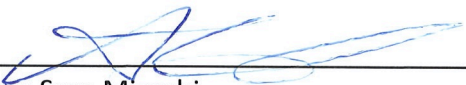
IN WITNESS WHEREOF, the Owner and the Contractor have caused this Agreement to be signed by their respective officers duly authorized to do so effective as of the day and year first above written.

THE OWNER

WITNESS

Mizrahi Development Group (The One) Inc.

By: 
Name: Amanda Brown
Title:

By: 
Name: Sam Mizrahi
Title: President

By:
Name:
Title:

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

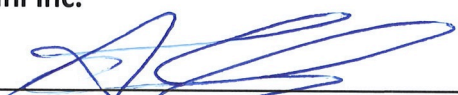
I have authority to bind the Corporation

THE CONTRACTOR

WITNESS

Mizrahi Inc.

By: 
Name: Amanda Brown
Title:

By: 
Name: Sam Mizrahi
Title: President

APPENDIX “23”
ARBITRATION AWARD DATED JUNE 24, 2023

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

B E T W E E N:

12823543 CANADA INC.

Claimant

-and-

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

Respondents

AWARD

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

Arbitral Jurisdiction and Procedure

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

The Factual Matrix

The Parties and their Relationship

3) Sam M. Inc. and 12823543 Canada Inc.¹ 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

¹ 12823543 Canada Inc. acquired the interests of 8891303 Canada Inc. through amalgamation.

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

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

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

The Proposed Purchase of Jenny's Interest in the Project

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

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

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

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

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

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

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

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

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

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

The Appointment of Henein Hutchison LLP

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

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

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

The Disputed Resolution

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

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

Analysis

The Validity of the Disputed Resolution

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

Jenny's consent.² 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.

² 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.³

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

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

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

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

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

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

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

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

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

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

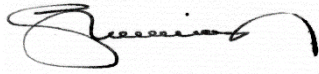
The Disputed Appointment of HHR

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

Costs

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

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



STEPHEN RICHARD MORRISON



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.

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

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

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

SAM M INC.

Per: _____


Sam Mizrahi, President

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

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

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

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

Authorized Signatures:

Sam Mizrahi

I have the authority to bind the corporation

NOT APPROVED

Jenny Coco

I have the authority to bind the corporation

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

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

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

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

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

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				
	09/01/2022	2022-087	11,300.00	What was the value of the original contract? Provide details - without details NOT APPROVED.
	10/06/2022	2022-120	4,520.00	What was the value of the original contract? Provide details - without details NOT APPROVED.
Total Laughlin Solutions Incorporated			15,820.00	
Lawrence Finn and Associates Limited				
	09/18/2022	4457	9,350.75	
	09/20/2022	4458	7,910.00	
	09/20/2022	4459	2,373.00	
Total Lawrence Finn and Associates Limited			19,633.75	Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI
Masters Insurance Limited				
	10/03/2022	406837-B	23,437.08	Approved
Total Masters Insurance Limited			23,437.08	
McIntosh Perry Limited				
	09/29/2022	56937	3,898.50	Not approved, this is a different Project # CCO-232030-00 Phase 71 reference.
Total McIntosh Perry Limited			3,898.50	
Osler, Hoskins & Harcourt LLP				
	09/26/2022	12675824	221,367.74	Approved conditional upon receipt of all supporting back up for the invoice. Siva to request a copy from legal.
Total Osler, Hoskins & Harcourt LLP			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.				
	10/04/2022	7958	17,528.36	Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI
Total Reputation.ca Ltd.			17,528.36	
Rogers				
	10/11/2022	TBD-2022	275.67	Approved
Total Rogers			275.67	
Spectra-Con Group Inc.				
	10/01/2022	2198	710.31	From prior site meetings (including Mike Clark, Rocky Coco, Josh Lax), Coco requested a comprehensive detailed listing of all costs associated to the Hyatt / Andaz for approval. To date, no information has been provided.
Total Spectra-Con Group Inc.			710.31	
St. Joseph Media				
	09/30/2022	IN1151	35,877.50	Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI
Total St. Joseph Media			35,877.50	

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

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

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

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

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

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

MIZRAHI GC COSTS:

S		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:
I		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.
T		
E		
L		12 General Labourers & Supervisor: Mizrahi has invoiced monthly GL at a rate of \$103.21to \$203/hour (and many Overtime above the subject rates). These rates exceed industry standard. Coco protests the same, and is requesting a copy of certified payroll, to be audited by a third party consultant for confirmaiton of personnel rates and confirmation of their on site attendance. The rates are excessively higher than industry standard, and a comprehensive review should be implemented from the date of the Control Agreement until today's date. Coco supports the review by a third party consultant approved by Coco,
A		
B		
O		
U		
R		20 Traffic Control Personnel: TO INVESTIGATE IF TRAFFIC MANAGEMENT IS BY A THIRD PARTY??? As the Control Agreement is no longer in place, Coco requests an accountability of the management of traffic control. Daily, MI charges 20 Traffic Control Personnel with no accountability and at excessive rates, at an excessive rate of \$96.66/hour to \$144.98/hour overtime. A review should be conducted from the implementation of the Control Agreement to current, with adjustments as required. Coco supports the review by a third party consultant, approved by Coco.

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

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

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

Name		Date	Description	Open Balance	TD Payment 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	-	
				-	
				13.91	-
TOTAL					

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

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

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

Authorized Signatures:

Sam Mizrahi
I have the authority to bind the corporation

NOT APPROVED SEE INDIVIDUAL TABS FOR DETAILS

Jenny Coco
I have the authority to bind the corporation

	December 2022					November 2022					October 2022					September 2022					August 2022						
Vendor	Date	Num	Open Balance	DC Comments	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	COCO Approved OR Not Approved (N.A.)	Jenny Comments					
181 Davenport Retail Inc.	12/29/2022	Jan 2023 Rent	32,016.66	PAID	Not Approved. However, Mizrahi already processed this invoice last month (12/29) without notification to Coco. Hana was aware this invoice was not on the payment listing and proceeded to process payment without notification to Coco. Hana proceeded to allow Mizrahi to process and wired funds accordingly. See attached KEB Hana bank statement for Dec 2022. [Attachment 1] Not approved - This is a 17% increase is not representative of commercial rate increases in the market for incumbent tenant. [Attachment 2] Not approved - Lease has expired. Coco comments remain status quo from prior period (see comments above)																						
	12/21/2023	Jan 2023 Retro Paym	5,650.00												09/28/2022	2022-013	55,942.31	Taxes approved for payment.									
Total 181 Davenport Retail Inc.	02/01/2023	Feb 2023 Rent	37,666.67						12/01/2022	Dec 2022 Rent	32,016.66			FINAL LEASE PAYMENT. Coco does not approve any further extensions be granted.	11/01/2022	Nov 2022 Rent	32,016.66	Approved with no further extensions granted.	10/01/2022	Oct 2022 Rent	32,016.66	Approved					
7296126 Canada Inc.			76,333.33					-				32,016.66				87,966.97				32,016.66							
Total 7296126 Canada Inc.			-					-				9,564.55	Unable to approve without a budget for the Andaz Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. Altus Report ".....increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget....." Coco has perpetually requested information with no response.			-			-								
Aerocoustics Engineering Ltd.			-					-				-		10/01/2022	24274	5,085.00	Approved										
Total Aerocoustics Engineering Ltd.			-			12/05/2022	0024514	3,405.54	Approved contingent upon Coco receiving information if this forms part of the contract or is an extra. If an extra, why?			-		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?					
Avison Young Valuation & Advisory Servic			-					-				-				16,635.01				9,060.60							
Total Avison Young Valuation & Advisory Servic			-					-				-		09/30/2022	A20220820782619	10,678.50	Unable to approve an invoice if the report is not submitted to Owner (Coco). Also, why was this appraisal completed without the prior approval and consent of a 50% owner?			10,678.50							
Altus Group Limited			-					-				-				10,678.50				10,678.50							
Altus Group Limited	11/16/2023	441684	11,829.88	Schedule review done requires revision and deep dive on July 2022 schedule which is overdue as dates are not acheivable	Approved, conditional upon Altus revising the Budget / Construction Schedule to reflect the lack of execution by the Constructor (Mizrahi).			-				-				-				11,384.47	Approved						
Total Altus Group Limited	12/14/2022	446684	6,208.67		Same as above			-		10/21/2022	439722	7,074.53	Approved, contingent upon Coco receiving a copy of the "miscellaneous Correspondence (Borrower / Lender)" as noted in the invoice.			-		09/08/2022	434512	11,384.47	Approved						
Avenue Marble Restoration Inc.			18,038.55					-				7,074.53				-				11,384.47							
Total Avenue Marble Restoration Inc.	12/13/2022	6934	2,486.00		Not approved - Landlord is responsible for this work (Mizrahi), as lease has expired. See comment above under 181 Davenport			-				-				-				-							
BA Consulting Group Ltd.			-					-				-				-				-							
Total BA Consulting Group Ltd.			-					-				-				-		08/01/2022	77307	757.10	Approved						
Borden Ladner Gervais LLP			-					-				-				-				757.10							
Total Borden Ladner Gervais LLP	12/20/2022	698191641	7,959.72	Summary assessment on Parkland Dedication appeal is still pending	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 \$100k are assessed to the site with no explanation from Mizrahi Inc. This should not be a project costs.	11/30/2022	698180737	8,656.37	Approved contingent upon additional information of the status of the Parkland Dedication Appeal. To date, no update from MI team or legal.	10/31/2022	698169999	1,472.96	Approved. Status of the Parkland Dedication Appeal status?	09/29/2022	698158005	2,415.38	Approved. Status of the Parkland Dedication Appeal?	08/31/2022	698148880	7,969.89	Approved	Update on the status of the municipal negotiations					
Bousfields Inc.			-					-				1,472.96				2,415.38				7,969.89							
Total Bousfields Inc.			-					-		10/28/2022	57890	1,483.13	If the Project has final planning approvals, what additional planning services is undertaken in this invoice? Not approved until additional information is provided regarding scope of services / works.	09/28/2022	57694	2,330.63	Approved conditional upon receipt of additional information, what Planning issue remains outstanding?			-							
BuzzBuzzHome			-					-				1,483.13				2,330.63				-							
Total BuzzBuzzHome			-			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					
Chart Communications Inc.			-					-				8,475.00	In addition to the comments of last month (which we shall not repeat again), we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following: "2.01(26)(ii) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now \$2.7M over budget with no results. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above.	10/31/2022	2022R-100	8,475.00	Communication Budget continues to be unilaterally approved by Sam, as per prior submissions dating from 2019. As repeatedly mentioned, the current spend is well in excess of 300% over budget. Sam agreed to present to Coco (Jenny Coco) a budget in 2019. Instead, Sam delivered a "dry run" with Maria (accountant for the Project) only. To date, Sam has refused to present a budget and perpetually postpones engagement of Coco for approvals. Coco continues to have concerns with mis-appropriation of the budget towards "branding" of Mizrahi Developments. As perpetually disputed and noted, Coco continues to be most concerned with the misuse of the communication budget with no accountability.			-		09/01/2022	2022R-078	8,475.00		16,950.00	
Total Chart Communications Inc.			-					-				8,475.00				-		08/31/2022	12184	1,576.35							

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

Vendor	December 2022					November 2022				October 2022				September 2022				August 2022				
	Date	Num	Open Balance	DC Comments	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	COCO Approved OR Not Approved (N.A.)	Jenny Comments
	12/15/2022	71079	28,250.00	Can be approved	Not Approved - As the invoice relates strictly to the increased cost of insurance for 2022 due to project delay, it should not be borne by the Project. Note, Coco did not participate in this negotiation and has repeatedly asked questions in support of this vendor's invoice.	11/30/2022	70815	6,667.00	Same as above re: Andaz / Hyatt.	10/18/2022	70722	11,949.75	This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in 1.15 - the Core Architect contract has not been finalized. This has been outstanding for many years - why?	10/07/2022	70701	1,186.50	Approved - confirm status of new application	09/01/2022	70485	28,250.00		Explain if insurance was included in the original quotation as a separate line item?
Total Core Architects Inc			160,813.13					149,442.50				11,949.75				295,710.30				28,250.00	Approved with question	
Daoust Vukovich LLP						11/30/2022	124296	1,024.06	Not Approved - 50% shareholder does not approve the lease of Triovest site as previously noted. This is 100% a Mizrahi expense.													
						11/30/2022	124294	19,529.37	Coco approves payment contingent upon final results of the Court Case. If the Project is unsuccessful in the legal matter, Coco shall be entitled to seek damages against the GC - Mizrahi for failure to execute the delivery of the unit to the tenant on a timely basis, given Mizrahi advised Coco the unit would be delivered on time and on budget.	10/31/2022	123611	1,743.03	Not Approved - 50% shareholder does not approve the lease of Triovest site as previously noted. This is 100% a Mizrahi expense.	09/30/2022	123015	1,272.95	Not Approved - 50% shareholder does not approve the lease of Triovest site as previously noted.	08/08/2022	Credit @ Daoust (441-	3,047.71		
						11/30/2022	124295	1,695.00	As per the Natalie Vukovich's invoice summary, Coco is requiring information as to why the lender is inquiring with respect to the Termination Right of KSFG? Why is Andaz addressing F+B in lieu of KSFG?	10/31/2022	123660	173,722.90	Coco approves payment contingent upon final results of the Court Case. If the Project is unsuccessful in the legal matter, Coco shall be entitled to seek damages against the GC - Mizrahi for failure to execute the delivery of the unit to the tenant on a timely basis, given Mizrahi advised Coco the unit would be delivered on time and on budget.	09/30/2022	123014-123017	151,610.82	Approved & request a copy of all correspondences Vukovich sent to Mizrahi re: Apple Lease.	09/01/2022	122336-122337	83,744.70		Submit a copy of the memos and correspondences from Apple as reference in the invoice
Total Daoust Vukovich LLP			-					22,248.43				175,465.93				152,883.77				80,696.99	Approved	
Delta Furniture								-		10/01/2022	12720R	1,960.50	Unable to approve without a budget for the Andaz Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. Altus Report "...increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget...." Coco has perpetually requested information with no response.									
Total Delta Furniture			-					-				1,960.50										
Dentons Canada LLP	01/01/2023	3727721	3,239.52	Includes time charged for Coco dispute which should not be charged to the Project.	Not approved - Coco has not approved the incorporation of a new entity. Denton's has not communicated with Cocos on this subject matter as a 50% equity stakeholder.	12/01/2022	3720121	2,520.44	As noted previously and below, Coco does not support the engagement of Rimer for the EMM case. Secondly, there has been no reporting or accountability to Coco.					10/01/2022	3704241	44,950.81	Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.					
	01/01/2023	3727805	16,045.85	Relates to strata severance	Not approved - In review of the invoice, Denton's references Strata Severance. However, in review of the invoice, it is apparent it includes, Mappro Realty Claim vs Mizrahi Developments Inc., Heritage Conservation District, Strategy Corp Strategy Meeting (purpose?), Court Attendance and Charges with Sam Mizrahi (Purpose?).	12/01/2022	3720144	49,410.64	Denton's invoice highlights matters of which Coco is not aware and require information prior to approval for payment of invoice. Just to mention a few - Heritage proceedings; staging permit issues; status of additional floors application; LPAT. To date, Rimer has not consulted with Coco on any matters, nor reported to Coco. Given his exclusive engagement and reporting to Mizrahi, all accounts should be for the account of Mizrahi.	10/31/2022	3711630	4,636.89	Denton's invoices reflects it is reporting solely to Sam Mizrahi, thus not reporting to a 50% client (Coco) and several matters on the Description of Work relate solely to Sam Mizrahi. For the record, Coco has not sent emails directly to Rimer, and the professional services memo is inaccurate.	10/01/2022	3704262	49,845.77	Pre-paid and Coco has still not approved prior invoice, and requires accountability of all prior invoices related to the Muzzo litigation matter. NOT APPROVING ANY DENTON'S INVOICES AS PER PRIOR EMAIL, AND REPLACEMENT INVOICES ARE NOT ACCEPTABLE WITHOUT SUPPORTING DETAILS!	08/15/2022	3694747	141,516.87	Not approved	Coco has repeatedly requested a comprehensive review of the management of this file by Denton's (*)
	01/01/2023	3727824	32,558.35	Relates to Mappro Realty	Not approved - 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 project cost and should be charged back to the construction contractor, Mizrahi.	12/01/2022	3720203	46,499.06	Coco has previously requested information related to Municipal Code Violation and to date, no information has been provided. Coco does not support payment, as any by law infraction (noise violation) is for the account of the Developer, Mizrahi.	10/31/2022	3711639	5,179.95	As noted previously and below, Coco does not support the engagement of Rimer for the EMM case. Secondly, there has been no reporting or accountability to Coco.	10/01/2022	3704294	36,531.82	Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.	08/22/2022	3694352	107,348.12	Not approved	Same as above & explain the consultant expert (*)
	01/01/2023	3727839	13,551.35	Information on Municipal code violation is still pending and law infraction penalties should be paid by Developer and not charged to the project.	Not Approved - Information on Municipal code violation is still pending and law infraction penalties should be paid by Developer and not charged to the project.	12/01/2022	3720242	5,497.10	Phil Rimer has not consulted with Coco regarding trust conveyance matter, thus, this is for the account of Mizrahi.	10/31/2022	3711659	47,235.97	Coco does not support given Denton's has failed to report to the Client (50% Coco), and why has Strategy Corp been engaged?	10/01/2022	3704318	52,811.39	Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.	09/01/2022	3699596	160,782.54	Approved with question	Is this invoice related to the additional floors or severance? Explain?
	01/01/2023	3727869	19,944.81	Re: Trust conveyance. Rimer has not updated Coco on this matter and should not be charged to the project and paid directly by Mizrahi	Not approved - Rimer has not updated Coco on this matter and should not be charged to the project and paid directly by Mizrahi.	12/01/2022	3721599	10,350.67	Denton's invoice details reference matters such as meting with Sam on the contol agreement; Cerieco, Bank of NY (KYC), all matters which Coco has not been consulted upon, nor informed. Once again, this is for the account of Mizrahi, as Denton's has failed to report to the Cocos.	10/31/2022	3711679	29,809.14	Coco does not support given Denton's has failed to report to the Client (50% Coco). Why the Code Violation? What Code Violation(s)?	10/01/2022	3704339	17,531.66	Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.	09/01/2022	3699625	61,726.96	Not approved	Same as above & explain the consultant expert (*)
	01/01/2023	3618968	313,985.07	Re: Project Orient for period October 2020 and June 2022 for debt funding agreements. Legal invoice is delayed and unsure if hours are correctly charged after such a long gap. This should be queried prior to approval.	Not approved - This invoice references "Project Orient" for the period October 2020 and June 2022 for debt funding agreements.					10/31/2022	3711685	9,060.39	Coco has not consented to Denton's as Project counsel, due to conflict of interest.	09/30/2022	Credit @ Dentons 3699-	3,238.56	Pre-paid and Coco has still not approved prior invoice, and requires accountability of all prior invoices related to the Muzzo litigation matter. NOT APPROVING ANY DENTON'S INVOICES AS PER PRIOR EMAIL, AND REPLACEMENT INVOICES ARE NOT ACCEPTABLE WITHOUT SUPPORTING DETAILS!	09/19/2022	3700938	41,547.22	Not approved	Why is Wellington included in the invoice? Provide a copy of the M of L Charge / OHSA - GC responsibility & cost / Why was Coco not notified?
Total Dentons Canada LLP			399,324.95		See all comments above.			114,277.91				95,922.34				198,432.89				512,921.71		
Design Agency						12/01/2022	26873-R1	8,374.29	Not Approved -- First and foremost, this consultant is over the original budget, but also Coco not received the final hotel budget from Mizrahi, sharing the same concerns as noted in the Altus Report.	11/01/2022	26778	1,047.20	Not Approved -- First and foremost, this consultant is over the original budget, but also Coco not received the final hotel budget from Mizrahi, sharing the same concerns as noted in the Altus Report.				Andaz Hotel Design changes beyond original scope of work continue to be disputed, as Coco (50% stakeholder has not been engaged nor consulted with) and clarification required.	09/01/2022	26542	13,367.38	Approved with question	Why has budget been exceeded again?
										11/01/2022	26779	7,198.10		10/01/2022	26652	6,834.52						

Cheques

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

Vendor	December 2022				November 2022				October 2022				September 2022				August 2022						
	Date	Num	Open Balance	DC Comments	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	COCO Approved OR Not Approved (N.A.)	Jenny Comments	
Total Jones Lang LaSalle Real Estate Services	12/01/2022	CA014032444	4,700.80	Unsure on scope of works. Billed for Commissioning services. Last invoiced in June 2020.	Not approved - Unclear on Contract for the sum of \$81,044.			-				-				-							
Joy Von Tiedemann Photography Inc.																							
Total Joy Von Tiedemann Photography Inc.			-					21,879.64	In addition to the comments of last month (which we shall not repeat again), we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following: "2.01(26)(i) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejects in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now \$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.			-				-				-			
JF Fabrics													This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports.			-				-			
Total JF Fabrics			-					-				2,085.59				-				-			
KEB Hana Bank Canada			-					-				-				1,846.60				-			
Total KEB Hana Bank Canada			-					-				-				1,140.36				-			
Krcmar Surveyors Ltd.	12/01/2022	50449/22	12,000.70	Survey plotting, GPS and field visit	Approved conditional upon receipt of information on Contract and Scope of Work. Any additional increase in costs will put this package costs over-budget.	12/15/2022	LC 4.6 K Renewal	100.00	Invoice has already been paid and processed.			-		10/10/2022	LG \$369K	1,846.60				-			
	12/30/2022	51417/22	14,888.43	Survey plotting, GPS and field visit	Approved conditional upon receipt of information on Contract and Scope of Work. Any additional increase in costs will put this package costs over-budget.	12/14/2022	LG Renewal fee City of Toronto for Heritage Equipment. \$750,000. Renewal fee@0.875% extension 6 months - exp. 10Aug2023	6,912.50				-		10/14/2022	LG \$228K	1,140.36				-			
Total Krcmar Surveyors Ltd.			26,889.13			12/14/2022	LG Renewal fee City of Toronto for Storm sewer \$300,320.16. Renewal fee@0.875% extension 6 months - exp. 10Aug2023	3,231.55				-								-			
						12/14/2022	LG Renewal fee City of Toronto for Bates Park Improvements. \$228,071.88. Renewal fee@1.00% extension 7 months - exp. 14Aug2023	2,280.72	Note: solely signed by Sam Mizrahi without Coco consent.			-				2,966.96				-			
Total Krcmar Surveyors Ltd.								12,524.77				-				2,966.96				-			
Lacquer Craft Hospitality Inc.																							
Total Lacquer Craft Hospitality Inc.			-					-												-			
Laughlin Solutions Incorporated																							
Total Laughlin Solutions Incorporated	12/29/2022	2022-155	12,430.00	Transportation Service Permit for Mertz charges. Last month's IC comments states that permit work should have been completed.	Not approved - Coco was advised all permits were received, yet charges continue to exist for permitting. It is apparent there are documents required by Meritz, Coco not informed. Request details of communication required by Lender from Borrower - Mizrahi?	11/27/2022	2022-135	6,780.00	Approval contingent upon receipt of information regarding the building, plumbing and HVAC Permits. Coco was advised all permits were received, it is apparent there are several outstanding from this invoice for services rendered.	11/04/2022	2022-126	27,120.00	Not approved until details provided related to all matters discussed herein.	10/06/2022	2022-120	4,520.00	What was the value of the original contract? Provide details - without details NOT APPROVED.				-		
Lawrence Finn and Associates Limited																							
Total Lawrence Finn and Associates Limited			-					26,140.85				17,362.45				19,633.78				26,919.99		Communication Budget exceeded over 300% with no approvals from Coco	
Lerch Bates Inc.			-																				
Total Lerch Bates Inc.			-					-				-				-				12,350.00		Why was Lerch Bates retained?	
																				12,350.00	Approved with question		

