

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
ONE BLOOR WEST TORONTO GROUP (THE ONE) INC. AND
ONE BLOOR WEST TORONTO COMMERCIAL (THE ONE) GP INC.**

**SUPPLEMENTAL REPORT TO THE SECOND REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.**

NOVEMBER 14, 2025

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1.0 INTRODUCTION

- 1.1 On November 3, 2025, the Monitor filed its Second Report (the “**Second Report**”) describing, among other things, the relief being sought by the Monitor, on behalf of the Companies, pursuant to the proposed CSA Plan Approval Order, and providing the Monitor’s views and recommendations in connection therewith.
- 1.2 This report is now filed as a supplement to the Second Report (the “**Supplemental Second Report**”), the purpose of which is to provide a further update to the Court on the nature and status of communications that the Monitor and the CRO have had with Unit Purchasers since October 24, 2025 (the date the disclaimer notices in respect of the Disclaimed CSAs were issued) and up to and including the date of this Supplemental Second Report.
- 1.3 This Supplemental Second Report should be read in conjunction with the Second Report and is subject to the restrictions and limitations described therein. Capitalized terms used and not defined in this Supplemental Second Report have the meanings given to them in the Second Report or the proposed CSA Plan Approval Order, as applicable.

2.0 COMMUNICATIONS WITH UNIT PURCHASERS

Communications with Unit Purchasers who executed Disclaimed CSAs

- 2.1 As described in the Second Report, on October 24, 2025, the Companies issued disclaimer notices in respect of substantially all of the Existing CSAs (314 of 329). The statutory deadline for objecting to the disclaimer notices was November 10, 2025. A copy of the form of disclaimer notice and related cover letter delivered by the Companies to all Unit Purchasers under a Disclaimed CSA is attached hereto as **Appendix “A”**.

- 2.2 On November 3, 2025, promptly following service of the Second Report and supporting motion materials on the service list in the CCAA Proceedings, the Monitor delivered a service letter to each of the Unit Purchasers under a Disclaimed CSA (the “**Disclaimed CSA Service Letter**”) providing further notice of the Companies’ hearing scheduled for November 17, 2025 (the “**November 17 Hearing**”) and a link to the Monitor’s Case Website to access the Companies’ motion materials. A copy of the Disclaimed CSA Service Letter is attached hereto as **Appendix “B”**.
- 2.3 Since the issuance of the disclaimer notices in respect of the Disclaimed CSAs, the Monitor and/or the CRO have been contacted by approximately 90 Unit Purchasers under Disclaimed CSAs or their representatives (either through email and/or by telephone) and have actively responded to each of the inquiries received. Of this group:
- (i) approximately 55 Unit Purchasers under Disclaimed CSAs or their representatives were seeking additional information regarding the proposed Deposit Return Protocol, including the process and timing for the refund of deposits paid in connection with their respective Disclaimed CSAs, and/or advised that they are content to accept the disclaimer of their Disclaimed CSA and receive a refund of their deposits (plus applicable interest);
 - (ii) approximately five Unit Purchasers under Disclaimed CSAs or their representatives indicated that they intended to object to the disclaimer of their Disclaimed CSA, or advised that that may attend the November 17 Hearing with the intention of potentially objecting in person; and

- (iii) the balance of inquiries received by the Monitor and/or CRO from Unit Purchasers related to administrative matters, including requests to update contact information or to otherwise be kept informed regarding the outcome of the November 17 Hearing.

2.4 The Monitor, the Monitor's legal counsel, Goodmans LLP ("**Goodmans**"), and/or the CRO actively responded to each of the above Unit Purchasers and the Monitor maintained a log of the email correspondence and telephone conversations held with each Unit Purchaser (or its representative). Depending on the nature of the inquiry, the Monitor either: (i) sent an email responding to a request for information; or (ii) held a telephone call with a Unit Purchaser (or their representative) to facilitate a more fulsome discussion to address questions and/or concerns regarding the CSA Plan and the related economic analysis.