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

Vendor	December 2022					November 2022					October 2022					September 2022					August 2022				
	Date	Num	Open Balance	DC Comments	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	COCO Approved OR Not Approved (N.A.)	Jenny Comments			
	12/30/2022	396940	1,076.33	Façade Engg	Approved conditional upon confirmation the scope of work for Design / Construction / Bidding Support is 100% complete and there are no additional Project costs. Secondly, why is contract Administration at 75.5% if the construction work is only 48% as of November 2022?	11/30/2022	393715	19,831.50	Approved - within budget.	10/31/2022	391277	14,690.00	Approved - within Budget	10/01/2022	388062	1,076.33	Approved	09/01/2022	386104	1,076.33					
Total Read Jones Christoffersen Ltd.			20,925.18					20,907.83				21,137.94				21,102.48				20,851.33	Approved				
Rebar Enterprises Inc.	01/01/2023	18990	678.00		Approved					10/20/2022	19364	406.80						09/01/2022	18366	406.80					
	01/01/2023	19054	542.40		Approved					10/20/2022	19365	474.60						09/01/2022	18367	813.60					
	01/01/2023	19055	339.00		Approved					10/31/2022	19438	28,378.93	Approved.			-		09/01/2022	18368	339.00					
Total Rebar Enterprises Inc.	01/01/2023	19126	15,273.77	Steel Fabrication and Wall	Approved			-				29,260.33				-		09/01/2022	18689	717.90					
Remy Del Bel			16,833.17					-				29,260.33				-		09/01/2022	18877	3,591.94	5,869.24	Approved			
						re: Kosher meals and event rental			NOT APPROVED - Holiday party and event rent without approval of Coco																
Total Remy Del Bel			-			12/09/2022	12092022	11,079.21				-				-				-	Not Approved	Communication Budget exceeded over 300% with no approvals from Coco			
Renwil Inc.																									
													This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports.												
Total Renwil Inc.			-					-		10/01/2022	SO-1473050	1,104.00				-				-					
Reputation.ca Ltd.			-					-				1,104.00				-				-					
Total Reputation.ca Ltd.			-					-				-		10/04/2022	7958	17,528.36	Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI	06/02/2022	7675	10,170.00	10,170.00	Not Approved			
Rogers	01/11/2023	TBD	275.67	Approved	Approved	12/01/2022	TBD-Dec:2022	275.67	Approved	11/11/2022	2559702774	275.67		10/11/2022	2547391972	275.67	Approved	09/11/2022	2535147374	275.67					
Total Rogers			275.67					275.67				275.67				275.67				275.67	Approved				
Rowan Williams Davies & Irwin Inc.										11/07/2022	ARIV1005194	14,125.00	Approved - within Budget			-		03/31/2022	ARIV1002582	94,129.00					
Total Rowan Williams Davies & Irwin Inc.			-					-				14,125.00				-				94,129.00	Approved				
Spectra-Con Group Inc.																									
Total Spectra-Con Group Inc.			-					-				-		10/01/2022	2198	710.31	From prior site meetings (including Mike Clark, Rocky Coco, Josh Lax), Coco requested a comprehensive detailed listing of all costs associated to the Hyatt / Andaz for approval. To date, no information has been provided.			-					
St. Joseph Media	12/15/2022	IN2062	19,210.00	Marketing and Communications spend has exceeded the budget and until this is resolved, no approval should be made	Not Approved - In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following: "2.01(26)(i) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of \$2.7M over budget with questionable results. An email was sent on January 3rd, 2023, and to date, we have received no response from Mizrahi. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above.	11/18/2022	IN1731	19,210.00	In addition to the comments of last month (which we shall not repeat again), we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following: "2.01(26)(i) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now \$2.7M over budget with no results. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above.	10/20/2022	IN1339	19,210.00	Communication Budget continues to be unilaterally approved by Sam, as per prior submissions dating from 2019. As repeatedly mentioned, the current spend is well in excess of 300% over budget. Sam agreed to present to Coco (Jenny Coco) a budget in 2019. Instead, Sam delivered a "dry run" with Maria (accountant for the Project) only. To date, Sam has refused to present a budget and perpetually postpones engagement of Coco for approvals. Coco continues to have concerns with misappropriation of the budget towards "branding" of Mizrahi Developments. As perpetually disputed and noted, Coco continues to be most concerned with the misuse of the communication budget with no accountability.	09/30/2022	IN1151	35,877.50	Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI	08/01/2022	IN448	19,210.00	12,995.00	32,205.00	Not Approved	Communication Budget exceeded over 300% with no approvals from Coco	
Total St. Joseph Media			19,210.00					19,210.00				19,210.00				35,877.50				32,205.00					
Suite 22													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 Suite 22			-					-		10/24/2022	1148	5,427.75				-				-					
Sun-Brite																									
						11/07/2022	52895	3,819.00	This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports.							-				-					
Total Sun-Brite			-					3,819.00				-				-				-					
Toronto Concrete Floors Ltd.																									
						11/30/2022	1321-001	2,825.00	This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports.							-				-					
Total Toronto Concrete Floors Ltd.			-					2,825.00				-				-				-					
The Manufacturers Life Insurance Company	01/01/2023	Jan 2023 Rent	4,337.32	Church St unit rent has been renewed beyond Dec 2022 (Jan-Oct 2023) w/o Coco's approval	Not approved - Mizrahi renewed without consultation or approval from Coco for the period Jan - Oct 2023																				
	02/01/2023	Feb 2023 Rent	4,337.32	Church St unit rent has been renewed beyond Dec 2022 (Jan-Oct 2023) w/o Coco's approval	Not approved - Mizrahi renewed without consultation or approval from Coco for the period Jan - Oct 2023					12/01/2022	Dec 2022 Rent	4,337.31	Approved with no extensions beyond December 2022 rent, as Coco has not been informed of the final budget, nor why the perpetual delays in completion of this scope of work. Any extensions are a backcharge to the GC - Mizrahi.	11/01/2022	Nov 2022 Rent	4,337.31	Approved but no extensions shall be granted until Coco is informed on the Hyatt premises and construction, as previously requested from MI	10/01/2022	Oct 2022 Rent	4,337.31	4,337.31	Approved	Confirm term until December and status of unit(s)?		
Total The Manufacturers Life Insurance Company			8,674.64					-				4,337.31				4,337.31				4,337.31					
Valcoustics Canada Ltd.	12/01/2022	0030888	6,343.96	Acoustic engg. Consulting	Not approved - this is a noise by-law infraction caused by Mizrahi the constructor, and Mizrahi is responsible for payment of this fee.																				
	12/28/2022	0031126	4,900.81	Acoustic engg. Consulting	Not approved - this is a noise by-law infraction caused by Mizrahi the constructor, and Mizrahi is responsible for payment of this fee.																				
Total Valcoustics Canada Ltd.			11,244.77					-				-				-				-					

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

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

December 2022					November 2022					October 2022					September 2022					August 2022								
Vendor	Date	Num	FX	Open Balance	JC COMMENTS:	Date	Num	FX	Open Balance	JC COMMENTS:	Date	Num	FX	Open Balance	(N. A)	Date	Num	FX	Open Balance	APPROVED (N. A)								
Architex International					Approved subject to an update on Apple Case.					Not approved as follows: i) why are we paying off a proforma invoice? ii) Unable to approve without a budget for the Andaz Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. <i>Altus Report</i> ".....increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget....." Coco has perpetually requested information with no response.	10/21/2022	836582	USD 171.64 x 1.5	257.46														
Total Architex International				-					-		11/27/2022	838115	USD 172.38 x 1.5	258.57				0.00		0.00								
Bae, Kim & Lee LLC					Approved subject to an update on Apple Case.					Approved - what is Ibis litigation?																		
	01/11/2023	F-2023-01-0050	US\$ 490.00 @ 1.400 FX	686.00			12/13/2022	F2022-12-0121	US\$ 5,264.00 @ 1.400 F		7,369.60		10/24/2022	F-2022-10-0193	USD 3,389.03 x 1.5	5,083.55	Approved											
													11/04/2022	F-2022-11-0039	USD 16,485.00 x 1.5	24,727.50	Approved											
													11/11/2022	F-2022-11-0103	USD 2,214.43 x 1.5	3,321.65		09/20/2022	F-2022-09-0161	USDS 3,347.00 @ 1.500F	5,020.50	Approved						
Total Bae, Kim & Lee LLC				686.00					7,369.60					516.03				5,020.50		0.00								
Foster + Partners Limited					Not approved - no response to prior month question posed by Coco. Progress invoice at 98.3% vs actual construction at less than 50%					see below see below Approved subject to clarification - why is the construction portion of the invoice reflecting 98.3% completion, as the building is less than 50%?					Approved - Coco requires details on the Architects and their respective Final Budgets negotiated by Mizrahi. No information provided to date.											Approved with questions- Altus / Mizrahi - significant budget increase in the Altus Report - WHY?		
	12/21/2022	2304.168		38,000.00			11/21/2022	2304.166			38,000.00		10/24/2022	2304.164			38,000.00	Approved	09/26/2022	2304.162		38,000.00	Approved	08/30/2022	2304.160		38,000.00	
	12/21/2022	2304.169		6,000.00			11/21/2022	2304.167			6,000.00		10/24/2022	2304.165			6,000.00	Approved	09/26/2022	2304.163		6,000.00	Approved	08/30/2022	2304.161		6,000.00	
Total Foster + Partners Limited				44,000.00					44,000.00					44,000.00				44,000.00		44,000.00					44,000.00			
Glaholt Bowles LLP																												
Total Glaholt Bowles LLP				-					0.00					0.00														
GPI Design / GPI International																												
Total GPI Design / GPI International				-																								
Gruppo TH.KOHL																												
Total Gruppo TH.KOHL				-					0.00					0.00														
Hyatt Corporation					Approved subject to confirmation of the terms of the Agreement regarding the number of months the Project is responsible for Technical Services? This reflect installment #46, please confirm the number of installments due and the applicable contract?	12/01/2022	47067	US\$ 3,095.59 @ 1.400 F	4,333.83	Approved subject to confirmation of the terms of the Agreement regarding the number of months the Project is responsible for Technical Services? This reflect installment #46, please confirm the number of installments due and the applicable contract?						09/27/2022	45621	USDS 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.							Approved - OK - FX Exchange on various invoices.	
Total Hyatt Corporation	12/22/2022	47699	US\$ 3,095.59 @ 1.400 F	4,333.83		11/30/2022	47389	US\$ 3,095.59 @ 1.400 F	4,333.83					-		09/30/2022	46727	USDS 3095.59 @ 1.500FX	4,643.39		08/31/2022	2022081909020	USDS\$ 11892.00 @ 1.500FX	17,838.00		17,838.00		
KEB Hana Bank Canada										Approved contingent upon explanation of why there is a credit in HB re: Vipe?																		
	1/30/2023	HOLD BACK	Holdback Transfer	364,436.91			12/29/2022	Holdback Transfer Nov2022			579,001.97		11/29/2022	Holdback Transfer Oct2022			440,949.87	Approved - Transfer of Funds	10/28/2022	Holdback Transfer Sep2022		333,323.29	Approved - Transfer of Funds	9/29/2022	Holdback Transfer Aug2022		151,314.86	Approved - Transfer of Funds
Total KEB Hana Bank Canada				364,436.91					579,001.97					440,949.87					333,323.29					151,314.86				
Krcmar Surveyors Ltd.																												
Total Krcmar Surveyors Ltd.				-					-					-					-					188,076.21	Approved			
Lee & Ko						11/01/2022	22CF1202	US\$ 1,358.00 @ 1.400 F	1,901.20	Approved				-					-		08/26/2022	22CF11M1	USDS\$ 37674.00 @ 1.500FX	56,511.00	Approved			
															-				-									
															-				-									
															-				-									
Total Lee & Ko				-					1,901.20					-				-						56,511.00				
Loloev, Inc.						11/01/2022	THED-008	US\$ 5,579.70 @ 1.400 F	7,811.58	Not approved. This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports. Secondly, the documentation attachments to the invoice are not legible.				-				-										
															-				-									
															-				-									
															-				-									
Total Loloev, Inc.				-					7,811.58					-				-						-				
Magix Technologies LLC.																												
Total Magix Technologies LLC.				-					-					-				-			09/16/2022	42091005 (Sales Commission)		190,292.84				
Marshall Haber Creative Group Inc.														-				-						190,292.84				

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

December 2022						November 2022					October 2022					September 2022					August 2022					
Vendor	Date	Num	FX	Open Balance	JC COMMENTS:	Date	Num	FX	Open Balance	JC COMMENTS:	Date	Num	FX	Open Balance	JC COMMENTS:	Date	Num	FX	Open Balance	(N. A)	Date	Num	FX	Open Balance	APPROVED (N. A)	
					Not approved, see comments below. Also, MI should only be invoicing for the period of December, not until January 14th, 2023, financing Mizrahi's cash flow. Why is MI permitted to invoice for period ending January 14th, with an "estimation of hours"? Coco protests payments as invoiced, and requests a third party consultant to review each as number of personnel is excessive and as noted below. Certification of payment is required by an approved provider to ensure Mizrahi has paid all accounts, including any government remittances. When queried about no. of security and traffic control during the Xmas break as there were no other contractors on site, the daily report was revised. This revision was not made at the time of invoicing. Extra 156 hours charged for 3 days (28-30 Dec 2022) at avg rate of \$96.66/hr working out to \$15k approx.[Attachment 4]					Not approved, see comments below. Also, MI should only be invoicing for the period of November, not until December 17th, 2022, financing Mizrahi's cash flow. Why is MI permitted to invoice for period ending December 17th, with an "estimation of hours"? Coco protests payments as invoiced, and requests a third party consultant to review each as noted below. Certification of payment is required by an approved provider to ensure Mizrahi has paid all accounts, including any government remittances.					Not approved, see comments below. Also, MI should only be invoicing for the period of October, not November, 2022, financing Mizrahi cash flow.. Why is MI permitted to invoice for period ending November 15th, with an "estimation of hours"? Coco protests payments as invoiced, and requests a third party consultant to review each as noted below					Not approved, see comments below. Also, MI should only be invoicing for the period of September, not October, 2022. Why is MI permitted to invoice for period ending October 15th, with an "estimation of hours"? Coco protests payments as invoiced, and requests a third party consultant to review each as noted below					Not Approved - Coco has repeatedly requested details of all Mizrahi staff and the works performed. To date, no information other than Job Titles has been received. Accountability it lacking. coco is requesting a meeting with all personnel to review scope of work. All Security is paid to a third party and invoicing from the Group should be paid directly, not with OH / Costs of Mizrahi.	
Site Labour	01/11/2023	C1284		713,416.78	4]	12/08/2022	C1272		976,843.83				C1257		641,132.64		09/16/2022	C1242		646,692.07		09/16/2022	C1230		745,683.89	
Commission Unit Sold	01/11/2023	C1286		1,331,703.09	[Attachment 5]																09/15/2022 C1236 (Unit 7603					
Total Mizrahi - GC				3,671,448.75																	282,458.44					
																					2,756,483.12					
Coco has requested full audit / visibility into the Sub-contracts negotiated, as per Agreement, our approval is required and Mizrahi is circumventing from providing any information, including the tendering process; award of contract requiring our prior written approval; including any change orders / extras negotiated; any contractual disputes [Annexure 2 - Hard costs budget, paid to date and Contracts on File with Coco]						Coco has requested full audit / visibility into the Sub-contracts negotiated, as per Agreement, our approval is required and Mizrahi is circumventing from providing any information, including the tendering process; award of contract requiring our prior approval; change orders / extras negotiated; any contractual disputes.					Coco has requested full audit / visibility into the Sub-contracts negotiated, as per Agreement, our approval is required and Mizrahi is circumventing from providing any information, including the tendering process; award of contract requiring our prior approval; change orders / extras negotiated; any contractual disputes.															
Mizrahi - HC																										
2218840 Ontario						12/2/2022	C1274				11/2/2022	C1266		6,750.00	Approved - explain extra scope of work											
Aldershot						12/2/2022	C1274				11/2/2022	C1266		10,903.69	Questions remain status quo from last month, in addition, explain why the	10/12/2022	C1251		15,385.50	Explain the extra / change orders, and final contract details negotiated				-		
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?						
Bothwell Accourts	1/2/2023	C1285		4,829.49	Approved - invoiced amount related to original contract sum. Note, change orders and the extra is not approved, with no information provided to date.	12/2/2022	C1274				11/2/2022	C1266		2,414.74	Explain the extra / change orders, and final contract details negotiated	10/12/2022	C1251		24,142.45	Explain the extra / change orders, and final contract details negotiated	9/2/2022	C1229		4,501.10	Approved	
Clifford	1/2/2023	C1285		10,453.95	Not approved - this relates to works noted as "extra" and Coco continues to request information. Note: Contract value has increased over 46.5% increase.	12/2/2022	C1274		11,199.38	Contract details not provided to date, including the Additions/Deletions in the amount of \$758K; a 46.5% increase in the contract.																
Cult Iron	1/2/2023	C1285		81,746.10	Approved Original Contract Value not Change Orders, as Coco hs not received any information, as per our prior request.	12/2/2022	C1274		47,001.60	contract details not provided to date, with a 17.3%% increase in contract with Change Orders / Extras.	11/2/2022	C1266		19,142.10	Explain the extra / change orders, and final contract details negotiated	10/12/2022	C1251		46,800.00	Explain the extra / change orders, and final contract details negotiated	9/2/2022	C1229		45,000.00	Approved	
Detal	1/2/2023	C1285		7,247.30	Not approved - no information provided																					
Guardek				61,782.70	Not Approved- no information provided, no details of contract. Mizrahi executed contract without Coco consent.																					
Gamma	1/2/2023	C1285		1,602,863.05	Approved, however, Mizrahi has acknowledged Gamma's slow progress and is to serve them notice of default. Coco continues to await receipt of all change orders / extras, to ensure no cost overrun or another vendor engaged to perform Gamma works.	12/2/2022	C1274		1,474,665.70	Coco continues to await receipt of the final contract negotiated, together with change orders / extras.	11/2/2022	C1266		1,035,132.41	Approved , and Coco is requesting details of all legal fees paid re: Gamma - Why? What is the issue?	10/12/2022	C1251		485,953.34	Approved	9/2/2022	C1229		670,292.69	Approved	
GAGE Aluminum & Glass Lt	1/2/2023	C1285		145,527.73	Not approved - Coco has not been provided contract information for the contract sum, including change orders, of \$1.288M. Please provide details.	12/2/2022	C1274				11/2/2022	C1266		7,575.00	Approved - explain extra scope of work											

December 2022					November 2022					October 2022					September 2022					August 2022					
Vendor	Date	Num	FX	Open Balance	JC COMMENTS:	Date	Num	FX	Open Balance	JC COMMENTS:	Date	Num	FX	Open Balance	JC COMMENTS:	Date	Num	FX	Open Balance	(N. A)	Date	Num	FX	Open Balance	APPROVED (N. A)
Hardwall #1/ #2/#3	1/2/2023	C1285		468,076.68	Approval for Original Contract Items.. All Change Orders / Extras Not approved - Coco continues to await receipt of information regarding the Extras / Change Orders and Final Contract negotiated. Secondly, significant cost overruns in Cash Allowances. How was the contract negotiated?	12/2/2022	C1274		729,592.58	Coco continues to await receipt of information regarding the Extras / Change Orders and Final Contract negotiated. Secondly, significant cost overruns in Cash Allowances. How was the contract negotiated?	11/2/2022	C1266		788,571.27	Coco continues to await receipt of information regarding the Extras / Change Orders and Final Contract have negotiated.	10/12/2022	C1251		783,885.98	Explain the extra / change orders, and final contract details negotiated	9/2/2022	C1229		708,055.56	Approved subject to a response of question re: HB Please advise why MI is releasing the HB for masonry? Copy of the Contract required
					Approved - this is a material cost and should not be included in this subcontract batch, as per my previous comments, impacting (reducing) the Management Fees applicable to Mizrahi.					Approved - this is a material cost and should not be included in this subcontract batch, as per my previous comments, impacting (reducing) the Management Fees applicable to Mizrahi.					Approved - this is a material cost and should not be included in this batch, as per my previous comments.					Approved - Should not be processed as a subcontractor. Explanation required regarding concrete supply in Hardwall Invoicing as well as Innocon.					
Innocon	1/2/2023	C1285		148,678.17	Original Contract payment approved, but no Change Ordersnot approved - Coco requires information regarding C.O.	12/2/2022	C1274		248,593.14		11/2/2022	C1266		204,267.50	Approved - explain extra scope of work; what is the final contract negotiated?	10/12/2022	C1251		262,194.45	Approved - this is a material cost and should not be included in this batch, as per my previous comments.	9/2/2022	C1229		398,653.15	
Klaus	1/2/2023	C1285		16,608.60		12/2/2022	C1274				11/2/2022	C1266		26,523.00		10/12/2022	C1251		56,700.00	Explain the extra / change orders, and final contract details negotiated					Approved subject to a response of question re: HB Why is HB released and contract works are not completed. Secondly, explain the dispute as noted in legal counsel invoice. Legal counsel to advise Coco directly - HOLD CHEQUE UNTIL EXPLANATION APPROVED
Limen						12/2/2022	C1274							-					-		9/2/2022	C1229		124,682.24	
Michael Bros.						12/2/2022	C1274		81,000.00	Approved. Please explain why are we processing a July 2022 invoice late?															
Modern Niagara On Floor Solutions	1/2/2023	C1285		283,337.10	Not approved until Mizrahi provides information related to the Contracts, together with details of the corresponding Change Orders, which continue to escalate monthly. This invoice contains \$108k related to Change orders.	12/2/2022	C1274		379,691.03	Modern Niagara is comprised of two contracts, both of which Coco does not have full disclosure, including Original Contract, Change Orders #1 Contract; Change Orders #2 Contract. Change Orders account for 13.5% of Total Contract.	11/2/2022	C1266		268,506.99	Explain the extra / change orders, and final contract details negotiated	10/12/2022	C1251		264,401.69	Explain the extra / change orders, and final contract details negotiated	9/2/2022	C1229		238,693.94	Approved
															-					50,954.99	Approved				
Otis	1/2/2023	C1285		105,387.21	Approved for original contract but not additional work / change orders as we have no supporting information.	12/2/2022	C1274		3,051,739.43	A \$2M or 7.2% increase in contract with no explanation on scope of additional work and why. Coco continues to await receipt of information from Mizrahi	11/2/2022	C1266		17,086.55	Approved - explain extra scope of work	10/12/2022	C1251		73,205.42	Explain the extra / change orders, and final contract details negotiated	9/2/2022	C1229		578,622.79	Approved
Ozz Electric	1/2/2023	C1285		315,000.00	Approved for original contract but not additional work / change orders as we have no supporting information. Not approved - as the extra scope of work is 140% of the value of the original contact.	12/2/2022	C1274		431,563.50	Details of final contract negotiated, together with extras / change orders remains undisclosed to Coco. No contract or change orders were submitted for approval. Coco has no details.	11/2/2022	C1266		90,000.00	Explain the extra / change orders, and final contract details negotiated	10/12/2022	C1251		241,758.11	Explain the extra / change orders, and final contract details negotiated	9/2/2022	C1229		187,852.82	Approved
Riverside	1/2/2023	C1285		543,074.70		12/2/2022	C1274		13,639.50		11/2/2022	C1266		102,555.00	Approved - Explain "extra scope" of work.										
RJC					See Cheques	12/2/2022	C1274				11/2/2022	C1266		7,200.00	Approved										
Salit	1/2/2023	C1285		195,349.31	Approved - this is a material cost and should not be included in this subcontract batch, as per my previous comments, impacting (reducing) the Management Fees applicable to Mizrahi.	12/2/2022	C1274		349,140.59	Approved - this is a material cost and should not be included in this subcontract batch, as per my previous comments, impacting (reducing) the Management Fees applicable to Mizrahi.	11/2/2022	C1266		308,764.88	Unable to reconcile the account & Approved - this is a material cost and should not be included in this batch, as per my previous comments.	10/12/2022	C1251		644,953.32	Unable to reconcile the account & Approved - this is a material cost and should not be included in this batch, as per my previous comments.	9/2/2022	C1229		402,352.98	Should not be processed as a subcontractor, as they are a material supplier.
Service Plus Aquatics Inc.						12/2/2022	C1274				10/12/2022	C1251		680,355.00	Why was the Original Contract not submitted for review and approval? How does this compare to budget value? Await receipt of information prior to approval.										
Tractel Ltd	1/2/2023	C1285		30,628.80	not approved, as no contract or final change orders have been submitted for approval to Coco. C.O.s account for over 20% of total contract value.	12/2/2022	C1274		80,629.08	No contract or final change orders submitted for approval. Increase of 19.4% of contract with change orders approved to date.	10/12/2022	C1251		33,688.80	Explain the additional works of \$3.47M. Why? How does this compare to the budget?	10/12/2022	C1251			Explain the extra / change orders, and final contract details negotiated					Explain status of the dispute - require legal counsel to advise Coco directly.
UCC Group Uniqspace						12/2/2022	C1274		15,975.00	No contract information provided.	11/2/2022	C1266		1,710,000.00											
Vipe	1/2/2023	C1285		45,000.00	Not approved - no details provided; no information on Dundonald Park - Please explain?	12/2/2022	C1274		122,363.40	Without the full details and disclosure of the contract, Coco is unable to confirm if the HB is due and owing.															
Walter B	1/2/2023	C1285		149,188.50	Approved (no change orders included in this invoice). However, Coco continues to await receipt of CO information.	12/2/2022	C1274				10/12/2022	C1251		289,224.90	Explain the extra / change orders, and final contract details negotiated										
CM Fee	1/2/2023	C1285		210,738.97	Not approved. Fees should be recalculated to i) reflect the arbitration award; ii) not payable on any extras as there is no explanation for justification of any of the "extras" or "change orders"; iii) any delay claims from the sub-contractors should be responsibility and paid by the contractor, Mizrahi Inc. Contracts and Change orders, thereof, have not been shared by Mizrahi Inc. with Coco to have transparency and be able to effectively control and manage costs.	12/2/2022	C1274		351,864.19	As previously requested, Coco is entitled to a full analysis of all subtrades, work completed, change orders etc..... Also, the CM fee should be amended to reflect the Arbitration award at 2.5% due to Mizrahi. In addition, Mizrahi is not entitled to paymet for material suppliers as subcontractors. All payments due to Mizrahi should be placed in escrow until a reconciliation is completed for extraneous and unapproved costs for which MI received a CM Fee, or overcharged.	11/2/2022	C1266		230,269.66	Coco is requesting a full reconciliation of account for all prior periods when MI had the control agreement, the subject funds should be placed in escrow until a reconciliation is completed for extraneous and unapproved costs for which MI received a CM Fee.	10/12/2022	C1251		195,352.87	Coco is requesting a full reconciliation of account for all prior periods when MI had the control agreement, the subject funds should be placed in escrow until a reconciliation is completed for extraneous and unapproved costs for which MI received a CM Fee.	9/2/2022	C1229		170,483.11	Approved
HST	1/2/2023	C1285		575,317.39	Note: With Mike Clarke as the Construction Manager there was a Holdback retainage monthly. However, Mizrahi Inc has never adhered to the Construction Lien Act regarding retainage of Holdbacks until the Project is substantially complete.	12/2/2022	C1274		960,589.23		10/12/2022	C1266		628,636.17		10/12/2022	C1251		533,313.33		9/2/2022	C1229		465,418.89	

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

Coco disputes all Mizrahi personnel and the allocation of daily resources for the following reasons :	
1/	Excessive manpower at excessive rates;
2/	For efficiency of the Project, the personnel should be engaged directly by THE ONE and monitored by a third party to ensure the following:
	i) Proper planning and organizing of the personnel from Project Management, Scheduler to Traffic Control and Safety;
	ii) Determine and define the scope of works required by personnel;
	iii) Recruitment of only competent personnel to execute the defined scope of work (several on site personnel have no experience in construction or high rise building);
	iv) Wage rates (hourly or salary) must be representative of the industry standard;
	v) The works to be completed on a daily basis must be properly defined and employee must be aware of their responsibilities;
	vi) Maximize utilization of resources (human resources & equipment) and not be excessive (i.e. traffic control; security...);
	vii) Personnel on site must be monitored to ensure they are efficient and productive.
Coco has repeatedly requested details of the on-site personnel and any engagement of a third party must be billed directly to the Project. Why are various scopes and responsibilities removed from this level of transparency? (Traffic, safety management? etc...)	

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

ANNEXURE 1 - RECOVERABLE COST COMMENTS

Mizrahi Inc.

INV # C1282

DATE 01/11/2023

General Comments:

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

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

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

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

MIZRAHI INC.

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

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

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

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

DIVISION	Category	ALTUS GROUP 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	
Curbs,Walks&Stairs		-	-	-	AllowanceforDundonald	-	-	-	-		
MunicipalCurbs		-	-	-		-	-	-	-		
AsphaltPaving		-	-	-		-	-	-	-		
UnderslabDrainageandSOG		-	-	-		-	-	-	-		
Demolition		115,000	-	115,000		-	-	-	-		
VerticalDrainageBoard		-	-	-	ProDrain(ExecutedContract)	-	-	-	-		
Fences		-	-	-		-	-	-	-		
MechanicalUndergroundServices		200,950	-	200,950		146,950	54,000	-	200,950		146,950
DIVISION2 TOTAL		37,264,886	3,488,235	40,753,121		34,329,637	3,533,690	2,774,793	40,638,120	27,530,800	
-											
DIVISION3 CONCRETE											
Formwork(FoundationtoGround)		11,729,017	-	11,729,017	Hardwall(ExecutedContract)	11,969,793	-	240,776	-	11,729,017	11,969,793
Formwork(Level1Mto18)		24,469,875	-	24,469,875	Hardwall(UnexecutedContract/Invoice)	24,251,096	-	247,981	-	24,499,077	
Formwork(Level19toTOH)		31,446,395	-	31,446,395	Hardwall(UnexecutedContract/CM)	31,446,395	-	-	-	31,446,395	
Rebar Supply		15,195,742	-	15,195,742	Salit	6,336,068	-	8,859,674	-	15,195,742	
Rebar Labour		Incl.infrmk	-	Incl.infrmk	Includedinformwork		-	-	-	-	
RebarAccessories		Incl.inrebar	-	Incl.inrebar	Includedinrebar		-	-	-	-	
ConcreteAccessories		-	-	-	IncludedinDivision1		-	-	-	-	
ConcreteCuttingandCoring		-	-	-			-	-	-	-	
ConcreteSupply		14,876,541	-	14,876,541	Innocon	6,907,444	-	7,969,097	-	14,876,541	
ConcretePouringLabour		Incl.infrmk	-	Incl.infrmk	Includedinformwork		-	-	-	-	
ConcreteFinishing/Levelling		2,500,000	-	2,500,000	Allowanceforresidentialfloors		-	-	-	-	
PumpedConcreteRental		-	-	-			-	-	-	-	
PrecastStairs		Incl.informwork	-	Incl.informwork			-	-	-	-	
Couplers		Included	-	Included			-	-	-	-	
SoundAttenuationWall		Included	-	Included			-	-	-	-	
DIVISION3 TOTAL		100,217,570	-	100,217,570		80,910,796	7,205	16,828,771	97,746,772	11,969,793	
DIVISION4 MASONRY											
Masonry		Incl.below	1,550,178	1,550,178	BlockwallMasonry(outstanding)	1,550,178	-	-	-	1,550,178	
MasonryBlock		2,797,000	-	1,246,822	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(SupplyandInstall)		22,508,995	-	22,508,995	Walters(ExecutedbyTrade)	22,286,287	222,708	-	-	22,508,995	22,286,687
StructuralSteel(SupplyandInstall)		11,828,720	-	11,828,720	Walters(ExecutedbyTrade)	10,697,452	867,334	263,934	-	11,828,720	10,697,452
SteelDeck LabourandMaterials		Included	-	Included	-	-	-	-	-	-	
MetalFabrications		2,986,769	-	2,986,769	Cult(LOI)	2,365,520	415,009	-	-	2,780,529	
FeatureStairs		1,600,000	-	1,600,000	-	-	-	-	-	-	
Canopies		-	-	-	IncludedinGamma	-	-	-	-	-	

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

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

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

DIVISION11

EQUIPMENT

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

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
DIVISION16	TOTAL	18,391,058	253,959	18,645,017	0	19,400,818	665,089	-	20,065,907	18,924,782
GRAND TOTAL		537,310,402	36,516,780	573,827,184		337,836,814	13,805,720	109,789,315	461,431,849	242,566,152
		-	1	-	1,828,419	-	-	-	-	

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

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

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

Authorized Signatures:

Sam Mizrahi
I have the authority to bind the corporation

NOT APPROVED SEE INDIVIDUAL TABS FOR DETAILS

Jenny Coco
I have the authority to bind the corporation

[illegible]

Month Year ->	February 2023				January 2023				December 2022				November 2022				October 2022				September 2022				August 2022				
Vendor	Date	Num		Jenny Comments (17th March 2023)	Date	Num		Jenny Comments	No comments provided by Mirahi to Coco's query from Jan 2023	Date	Num	Open Balance	Jenny Comments	Mark Kilfoyle comments (31st Jan 2023)	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	Jenny Comments	Date	Num	Open Balance	Jenny Comments	COCO Approved OR Not Approved (N.A.)	Jenny Comments	
				Open Balance				Open Balance																		Open Balance			
				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 Andax Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. Altus Report "...increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget....". Mirahi comments on this payment listing schedule from Dec 2022 indicates that Altus no longer has a concern. However, in the Altus continues to report it still appears as a Project budget risks (Altus report no. 42 section 1.8)																									
Total Access Industries Inc.	02/23/2023	2700		696.28																									
BA Consulting Group Ltd.				696.28				-					-					-								-			
Total BA Consulting Group Ltd																													
Bed Bath and Beyond																													
								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 Andax Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. Altus Report "...increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget....". Mirahi comments on this payment listing schedule from Dec 2022 indicates that Altus no longer has a concern. However, in the Altus reports it still appears as a Project budget risks (Altus report no. 42 section 1.8)																					
Total Bed Bath and Beyond					01/05/2023	CAD4002865750		92.63																					
Borden Ladner Gervais LLP										12/05/2022	098187641			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 \$100k are assessed to the site with no explanation from Mirahi Inc. This should not be a Project costs.	The status of the Parkland Dedication Appeal is that it is still in process and ongoing as per the last update. The costs are very much a Project cost. Next update will be included in the monthly Construction Report.	11/30/2022	098187637												
Total Borden Ladner Gervais LLP					01/01/2023	098205013		7,827.90					7,999.72				8,656.37									7,969.09			
Bousfields Inc.								7,827.90					7,999.72				8,656.37									7,969.09			
Total Bousfields Inc.				-				-					-				-									-			
Bulpen Research & Consulting Inc.																													
				NOT APPROVED Neither the details nor the purpose of the market report is not evident from the invoice. Mirahi Inc to provide the requirement for the market report																									
Total Bulpen Research & Consulting Inc.	04/01/2023	1490		4,705.04																									
Buzz@buzzhome				4,705.04																									
Total Buzz@buzzHome				-				-					-				-									-			
Chart Communications Inc.																													
										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 (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: "7.01(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 B advance)." Currently the Communication expenditures to date are in excess of \$17.7M. This is now \$2.7M over budget with no results. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above.	10/31/2022	2022R-100												
Total Chart Communications Inc.	02/01/2023	12303		1,576.35				1,576.35					1,576.35													1,576.35			
Cis-Little International, Inc.				1,576.35				1,576.35					1,576.35													1,576.35			
Total Cis-Little International, Inc.				-				-					-				-									-			
Coco International Inc.	03/14/2023	2023-02		79,278.17	Approved			53,540.18		01/10/2023	2022-17		34,417.05	Approved			53,273.24	Approved		11/14/2022	2022-15		37,856.46	Approved		32,739.02	Approved		
Total Coco International Inc.				79,278.17				53,540.18					34,417.05				53,273.24						37,856.46		32,739.02		30,907.57	Approved	
Conway and Partners LLC																													
										01/05/2023	13864			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: "7.01(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 B advance)." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of \$2.7M over budget with questionable results. An email was sent on January 3rd, 2023, and to date, we have received no response from Mirahi. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above.	"See response to question 7." - refer to above comments on Chart Communications Inc.	12/01/2022	13819			9,666.67	see below.								
Total Conway and Partners LLC				-	02/01/2023	13910		9,666.67					9,666.67				9,666.67								9,666.67		9,666.67		
Cone Architects Inc								9,666.67					9,666.67				19,333.34								9,666.67		32,333.33		

11/30/2022 124
759

Cheques

Cheques

763

Cheques

Cheques Feb 2023 Payment Listing - Aug22-Feb23 - JC - VS (2023-03-20 2 PM) FINAL.xlsx

	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September 2026	October 2026	November 2026	December 2026	January 2027	February 2027	March 2027	April 2027	May 2027	June 2027	July 2027	August 2027	September 2027	October 2027	November 2027	December 2027	January 2028	February 2028	March 2028	April 2028	May 2028	June 2028	July 2028	August 2028	September 2028	October 2028	November 2028	December 2028	January 2029	February 2029	March 2029	April 2029	May 2029	June 2029	July 2029	August 2029	September 2029	October 2029	November 2029	December 2029	January 2030	February 2030	March 2030	April 2030	May 2030	June 2030	July 2030	August 2030	September 2030	October 2030	November 2030	December 2030	January 2031	February 2031	March 2031	April 2031	May 2031	June 2031	July 2031	August 2031	September 2031	October 2031	November 2031	December 2031	January 2032	February 2032	March 2032	April 2032	May 2032	June 2032	July 2032	August 2032	September 2032	October 2032	November 2032	December 2032	January 2033	February 2033	March 2033	April 2033	May 2033	June 2033	July 2033	August 2033	September 2033	October 2033	November 2033	December 2033	January 2034	February 2034	March 2034	April 2034	May 2034	June 2034	July 2034	August 2034	September 2034	October 2034	November 2034	December 2034	January 2035	February 2035	March 2035	April 2035	May 2035	June 2035	July 2035	August 2035	September 2035	October 2035	November 2035	December 2035	January 2036	February 2036	March 2036	April 2036	May 2036	June 2036	July 2036	August 2036	September 2036	October 2036	November 2036	December 2036	January 2037	February 2037	March 2037	April 2037	May 2037	June 2037	July 2037	August 2037	September 2037	October 2037	November 2037	December 2037	January 2038	February 2038	March 2038	April 2038	May 2038	June 2038	July 2038	August 2038	September 2038	October 2038	November 2038	December 2038	January 2039	February 2039	March 2039	April 2039	May 2039	June 2039	July 2039	August 2039	September 2039	October 2039	November 2039	December 2039	January 2040	February 2040	March 2040	April 2040	May 2040	June 2040	July 2040	August 2040	September 2040	October 2040	November 2040	December 2040	January 2041	February 2041	March 2041	April 2041	May 2041	June 2041	July 2041	August 2041	September 2041	October 2041	November 2041	December 2041	January 2042	February 2042	March 2042	April 2042	May 2042	June 2042	July 2042	August 2042	September 2042	October 2042	November 2042	December 2042	January 2043	February 2043	March 2043	April 2043	May 2043	June 2043	July 2043	August 2043	September 2043	October 2043	November 2043	December 2043	January 2044	February 2044	March 2044	April 2044	May 2044	June 2044	July 2044	August 2044	September 2044	October 2044	November 2044	December 2044	January 2045	February 2045	March 2045	April 2045	May 2045	June 2045	July 2045	August 2045	September 2045	October 2045	November 2045	December 2045	January 2046	February 2046	March 2046	April 2046	May 2046	June 2046	July 2046	August 2046	September 2046	October 2046	November 2046	December 2046	January 2047	February 2047	March 2047	April 2047	May 2047	June 2047	July 2047	August 2047	September 2047	October 2047	November 2047	December 2047	January 2048	February 2048	March 2048	April 2048	May 2048	June 2048	July 2048	August 2048	September 2048	October 2048	November 2048	December 2048	January 2049	February 2049	March 2049	April 2049	May 2049	June 2049	July 2049	August 2049	September 2049	October 2049	November 2049	December 2049	January 2050	February 2050	March 2050	April 2050	May 2050	June 2050	July 2050	August 2050	September 2050	October 2050	November 2050	December 2050	January 2051	February 2051	March 2051	April 2051	May 2051	June 2051	July 2051	August 2051	September 2051	October 2051	November 2051	December 2051	January 2052	February 2052	March 2052	April 2052	May 2052	June 2052	July 2052	August 2052	September 2052	October 2052	November 2052	December 2052	January 2053	February 2053	March 2053	April 2053	May 2053	June 2053	July 2053	August 2053	September 2053	October 2053	November 2053	December 2053	January 205
--	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	-------------