2.5 As further described below, Unit Purchasers in respect of two Units (Unit #2505 and Unit #3004) requested information that was included in the Confidential Appendices, or had specific inquiries that were best addressed by providing information the Monitor determined to be confidential. In each case, the Monitor provided a form of non-disclosure agreement ("**NDA**") to be executed by the applicable Unit Purchasers, such that confidential information could be shared. As of the date of this Supplemental Second Report, the Companies have executed an NDA with one Unit Purchaser (in respect of Unit #2505) to facilitate the delivery of confidential information in connection with the proposed CSA Plan.

2.6 The following table provides a general summary of the steps taken by the Monitor, Goodmans and the CRO in responding to certain Unit Purchasers who either had specific

inquiries regarding the CSA Plan, or advised that they may object to the CSA Plan. The Monitor has also received one formal objection to the disclaimer of a Disclaimed CSA, which is described in further detail in the following subsection.

Monitor / CRO / Goodmans Response	
1. Request for Confidential Information (Purchaser of one Unit: #2505)	• On November 9, Goodmans received a letter from legal counsel to a Unit Purchaser outlining certain concerns with respect to the disclaimer of their Disclaimed CSA. Among other things, the letter advised that the Unit Purchaser would be willing to execute an NDA to review the Confidential Appendices to better understand the analysis used to develop the CSA Plan, and requested an extension of the November 10 statutory objection deadline. • On November 10, a call between Goodmans and legal counsel to the Unit Purchaser was held, following which an NDA was executed. Following execution of the NDA, the Monitor provided the Unit Purchaser (through counsel) with certain information applicable to the Unit purchased by the Unit Purchaser under the Disclaimed CSA and certain additional requested information, including the analysis used in the decision to disclaim their Disclaimed CSA (i.e., the estimated proceeds from reselling the Unit vs. closing on the Existing CSA). The Monitor also agreed to extend the November 10 objection deadline to November 11 for this Unit Purchaser to allow the Unit Purchaser and its counsel time to review and consider the information provided. • On November 11, counsel to the Unit Purchaser advised that the Unit Purchaser was content with the information provided by the Monitor and would not be taking further action.
2. Concern with Deposit Return Protocol and Objection Deadline (Purchaser of three Units: #4007, #4207 and #4407)	• On November 7, Goodmans received a request from legal counsel to a Unit Purchaser for a call with respect to the disclaimer of their three Disclaimed CSAs. • On November 7, a call between Goodmans and legal counsel to such Unit Purchaser was held during which legal counsel expressed concerns regarding the timing of the November 10 statutory disclaimer objection deadline and the November 17 Hearing. The primary concern articulated on the call was that the Unit Purchaser had to object to the disclaimer of their Disclaimed CSAs before knowing whether the proposed Deposit Return Protocol would be approved by the Court, and without a guarantee that the deposits paid by the Unit Purchaser pursuant to their Disclaimed CSAs would be refunded by the Project's deposit insurer. • On November 10, another call between Goodmans and legal counsel to the Unit Purchaser occurred. Counsel to the Unit Purchaser has subsequently taken the position that this call was without prejudice. Without accepting that this is accurate, the Monitor has determined that it is not necessary to summarize these discussions. • Following the call on November 10, legal counsel to the Unit Purchaser emailed Goodmans advising that he may make submissions at the November 17 Hearing asking that the disclaimers should only be effective if they are approved at the November 17 Hearing and that the 15-day statutory objection period should run from the date of the November 17 Hearing. • On November 11, Goodmans advised legal counsel to the Unit Purchaser that absent a specific objection (and such objection being upheld by the Court), the disclaimers of their client's Disclaimed CSAs will be effective on November 23, 2025, and they should serve materials immediately if they intend to object.