Month View >>	January 2022				February 2022				March 2022				April 2022				May 2022				June 2022				July 2022				August 2022				September 2022				October 2022				November 2022				December 2022				January 2023				February 2023				March 2023				April 2023				May 2023				June 2023				July 2023				August 2023				September 2023				October 2023				November 2023				December 2023				January 2024				February 2024				March 2024				April 2024				May 2024				June 2024				July 2024				August 2024				September 2024				October 2024				November 2024				December 2024				January 2025				February 2025				March 2025				April 2025				May 2025				June 2025				July 2025				August 2025				September 2025				October 2025				November 2025				December 2025				January 2026				February 2026				March 2026				April 2026				May 2026				June 2026				July 2026				August 2026				September 2026				October 2026				November 2026				December 2026				January 2027				February 2027				March 2027				April 2027				May 2027				June 2027				July 2027				August 2027				September 2027				October 2027				November 2027				December 2027				January 2028				February 2028				March 2028				April 2028				May 2028				June 2028				July 2028				August 2028				September 2028				October 2028				November 2028				December 2028				January 2029				February 2029				March 2029				April 2029				May 2029				June 2029				July 2029				August 2029				September 2029				October 2029				November 2029				December 2029				January 2030				February 2030				March 2030				April 2030				May 2030				June 2030				July 2030				August 2030				September 2030				October 2030				November 2030				December 2030				January 2031				February 2031				March 2031				April 2031				May 2031				June 2031				July 2031				August 2031				September 2031				October 2031				November 2031				December 2031				January 2032				February 2032				March 2032				April 2032				May 2032				June 2032				July 2032				August 2032				September 2032				October 2032				November 2032				December 2032				January 2033				February 2033				March 2033				April 2033				May 2033				June 2033				July 2033				August 2033				September 2033				October 2033				November 2033				December 2033				January 2034				February 2034				March 2034				April 2034				May 2034				June 2034				July 2034				August 2034				September 2034				October 2034				November 2034				December 2034				January 2035				February 2035				March 2035				April 2035				May 2035				June 2035				July 2035				August 2035				September 2035				October 2035				November 2035				December 2035				January 2036				February 2036				March 2036				April 2036				May 2036				June 2036				July 2036				August 2036				September 2036				October 2036				November 2036				December 2036				January 2037				February 2037				March 2037				April 2037				May 2037				June 2037				July 2037				August 2037				September 2037				October 2037				November 2037				December 2037				January 2038				February 2038				March 2038				April 2038				May 2038				June 2038				July 2038				August 2038				September 2038				October 2038				November 2038				December 2038				January 2039				February 2039				March 2039				April 2039				May 2039				June 2039				July 2039				August 2039				September 2039				October 2039				November 2039				December 2039				January 2040				February 2040				March 2040				April 2040				May 2040				June 2040				July 2040				August 2040				September 2040				October 2040				November 2040				December 2040				January 2041				February 2041				March 2041				April 2041				May 2041				June 2041				July 2041				August 2041				September 2041				October 2041				November 2041				December 2041				January 2042				February 2042				March 2042				April 2042				May 2042				June 2042				July 2042				August 2042				September 2042				October 2042				November 2042				December 2042				January 2043				February 2043				March 2043				April 2043				May 2043				June 2043				July 2043				August 2043				September 2043				October 2043				November 2043				December 2043				January 2044				February 2044				March 2044				April 2044				May 2044				June 2044				July 2044				August 2044				September 2044				October 2044				November 2044				December 2044				January 2045				February 2045				March 2045				April 2045				May 2045				June 2045				July 2045				August 2045				September 2045				October 2045				November 2045				December 2045				January 2046				February 2046				March 2046				April 2046				May 2046				June 2046				July 2046				August 2046				September 2046				October 2046				November 2046				December 2046				January 2047				February 2047				March 2047				April 2047				May 2047				June 2047				July 2047				August 2047				September 2047				October 2047				November 2047				December 2047				January 2048				February 2048				March 2048				April 2048				May 2048				June 2048				July 2048				August 2048				September 2048				October 2048				November 2048				December 2048				January 2049				February 2049				March 2049				April 2049				May 2049				June 2049				July 2049				August 2049				September 2049				October 2049				November 2049				December 2049				January 2050				February 2050				March 2050				April 2050				May 2050				June 2050				July 2050				August 2050				September 2050				October 2050				November 2050				December 2050				January 2051				February 2051				March 2051				April 2051				May 2051				June 2051				July 2051				August 2051				September 2051				October 2051				November 2051				December 2051				January 2052				February 2052				March 2052				April 2052				May 2052				June 2052				July 2052				August 2052				September 2052				October 2052				November 2052				December 2052				January 2053				February 2053				March 2053				April 2053				May 2053				June 2053				July 2053				August 2053				September 2053				October 2053				November 2053				December 2053				January 2054				February 2054				March 2054				April 2054				May 2054				June 2054				July 2054				August 2054				September 2054				October 2054				November 2054				December 2054				January 2055				February 2055				March 2055				April 2055				May 2055				June 2055				July 2055				August 2055				September 2055				October 2055				November 2055				December 2055				January 2056				February 2056				March 2056				April 2056				May 2056				June 2056				July 2056				August 2056				September 2056				October 2056				November 2056				December 2056				January 2057				February 2057				March 2057				April 2057				May 2057				June 2057				July 2057				August 2057				September 2057				October 2057				November 2057				December 2057				January 2058				February 2058				March 2058				April 2058				May 2058				June 2058				July 2058				August 2058				September 2058				October 2058				November 2058				December 2058				January 2059				February 2059				March 2059				April 2059				May 2059				June 2059				July 2059				August 2059				September 2059				October 2059				November 2059				December 2059				January 2060				February 2060				March 2060				April 2060				May 2060				June 2060				July 2060				August 2060				September 2060				October 2060				November 2060				December 2060				January 2061				February 2061				March 2061				April 2061				May 2061				June 2061				July 2061				August 2061				September 2061				October 2061				November 2061				December 2061				January 2062				February 2062				March 2062				April 2062				May 2062				June 2062				July 2062				August 2062				September 2062				October 2062				November 2062				December 2062				January 2063				February 2063				March 2063				April 2063				May 2063				June 2063				July 2063				August 2063				September 2063				October 2063				November 2063				December 2063				January 2064				February 2064				March 2064				April 2064				May 2064				June 2064				July 2064				August 2064				September 2064				October 2064				November 2064				December 2064				January 2065				February 2065				March 2065				April 2065				May 2065				June 2065				July 2065				August 2065				September 2065				October 2065				November 2065				December 2065				January 2066				February 2066				March 2066				April 2066				May 2066				June 2066				July 2066				August 2066				September 2066				October 2066				November 2066				December 2066				January 2067				February 2067				March 2067				April 2067				May 2067				June 2067				July 2067				August 2067				September 2067				October 2067				November 2067				December 2067				January 2068				February 2068				March 2068				April 2068				May 2068				June 2068				July 2068				August 2068				September 2068				October 2068				November 2068				December 2068				January 2069				February 2069				March 2069				April 2069				May 2069				June 2069				July 2069				August 2069				September 2069				October 2069				November 2069				December 2069				January 2070				February 2070				March 2070				April 2070				May 2070				June 2070				July 2070				August 2070				September 2070				October 2070				November 2070				December 2070				January 2071				February 2071				March 2071				April 2071				May 2071				June 2071				July 2071				August 2071				September 2071				October 2071				November 2071				December 2071				January 2072				February 2072				March 2072				April 2072				May 2072				June 2072				July 2072				August 2072				September 2072				October 2072				November 2072				December 2072				January 2073				February 2073				March 2073				April 2073				May 2073				June 2073				July 2073				August 2073				September 2073				October 2073				November 2073				December 2073				January 2074				February 2074				March 2074				April 2074				May 2074				June 2074				July 2074				August 2074				September 2074				October 2074				November 2074				December 2074				January 2075				February 2075				March 2075				April 2075				May 2075				June 2075				July 2075				August 2075				September 2075				October 2075				November 2075				December 2075				January 2076				February 2076				March 2076				April 2076				May 2076				June 2076				July 2076				August 2076				September 2076				October 2076				November 2076				December 2076				January 2077				February 2077				March 2077				April 2077				May 2077				June 2077				July 2077				August 2077				September 2077				October 2077				November 2077				December 2077				January 2078				February 2078				March 2078				April 2078				May 2078				June 2078				July 2078				August 2078				September 2078				October 2078				November 2078				December 2078				January 2079				February 2079				March 2079				April 2079				May 2079				June 2079				July 2079				August 2079				September 2079				October 2079				November 2079				December 2079				January 2080				February 2080				March 2080				April 2080				May 2080				June 2080				July 2080				August 2080				September 2080				October 2080				November 2080				December 2080				January 2081				February 2081				March 2081				April 2081				May 2081				June 2081				July 2081				August 2081				September 2081				October 2081				November 2081				December 2081				January 2082				February 2082				March 2082				April 2082				May 2082				June 2082				July 2082				August 2082				September 2082				October 2082				November 2082				December 2082				January 2083				February 2083				March 2083				April 2083				May 2083				June 2083				July 2083				August 2083				September 2083				October 2083				November 2083				December 2083				January 2084				February 2084				March 2084				April 2084				May 2084				June 2084				July 2084				August 2084				September 2084				October 2084				November 2084				December 2084				January 2085				February 2085				March 2085				April 2085				May 2085				June 2085				July 2085				August 2085				September 2085				October 2085				November 2085				December 2085				January 2086				February 2086				March 2086				April 2086				May 2086				June 2086				July 2086				August 2086				September 2086				October 2086				November 2086				December 2086				January 2087				February 2087				March 2087				April 2087				May 2087				June 2087				July 2087				August 2087				September 2087				October 2087				November 2087				December 2087				January 2088				February 2088				March 2088				April 2088				May 2088				June 2088				July 2088				August 2088				September 2088				October 2088				November 2088				December 2088				January 2089				February 2089				March 2089				April 2089				May 2089				June 2089				July 2089				August 2089				September 2089				October 2089				November 2089				December 2089				January 2090				February 2090				March 2090				April 2090				May 2090				June 2090				July 2090				August 2090				September 2090				October 2090				November 2090				December 2090				January 2091				February 2091				March 2091				April 2091				May 2091				June 2091				July 2091				August 2091				September 2091				October 2091				November 2091				December 2091				January 2092				February 2092				March 2092				April 2092				May 2092				June 2092				July 2092				August 2092				September 2092				October 2092				November 2092				December 2092				January 2093				February 2093				March 2093				April 2093				May 2093				June 2093				July 2093				August 2093				September 2093				October 2093				November 2093				December 2093				January 2094				February 2094				March 2094				April 2094				May 2094				June 2094				July 2094				August 2094				September 2094				October 2094				November 2094				December 2094				January 2095				February 2095				March 2095				April 2095				May 2095				June 2095				July 2095				August			
---------------	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	-------------	--	--	--	----------------	--	--	--	--------------	--	--	--	---------------	--	--	--	---------------	--	--	--	--------------	--	--	--	---------------	--	--	--	------------	--	--	--	------------	--	--	--	----------	--	--	--	-----------	--	--	--	-----------	--	--	--	--------	--	--	--

[illegible]

[illegible]

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

ANNEXURE 1 - RECOVERABLE COST COMMENTS

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

INV # C1300
DATE 02/13/2023

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

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

Vendor name	Supply of:	Feb 2023 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)
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	OK	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		
City Noise Exempt Permit	Noise exemption					100.00	Damaging reputation due to noise pollution and would have been avoided had project been completed on time.	Please provide a question. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with.
City of Toronto	Water sewage treatment	28,405.64		3,710.10	Includes late payment charges \$45.8 that should not be charged to the project			
Clonard Group Inc.	Site disinfection	1,730.00	NOT APPROVED: Relates to site disinfection. Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi	3,460.00	Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022 It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages.	3,460.00	2021 rate was \$2,160 v 2022 rate at \$3,460.00. Why is there an escalation in rates allowed to go unchecked? Lack of control and propriety displayed by the contractor, Mizrahi Inc.	Have you researched the increased costs in the Construction Industry in the last 12 months including labour. You should be giving us recognition for keeping costs as low as they are. Your vague allegations of "lack of control and things going unchecked" are not especially productive. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with.
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			
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 charged back to the contractor, Mizrahi Inc. for costs overruns	There are no grounds to charge back these costs to the GC. These costs are a Project cost.

Vendor name	Supply of:	Feb 2023 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)
David Paris	Crane operator hotel stay costs	690.26	NOT APPROVED: Hotel room rent for crane operator is not part of the construction cost and is excessive. This should be charged back to the contractor, Mizrahi for improper planning. Additional costs due to improper planning and execution which should not be project costs and be borne by the Contractor	278.61	NOT APPROVED: Additional costs due to improper planning and execution which should not be project costs and be borne by the Contractor, Mizrahi	296.71	Hotel room rent for crane operator is not part of the construction cost and is excessive. This should be charged back to the contractor, Mizrahi for improper planning	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
Dell-Core	Props and beams, safety fence, rack	6,819.74	NOT APPROVED: 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	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					87,881.00	Generator costs that is avoidable costs had the project been completed on time. This should be charged back to the contractor, Mizrahi for delay caused by them.	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
Esteban exps claim	[EY Design inc.]	-	1,892.21	The credit only relates to Rogers bills that was claimed by Esteban in Jan 2023. However, there is still credit on the other	18,841.13	NOT APPROVED: 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	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.	2,403.50	Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022	2,433.50	Charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. If the parking garage was completed, employees and contractors could have parked at The One and project would not have incurred these costs.	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
Jane - Trip to Italy				246.98	NOT APPROVED:			

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

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

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

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

MIZRAHI INC.

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

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

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

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

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

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

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

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

DIVISION	Category	ALTUS GROUP 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		-	-	-	-	-	-	-	-	
GymRoomEquipment		-	-	-	-	-	-	-	-	
RestaurantLooseFurniture		-	-	-	-	-	-	-	-	
DIVISION12	TOTAL	-	-	-	0	-	-	-	-	-
DIVISION13	SPECIALCONSTRUCTION									
DynamicDamperAllowance		-	-	-	IncludedinWalters	-	-	-	-	
SaunasandHotTub		-	-	-	-	-	-	-	-	
DIVISION13	TOTAL	-	-	-	0	-	-	-	-	-
DIVISION14	CONVEYINGSYSTEMS									
CondoElevators		28,509,323	-	28,509,323	Otis(ExecutedContract)	27,900,000	2,019,690	-	29,919,690	27,900,000
HotelElevators		Inclabove	-	Inclabove	Includedabove	-	-	-	-	
RetailElevators		Inclabove	-	Inclabove	Includedabove	-	-	-	-	
JumpLifts		Inclabove	-	Inclabove	Includedabove	-	-	-	-	
Hoists		Inclabove	-	Inclabove	Includedabove	-	-	-	-	
DIVISION14	TOTAL	28,509,323	-	28,509,323	0	27,900,000	2,019,690	-	29,919,690	27,900,000
DIVISION15	MECHANICAL									
Plumbing,Fire	ProtectionandControls	20,868,658	221,812	21,090,470	ModernNiagara(ExecutedContract)	19,790,000	1,825,351	-	21,615,351	19,790,000
FireProtection		100,000	-	100,000	DisanoSprinklerDesignFee	-	-	53,250	53,250	
HVAC/High	RiseMechanical	15,576,955	-	15,576,955	-	-	-	-	-	
Controls		Incl.in1500	-	Incl.in1500	-	-	-	-	-	
		-	-	-	-	-	-	-	-	
DIVISION15	TOTAL	36,545,613	221,812	36,767,425	0	19,790,000	1,825,351	53,250	21,668,601	19,790,000
DIVISION16	ELECTRICAL									
Electrical		15,044,564	253,959	15,298,523	Ozz(ExecutedContract)	14,648,842	665,089	-	15,313,931	18,924,782
Electrical		- 1,405,482	- -	1,405,482	Credit for cash allowances carried in	-	-	-	-	
LightFixtures		4,402,976	-	4,402,976	Ozz (Executed Contract)	4,402,976	-	-	4,402,976	
SecurityAlarmSystem		349,000	-	349,000	Guardtek (Award Recommendation)	349,000	-	-	349,000	
ExternalLightingAllowance		Included	-	Included	Included in electrical	-	-	-	-	

DIVISION	Category	ALTUS GROUP 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
SiteServices		Included	-	Included	Included in electrical	-	-	-	-	
DIVISION16	TOTAL	18,391,058	253,959	18,645,017	0	19,400,818	665,089	-	20,065,907	18,924,782
GRAND TOTAL		537,310,402	36,516,780	573,827,184		337,836,814	13,805,720	109,789,315	461,431,849	242,566,152
		-	1 -	1,828,419 -	1,828,418	-	-	-	-	

From: Danny Chotrani
Sent: February 6, 2023 1:42 PM
To: Mark Kilfoyle <mark@mizrahidevelopments.ca>
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 <dchotrani@cocogroup.com>; Wes Diong <wdiong@cocogroup.com>
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.
April 2023 Month End
Payment Listing

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

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

Authorized Signatures:

Sam Mizrahi
I have the authority to bind the corporation

SEE INDIVIDUAL TABS FOR APPROVAL DETAILS

Jenny Coco
I have the authority to bind the corporation

788

789

790

791

Chengye

795

[illegible]

[illegible]

[illegible]

	April 2021	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September 2026	October 2026	November 2026	December 2026	January 2027	February 2027	March 2027	April 2027	May 2027	June 2027	July 2027	August 2027	September 2027	October 2027	November 2027	December 2027	January 2028	February 2028	March 2028	April 2028	May 2028	June 2028	July 2028	August 2028	September 2028	October 2028	November 2028	December 2028	January 2029	February 2029	March 2029	April 2029	May 2029	June 2029	July 2029	August 2029	September 2029	October 2029	November 2029	December 2029	January 2030	February 2030	March 2030	April 2030	May 2030	June 2030	July 2030	August 2030	September 2030	October 2030	November 2030	December 2030	January 2031	February 2031	March 2031	April 2031	May 2031	June 2031	July 2031	August 2031	September 2031	October 2031	November 2031	December 2031	January 2032	February 2032	March 2032	April 2032	May 2032	June 2032	July 2032	August 2032	September 2032	October 2032	November 2032	December 2032	January 2033	February 2033	March 2033	April 2033	May 2033	June 2033	July 2033	August 2033	September 2033	October 2033	November 2033	December 2033	January 2034	February 2034	March 2034	April 2034	May 2034	June 2034	July 2034	August 2034	September 2034	October 2034	November 2034	December 2034	January 2035	February 2035	March 2035	April 2035	May 2035	June 2035	July 2035	August 2035	September 2035	October 2035	November 2035	December 2035	January 2036	February 2036	March 2036	April 2036	May 2036	June 2036	July 2036	August 2036	September 2036	October 2036	November 2036	December 2036	January 2037	February 2037	March 2037	April 2037	May 2037	June 2037	July 2037	August 2037	September 2037	October 2037	November 2037	December 2037	January 2038	February 2038	March 2038	April 2038	May 2038	June 2038	July 2038	August 2038	September 2038	October 2038	November 2038	December 2038	January 2039	February 2039	March 2039	April 2039	May 2039	June 2039	July 2039	August 2039	September 2039	October 2039	November 2039	December 2039	January 2040	February 2040	March 2040	April 2040	May 2040	June 2040	July 2040	August 2040	September 2040	October 2040	November 2040	December 2040	January 2041	February 2041	March 2041	April 2041	May 2041	June 2041	July 2041	August 2041	September 2041	October 2041	November 2041	December 2041	January 2042	February 2042	March 2042	April 2042	May 2042	June 2042	July 2042	August 2042	September 2042	October 2042	November 2042	December 2042	January 2043	February 2043	March 2043	April 2043	May 2043	June 2043	July 2043	August 2043	September 2043	October 2043	November 2043	December 2043	January 2044	February 2044	March 2044	April 2044	May 2044	June 2044	July 2044	August 2044	September 2044	October 2044	November 2044	December 2044	January 2045	February 2045	March 2045	April 2045	May 2045	June 2045	July 2045	August 2045	September 2045	October 2045	November 2045	December 2045	January 2046	February 2046	March 2046	April 2046	May 2046	June 2046	July 2046	August 2046	September 2046	October 2046	November 2046	December 2046	January 2047	February 2047	March 2047	April 2047	May 2047	June 2047	July 2047	August 2047	September 2047	October 2047	November 2047	December 2047	January 2048	February 2048	March 2048	April 2048	May 2048	June 2048	July 2048	August 2048	September 2048	October 2048	November 2048	December 2048	January 2049	February 2049	March 2049	April 2049	May 2049	June 2049	July 2049	August 2049	September 2049	October 2049	November 2049	December 2049	January 2050	February 2050	March 2050	April 2050	May 2050	June 2050	July 2050	August 2050	September 2050	October 2050	November 2050	December 2050	January 2051	February 2051	March 2051	April 2051	May 2051	June 2051	July 2051	August 2051	September 2051	October 2051	November 2051	December 2051	January 2052	February 2052	March 2052	April 2052	May 2052	June 2052	July 2052	August 2052	September 2052	October 2052	November 2052	December 2052	January 2053	February 2053	March 2053	April 2053	May 2053	June 2053	July 2053	August 2053	September 2053	October 2053	November 2053	December 2053	January 2054	February 2054	March 2054	April 2054	May 2054	June 2054	July 2054	August 2054	September 2054	October 2054	November 2054	December 2054	January 2055	February 2055	March 2055	April 2055	May 2055	June 2055	July 2055	August 2055	September 2055	October 2055	November 2055	December 2055	January 2056	February 2056	March 2056	April 2056	May 2056	June 2056	July 2056	August 2056	September 2056	October 2056	November 2056	December 2056	January 2057	February 2057	March 2057	April 2057	May 2057	June 2057	July 2057	August 2057	September 2057	October 2057	November 2057	December 2057	January 2058	February 2058	March 2058	April 2058	May 2058	June 2058	July 2058	August 2058	September 2058	October 2058	November 2058	December 2058	January 2059	February 2059	March 2059	April 2059	May 2059	June 2059	July 2059	August 2059	September 2059	October 2059	November 2059	December 2059	January 2060	February 2060	March 2060	April 2060	May 2060	June 2060	July 2060	August 2060	September 2060	October 2060	November 2060	December 2060	January 2061	February 2061	March 2061	April 2061	May 2061	June 2061	July 2061	August 2061	September 2061	October 2061	November 2061	December 2061	January 2062	February 2062	March 2062	April 2062	May 2062	June 2062	July 2062	August 2062	September 2062	October 2062	November 2062	December 2062	January 2063	February 2063	March 2063	April 2063	May 2063	June 2063	July 2063	August 2063	September 2063	October 2063	November 2063	December 2063	January 2064	February 2064	March 2064	April 2064	May 2064	June 2064	July 2064	August 2064	September 2064	October 2064	November 2064	December 2064	January 2065	February 2065	March 2065	April 2065	May 2065	June 2065	July 2065	August 2065	September 2065	October 2065	November 2065	December 2065	January 2066	February 2066	March 2066	April 2066	May 2066	June 2066	July 2066	August 2066	September 2066	October 2066	November 2066	December 2066	January 2067	February 2067	March 2067	April 2067	May 2067	June 2067	July 2067	August 2067	September 2067	October 2067	November 2067	December 2067	January 2068	February 2068	March 2068	April 2068	May 2068	June 2068	July 2068	August 2068	September 2068	October 2068	November 2068	December 2068	January 2069	February 2069	March 2069	April 2069	May 2069	June 2069	July 2069	August 2069	September 2069	October 2069	November 2069	December 2069	January 2070	February 2070	March 2070	April 2070	May 2070	June 2070	July 2070	August 2070	September 2070	October 2070	November 2070	December 2070	January 2071	February 2071	March 2071	April 2071	May 2071	June 2071	July 2071	August 2071	September 2071	October 2071	November 2071	December 2071	January 2072	February 2072	March 2072	April 2072	May 2072	June 2072	July 2072	August 2072	September 2072	October 2072	November 2072	December 2072	January 2073	February 2073	March 2073	April 2073	May 2073	June 2073	July 2073	August 2073	September 2073	October 2073	November 2073	December 2073	January 2074	February 2074	March 2074	April 2074	May 2074	June 2074	July 2074	August 2074	September 2074	October 2074	November 2074	December 2074	January 2075	February 2075	March 2075	April 2075	May 2075	June 2075	July 2075	August 2075	September 2075	October 2075	November 2075	December 2075	January 2076	February 2076	March 2076	April 2076	May 2076	June 2076	July 2076	August 2076	September 2076	October 2076	November 2076	December 2076	January 2077	February 2077	March 2077	April 2077	May 2077	June 2077	July 2077	August 2077	September 2077	October 2077	November 2077	December 2077	January 2078	February 2078	March 2078	April 2078	May 2078	June 2078	July 2078	August 2078	September 2078	October 2078	November 2078	December 2078	January 2079	February 2079	March 2079	April 2079	May 2079	June 2079	July 2079	August 2079	September 2079	October 2079	November 2079	December 2079	January 2080	February 2080	March 2080	April 2080	May 2080	June 2080	July 2080	August 2080	September 2080	October 2080	November 2080	December 2080	January 2081	February 2081	March 2081	April 2081	May 2081	June 2081	July 2081	August 2081	September 2081	October 2081	November 2081	December 2081	January 2082	February 2082	March 2082	April 2082	May 2082	June 2082	July 2082	August 2082	September 2082	October 2082	November 2082	December 2082	January 2083	February 2083	March 2083	April 2083	May 2083	June 2083	July 2083	August 2083	September 2083	October 2083	November 2083	December 2083	January 2084	February 2084	March 2084	April 2084	May 2084	June 2084	July 2084	August 2084	September 2084	October 2084	November 2084	December 2084	January 2085	February 2085	March 2085	April 2085	May 2085	June 2085	July 2085	August 2085	September 2085	October 2085	November 2085	December 2085	January 2086	February 2086	March 2086	April 2086	May 2086	June 2086	July 2086	August 2086	September 2086	October 2086	November 2086	December 2086	January 2087	February 2087	March 2087	April 2087	May 2087	June 2087	July 2087	August 2087	September 2087	October 2087	November 2087	December 2087	January 2088	February 2088	March 2088	April 2088	May 2088	June 2088	July 2088	August 2088	September 2088	October 2088	November 2088	December 2088	January 2089	February 2089	March 2089	April 2089	May 2089	June 2089	July 2089	August 2089	September 2089	October 2089	November 2089	December 2089	January 2090	February 2090	March 2090	April 2090	May 2090	June 2090	July 2090	August 2090	September 2090	October 2090	November 2090	December 2090	January 2091	February 2091	March 2091	April 2091	May 2091	June 2091	July 2091	August 2091	September 2091	October 2091	November 2091	December 2091	January 2092	February 2092	March 2092	April 2092	May 2092	June 2092	July 2092	August 2092	September 2092	October 2092	November 2092	December 2092	January 2093	February 2093	March 2093	April 2093	May 2093	June 2093	July 2093	August 2093	September 2093	October 2093	November 2093	December 2093	January 2094	February 2094	March 2094	April 2094	May 2094	June 2094	July 2094	August 2094	September 2094	October 2094	November 2094	December 2094	January 2095	February 2095	March 2095	April 2095	May 2095	June 2095	July 2095	August 2095	September 2095	October 2095	November 2095	December 2095	January 2096	February 2096	March 2096	April 2096	May 2096	June 2096	July 2096	August 2096	September 2096	October 2096	November 2096	December 2096	January 2097	February 2097	March 2097	April 2097	May 2097	June 2097	July 2097	August 2097	September 2097	October 2097	November 2097	December 2097	January 2098	February 2098	March 2098	April 2098	May 2098	June 2098	July 2098	August 2098	September 2098	October 2098	November 2098	December 2098	January 2099	February 2099	March 2099	April 2099	May 2099	June 2099	July 2099	August 2099	September 2099	October 2099	November 2099	December 2099	January 2100	February 2100	March 2100	April 2100	May 2100	June 2100	July 2100	August 2100	September 2100	October 2100	November 2100	December 2100	January 2101	February 2101	March 2101	April 2101	May 2101	June 2101	July 2101	August 2101	September 2101	October 2101	November 2101	December 2101	January 2102	February 2102	March 2102	April 2102	May 2102	June 2102	July 2102	August 2102	September 2102	October 2102	November 2102	December 2102	January 2103	February 2103	March 2103	April 2103	May 2103	June 2103	July 2103	August 2103	September 2103	October 2103	November 2103	December 2103	January 2104	February 2104	March 2104	April 2104	May 2104	June 2104	July 2104	August 2104	September 2104	October 2104	November 2104	December 2104	January 2105	February 2105	March 2105	April 2105	May 2105	June 2105	July 2105	August 2105	September 2105	October 2105	November 2105	December 2105	January 2106	February 2106	March 2106	April 2106	May 2106	June 2106	July 2106	August 2106	September 2106	October 2106	November 2106	December 2106	January 2107	February 2107	March 2107	April 2107	May 2107	June 2107	July 2107	August 2107	September 2107	October 2107	November 2107	December 2107	January 2108	February 2108	March 2108	April 2108	May 2108	June 2108	July 2108	August 2108	September 2108	October 2108	November 2108	December 2108	January 2109	February 2109	March 2109	April 2109	May 2109	June 2109	July 2109	August 2109	September 2109	October 2109	November 2109	December 2109	January 2110	February 2110	March 2110	April 2110	May 2110	June 2110	July 2110	August 2110	September 2110	October 2110	November 2110	December 2110	January 2111	February 2111	March 2111	April 2111	May 2111	June 2111	July 2111	August 2111	September 2111	October 2111	November 2111	December 2111	January 2112	February 2112	March 2112	April 2112	May 2112	June 2112	July 2112	August 2112	September 2112	October 2112	November 2112	December 2112	January 2113	February 2113	March 2113	April 2113	May 2113	June 2113	July 2113	August 2113	September 2113	October 2113	November 2113	December 2113	January 2114	February 2114	March 2114	April 2114	May 2114	June 2114	July 2114	August 2114	September 2114	October 2114	November 2114	December 2114
--	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------

	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September 2026	October 2026	November 2026	December 2026	January 2027	February 2027	March 2027	April 2027	May 2027	June 2027	July 2027	August 2027	September 2027	October 2027	November 2027	December 2027	January 2028	February 2028	March 2028	April 2028	May 2028	June 2028	July 2028	August 2028	September 2028	October 2028	November 2028	December 2028	January 2029	February 2029	March 2029	April 2029	May 2029	June 2029	July 2029	August 2029	September 2029	October 2029	November 2029	December 2029	January 2030	February 2030	March 2030	April 2030	May 2030	June 2030	July 2030	August 2030	September 2030	October 2030	November 2030	December 2030	January 2031	February 2031	March 2031	April 2031	May 2031	June 2031	July 2031	August 2031	September 2031	October 2031	November 2031	December 2031	January 2032	February 2032	March 2032	April 2032	May 2032	June 2032	July 2032	August 2032	September 2032	October 2032	November 2032	December 2032	January 2033	February 2033	March 2033	April 2033	May 2033	June 2033	July 2033	August 2033	September 2033	October 2033	November 2033	December 2033	January 2034	February 2034	March 2034	April 2034	May 2034	June 2034	July 2034	August 2034	September 2034	October 2034	November 2034	December 2034	January 2035	February 2035	March 2035	April 2035	May 2035	June 2035	July 2035	August 2035	September 2035	October 2035	November 2035	December 2035	January 2036	February 2036	March 2036	April 2036	May 2036	June 2036	July 2036	August 2036	September 2036	October 2036	November 2036	December 2036	January 2037	February 2037	March 2037	April 2037	May 2037	June 2037	July 2037	August 2037	September 2037	October 2037	November 2037	December 2037	January 2038	February 2038	March 2038	April 2038	May 2038	June 2038	July 2038	August 2038	September 2038	October 2038	November 2038	December 2038	January 2039	February 2039	March 2039	April 2039	May 2039	June 2039	July 2039	August 2039	September 2039	October 2039	November 2039	December 2039	January 2040	February 2040	March 2040	April 2040	May 2040	June 2040	July 2040	August 2040	September 2040	October 2040	November 2040	December 2040	January 2041	February 2041	March 2041	April 2041	May 2041	June 2041	July 2041	August 2041	September 2041	October 2041	November 2041	December 2041	January 2042	February 2042	March 2042	April 2042	May 2042	June 2042	July 2042	August 2042	September 2042	October 2042	November 2042	December 2042	January 2043	February 2043	March 2043	April 2043	May 2043	June 2043	July 2043	August 2043	September 2043	October 2043	November 2043	December 2043	January 2044	February 2044	March 2044	April 2044	May 2044	June 2044	July 2044	August 2044	September 2044	October 2044	November 2044	December 2044	January 2045	February 2045	March 2045	April 2045	May 2045	June 2045	July 2045	August 2045	September 2045	October 2045	November 2045	December 2045	January 2046	February 2046	March 2046	April 2046	May 2046	June 2046	July 2046	August 2046	September 2046	October 2046	November 2046	December 2046	January 2047	February 2047	March 2047	April 2047	May 2047	June 2047	July 2047	August 2047	September 2047	October 2047	November 2047	December 2047	January 2048	February 2048	March 2048	April 2048	May 2048	June 2048	July 2048	August 2048	September 2048	October 2048	November 2048	December 2048	January 2049	February 2049	March 2049	April 2049	May 2049	June 2049	July 2049	August 2049	September 2049	October 2049	November 2049	December 2049	January 2050	February 2050	March 2050	April 2050	May 2050	June 2050	July 2050	August 2050	September 2050	October 2050	November 2050	December 2050	January 2051	February 2051	March 2051	April 2051	May 2051	June 2051	July 2051	August 2051	September 2051	October 2051	November 2051	December 2051	January 2052	February 2052	March 2052	April 2052	May 2052	June 2052	July 2052	August 2052	September 2052	October 2052	November 2052	December 2052	January 2053	February 2053	March 2053	April 2053	May 2053	June 2053	July 2053	August 2053	September 2053	October 2053	November 2053	December 2053	January 2054	February 2054	March 2054	April 2054	May 2054	June 2054	July 2054	August 2054	September 2054	October 2054	November 2054	December 2054	January 2055	February 2055	March 2055	April 2055	May 2055	June 2055	July 2055	August 2055	September 2055	October 2055	November 2055	December 2055	January 2056	February 2056	March 2056	April 2056	May 2056	June 2056	July 2056	August 2056	September 2056	October 2056	November 2056	December 2056	January 2057	February 2057	March 2057	April 2057	May 2057	June 2057	July 2057	August 2057	September 2057	October 2057	November 2057	December 2057	January 2058	February 2058	March 2058	April 2058	May 2058	June 2058	July 2058	August 2058	September 2058	October 2058	November 2058	December 2058	January 2059	February 2059	March 2059	April 2059	May 2059	June 2059	July 2059	August 2059	September 2059	October 2059	November 2059	December 2059	January 2060	February 2060	March 2060	April 2060	May 2060	June 2060	July 2060	August 2060	September 2060	October 2060	November 2060	December 2060	January 2061	February 2061	March 2061	April 2061	May 2061	June 2061	July 2061	August 2061	September 2061	October 2061	November 2061	December 2061	January 2062	February 2062	March 2062	April 2062	May 2062	June 2062	July 2062	August 2062	September 2062	October 2062	November 2062	December 2062	January 2063	February 2063	March 2063	April 2063	May 2063	June 2063	July 2063	August 2063	September 2063	October 2063	November 2063	December 2063	January 2064	February 2064	March 2064	April 2064	May 2064	June 2064	July 2064	August 2064	September 2064	October 2064	November 2064	December 2064	January 2065	February 2065	March 2065	April 2065	May 2065	June 2065	July 2065	August 2065	September 2065	October 2065	November 2065	December 2065	January 2066	February 2066	March 2066	April 2066	May 2066	June 2066	July 2066	August 2066	September 2066	October 2066	November 2066	December 2066	January 2067	February 2067	March 2067	April 2067	May 2067	June 2067	July 2067	August 2067	September 2067	October 2067	November 2067	December 2067	January 2068	February 2068	March 2068	April 2068	May 2068	June 2068	July 2068	August 2068	September 2068	October 2068	November 2068	December 2068	January 2069	February 2069	March 2069	April 2069	May 2069	June 2069	July 2069	August 2069	September 2069	October 2069	November 2069	December 2069	January 2070	February 2070	March 2070	April 2070	May 2070	June 2070	July 2070	August 2070	September 2070	October 2070	November 2070	December 2070	January 2071	February 2071	March 2071	April 2071	May 2071	June 2071	July 2071	August 2071	September 2071	October 2071	November 2071	December 2071	January 2072	February 2072	March 2072	April 2072	May 2072	June 2072	July 2072	August 2072	September 2072	October 2072	November 2072	December 2072	January 2073	February 2073	March 2073	April 2073	May 2073	June 2073	July 2073	August 2073	September 2073	October 2073	November 2073	December 2073	January 2074	February 2074	March 2074	April 2074	May 2074	June 2074	July 2074	August 2074	September 2074	October 2074	November 2074	December 2074	January 2075	February 2075	March 2075	April 2075	May 2075	June 2075	July 2075	August 2075	September 2075	October 2075	November 2075	December 2075	January 2076	February 2076	March 2076	April 2076	May 2076	June 2076	July 2076	August 2076	September 2076	October 2076	November 2076	December 2076	January 2077	February 2077	March 2077	April 2077	May 2077	June 2077	July 2077	August 2077	September 2077	October 2077	November 2077	December 2077	January 2078	February 2078	March 2078	April 2078	May 2078	June 2078	July 2078	August 2078	September 2078	October 2078	November 2078	December 2078	January 2079	February 2079	March 2079	April 2079	May 2079	June 2079	July 2079	August 2079	September 2079	October 2079	November 2079	December 2079	January 2080	February 2080	March 2080	April 2080	May 2080	June 2080	July 2080	August 2080	September 2080	October 2080	November 2080	December 2080	January 2081	February 2081	March 2081	April 2081	May 2081	June 2081	July 2081	August 2081	September 2081	October 2081	November 2081	December 2081	January 2082	February 2082	March 2082	April 2082	May 2082	June 2082	July 2082	August 2082	September 2082	October 2082	November 2082	December 2082	January 2083	February 2083	March 2083	April 2083	May 2083	June 2083	July 2083	August 2083	September 2083	October 2083	November 2083	December 2083	January 2084	February 2084	March 2084	April 2084	May 2084	June 2084	July 2084	August 2084	September 2084	October 2084	November 2084	December 2084	January 2085	February 2085	March 2085	April 2085	May 2085	June 2085	July 2085	August 2085	September 2085	October 2085	November 2085	December 2085	January 2086	February 2086	March 2086	April 2086	May 2086	June 2086	July 2086	August 2086	September 2086	October 2086	November 2086	December 2086	January 2087	February 2087	March 2087	April 2087	May 2087	June 2087	July 2087	August 2087	September 2087	October 2087	November 2087	December 2087	January 2088	February 2088	March 2088	April 2088	May 2088	June 2088	July 2088	August 2088	September 2088	October 2088	November 2088	December 2088	January 2089	February 2089	March 2089	April 2089	May 2089	June 2089	July 2089	August 2089	September 2089	October 2089	November 2089	December 2089	January 2090	February 2090	March 2090	April 2090	May 2090	June 2090	July 2090	August 2090	September 2090	October 2090	November 2090	December 2090	January 2091	February 2091	March 2091	April 2091	May 2091	June 2091	July 2091	August 2091	September 2091	October 2091	November 2091	December 2091	January 2092	February 2092	March 2092	April 2092	May 2092	June 2092	July 2092	August 2092	September 2092	October 2092	November 2092	December 2092	January 2093	February 2093	March 2093	April 2093	May 2093	June 2093	July 2093	August 2093	September 2093	October 2093	November 2093	December 2093	January 2094	February 2094	March 2094	April 2094	May 2094	June 2094	July 2094	August 2094	September 2094	October 2094	November 2094	December 2094	January 2095	February 2095	March 2095	April 2095	May 2095	June 2095	July 2095	August 2095	September 2095	October 2095	November 2095	December 2095	January 2096	February 2096	March 2096	April 2096	May 2096	June 2096	July 2096	August 2096	September 2096	October 2096	November 2096	December 2096	January 2097	February 2097	March 2097	April 2097	May 2097	June 2097	July 2097	August 2097	September 2097	October 2097	November 2097	December 2097	January 2098	February 2098	March 2098	April 2098	May 2098	June 2098	July 2098	August 2098	September 2098	October 2098	November 2098	December 2098	January 2099	February 2099	March 2099	April 2099	May 2099	June 2099	July 2099	August 2099	September 2099	October 2099	November 2099	December 2099	January 2100	February 2100	March 2100	April 2100	May 2100	June 2100	July 2100	August 2100	September 2100	October 2100	November 2100	December 2100	January 2101	February 2101	March 2101	April 2101	May 2101	June 2101	July 2101	August 2101	September 2101	October 2101	November 2101	December 2101	January 2102	February 2102	March 2102	April 2102	May 2102	June 2102	July 2102	August 2102	September 2102	October 2102	November 2102	December 2102	January 2103	February 2103	March 2103	April 2103	May 2103	June 2103	July 2103	August 2103	September 2103	October 2103	November 2103	December 2103	January 2104	February 2104	March 2104	April 2104	May 2104	June 2104	July 2104	August 2104	September 2104	October 2104	November 2104	December 2104	January 2105	February 2105	March 2105	April 2105	May 2105	June 2105	July 2105	August 2105	September 2105	October 2105	November 2105	December 2105	January 2106	February 2106	March 2106	April 2106	May 2106	June 2106	July 2106	August 2106	September 2106	October 2106	November 2106	December 2106	January 2107	February 2107	March 2107	April 2107	May 2107	June 2107	July 2107	August 2107	September 2107	October 2107	November 2107	December 2107	January 2108	February 2108	March 2108	April 2108	May 2108	June 2108	July 2108	August 2108	September 2108	October 2108	November 2108	December 2108	January 2109	February 2109	March 2109	April 2109	May 2109	June 2109	July 2109	August 2109	September 2109	October 2109	November 2109	December 2109	January 2110	February 2110	March 2110	April 2110	May 2110	June 2110	July 2110	August 2110	September 2110	October 2110	November 2110	December 2110	January 2111	February 2111	March 2111	April 2111	May 2111	June 2111	July 2111	August 2111	September 2111	October 2111	November 2111	December 2111	January 2112	February 2112	March 2112	April 2112	May 2112	June 2112	July 2112	August 2112	September 2112	October 2112	November 2112	December 2112	January 2113	February 2113	March 2113	April 2113	May 2113	June 2113	July 2113	August 2113	September 2113	October 2113	November 2113	December 2113	January 2114	February 2114	March 2114	April 2114	May 2114	June 2114	July 2114	August 2114	September 2114	October 2114	November 2114	December 2114	January 2115	February 2115	March 2115	April 2115	May 2115	June 2115	July 2115	August 2115	September 2115	October 2115	November 2115	December 2115	January 2116	February 2116	March 2116	April 2116	May 2116	June 2116	July 2116	August 2116	September 2116	October 2116	November 2116	December 2116
--	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------	--------------	---------------	------------	------------	----------	-----------	-----------	-------------	----------------	--------------	---------------	---------------

	April 2023				March 2023				February 2023				January 2023				December 2022				November 2022				October 2022				September 2022				August 2022								
	Name	Date	Description	Mar 2023 Open Balance	COCO APPROVED OR NOT APPROVED (N.A.)	Date	Description	Mar 2023 Open Balance	COCO APPROVED OR NOT APPROVED (N.A.)	Date	Description	Feb 2023 Open Balance	COCO APPROVED OR NOT APPROVED (N.A.)	Date	Description	Jan 2023 Open Balance	COCO APPROVED OR NOT APPROVED (N.A.)	Date	Description	Dec 2022 Open Balance	COCO APPROVED OR NOT APPROVED (N.A.)	Date	Description	Nov 2022 Open Balance	COCO APPROVED OR NOT APPROVED (N.A.)	Date	Description	Oct 2022 Open Balance	COCO APPROVED OR NOT APPROVED (N.A.)	Date	Description	Sep 2022 Open Balance	COCO APPROVED OR NOT APPROVED (N.A.)	Date	Description	Aug 2022 Open Balance	COCO APPROVED OR NOT APPROVED (N.A.)	JC COMMENTS			
	Bell Canada			14.31				15.22				15.56																													
		04/01/2023	May 2023	14.31	Approved	04/01/2023	Apr 2023	15.22	Approved	02/11/2023	Mar 2023	15.56	Approved	02/11/2023	Feb 2023	14.56	Approved	01/11/2023	Jan 2023	14.72	Approved	11/01/2022	Nov 2022	14.30	Approved	11/01/2022	Nov 2022	13.96	Approved	10/01/2022	Oct 2022	13.91	Approved	09/01/2022	Sep 2022	13.77	Not approved			Invoice to a #ed company, not applicable to the Project	
	Total Bell Canada																																								
	CBRE Limited																																								
		04/27/2023	23-APPR TOR-0233R	29,380.00	PAID																																				
	Total CBRE Limited			29,380.00																																					
	Dentons Canada LLP			18,000.00																																					
		05/02/2023	TBD - NEED INV. PAID	18,000.00	PAID																																				
	Total Dentons Canada LLP			18,000.00																																					
	Home Construction Regulatory Authority																																								
	Total Home Construction Regulatory Authority			-				-				-				-							11/28/2022	APP-5021342	500.00	Approved			-				-				-				
	IGIS Global Private Placement Real Estate																																								
		08/31/2022	08312022 Quarterly	2,801,911.00	Approved											2,755,194.00	Approved									08/31/2022	08312022	3,692,961.00													
	Total IGIS Global Private Placement Real Estate			2,801,911.00				-				-				2,755,194.00																									
	Livingston International Inc.																																								
		05/03/2023	404-725856	20,282.79	PAID																																				
	Total Livingston International Inc.			20,282.79																																					
	Master Insurance Limited.																																								
	Total Master Insurance Limited.			-				-				-				-							12/28/2022		124,666.11	Approved	11/29/2022	7510175	445,696.02	Approved			-				-				
	Mizrahi - HC																																								
		05/02/2023	C1336(Aluminum Extrusions)	731,989.35																																					
	Total Mizrahi - HC			868,505.37	PAID																																				
	TD Wire Fee			-				-				-				50.00	Approved									50.00															
	0 x Outward Remit @ \$50			-				-				-																													
	0 x Outward Remit @ \$25			-				-				-																													
	0 x KEB Receiving @ \$10			-				-				-																													
	TOTAL			\$ 3,738,093.47				\$ 15.22				\$ 15.56				\$2,755,258.56									\$ 446,260.32			\$3,693,024.96			\$ 13.91						\$ 13.77				

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

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

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

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

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

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

MIZRAHI INC.