Monitor / CRO / Goodmans Response	
	• As of the date of this Supplemental Second Report, Goodmans has not heard further from counsel to the Unit Purchaser and has not received any materials objecting to the disclaimers of the Unit Purchaser's Disclaimed CSAs. Correspondence between Goodmans and counsel for this purchaser is attached as Appendix "C".
3. Other Unit Purchasers	• As noted above, the Monitor and/or the CRO held various conversations with numerous Unit Purchasers. During these conversations, certain Unit Purchasers inquired about the process to attend the November 17 Hearing and/or object to the CSA Plan. • Certain Unit Purchasers also inquired with the Monitor and/or the CRO regarding the possibility to claim or recover on any potential damages claims. • In response to the above inquiries, the Monitor and/or CRO: (i) explained to Unit Purchasers that they must object to the disclaimer prior to the November 10 statutory objection deadline; (ii) provided the relevant details so that Unit Purchasers could attend the November 17 Hearing in person; (iii) explained that any potential damages claim would be considered an unsecured claim and accordingly rank behind all secured claims, with likely no recovery; and (iv) that the Unit Purchasers should consult with their own legal counsel regarding their rights as it relates to the disclaimer of their Disclaimed CSA.

Objection to Disclaimer of Existing CSAs

2.7 As of the date of this Supplemental Second Report, the Monitor has received only one written objection (the "**Objection**") to the disclaimer of an Existing CSA, served by the Unit Purchasers of Unit #3004. A copy of the disclaimer notice and communication letter (with redactions of certain personal information) sent to these Unit Purchasers on October 24, 2025, is attached hereto as **Appendix "D"**.

2.8 On November 10, 2025, Goodmans was served with a responding motion record on behalf of such Unit Purchasers in respect of the Objection, wherein the Unit Purchasers, among other things: (i) oppose the CSA Plan and seek an order for specific performance of the applicable Disclaimed CSA; (ii) seek damages over and above the interest payable on their deposits, representing the estimated loss in market value of Unit #3004; and (iii) oppose the sealing of the Confidential Appendices, specifically as they relate to Unit #3004.

- 2.9 The Monitor notes that in the affidavit sworn in support of the Objection, the relevant Unit Purchaser indicates that they attempted to contact the Monitor and the CRO by telephone without success, "...and no one at the Monitor and CRO returned my calls nor responded to my voicemails." The Monitor and the CRO have carefully reviewed their records and have confirmed that they do not have any record of having received a voicemail from this Unit Purchaser. As noted above, the Monitor and the CRO have received and actively responded to numerous voicemails from Unit Purchasers.
- 2.10 In an effort to potentially resolve or otherwise address certain of the matters raised in the Objection, on November 11, 2025, Goodmans proposed a call with counsel to the Unit Purchasers and provided a form of NDA to be executed by the Unit Purchasers so that confidential information regarding the economic analysis underlying the disclaimer of Unit #3004 could be shared. Goodmans also provided counsel to the Unit Purchasers a copy of the Monitor's Factum filed on November 11, 2025.
- 2.11 On November 12, 2025, notwithstanding that the affidavit filed in support of the Objection indicates that the Unit Purchasers would accept information on "confidentiality terms as the Court deems just and appropriate", counsel to the Unit Purchasers advised that their clients will not execute an NDA.
- 2.12 On November 13, 2025, Goodmans advised counsel to the applicable Unit Purchasers that, among other things:
- (i) the economic analysis undertaken in respect of Unit #3004 shows that significantly more proceeds will be realized by disclaiming their clients' Existing CSA and

reselling the applicable Unit, than would be realized by closing on the Disclaimed CSA with their clients;

- (ii) their clients may have a claim for damages as a result of the disclaimer of their Existing CSA but, as detailed in the Monitor's Factum, that claim is an unsecured claim that is junior to the interests of the Senior Secured Lenders (as well as other secured creditors), and there is no expected recovery for unsecured creditors in these CCAA Proceedings; and
- (iii) in the Disclaimed CSA at issue (which is consistent with each of the other Disclaimed CSAs), their clients expressly agreed and acknowledged that: (a) the Disclaimed CSA was subordinate and postponed to any mortgages and advantages thereunder (including the mortgage of the Senior Secured Lenders and advances thereunder); and (b) they had not acquired any equitable or legal interest in the Unit. A copy of the relevant Disclaimed CSA (with redactions for certain personal and commercially sensitive information) is attached hereto as **Appendix "E"**.

2.13 Correspondence between counsel for these Unit Purchasers and Goodmans is attached hereto as **Appendix "F"**.

2.14 At 3:20 pm on Friday, November 14, 2025, counsel to these Unit Purchasers confirmed that they would be proceeding with the Objection and then served their responding motion record on the service list in the CCAA Proceedings.

Communications with Unit Purchasers under Potentially Retained CSAs

- 2.15 In conjunction with the delivery of the Disclaimed Service Letter to Unit Purchasers under Disclaimed CSAs, the Monitor also delivered a personalized service letter to each of the Unit Purchasers under the 15 Potentially Retained CSAs providing notice of the November 17 Hearing and a link to the Monitor's Case Website to access the Companies' motion materials, as well as information regarding the potential retention of their respective Potentially Retained CSAs (the "**Potentially Retained Service Letter**"). A copy of the form of Potentially Retained Service Letter is attached hereto as **Appendix "G"**.
- 2.16 Following delivery of the Potentially Retained Service Letter, the Monitor (and, in some cases, Tridel) were contacted by seven Unit Purchasers under Potentially Retained CSAs or their representatives, through email and by telephone, seeking additional information regarding the proposed CSA Plan and the Deposit Return Protocol, including information as to why their Potentially Retained CSA was not being disclaimed at this time.
- 2.17 In response to these inquiries, the Monitor and/or Tridel held telephone calls with the Unit Purchasers to explain that their Potentially Retained CSA was identified as economically viable for the Project, subject to the satisfaction of the conditions that are required to be met in order for the Companies to retain their Potentially Retained CSA (as described in the proposed CSA Plan and the Second Report).
- 2.18 On November 12, 2025, the Monitor and the CRO received an email from a Unit Purchaser under a Potentially Retained CSA requesting that their Potentially Retained CSA be disclaimed. On November 13, 2025, the Monitor responded to this email to advise the relevant Unit Purchaser that the Companies are not prepared to agree to disclaim the

relevant Potentially Retained CSA at this time, but that the Companies will consider the request more fully in due course. The Monitor also offered to schedule a telephone call with the relevant Unit Purchaser. A copy of the email exchange between this Unit Purchaser and the Monitor is attached hereto as **Appendix “H”**.

2.19 As of the date of this Supplemental Second Report, the Monitor and/or Tridel have been in contact with (or have attempted to contact) each of the Unit Purchasers under a Potentially Retained CSA to address any questions or concerns they may have.

3.0 CONCLUSIONS AND RECOMMENDATIONS

3.1 For the reasons set out in the Second Report, and taking into the account the additional information set out in this Supplemental Second Report, the Monitor remains of the view that the relief requested pursuant to the proposed CSA Plan Approval Order is appropriate, and respectfully requests that the Court grant the relief sought.

All of which is respectfully submitted to this Court this 14th day of November, 2025.

Alvarez & Marsal Canada Inc., solely in its capacity as Monitor of One Bloor West Toronto Commercial (The One) LP, One Bloor West Toronto Group (The One) Inc., and One Bloor West Toronto Commercial (The One) GP Inc., and not in its personal or corporate capacity

Per:



Name: Stephen Ferguson
Title: Senior Vice-President

Per:



Name: Josh Nevsky
Title: Senior Vice-President

APPENDIX “A”
FORM OF DISCLAIMER NOTICE AND COVER LETTER

ONE BLOOR WEST TORONTO GROUP (THE ONE) INC.