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

Date: 22nd February 2023

DIVISION	Category	BUDGET			TRADE DETAILS COMMENTS AND NOTES	CONTRACT SUM				
		ALTUS GROUP PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET		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 SUB TOTAL		537,310,403	38,345,199	575,655,602		337,836,814	13,805,720	109,789,315	461,431,849	242,566,152
						13,805,720		100%		

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

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

DIVISION	Category	ALTUS GROUP 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	
Curbs,Walks&Stairs		-	-	-		-	-	-	-		
MunicipalCurbs		-	-	-		-	-	-	-		
AsphaltPaving		-	-	-		-	-	-	-		
UnderslabDrainageandSOG		-	-	-		-	-	-	-		
Demolition		115,000	-	115,000	AllowanceforDundonald	-	-	-	-		
VerticalDrainageBoard		-	-	-		-	-	-	-		
Fences		-	-	-		-	-	-	-		
MechanicalUndergroundServices		200,950	-	200,950	ProDrain(ExecutedContract)	146,950	54,000	-	200,950	146,950	
DIVISION2 TOTAL		37,264,886	3,488,235	40,753,121		34,329,637	3,533,690	2,774,793	40,638,120	27,530,800	
-											
DIVISION3	CONCRETE										
Formwork(FoundationtoGround)		11,729,017	-	11,729,017	Hardwall(ExecutedContract)	11,969,793	-	240,776	-	11,729,017	11,969,793
Formwork(Level1Mto18)		24,469,875	-	24,469,875	Hardwall(UnexecutedContract/Invoice)	24,251,096	-	247,981	-	24,499,077	
Formwork(Level19toTOH)		31,446,395	-	31,446,395	Hardwall(UnexecutedContract/CM)	31,446,395	-	-	-	31,446,395	
Rebar Supply		15,195,742	-	15,195,742	Salit	6,336,068	-	8,859,674	-	15,195,742	
Rebar Labour		Incl.infrmk	-	Incl.infrmk	Includedinformwork		-	-	-	-	
RebarAccessories		Incl.inrebar	-	Incl.inrebar	Includedinrebar		-	-	-	-	
ConcreteAccessories		-	-	-	IncludedinDivision1		-	-	-	-	
ConcreteCuttingandCoring		-	-	-			-	-	-	-	
ConcreteSupply		14,876,541	-	14,876,541	Innocon	6,907,444	-	7,969,097	-	14,876,541	
ConcretePouringLabour		Incl.infrmk	-	Incl.infrmk	Includedinformwork		-	-	-	-	
ConcreteFinishing/Levelling		2,500,000	-	2,500,000	Allowanceforresidentialfloors		-	-	-	-	
PumpedConcreteRental		-	-	-			-	-	-	-	
PrecastStairs		Incl.informwork	-	Incl.informwork			-	-	-	-	
Couplers		Included	-	Included			-	-	-	-	
SoundAttenuationWall		Included	-	Included			-	-	-	-	
DIVISION3 TOTAL		100,217,570	-	100,217,570		80,910,796	7,205	16,828,771	97,746,772	11,969,793	
DIVISION4	MASONRY										
Masonry		Incl.below	1,550,178	1,550,178	BlockwallMasonry(outstanding)	1,550,178	-	-	-	1,550,178	
MasonryBlock		2,797,000	-	1,246,822	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(SupplyandInstall)		22,508,995	-	22,508,995	Walters(ExecutedbyTrade)	22,286,287	222,708	-	-	22,508,995	22,286,687
StructuralSteel(SupplyandInstall)		11,828,720	-	11,828,720	Walters(ExecutedbyTrade)	10,697,452	867,334	263,934	-	11,828,720	10,697,452
SteelDeck LabourandMaterials		Included	-	Included	-	-	-	-	-	-	
MetalFabrications		2,986,769	-	2,986,769	Cult(LOI)	2,365,520	415,009	-	-	2,780,529	
FeatureStairs		1,600,000	-	1,600,000	-	-	-	-	-	-	
Canopies		-	-	-	IncludedinGamma	-	-	-	-	-	

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

DIVISION	Category	ALTUS GROUP 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	TOTAL	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		106,651,303	-	99,083	106,552,221		95,072,822	2,296,281	8,303,426	105,672,529

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

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

DIVISION	Category	ALTUS GROUP 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		-	-	-	-	-	-	-	-	
GymRoomEquipment		-	-	-	-	-	-	-	-	
RestaurantLooseFurniture		-	-	-	-	-	-	-	-	
DIVISION12	TOTAL	-	-	-	0	-	-	-	-	-
DIVISION13	SPECIALCONSTRUCTION									
DynamicDamperAllowance		-	-	-	IncludedinWalters	-	-	-	-	
SaunasandHotTub		-	-	-	-	-	-	-	-	
DIVISION13	TOTAL	-	-	-	0	-	-	-	-	-
DIVISION14	CONVEYINGSYSTEMS									
CondoElevators		28,509,323	-	28,509,323	Otis(ExecutedContract)	27,900,000	2,019,690	-	29,919,690	27,900,000
HotelElevators		Inclabove	-	Inclabove	Includedabove	-	-	-	-	
RetailElevators		Inclabove	-	Inclabove	Includedabove	-	-	-	-	
JumpLifts		Inclabove	-	Inclabove	Includedabove	-	-	-	-	
Hoists		Inclabove	-	Inclabove	Includedabove	-	-	-	-	
DIVISION14	TOTAL	28,509,323	-	28,509,323	0	27,900,000	2,019,690	-	29,919,690	27,900,000
DIVISION15	MECHANICAL									
Plumbing,Fire	ProtectionandControls	20,868,658	221,812	21,090,470	ModernNiagara(ExecutedContract)	19,790,000	1,825,351	-	21,615,351	19,790,000
FireProtection		100,000	-	100,000	DisanoSprinklerDesignFee	-	-	53,250	53,250	
HVAC/High	RiseMechanical	15,576,955	-	15,576,955	-	-	-	-	-	
Controls		Incl.in1500	-	Incl.in1500	-	-	-	-	-	
		-	-	-	-	-	-	-	-	
DIVISION15	TOTAL	36,545,613	221,812	36,767,425	0	19,790,000	1,825,351	53,250	21,668,601	19,790,000
DIVISION16	ELECTRICAL									
Electrical		15,044,564	253,959	15,298,523	Ozz(ExecutedContract)	14,648,842	665,089	-	15,313,931	18,924,782
Electrical		- 1,405,482	-	1,405,482	Credit for cash allowances carried in	-	-	-	-	
LightFixtures		4,402,976	-	4,402,976	Ozz (Executed Contract)	4,402,976	-	-	4,402,976	
SecurityAlarmSystem		349,000	-	349,000	Guardtek (Award Recommendation)	349,000	-	-	349,000	
ExternalLightingAllowance		Included	-	Included	Included in electrical	-	-	-	-	

DIVISION	Category	ALTUS GROUP 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
SiteServices		Included	-	Included	Included in electrical	-	-	-	-	
DIVISION16	TOTAL	18,391,058	253,959	18,645,017	0	19,400,818	665,089	-	20,065,907	18,924,782
GRAND TOTAL		537,310,402	36,516,780	573,827,184		337,836,814	13,805,720	109,789,315	461,431,849	242,566,152
		-	1 -	1,828,419 -	1,828,418	-	-	-	-	

From: Danny Chotrani
Sent: February 6, 2023 1:42 PM
To: Mark Kilfoyle <mark@mizrahidevelopments.ca>
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 <dchotrani@cocogroup.com>; Wes Diong <wdiong@cocogroup.com>
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)
				Gross Invoices	Less: Clawback of excess paid to Mizrahi	Less: Advertising & Promotions	Less: Not approved and payment withheld	Total amount withheld	Net payment for the month	Invoices paid with only Mizrahi approval & released by IGIS/Hana	Net payment at end of this month [30 Jun 23]
	GC	Sub-trade	Soft costs								
Amount of Cheques	-	-	2,521,030.88	2,521,030.88	37,666.67	64,177.20	158,247.37	260,091.24	2,260,939.64	-	2,260,939.64
Amount of Wires & Transfers	3,306,963.86	7,501,166.88	419,747.47	11,227,878.21	3,623,068.66	-		3,623,068.66	7,604,809.55	-	7,604,809.55
Sub-total - To be paid from KEB Hana Bank	3,306,963.86	7,501,166.88	2,940,778.35	13,748,909.09	3,660,735.33	64,177.20	158,247.37	3,883,159.90	9,865,749.19	-	9,865,749.19
Amount of Payments from TD Account			14.78	14.78	-	-		-	14.78	-	14.78
Sub-total: Payments before prior month clawback	\$ 3,306,963.86	\$ 7,501,166.88	\$ 2,940,793.13	\$ 13,748,923.87	\$ 3,660,735.33	\$ 64,177.20	\$ 158,247.37	\$ 3,883,159.90	\$ 9,865,763.97	\$ -	\$ 9,865,763.97
LESS: DEDUCTIONS FROM MAY 2023 MONTH END					\$ 4,466,179.74			\$ 4,466,179.74	\$ (4,466,179.74)		\$ (4,466,179.74)
Total: Payments for the month	\$ 3,306,963.86	\$ 7,501,166.88	\$ 2,940,793.13	\$ 13,748,923.87	\$ 8,126,915.07	\$ 64,177.20	\$ 158,247.37	\$ 8,349,339.64	\$ 5,399,584.23	\$ -	\$ 5,399,584.23

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

Sam Mizrahi
I have the authority to bind the corporation

Jenny Coco
I have the authority to bind the corporation

NOTE:

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

June 2023										July 2023										August 2023										September 2023										October 2023										November 2023										December 2023										January 2024										February 2024										March 2024										April 2024										May 2024										June 2024										July 2024										August 2024										September 2024										October 2024										November 2024										December 2024										January 2025										February 2025										March 2025										April 2025										May 2025										June 2025										July 2025										August 2025										September 2025										October 2025										November 2025										December 2025										January 2026										February 2026										March 2026										April 2026										May 2026										June 2026										July 2026										August 2026										September 2026										October 2026										November 2026										December 2026										January 2027										February 2027										March 2027										April 2027										May 2027										June 2027										July 2027										August 2027										September 2027										October 2027										November 2027										December 2027										January 2028										February 2028										March 2028										April 2028										May 2028										June 2028										July 2028										August 2028										September 2028										October 2028										November 2028										December 2028										January 2029										February 2029										March 2029										April 2029										May 2029										June 2029										July 2029										August 2029										September 2029										October 2029										November 2029										December 2029										January 2030										February 2030										March 2030										April 2030										May 2030										June 2030										July 2030										August 2030										September 2030										October 2030										November 2030										December 2030										January 2031										February 2031										March 2031										April 2031										May 2031										June 2031										July 2031										August 2031										September 2031										October 2031										November 2031										December 2031										January 2032										February 2032										March 2032										April 2032										May 2032										June 2032										July 2032										August 2032										September 2032										October 2032										November 2032										December 2032										January 2033										February 2033										March 2033										April 2033										May 2033										June 2033										July 2033										August 2033										September 2033										October 2033										November 2033										December 2033										January 2034										February 2034										March 2034										April 2034										May 2034										June 2034										July 2034										August 2034										September 2034										October 2034										November 2034										December 2034										January 2035										February 2035										March 2035										April 2035										May 2035										June 2035										July 2035										August 2035										September 2035										October 2035										November 2035										December 2035										January 2036										February 2036										March 2036										April 2036										May 2036										June 2036										July 2036										August 2036										September 2036										October 2036										November 2036										December 2036										January 2037										February 2037										March 2037										April 2037										May 2037										June 2037										July 2037										August 2037										September 2037										October 2037										November 2037										December 2037										January 2038										February 2038										March 2038										April 2038										May 2038										June 2038										July 2038										August 2038										September 2038										October 2038										November 2038										December 2038										January 2039										February 2039										March 2039										April 2039										May 2039										June 2039										July 2039										August 2039										September 2039										October 2039										November 2039										December 2039										January 2040										February 2040										March 2040										April 2040										May 2040										June 2040										July 2040										August 2040										September 2040										October 2040										November 2040										December 2040										January 2041										February 2041										March 2041										April 2041										May 2041										June 2041										July 2041										August 2041										September 2041										October 2041										November 2041										December 2041										January 2042										February 2042										March 2042										April 2042										May 2042										June 2042										July 2042										August 2042										September 2042										October 2042										November 2042										December 2042										January 2043										February 2043										March 2043										April 2043										May 2043										June 2043										July 2043										August 2043										September 2043										October 2043										November 2043										December 2043										January 2044										February 2044										March 2044										April 2044										May 2044										June 2044										July 2044										August 2044										September 2044										October 2044										November 2044										December 2044										January 2045										February 2045										March 2045										April 2045										May 2045										June 2045										July 2045										August 2045										September 2045										October 2045										November 2045										December 2045										January 2046										February 2046										March 2046										April 2046										May 2046										June 2046										July 2046										August 2046										September 2046										October 2046										November 2046										December 2046										January 2047										February 2047										March 2047										April 2047										May 2047										June 2047										July 2047										August 2047										September 2047										October 2047										November 2047										December 2047										January 2048										February 2048										March 2048										April 2048										May 2048										June 2048										July 2048										August 2048										September 2048										October 2048										November 2048										December 2048										January 2049										February 2049										March 2049										April 2049										May 2049										June 2049										July 2049										August 2049										September 2049										October 2049										November 2049										December 2049										January 2050										February 2050										March 2050										April 2050										May 2050										June 2050										July 2050										August 2050										September 2050										October 2050										November 2050										December 2050										January 2051										February 2051										March 2051										April 2051										May 2051										June 2051										July 2051										August 2051										September 2051										October 2051										November 2051										December 2051										January 2052										February 2052										March 2052										April 2052										May 2052										June 2052										July 2052										August 2052										September 2052										October 2052										November 2052										December 2052										January 2053										February 2053										March 2053										April 2053										May 2053										June 2053										July 2053										August 2053										September 2053										October 2053										November 2053										December 2053										January 2054										February 2054										March 2054										April 2054										May 2054										June 2054										July 2054										August 2054										September 2054										October 2054										November 2054										December 2054										January 2055										February 2055										March 2055										April 2055										May 2055										June 2055										July 2055										August 2055										September 2055										October 2055										November 2055										December 2055										January 2056										February 2056										March 2056										April 2056										May 2056										June 2056										July 2056										August 2056										September 2056										October 2056										November 2056										December 2056										January 2057										February 2057										March 2057										April 2057										May 2057										June 2057										July 2057										August 2057										September 2057										October 2057										November 2057										December 2057										January 2058										February 2058										March 2058										April 2058										May 2058										June 2058										July 2058										August 2058										September 2058										October 2058										November 2058										December 2058										January 2059										February 2059										March 2059										April 2059										May 2059										June 2059										July 2059										August 2059										September 2059										October 2059										November 2059										December 2059										January 2060										February 2060										March 2060										April 2060										May 2060										June 2060										July 2060										August 2060										September 2060										October 2060										November 2060										December 2060										January 2061										February 2061										March 2061										April 2061										May 2061										June 2061										July 2061										August 2061										September 2061										October 2061										November 2061										December 2061										January 2062										February 2062										March 2062										April 2062										May 2062										June 2062										July 2062										August 2062										September 2062										October 2062										November 2062										December 2062										January 2063										February 2063										March 2063										April 2063										May 2063										June 2063										July 2063										August 2063										September 2063										October 2063										November 2063										December 2063										January 2064										February 2064										March 2064										April 2064										May 2064										June 2064										July 2064										August 2064										September 2064										October 2064										November 2064										December 2064										January 2065										February 2065										March 2065										April 2065										May 2065										June 2065										July 2065										August 2065										September 2065										October 2065										November 2065										December 2065										January 2066										February 2066										March 2066										April 2066										May 2066										June 2066										July 2066										August 2066										September 2066										October 2066										November 2066										December 2066										January 2067										February 2067										March 2067										April 2067										May 2067										June 2067										July 2067										August 2067										September 2067										October 2067										November 2067										December 2067										January 2068										February 2068										March 2068										April 2068										May 2068										June 2068										July 2068										August 2068										September 2068										October 2068										November 2068										December 2068										January 2069										February 2069										March 2069										April 2069										May 2069										June 2069										July 2069										August 2069										September 2069										October 2069										November 2069										December 2069										January 2070										February 2070										March 2070										April 2070										May 2070										June 2070										July 2070										August 2070										September 2070										October 2070										November 2070										December 2070										January 2071										February 2071										March 2071										April 2071										May 2071										June 2071										July 2071										August 2071										September 2071										October 2071										November 2071										December 2071										January 2072										February 2072										March 2072										April 2072										May 2072										June 2072										July 2072										August 2072										September 2072										October 2072										November 2072										December 2072										January 2073										February 2073										March 2073										April 2073										May 2073										June 2073										July 2073										August 2073										September 2073										October 2073										November 2073										December 2073										January 2074										February 2074										March 2074										April 2074										May 2074										June 2074										July 2074										August 2074										September 2074										October 2074										November 2074										December 2074										January 2075										February 2075										March 2075										April 2075										May 2075										June 2075										July 2075										August 2075										September 2075										October 2075										November 2075										December 2075										January 2076										February 2076										March 2076										April 2076										May 2076										June 2076										July 2076										August 2076										September 2076										October 2076										November 2076										December 2076										January 2077										February 2077										March 2077										April 2077										May 2077										June 2077										July 2077										August 2077										September 2077										October 2077										November 2077										December 2077										January 2078										February 2078										March 2078										April 2078										May 2078										June 2078										July 2078										August 2078										September 2078										October 2078										November 2078										December 2078										January 2079										February 2079										March 2079										April 2079										May 2079										June 2079										July 2079										August 2079										September 2079										October 2079										November 2079										December 2079										January 2080										February 2080										March 2080										April 2080										May 2080										June 2080										July 2080										August 2080										September 2080										October 2080										November 2080										December 2080										January 2081										February 2081										March 2081										April 2081										May 2081										June 2081										July 2081										August 2081										September 2081										October 2081										November 2081										December 2081										January 2082										February 2082										March 2082										April 2082										May 2082										June 2082										July 2082										August 2082										September 2082										October 2082										November 2082										December 2082										January 2083										February 2083										March 2083										April 2083										May 2083										June 2083										July 2083										August 2083										September 2083										October 2083										November 2083										December 2083										January 2084										February 2084										March 2084										April 2084										May 2084										June 2084										July 2084										August 2084										September 2084										October 2084										November 2084										December 2084										January 2085										February 2085										March 2085										April 2085										May 2085										June 2085										July 2085										August 2085										September 2085										October 2085										November 2085										December 2085										January 2086										February 2086										March 2086										April 2086										May 2086										June 2086										July 2086										August 2086										September 2086										October 2086										November 2086										December 2086										January 2087										February 2087										March 2087										April 2087										May 2087										June 2087										July 2087										August 2087										September 2087										October 2087										November 2087										December 2087										January 2088										February 2088										March 2088										April 2088										May 2088										June 2088										July 2088										August 2088										September 2088										October 2088										November 2088										December 2088										January 2089										February 2089										March 2089										April 2089										May 2089										June 2089										July 2089										August 2089										September 2089										October 2089										November 2089										December 2089										January 2090										February 2090										March 2090										April 2090										May 2090										June 2090										July 2090										August 2090										September 2090										October 2090										November 2090										December 2090										January 2091										February 2091										March 2091										April 2091										May 2091										June 2091										July 2091										August 2091										September 2091										October 2091										November 2091										December 2091										January 2092										February 2092									
-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	------------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-----------	--	--	--	--	--	--	--	--	--	-------------	--	--	--	--	--	--	--	--	--	----------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--	--------------	--	--	--	--	--	--	--	--	--	---------------	--	--	--	--	--	--	--	--	--

[illegible]

820

[illegible]