October 24, 2025

DELIVERED BY COURIER AND BY EMAIL ([Purchaser Email])

[Purchaser Name]

[Purchaser Address]

Dear Purchaser:

Re: Notice of Disclaimer of Agreement of Purchase and Sale

Companies' Creditors Arrangement Act (Canada) ("CCAA") Proceedings of One Bloor West Toronto Group (The One) Inc. (f/k/a Mizrahi Development Group (The One) Inc.) (the "Vendor"), One Bloor West Toronto Commercial (The One) LP (f/k/a Mizrahi Commercial (The One) LP), and One Bloor West Toronto Commercial (The One) GP Inc. (f/k/a Mizrahi Commercial (The One) GP Inc.) (collectively, the "Companies")

We are writing to you in your capacity as a purchaser of a residential condominium unit in the development project located at 1 Bloor Street West in Toronto, Ontario, previously marketed as "The One" (the "**Project**"), with important details regarding the disclaimer of your Agreement of Purchase and Sale.

Background

As you are aware, on October 18, 2023, pursuant to the Order (Appointing Receiver) of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), Alvarez & Marsal Canada Inc. ("**A&M**") was appointed as receiver and manager (in such capacity, the "**Receiver**") for the Project.

Following a competitive process, the Receiver and the Companies' senior lenders entered into a binding term sheet with Tridel Builders Inc. and certain of its affiliates (collectively, "**Tridel**"), which engaged Tridel as the project manager, construction manager and sales manager to complete the Project.

On April 22, 2025, the Court, among other things: (i) approved the engagement of Tridel, who became the project manager, construction manager and sales manager of the Project effective May 1, 2025; (ii) transitioned the receivership proceedings to proceedings under the CCAA to facilitate the completion of the development of the Project; (iii) approved a debtor-in-possession credit agreement in the amount of \$615 million to facilitate the completion of construction of the Project; (iv) appointed A&M as Monitor of the Companies under the CCAA (in such capacity, the "**Monitor**"); and (v) appointed FAAN Advisors Group Inc. as Chief Restructuring Officer of the Companies (in such capacity, the "**CRO**").

Additional information regarding the receivership proceedings and the CCAA proceedings is available on the Monitor's website at: <https://www.alvarezandmarsal.com/theone> (the "**Monitor's Website**").

Disclaimer of Agreement of Purchase and Sale

Please find enclosed a Notice by Debtor Company to Disclaim or Resiliate an Agreement (the “**Disclaimer**”), which is hereby delivered to you on behalf of the Vendor pursuant to section 32 of the CCAA. The Monitor has approved the Disclaimer.

The effect of the Disclaimer is that your Agreement of Purchase and Sale for a residential condominium unit in the Project (as may have been modified from time to time, the “**Agreement**”) will be terminated, and you will be entitled to seek a refund of any deposits paid in connection with the Agreement pursuant to the proposed Deposit Return Protocol, discussed below.

Should you wish to object to the Disclaimer, you must apply to the Court for an order that the Agreement not be disclaimed by no later than November 10, 2025. The Companies and the Monitor will seek to have any objection to the Disclaimer addressed as part of a scheduled motion before the Court on November 17, 2025 (the “**November 17 Hearing**”). The Companies’ motion materials for the November 17 Hearing will be available on the Monitor’s Website in the coming days.

Deposit Return Protocol

At the November 17 Hearing, the Companies will be seeking Court approval of a protocol (the “**Deposit Return Protocol**”) to facilitate the return of deposits paid by purchasers in respect of disclaimed condominium sale agreements pursuant to the applicable bond and deposit insurance policy.

Should the Deposit Return Protocol be approved by the Court at the November 17 Hearing, you will be provided with further information about the process for obtaining the return of any deposits paid by you in connection with the Agreement. Should you have any questions regarding the proposed Deposit Return Protocol, please contact the Monitor or the CRO at the contacts listed below.

CSA Plan and Early Purchase Opportunity

As part of Tridel’s mandate, Tridel has developed a plan (the “**CSA Plan**”) that, if approved by the Court, is expected to facilitate the introduction of a five-star luxury hotel brand to the Project, the sale of hotel-branded condominium units and other exciting improvements.

Under the CSA Plan, you will be offered an exclusive early opportunity to purchase residential condominium units in the Project before the general public. Tridel will be contacting you in the near term with further details.