822
June 2021 Pineda et al. • *Neurobiology of Disease*

Page 1 of 1		Page 2 of 2		Page 3 of 3		Page 4 of 4		Page 5 of 5		Page 6 of 6		Page 7 of 7		Page 8 of 8		Page 9 of 9		Page 10 of 10		Page 11 of 11		Page 12 of 12		Page 13 of 13		Page 14 of 14		Page 15 of 15		Page 16 of 16		Page 17 of 17		Page 18 of 18		Page 19 of 19		Page 20 of 20		Page 21 of 21		Page 22 of 22		Page 23 of 23		Page 24 of 24		Page 25 of 25		Page 26 of 26		Page 27 of 27		Page 28 of 28		Page 29 of 29		Page 30 of 30		Page 31 of 31		Page 32 of 32		Page 33 of 33		Page 34 of 34		Page 35 of 35		Page 36 of 36		Page 37 of 37		Page 38 of 38		Page 39 of 39		Page 40 of 40		Page 41 of 41		Page 42 of 42		Page 43 of 43		Page 44 of 44		Page 45 of 45		Page 46 of 46		Page 47 of 47		Page 48 of 48		Page 49 of 49		Page 50 of 50		Page 51 of 51		Page 52 of 52		Page 53 of 53		Page 54 of 54		Page 55 of 55		Page 56 of 56		Page 57 of 57		Page 58 of 58		Page 59 of 59		Page 60 of 60		Page 61 of 61		Page 62 of 62		Page 63 of 63		Page 64 of 64		Page 65 of 65		Page 66 of 66		Page 67 of 67		Page 68 of 68		Page 69 of 69		Page 70 of 70		Page 71 of 71		Page 72 of 72		Page 73 of 73		Page 74 of 74		Page 75 of 75		Page 76 of 76		Page 77 of 77		Page 78 of 78		Page 79 of 79		Page 80 of 80		Page 81 of 81		Page 82 of 82		Page 83 of 83		Page 84 of 84		Page 85 of 85		Page 86 of 86		Page 87 of 87		Page 88 of 88		Page 89 of 89		Page 90 of 90		Page 91 of 91		Page 92 of 92		Page 93 of 93		Page 94 of 94		Page 95 of 95		Page 96 of 96		Page 97 of 97		Page 98 of 98		Page 99 of 99		Page 100 of 100		Page 101 of 101		Page 102 of 102		Page 103 of 103		Page 104 of 104		Page 105 of 105		Page 106 of 106		Page 107 of 107		Page 108 of 108		Page 109 of 109		Page 110 of 110		Page 111 of 111		Page 112 of 112		Page 113 of 113		Page 114 of 114		Page 115 of 115		Page 116 of 116		Page 117 of 117		Page 118 of 118		Page 119 of 119		Page 120 of 120		Page 121 of 121		Page 122 of 122		Page 123 of 123		Page 124 of 124		Page 125 of 125		Page 126 of 126		Page 127 of 127		Page 128 of 128		Page 129 of 129		Page 130 of 130		Page 131 of 131		Page 132 of 132		Page 133 of 133		Page 134 of 134		Page 135 of 135		Page 136 of 136		Page 137 of 137		Page 138 of 138		Page 139 of 139		Page 140 of 140		Page 141 of 141		Page 142 of 142		Page 143 of 143		Page 144 of 144		Page 145 of 145		Page 146 of 146		Page 147 of 147		Page 148 of 148		Page 149 of 149		Page 150 of 150		Page 151 of 151		Page 152 of 152		Page 153 of 153		Page 154 of 154		Page 155 of 155		Page 156 of 156		Page 157 of 157		Page 158 of 158		Page 159 of 159		Page 160 of 160		Page 161 of 161		Page 162 of 162		Page 163 of 163		Page 164 of 164		Page 165 of 165		Page 166 of 166		Page 167 of 167		Page 168 of 168		Page 169 of 169		Page 170 of 170		Page 171 of 171		Page 172 of 172		Page 173 of 173		Page 174 of 174		Page 175 of 175		Page 176 of 176		Page 177 of 177		Page 178 of 178		Page 179 of 179		Page 180 of 180		Page 181 of 181		Page 182 of 182		Page 183 of 183		Page 184 of 184		Page 185 of 185		Page 186 of 186		Page 187 of 187		Page 188 of 188		Page 189 of 189		Page 190 of 190		Page 191 of 191		Page 192 of 192		Page 193 of 193		Page 194 of 194		Page 195 of 195		Page 196 of 196		Page 197 of 197		Page 198 of 198		Page 199 of 199		Page 200 of 200		Page 201 of 201		Page 202 of 202		Page 203 of 203		Page 204 of 204		Page 205 of 205		Page 206 of 206		Page 207 of 207		Page 208 of 208		Page 209 of 209		Page 210 of 210		Page 211 of 211		Page 212 of 212		Page 213 of 213		Page 214 of 214		Page 215 of 215		Page 216 of 216		Page 217 of 217		Page 218 of 218		Page 219 of 219		Page 220 of 220		Page 221 of 221		Page 222 of 222		Page 223 of 223		Page 224 of 224		Page 225 of 225		Page 226 of 226		Page 227 of 227		Page 228 of 228		Page 229 of 229		Page 230 of 230		Page 231 of 231		Page 232 of 232		Page 233 of 233		Page 234 of 234		Page 235 of 235		Page 236 of 236		Page 237 of 237		Page 238 of 238		Page 239 of 239		Page 240 of 240		Page 241 of 241		Page 242 of 242		Page 243 of 243		Page 244 of 244		Page 245 of 245		Page 246 of 246		Page 247 of 247		Page 248 of 248		Page 249 of 249		Page 250 of 250		Page 251 of 251		Page 252 of 252		Page 253 of 253		Page 254 of 254		Page 255 of 255		Page 256 of 256		Page 257 of 257		Page 258 of 258		Page 259 of 259		Page 260 of 260		Page 261 of 261		Page 262 of 262		Page 263 of 263		Page 264 of 264		Page 265 of 265		Page 266 of 266		Page 267 of 267		Page 268 of 268		Page 269 of 269		Page 270 of 270		Page 271 of 271		Page 272 of 272		Page 273 of 273		Page 274 of 274		Page 275 of 275		Page 276 of 276		Page 277 of 277		Page 278 of 278		Page 279 of 279		Page 280 of 280		Page 281 of 281		Page 282 of 282		Page 283 of 283		Page 284 of 284		Page 285 of 285		Page 286 of 286		Page 287 of 287		Page 288 of 288		Page 289 of 289		Page 290 of 290		Page 291 of 291		Page 292 of 292		Page 293 of 293		Page 294 of 294		Page 295 of 295		Page 296 of 296		Page 297 of 297		Page 298 of 298		Page 299 of 299		Page 300 of 300		Page 301 of 301		Page 302 of 302		Page 303 of 303		Page 304 of 304		Page 305 of 305		Page 306 of 306		Page 307 of 307		Page 308 of 308		Page 309 of 309		Page 310 of 310		Page 311 of 311		Page 312 of 312		Page 313 of 313		Page 314 of 314		Page 315 of 315		Page 316 of 316		Page 317 of 317		Page 318 of 318		Page 319 of 319		Page 320 of 320		Page 321 of 321		Page 322 of 322		Page 323 of 323		Page 324 of 324		Page 325 of 325		Page 326 of 326		Page 327 of 327		Page 328 of 328		Page 329 of 329		Page 330 of 330		Page 331 of 331		Page 332 of 332		Page 333 of 333		Page 334 of 334		Page 335 of 335		Page 336 of 336		Page 337 of 337		Page 338 of 338		Page 339 of 339		Page 340 of 340		Page 341 of 341		Page 342 of 342		Page 343 of 343		Page 344 of 344		Page 345 of 345		Page 346 of 346		Page 347 of 347		Page 348 of 348		Page 349 of 349		Page 350 of 350		Page 351 of 351		Page 352 of 352		Page 353 of 353		Page 354 of 354		Page 355 of 355		Page 356 of 356		Page 357 of 357		Page 358 of 358		Page 359 of 359		Page 360 of 360		Page 361 of 361		Page 362 of 362		Page 363 of 363		Page 364 of 364		Page 365 of 365		Page 366 of 366		Page 367 of 367		Page 368 of 368		Page 369 of 369		Page 370 of 370		Page 371 of 371		Page 372 of 372		Page 373 of 373		Page 374 of 374		Page 375 of 375		Page 376 of 376		Page 377 of 377		Page 378 of 378		Page 379 of 379		Page 380 of 380		Page 381 of 381		Page 382 of 382		Page 383 of 383		Page 384 of 384		Page 385 of 385		Page 386 of 386		Page 387 of 387		Page 388 of 388		Page 389 of 389		Page 390 of 390		Page 391 of 391		Page 392 of 392		Page 393 of 393		Page 394 of 394		Page 395 of 395		Page 396 of 396		Page 397 of 397		Page 398 of 398		Page 399 of 399		Page 400 of 400		Page 401 of 401		Page 402 of 402		Page 403 of 403		Page 404 of 404		Page 405 of 405		Page 406 of 406		Page 407 of 407		Page 408 of 408		Page 409 of 409		Page 410 of 410		Page 411 of 411		Page 412 of 412		Page 413 of 413		Page 414 of 414		Page 415 of 415		Page 416 of 416		Page 417 of 417		Page 418 of 418		Page 419 of 419		Page 420 of 420		Page 421 of 421		Page 422 of 422		Page 423 of 423		Page 424 of 424		Page 425 of 425		Page 426 of 426		Page 427 of 427		Page 428 of 428		Page 429 of 429		Page 430 of 430		Page 431 of 431		Page 432 of 432		Page 433 of 433		Page 434 of 434		Page 435 of 435		Page 436 of 436		Page 437 of 437		Page 438 of 438		Page 439 of 439		Page 440 of 440		Page 441 of 441		Page 442 of 442		Page 443 of 443		Page 444 of 444		Page 445 of 445		Page 446 of 446		Page 447 of 447		Page 448 of 448		Page 449 of 449		Page 450 of 450		Page 451 of 451		Page 452 of 452		Page 453 of 453		Page 454 of 454		Page 455 of 455		Page 456 of 456		Page 457 of 457		Page 458 of 458		Page 459 of 459		Page 460 of 460		Page 461 of 461		Page 462 of 462		Page 463 of 463		Page 464 of 464		Page 465 of 465		Page 466 of 466		Page 467 of 467		Page 468 of 468		Page 469 of 469		Page 470 of 470		Page 471 of 471		Page 472 of 472		Page 473 of 473		Page 474 of 474		Page 475 of 475		Page 476 of 476		Page 477 of 477		Page 478 of 478		Page 479 of 479		Page 480 of 480		Page 481 of 481		Page 482 of 482		Page 483 of 483		Page 484 of 484		Page 485 of 485		Page 486 of 486		Page 487 of 487		Page 488 of 488		Page 489 of 489		Page 490 of 490		Page 491 of 491		Page 492 of 492		Page 493 of 493		Page 494 of 494		Page 495 of 495		Page 496 of 496		Page 497 of 497		Page 498 of 498		Page 499 of 499		Page 500 of 500		Page 501 of 501		Page 502 of 502		Page 503 of 503		Page 504 of 504		Page 505 of 505		Page 506 of 506		Page 507 of 507		Page 508 of 508		Page 509 of 509		Page 510 of 510		Page 511 of 511		Page 512 of 512		Page 513 of 513		Page 514 of 514		Page 515 of 515		Page 516 of 516		Page 517 of 517		Page 518 of 518		Page 519 of 519		Page 520 of 520		Page 521 of 521		Page 522 of 522		Page 523 of 523		Page 524 of 524		Page 525 of 525		Page 526 of 526		Page 527 of 527		Page 528 of 528		Page 529 of 529		Page 530 of 530		Page 531 of 531		Page 532 of 532		Page 533 of 533		Page 534 of 534		Page 535 of 535		Page 536 of 536		Page 537 of 537		Page 538 of 538		Page 539 of 539		Page 540 of 540		Page 541 of 541		Page 542 of 542		Page 543 of 543		Page 544 of 544		Page 545 of 545		Page 546 of 546		Page 547 of 547		Page 548 of 548		Page 549 of 549		Page 550 of 550		Page 551 of 551		Page 552 of 552		Page 553 of 553		Page 554 of 554		Page 555 of 555		Page 556 of 556		Page 557 of 557		Page 558 of 558		Page 559 of 559		Page 560 of 560		Page 561 of 561		Page 562 of 562		Page 563 of 563		Page 564 of 564		Page 565 of 565		Page 566 of 566		Page 567 of 567		Page 568 of 568		Page 569 of 569		Page 570 of 570		Page 571 of 571		Page 572 of 572		Page 573 of 573		Page 574 of 574		Page 575 of 575		Page 576 of 576		Page 577 of 577		Page 578 of 578		Page 579 of 579		Page 580 of 580		Page 581 of 581		Page 582 of 582		Page 583 of 583		Page 584 of 584		Page 585 of 585		Page 586 of 586		Page 587 of 587		Page 588 of 588		Page 589 of 589		Page 590 of 590		Page 591 of 591		Page 592 of 592		Page 593 of 593		Page 594 of 594		Page 595 of 595		Page 596 of 596		Page 597 of 597		Page 598 of 598		Page 599 of 599		Page 600 of 600		Page 601 of 601		Page 602 of 602		Page 603 of 603		Page 604 of 604		Page 605 of 605		Page 606 of 606		Page 607 of 607		Page 608 of 608		Page 609 of 609		Page 610 of 610		Page 611 of 611		Page 612 of 612		Page 613 of 613		Page 614 of 614		Page 615 of 615		Page 616 of 616		Page 617 of 617		Page 618 of 618		Page 619 of 619		Page 620 of 620		Page 621 of 621		Page 622 of 622		Page 623 of 623		Page 624 of 624		Page 625 of 625		Page 626 of 626		Page 627 of 627		Page 628 of 628		Page 629 of 629		Page 630 of 630		Page 631 of 631		Page 632 of 632		Page 633 of 633		Page 634 of 634		Page 635 of 635		Page 636 of 636		Page 637 of 637		Page 638 of 638		Page 639 of 639		Page 640 of 640		Page 641 of 641		Page 642 of 642		Page 643 of 643		Page 644 of 644		Page 645 of 645		Page 646 of 646		Page 647 of 647		Page 648 of 648		Page 649 of 649		Page 650 of 650		Page 651 of 651		Page 652 of 652		Page 653 of 653		Page 654 of 654		Page 655 of 655		Page 656 of 656		Page 657 of 657		Page 658 of 658		Page 659 of 659		Page 660 of 660		Page 661 of 661		Page 662 of 662		Page 663 of 663		Page 664 of 664		Page 665 of 665		Page 666 of 666		Page 667 of 667		Page 668 of 668		Page 669 of 669		Page 670 of 670		Page 671 of 671		Page 672 of 672		Page 673 of 673		Page 674 of 674		Page 675 of 675		Page 676 of 676		Page 677 of 677		Page 678 of 678		Page 679 of 679		Page 680 of 680		Page 681 of 681		Page 682 of 682		Page 683 of 683		Page 684 of 684		Page 685 of 685		Page 686 of 686		Page 687 of 687		Page 688 of 688		Page 689 of 689		Page 690 of 690		Page 691 of 691		Page 692 of 692		Page 693 of 693		Page 694 of 694		Page 695 of 695		Page 696 of 696		Page 697 of 697		Page 698 of 698		Page 699 of 699		Page 700 of 70	
-------------	--	-------------	--	-------------	--	-------------	--	-------------	--	-------------	--	-------------	--	-------------	--	-------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	-----------------	--	----------------	--

Page 1										Page 2										Page 3										Page 4										Page 5										Page 6										Page 7										Page 8										Page 9										Page 10										Page 11										Page 12										Page 13										Page 14										Page 15										Page 16										Page 17										Page 18										Page 19										Page 20										Page 21										Page 22										Page 23										Page 24										Page 25										Page 26										Page 27										Page 28										Page 29										Page 30										Page 31										Page 32										Page 33										Page 34										Page 35										Page 36										Page 37										Page 38										Page 39										Page 40										Page 41										Page 42										Page 43										Page 44										Page 45										Page 46										Page 47										Page 48										Page 49										Page 50										Page 51										Page 52										Page 53										Page 54										Page 55										Page 56										Page 57										Page 58										Page 59										Page 60										Page 61										Page 62										Page 63										Page 64										Page 65										Page 66										Page 67										Page 68										Page 69										Page 70										Page 71										Page 72										Page 73										Page 74										Page 75										Page 76										Page 77										Page 78										Page 79										Page 80										Page 81										Page 82										Page 83										Page 84										Page 85										Page 86										Page 87										Page 88										Page 89										Page 90										Page 91										Page 92										Page 93										Page 94										Page 95										Page 96										Page 97										Page 98										Page 99										Page 100										Page 101										Page 102										Page 103										Page 104										Page 105										Page 106										Page 107										Page 108										Page 109										Page 110										Page 111										Page 112										Page 113										Page 114										Page 115										Page 116										Page 117										Page 118										Page 119										Page 120										Page 121										Page 122										Page 123										Page 124										Page 125										Page 126										Page 127										Page 128										Page 129										Page 130										Page 131										Page 132										Page 133										Page 134										Page 135										Page 136										Page 137										Page 138										Page 139										Page 140										Page 141										Page 142										Page 143										Page 144										Page 145										Page 146										Page 147										Page 148										Page 149										Page 150										Page 151										Page 152										Page 153										Page 154										Page 155										Page 156										Page 157										Page 158										Page 159										Page 160										Page 161										Page 162										Page 163										Page 164										Page 165										Page 166										Page 167										Page 168										Page 169										Page 170										Page 171										Page 172										Page 173										Page 174										Page 175										Page 176										Page 177										Page 178										Page 179										Page 180										Page 181										Page 182										Page 183										Page 184										Page 185										Page 186										Page 187										Page 188										Page 189										Page 190										Page 191										Page 192										Page 193										Page 194										Page 195										Page 196										Page 197										Page 198										Page 199										Page 200										Page 201										Page 202										Page 203										Page 204										Page 205										Page 206										Page 207										Page 208										Page 209										Page 210										Page 211										Page 212										Page 213										Page 214										Page 215										Page 216										Page 217										Page 218										Page 219										Page 220										Page 221										Page 222										Page 223										Page 224										Page 225										Page 226										Page 227										Page 228										Page 229										Page 230										Page 231										Page 232										Page 233										Page 234										Page 235										Page 236										Page 237										Page 238										Page 239										Page 240										Page 241										Page 242										Page 243										Page 244										Page 245										Page 246										Page 247										Page 248										Page 249										Page 250										Page 251										Page 252										Page 253										Page 254										Page 255										Page 256										Page 257										Page 258										Page 259										Page 260										Page 261										Page 262										Page 263										Page 264										Page 265										Page 266										Page 267										Page 268										Page 269										Page 270										Page 271										Page 272										Page 273										Page 274										Page 275										Page 276										Page 277										Page 278										Page 279										Page 280										Page 281										Page 282										Page 283										Page 284										Page 285										Page 286										Page 287										Page 288										Page 289										Page 290										Page 291										Page 292										Page 293										Page 294										Page 295										Page 296										Page 297										Page 298										Page 299										Page 300										Page 301										Page 302										Page 303										Page 304										Page 305										Page 306										Page 307										Page 308										Page 309										Page 310										Page 311										Page 312										Page 313										Page 314										Page 315										Page 316										Page 317										Page 318										Page 319										Page 320										Page 321										Page 322										Page 323										Page 324										Page 325										Page 326										Page 327										Page 328										Page 329										Page 330										Page 331										Page 332										Page 333										Page 334										Page 335										Page 336										Page 337										Page 338										Page 339										Page 340										Page 341										Page 342										Page 343										Page 344										Page 345										Page 346										Page 347										Page 348										Page 349										Page 350										Page 351										Page 352										Page 353										Page 354										Page 355										Page 356										Page 357										Page 358										Page 359										Page 360										Page 361										Page 362										Page 363										Page 364										Page 365										Page 366										Page 367										Page 368										Page 369										Page 370										Page 371										Page 372										Page 373										Page 374										Page 375										Page 376										Page 377										Page 378										Page 379										Page 380										Page 381										Page 382										Page 383										Page 384										Page 385										Page 386										Page 387										Page 388										Page 389										Page 390										Page 391										Page 392										Page 393										Page 394										Page 395										Page 396										Page 397										Page 398										Page 399										Page 400										Page 401										Page 402										Page 403										Page 404										Page 405										Page 406										Page 407										Page 408										Page 409										Page 410										Page 411										Page 412										Page 413										Page 414										Page 415										Page 416										Page 417										Page 418										Page 419										Page 420										Page 421										Page 422										Page 423										Page 424										Page 425										Page 426										Page 427										Page 428										Page 429										Page 430										Page 431										Page 432										Page 433										Page 434										Page 435										Page 436										Page 437										Page 438										Page 439										Page 440										Page 441										Page 442										Page 443										Page 444										Page 445										Page 446										Page 447										Page 448										Page 449										Page 450										Page 451										Page 452										Page 453										Page 454										Page 455										Page 456										Page 457										Page 458										Page 459										Page 460										Page 461										Page 462										Page 463										Page 464										Page 465										Page 466										Page 467										Page 468										Page 469										Page 470										Page 471										Page 472										Page 473										Page 474										Page 475										Page 476										Page 477										Page 478										Page 479										Page 480										Page 481										Page 482										Page 483										Page 484										Page 485										Page 486										Page 487										Page 488										Page 489										Page 490										Page 491										Page 492										Page 493										Page 494										Page 495										Page 496										Page 497										Page 498										Page 499										Page 500										Page 501										Page 502										Page 503										Page 504										Page 505										Page 506										Page 507										Page 508										Page 509										Page 510										Page 511										Page 512										Page 513										Page 514										Page 515										Page 516										Page 517										Page 518										Page 519										Page 520										Page 521										Page 522										Page 523										Page 524										Page 525										Page 526										Page 527										Page 528										Page 529										Page 530										Page 531										Page 532										Page 533										Page 534										Page 535										Page 536										Page 537										Page 538										Page 539										Page 540										Page 541										Page 542										Page 543										Page 544										Page 545										Page 546										Page 547										Page 548										Page 549										Page 550										Page 551										Page 552										Page 553										Page 554										Page 555										Page 556										Page 557										Page 558										Page 559										Page 560										Page 561										Page 562										Page 563										Page 564										Page 565										Page 566										Page 567										Page 568										Page 569										Page 570										Page 571										Page 572										Page 573										Page 574										Page 575										Page 576										Page 577										Page 578										Page 579										Page 580										Page 581										Page 582										Page 583										Page 584										Page 585										Page 586										Page 587										Page 588										Page 589										Page 590										Page 591										Page 592										Page 593										Page 594										Page 595										Page 596										Page 597										Page 598										Page 599										Page 600										Page 601										Page 602										Page 603										Page 604										Page 605										Page 606										Page 607										Page 608										Page 609										Page 610										Page 611										Page 612										Page 613										Page 614										Page 615										Page 616										Page 617										Page 618										Page 619										Page 620										Page 621										Page 622										Page 623										Page 624										Page 625										Page 626										Page 627										Page 628										Page 629										Page 630										Page 631										Page 632										Page 633										Page 634										Page 635										Page 636										Page 637										Page 638										Page 639										Page 640										Page 641										Page 642										Page 643										Page 644										Page 645										Page 646										Page 647										Page 648										Page 649										Page 650										Page 651										Page 652										Page 653										Page 654										Page 655										Page 656										Page 657										Page 658										Page 659										Page 660										Page 661										Page 662										Page 663										Page 664										Page 665										Page 666										Page 667										Page 668										Page 669										Page 670										Page 671										Page 672										Page 673										Page 674										Page 675										Page 676										Page 677										Page 678										Page 679										Page 680										Page 681										Page 682										Page 683										Page 684										Page 685										Page 686										Page 687										Page 688										Page 689										Page 690										Page 691										Page 692										Page 693										Page 694										Page 695										Page 696										Page 697										Page 698										Page 699										Page 700										Page 701										Page 702										Page 703										Page 704										Page 705										Page 706										Page 707										Page 708										Page 709										Page 710										Page 711										Page 712										Page 713										Page 714										Page 715										Page 716										Page 717										Page 718										Page 719										Page 720										Page 721										Page 722										Page 723										Page 724										Page 725										Page 726										Page 727										Page 728										Page 729										Page 730										Page 731										Page 732										Page 733										Page 734										Page 735										Page 736										Page 737										Page 738										Page 739										Page 740										Page 741										Page 742										Page 743										Page 744										Page 745										Page 746										Page 747										Page 748										Page 749										Page 750										Page 751										Page 752										Page 753										Page 754										Page 755										Page 756										Page 757										Page 758										Page 759										Page 760										Page 761										Page 762										Page 763										Page 764										Page 765										Page 766										Page 767										Page 768										Page 769										Page 770										Page 771										Page 772										Page 773										Page 774										Page 775										Page 776										Page 777										Page 778										Page 779										Page 780										Page 781										Page 782										Page 783										Page 784										Page 785										Page 786										Page 787										Page 788										Page 789										Page 790										Page 791										Page 792										Page 793										Page 794										Page 795										Page 796										Page 797										Page 798										Page 799										Page 800										Page 801										Page 802										Page 803										Page 804										Page 805										Page 806										Page 807										Page 808										Page 809										Page 810										Page 811										Page 812										Page 813										Page 814										Page 815										Page 816										Page 817										Page 818										Page 819										Page 820										Page 821										Page 822										Page 823										Page 824										Page 825										Page 826										Page 827										Page 828										Page 829										Page 830										Page 831										Page 832										Page 833										Page 834										Page 835										Page 836										Page 837										Page 838										Page 839										Page 840										Page 841										Page 842										Page 843										Page 844										Page 845										Page 846										Page 847										Page 848										Page 849										Page 850										Page 851										Page 852										Page 853										Page 854										Page 855										Page 856										Page 857										Page 858										Page 859										Page 860										Page 861										Page 862										Page 863										Page 864										Page 865										Page 866										Page 867										Page 868										Page 869										Page 870										Page 871										Page 872										Page 873										Page 874										Page 875										Page 876										Page 877										Page 878										Page 879										Page 880										Page 881										Page 882										Page 883										Page 884										Page 885										Page 886										Page 887										Page 888										Page 889										Page 890										Page 891										Page 892									
--------	--	--	--	--	--	--	--	--	--	--------	--	--	--	--	--	--	--	--	--	--------	--	--	--	--	--	--	--	--	--	--------	--	--	--	--	--	--	--	--	--	--------	--	--	--	--	--	--	--	--	--	--------	--	--	--	--	--	--	--	--	--	--------	--	--	--	--	--	--	--	--	--	--------	--	--	--	--	--	--	--	--	--	--------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	---------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--	----------	--	--	--	--	--	--	--	--	--

825

2021										2022										2023										2024										2025										2026										2027										2028										2029										2030										2031										2032										2033										2034										2035										2036										2037										2038										2039										2040										2041										2042										2043										2044										2045										2046										2047										2048										2049										2050										2051										2052										2053										2054										2055										2056										2057										2058										2059										2060										2061										2062										2063										2064										2065										2066										2067										2068										2069										2070										2071										2072										2073										2074										2075										2076										2077										2078										2079										2080										2081										2082										2083										2084										2085										2086										2087										2088										2089										2090										2091										2092										2093										2094										2095										2096										2097										2098										2099										2100										2101										2102										2103										2104										2105										2106										2107										2108										2109										2110										2111										2112										2113										2114										2115										2116										2117										2118										2119										2120										2121										2122										2123										2124										2125										2126										2127										2128										2129										2130										2131										2132										2133										2134										2135										2136										2137										2138										2139										2140										2141										2142										2143										2144										2145										2146										2147										2148										2149										2150										2151										2152										2153										2154										2155										2156										2157										2158										2159										2160										2161										2162										2163										2164										2165										2166										2167										2168										2169										2170										2171										2172										2173										2174										2175										2176										2177										2178										2179										2180										2181										2182										2183										2184										2185										2186										2187										2188										2189										2190										2191										2192										2193										2194										2195										2196										2197										2198										2199										2200										2201										2202										2203										2204										2205										2206										2207										2208										2209										2210										2211										2212										2213										2214										2215										2216										2217										2218										2219										2220										2221										2222										2223										2224										2225										2226										2227										2228										2229										2230										2231										2232										2233										2234										2235										2236										2237										2238										2239										2240										2241										2242										2243										2244										2245										2246										2247										2248										2249										2250										2251										2252										2253										2254										2255										2256										2257										2258										2259										2260										2261										2262										2263										2264										2265										2266										2267										2268										2269										2270										2271										2272										2273										2274										2275										2276										2277										2278										2279										2280										2281										2282										2283										2284										2285										2286										2287										2288										2289										2290										2291										2292										2293										2294										2295										2296										2297										2298										2299										2300										2301										2302										2303										2304										2305										2306										2307										2308										2309										2310										2311										2312										2313										2314										2315										2316										2317										2318										2319										2320										2321										2322										2323										2324										2325										2326										2327										2328										2329										2330										2331										2332										2333										2334										2335										2336										2337										2338										2339										2340										2341										2342										2343										2344										2345										2346										2347										2348										2349										2350										2351										2352										2353										2354										2355										2356										2357										2358										2359										2360										2361										2362										2363										2364										2365										2366										2367										2368										2369										2370										2371										2372										2373										2374										2375										2376										2377										2378										2379										2380										2381										2382										2383										2384										2385										2386										2387										2388										2389										2390										2391										2392										2393										2394										2395										2396										2397										2398										2399										2400										2401										2402										2403										2404										2405										2406										2407										2408										2409										2410										2411										2412										2413										2414										2415										2416										2417										2418										2419										2420										2421										2422										2423										2424										2425										2426										2427										2428										2429										2430										2431										2432										2433										2434										2435										2436										2437										2438										2439										2440										2441										2442										2443										2444										2445										2446										2447										2448										2449										2450										2451										2452										2453										2454										2455										2456										2457										2458										2459										2460										2461										2462										2463										2464										2465										2466										2467										2468										2469										2470										2471										2472										2473										2474										2475										2476										2477										2478										2479										2480										2481										2482										2483										2484										2485										2486										2487										2488										2489										2490										2491										2492										2493										2494										2495										2496										2497										2498										2499										2500										2501										2502										2503										2504										2505										2506										2507										2508										2509										2510										2511										2512										2513										2514										2515										2516										2517										2518										2519										2520										2521										2522										2523										2524										2525										2526										2527										2528										2529										2530										2531										2532										2533										2534										2535										2536										2537										2538										2539										2540										2541										2542										2543										2544										2545										2546										2547										2548										2549										2550										2551										2552										2553										2554										2555										2556										2557										2558										2559										2560										2561										2562										2563										2564										2565										2566										2567										2568										2569										2570										2571										2572										2573										2574										2575										2576										2577										2578										2579										2580										2581										2582										2583										2584										2585										2586										2587										2588										2589										2590										2591										2592										2593										2594										2595										2596										2597										2598										2599										2600										2601										2602										2603										2604										2605										2606										2607										2608										2609										2610										2611										2612										2613										2614										2615										2616										2617										2618										2619										2620										2621										2622										2623										2624										2625										2626										2627										2628										2629										2630										2631										2632										2633										2634										2635										2636										2637										2638										2639										2640										2641										2642										2643										2644										2645										2646										2647										2648										2649										2650										2651										2652										2653										2654										2655										2656										2657										2658										2659										2660										2661										2662										2663										2664										2665										2666										2667										2668										2669										2670										2671										2672										2673										2674										2675										2676										2677										2678										2679										2680										2681										2682										2683										2684										2685										2686										2687										2688										2689										2690										2691										2692										2693										2694										2695										2696										2697										2698										2699										2700										2701										2702										2703										2704										2705										2706										2707										2708										2709										2710										2711										2712										2713										2714										2715										2716										2717										2718										2719										2720										2721										2722										2723										2724										2725										2726										2727										2728										2729										2730										2731										2732										2733										2734										2735										2736										2737										2738										2739										2740										2741										2742										2743										2744										2745										2746										2747										2748										2749										2750										2751										2752										2753										2754										2755										2756										2757										2758										2759										2760										2761										2762										2763										2764										2765										2766										2767										2768										2769										2770										2771										2772										2773										2774										2775										2776										2777										2778										2779										2780										2781										2782										2783										2784										2785										2786										2787										2788										2789										2790										2791										2792										2793										2794										2795										2796										2797										2798										2799										2800										2801										2802										2803										2804										2805										2806										2807										2808										2809										2810										2811										2812										2813										2814										2815										2816										2817										2818										2819										2820										2821										2822										2823										2824										2825										2826										2827										2828										2829										2830										2831										2832										2833										2834										2835										2836										2837										2838										2839										2840										2841										2842										2843										2844										2845										2846										2847										2848										2849										2850										2851										2852										2853										2854										2855										2856										2857										2858										2859										2860										2861										2862										2863										2864										2865										2866										2867										2868										2869										2870										2871										2872										2873										2874										2875										2876										2877										2878										2879										2880										2881										2882										2883										2884										2885										2886										2887										2888										2889										2890										2891										2892										2893										2894										2895										2896										2897										2898										2899										2900										2901										2902										2903										2904										2905										2906										2907										2908										2909										2910										2911										2912										2913										2914										2915										2916										2917										2918										2919										2920										2921										2922										2923										2924										2925										2926										2927										2928										2929										2930										2931										2932										2933										2934										2935										2936										2937										2938										2939										2940										2941										2942										2943										2944										2945										2946										2947										2948										2949										2950										2951										2952										2953										2954										2955										2956										2957										2958										2959										2960										2961										2962										2963										2964										2965										2966										2967										2968										2969										2970										2971										2972									
------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--

[illegible]

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

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

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

Existing contract

DATE 07/12/2023

DATE 06/13/2023

DATE 05/12/2023

DATE 04/13/2023

DATE 03/13/2023

DATE 02/13/2023

DATE 01/11/2023

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

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 Amount \$	JC Comments (Mar 2023)	Feb 2023 Amount \$	JC Comments (Feb 2023)	Jan 2023 Amount \$	JC Comments (Jan 2023)	Dec 2022 Amount \$	JC Comments (Dec 2022)	Mark Killoffe comments (31st Jan 2023)
A.01	Active Transport Inc.	1	Trailer Detention & freight	24,750.00	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, Mirzahi	Trailer Detention & freight	25,575.00	Trailer Detention & freight	24,750.00	Trailer Detention & freight	25,575.00	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 served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	23,100.00	Service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	6,575.00	Delay in progress on site has caused costs to be incurred for this vendor for trailer detention, excessive for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi Inc.	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
A.02	AlumaScaff Inc.	1	Scaffolding system	114,555.00	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, Mirzahi	Scaffolding system	177,540.00	Scaffolding system	84,186.00	Scaffolding system	125,095.00	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, Mirzahi.	90,535.00	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 senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	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, Mirzahi 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, Mirzahi Inc.	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
A.03	Amherst Concrete Pumping Ltd.	1	Concrete pouring and labour	123,384.96	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Concrete pouring and labour	127,998.65	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 completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	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 by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	72,652.79	Incremental unit rates and costs to the contractor, Mirzahi Inc. Concrete rates are at \$30/m3 in current invoice v 24/m3 in Aug 2021.	Please provide a question. Have you researched the increased costs in the Construction Industry in the last 12 months. You should be giving us recognition for keeping costs as low as they are. If you have specific concerns, please forward them. Self serving emails like this don't give our team much to work with.
A.04	Astley Gilbert Inc.	2	High speed blotting bond and binding	200.00	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	High speed blotting bond and binding	200.00	High speed blotting bond and binding	556.40									
A.12	Brickeye	1	Noise Monitoring Kit	1,170.00	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Noise Monitoring Kit	1,170.00	Noise Monitoring Kit	1,170.00	Noise Monitoring Kit	2,340.00		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	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, Mirzahi 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
A.13	Canadian Springs	1	Bottled water	927.27	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Bottled water	486.53	Bottled water	476.27	Bottled water	638.43		OK	668.36	OK			
A.14	Central Fairbank Lumber	1	Lumber	8,828.89	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Lumber	9,580.81	Lumber	9,365.29	Lumber	4,667.00	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 material items have been noted. This shows lack of propriety and control by the contractor, Mirzahi Inc. are not especially productive.	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, Mirzahi Inc." are not especially productive. If you have specific concerns, please forward them. Self serving emails like this don't give our team much to work with.
A.15	City Disposal Group 2015 Inc.	1	Waste Disposal	20,460.00	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Waste Disposal	17,693.00	Waste Disposal	18,969.50	Waste Disposal	16,312.50	14,579.00	OK	8,107.00	OK	24,458.00	OK	
A.18	Clonard Group Inc.	1	Site disinfection	1,730.00	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Site disinfection	1,730.00	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 failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	3,460.00	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.	3,460.00	2021 rate was \$2,160 v 2022 rate at \$4,460.00. Why is there an escalation in rates allowed to go unchecked? Lack of control and properly displayed by the contractor, Mirzahi Inc.	Have you researched the increased costs in the Construction Industry in the last 12 months including labour. You should be giving us recognition for keeping costs as low as they are. Your vague allegations of "lack of control and things going unchecked" are not especially productive. If you have specific concerns, please forward them. Self serving emails like this don't give our team much to work with.
A.22	Dei-Core	1	Props and beams, safety fence, rack	10,376.45	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	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	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, Mirzahi Inc. for costs overruns	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
A.24	E S Fox	1	Rail Climbing system	439,530.87	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	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	77.58	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Gas supply costs	6,484.37	Gas supply costs	25,007.63	Gas supply costs	208,586.21					87,881.00	Generator costs that is avoidable costs had the project been completed on time. This should be charged back to the contractor, Mirzahi for delay caused by them.	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
A.30	Herc Rentals Inc.	1	Rental accessories i.e., Fence, Work lights etc	5,006.00	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	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	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, Mirzahi	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, Mirzahi	5,006.00	Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
A.32	Imperial Parking Corp.	1	Parking for employees and contractors	2,872.33	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Parking for employees and contractors		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	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	2,433.50	Charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi 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.
	Jordahi Canada Inc.		Supply of Chair	4,810.00	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi													
A.35	Live Patrol Inc.	1	Surveillance - CCTV	6,550.00	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Surveillance - CCTV		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	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	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.37	Morrow Equipment Company, LLC	1	Liebherr Crane rental and repair charges	148,287.20	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Liebherr Crane rental and repair charges		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, Mirzahi Inc. for costs overruns. Mirzahi's response is unsubstantiated as to why these cannot be charged back to Contractor	396,939.98	NOT APPROVED: Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns. Mirzahi's response is unsubstantiated as to why these cannot be charged back to Contractor	142,333.43	Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
A.39	Multitech Trades Corp	1	Power equipment rental	1,500.00	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Power equipment rental	1,500.00	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	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	1,500.00	Morrow is included in the Altus' report as Hard Cost Construction and should be covered under Hard costs budget and not under recoverable costs as invoked by Mirzahi. Further, rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns. Construction management fee will not apply as it is a Hard Cost item.	Not clear if there is a question here. Please rephrase. There are no grounds to charge back these costs to the GC. These costs are a Project cost.
A.40	My Construction Supply Corp.	1	Tower Chair Plastic, 50 pc bag Slab bolster (10000ft)	16,719.20	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Tower Chair Plastic, 50 pc bag Slab bolster (10000ft)	16,521.20	Tower Chair Plastic, 50 pc bag Slab bolster (10000ft)	21,074.60	Tower Chair Plastic, 50 pc bag Slab bolster (10000ft)	-	-	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, Mirzahi	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, Mirzahi			
A.41	Toronto Police Service (Pay Duty)	1	Traffic management for oversize delivery	23,184.00	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Traffic management for oversize delivery	34,155.00	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 be paid by owner as the delay is caused entirely by Construction Contractor, Mirzahi and should be recovered from them.	1,624.95	Charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. These are avoided if the project was completed on time and should be charged back to the Contractor, Mirzahi Inc.	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
A.42	Pro Sling & Safety Inc.	1	Supply of safety material	600.00	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi		1,811.55		-	Miner Belt	-	-	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, Mirzahi	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, Mirzahi	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, Mirzahi Inc.	There are no grounds to charge back these costs to the GC. These costs are a Project cost.

				JUNE 2023				MAY 2023				APRIL 2023				MARCH 2023				FEBRUARY 2023				JANUARY 2023				DECEMBER 2022				
No	Vendor name	Order	Supply of:	Jun 2023 Amount \$	JC Comments (Jun 2023)	Supply of:	May 2023 Amount \$	Supply of:	Apr 2023 Amount \$	JC Comments (Apr 2023)	Supply of:	Mar 2023 Amount \$	JC Comments (Mar 2023)	Supply of:	Feb 2023 Amount \$	JC Comments (Feb 2023)	Supply of:	Jan 2023 Amount \$	JC Comments (Jan 2023)	Supply of:	Dec 2022 Amount \$	JC Comments (Dec 2022)	Supply of:	Nov 2022 Amount \$	JC Comments (Nov 2022)	Supply of:	Oct 2022 Amount \$	JC Comments (Oct 2022)	Supply of:	Sept 2022 Amount \$	Mark Killoyle comments (31st Jan 2023)	
A.43	Proline Hardware Ltd.	1	Hardware Items	13,700.10	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Hardware Items	21,951.30		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, Mirzahi		21,853.39			16,422.90	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, Mirzahi				16,422.90	Costs are excessive and no accountability of material usage to the site. Invoices are not legible and the material consumption is not commensurate to the minimal work done. For e.g. 2 1/2" Deck screws 2,500 pcs has been charged at \$209, while they can be bought at Home Depot at \$56-\$71/100 pcs	This assertion regarding Home Depot may not be an apply to apple comparison. As someone would be required to pick up the orders at Home Depot, taking them off the site and increasing the hour charge to the Project. To have Home Depot deliver these items would significantly increase the cost. Additionally, we have controlled orders through Proline this is an industry practice for reduced overall costs.				
A.48	Safety First Consulting	1	Safety training	6,723.46	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Safety training	31,308.75		32,826.75		Safety training	30,742.50			36,174.20	Includes Health and Safety services on nearly daily basis \$38. More cost effective solutions are not being explored by the contractor, Mirzahi.		26,253.75			45,574.44	Includes Health and Safety services on nearly daily basis \$28. More cost effective solutions are not being explored by the contractor, Mirzahi.				45,574.44	Health & Safety Services program training costing \$404 is being charged to the project and is excessive compared to industry standards. Lack of cost control, as the training should be using internal resources and run through an established in-house training program.	We cannot respond to a generic question. You make statements like these costs are excessive, but what basis do you have that these are excess to industry standards. What other projects do you have and provide details so we can compare and respond. Safety First is a top rate organization and industry leader providing services to a significant number of developers across the City. Safety is the cornerstone of this industry and of paramount importance. There is significant liability associated with in-house safety training and that would be contrary to good industry practice.				
A.51	SCAF-TECH INC.	1	Scaffolding overhead protection	9,296.00	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Scaffolding overhead protection	29,162.00		3,576.00		Scaffolding overhead protection	22,537.00			4,285.00	Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns. Mirzahi's response is unsubstantiated as to why these cannot be charged back to Contractor		27,737.00			11,523.00	Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns. Mirzahi's response is unsubstantiated as to why these cannot be charged back to Contractor				11,523.00	Overhead hoarding would have been available 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, Mirzahi Inc. for costs overruns.	There are no grounds to charge back these costs to the GC. These costs are a Project cost.				
	Sheffield Moving & Storage Total		Material for Hotel Mock-up	-	NOT APPROVED: Related to Andaz hotel. Coco has been awaiting a budget from Mirzahi for this scope of work since 2019. To date, no update from Mirzahi. To date, Mirzahi has not submitted a budget for the Hyatt Andaz Hotel. Coco have not received copies of the Contract, Change Orders, Extras or the legal claim status in a manner that is legible or easy to follow. This requires Mirzahi to provide documents in an assembled order to Coco. Coco and the Project reserve rights to recover costs charged to the Project. The commercial engagements and contracts are negotiated without Coco's involvement but the payment is made to avoid detriment to the Project's progress.		1,475.00		1,575.00																							
A.52	Skyway Canada Limited	1	Charges for Scaffolding installed	4,679.51	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Charges for Scaffolding installed	2,510.00		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, Mirzahi		1,290.00			12,966.00	Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022				12,966.00	Relates to scaffolding inspection for items rental which would not have been incurred for extended period of time had the project completed as per scheduled time. This should be responsibility of contractor, Mirzahi Inc.	There are no grounds to charge back these costs to the GC. These costs are a Project cost.				
A.53	Staples	1	Office supplies	287.68	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Office supplies	1,431.19		359.88		Office supplies	714.21			823.40	All Mirzahi costs as it is overhead/admin costs which is covered under their CM Fee Mark does not differentiate between admin costs and project costs clearly.		584.62			709.84	All Mirzahi costs as it is overhead/admin costs which is covered under their CM Fee.				709.84	All Mirzahi costs as it is overhead/admin costs which is covered under their CM Fee.	All Project related costs are charged through to the Project. Your comment is not valid.				
A.54	Stephenson's Rental Services	1	Heater rental	17,769.81	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Heater rental	14,810.30		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, Mirzahi		9,636.45			16,054.29	Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022				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, Mirzahi 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	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Fence rental			31.85		Fence rental	31.85							234.10													
	Taline			100.00	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi		100.00																									
A.60	The Fence People Ltd.	1	Fencing	1,356.00	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Fencing			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, Mirzahi					2,712.00	Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns.				2,712.00	Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns.	There are no grounds to charge back these costs to the GC. These costs are a Project cost.				
A.62	Toronto Hydro	1	Rental for pump	43.72	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Rental for pump	37.36		38.60		Rental for pump	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, Mirzahi		36.32			35.14	Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi				35.14	Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns.	There are no grounds to charge back these costs to the GC. These costs are a Project cost.				
A.63	Toshiba	1	Office copier rental charges	193.10	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Office copier rental charges	298.64		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, Mirzahi		527.83							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, Mirzahi						
A.66	Uline Canada Corp.	1	Safety hats Storage box and Office supplies	255.71	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi	Safety hats Storage box and Office supplies	292.83		2,720.70		Safety hats Storage box and Office supplies	928.03							228.63			58.31	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, Mirzahi				58.31	ok				
B.07	Todd Hallam	1	Travel to Vietnam - Airfare, Visa & lunch expenses	16,657.31	NOT APPROVED: It is not demonstrated how travel costs claimed are related to the Project. Coco cannot approve these costs as it does not believe them to be Project related.	Travel to Hong Kong, Singapore & Guangzhou	4,357.35		12,803.01		Travel to Hong Kong, Singapore & Guangzhou					NOT APPROVED: It is not demonstrated how travel costs claimed are related to the Project. Coco cannot approve these costs as it does not believe them to be Project related.																
B.08	Triovest	2	Office rent & misc. charges	38,659.30	NOT APPROVED: In continuation from previous months, Office Rent - Mar 2023 - 2 Bloor Inc. - Site H 38,659.30 should be contractor cost. This was disapproved, and the Lender supported, rental agreement is not provided to Coco. Further, this is a cost that is available had the project been completed on time by using existing space in the project. Mirzahi fails to substantiate why these costs are not recoverable from Contractor, Mirzahi's failure to perform.	Office rent & misc. charges	38,659.30		37,501.03		Office rent & misc. charges	38,693.80			77,318.60	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 available had the project been completed on time by using existing space in the project. Mirzahi fails to substantiate why these costs are not recoverable from Contractor, Mirzahi's failure to perform.		17.25			38,849.07	Same as earlier month. Mirzahi fails to substantiate why these costs are not recoverable from Contractor, Mirzahi's failure to perform.				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 available 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.				
C.01	CM Fee	2		53,189.92			54,881.57		33,874.57			56,182.70			41,075.57	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.		38,128.16			29,609.38	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.				29,609.38	CM Fee is being charged on the Triovest rental property. Further, CM Fee is to be at 2.5% as per arbitration award and not 5% as charged to us.	This is consistent with how the Project is and has been run through time and as per the agreements and CCDC Agreements and agreed to by Coco at the time to go back to 5% and to have all the 2.5% that was owed and discounted as per the Arbitration Agreement credited back to Mirzahi by Coco. Coco agreed to these terms and re-set of the fees and credit for the past fees deducted by Nina P & P & Coco as part of the Guarantees Release by Carfax.				
SUB-TOTAL				1,116,988.22		SUB-TOTAL	1,152,513.06	SUB-TOTAL	711,365.93		SUB-TOTAL	1,179,836.73			1,040,880.44			776,240.00			621,796.90					621,796.90						
HST				145,208.47		HST		149,826.77	92,477.60		HST		153,378.77			112,136.31			100,911.20			80,833.60				80,833.60						
GRAND TOTAL (as per invoice)				1,262,196.70		GRAND TOTAL (as per invoice)		1,302,339.83	803,843.53		GRAND TOTAL (as per invoice)		1,333,215.50			1,153,016.75			877,151.20			702,630.50					702,630.50					

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

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

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

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

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

**KEB HANA BANK as trustee of IGIS GLOBAL
PRIVATE PLACEMENT REAL ESTATE FUND NO.
301 and as trustee of IGIS GLOBAL PRIVATE
PLACEMENT REAL ESTATE FUND NO. 434**

**MIZRAHI COMMERCIAL
(THE ONE) LP, et al.**

Court File No. CV-23-00707839-00CL

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**MOTION RECORD OF THE RECEIVER
VOLUME 2 OF 4**
(Re: Motion for Payment)

GOODMANS LLP
Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Brendan O’Neill LSO# 43331J
boneill@goodmans.ca

Christopher Armstrong LSO# 55148B
carmstrong@goodmans.ca

Mark Dunn LSO# 55510L
mdunn@goodmans.ca

Jennifer Linde LSO# 86996A
jlinde@goodmans.ca

Tel: 416.979.2211
Lawyers for the Receiver