Should you have any questions regarding the above, or any other inquiries relating to Project, please contact any of the following:

Monitor	theone@alvarezandmarsal.com	1-855-499-1480
CRO	theone@faanadvisors.com	416-815-0298

Please note that nothing herein constitutes legal advice to you and neither the Monitor nor the CRO can provide you with legal advice in respect of the Disclaimer or the other matters addressed herein. You may wish to consult your own lawyer with respect to the Disclaimer and the other matters addressed herein.

Yours truly,

ONE BLOOR WEST TORONTO GROUP (THE ONE) INC.

A handwritten signature in blue ink, appearing to read "Naveed H. H. H.", is positioned above the text identifying the signatory.

By FAAN Advisors Group Inc., solely in its capacity as CRO of
the Companies and in no other capacity

Encl.

FORM 4

NOTICE BY DEBTOR COMPANY TO DISCLAIM OR RESILIAE AN AGREEMENT

TO: [●] (the “**Purchaser**”)

AND TO: Alvarez & Marsal Canada Inc., in its capacity as court-appointed monitor (in such capacity, the “**Monitor**”) of One Bloor West Toronto Group (The One) Inc. (f/k/a Mizrahi Development Group (The One) Inc.) (the “**Vendor**”), One Bloor West Toronto Commercial (The One) LP (f/k/a Mizrahi Commercial (The One) LP), and One Bloor West Toronto Commercial (The One) GP Inc. (f/k/a Mizrahi Commercial (The One) GP Inc.) (collectively, the “**Companies**”)

TAKE NOTICE THAT:

1. Proceedings under the *Companies’ Creditors Arrangement Act* (Canada) (the “**Act**”) in respect of the Companies were commenced on April 22, 2025.
2. In accordance with subsection 32(1) of the Act, the Vendor hereby gives you notice of its intention to disclaim or resiliate the Agreement of Purchase and Sale between the Purchaser and the Vendor dated [●] in respect of Residential Unit No. [●] at the development project located at 1 Bloor Street West, Toronto, Ontario (as may have been amended, restated, modified and/or supplemented from time to time, the “**Agreement**”), together with any and all agreements and/or contracts of any kind between the parties related to the Agreement.
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on November 23, 2025, being 30 days after the day on which this notice is given.

[Signature Page Follows]

DATED at Toronto, Ontario on October 24, 2025.

**ONE BLOOR WEST TORONTO GROUP
(THE ONE) INC.**

Per:



Signed by **FAAN ADVISORS GROUP
INC.**, solely in its capacity as Chief
Restructuring Officer of the Companies
and in no other capacity

The Monitor approves the proposed disclaimer or resiliation.

DATED at Toronto, Ontario on October 24, 2025.

ALVAREZ & MARSAL CANADA INC., solely
in its capacity as Monitor of the Companies and not
in its personal or corporate capacity

Per:



Name: Joshua Nevsky

Title: Senior Vice President

APPENDIX “B”
DISCLAIMED CSA SERVICE LETTER

ONE BLOOR WEST TORONTO GROUP (THE ONE) INC.

November 3, 2025

DELIVERED BY EMAIL

Dear Purchaser:

Re: Motion Materials for November 17 Hearing in Toronto, Ontario

Companies' Creditors Arrangement Act (Canada) Proceedings of One Bloor West Toronto Group (The One) Inc. (f/k/a Mizrahi Development Group (The One) Inc.), One Bloor West Toronto Commercial (The One) LP (f/k/a Mizrahi Commercial (The One) LP), and One Bloor West Toronto Commercial (The One) GP Inc. (f/k/a Mizrahi Commercial (The One) GP Inc.) (collectively, the "Companies")

We are writing to you in your capacity as a purchaser of a residential condominium unit in the development project located at 1 Bloor Street West in Toronto, Ontario, previously marketed as "The One" (the "**Project**").

Further to the notice of disclaimer issued to you by the Companies on October 24, 2025, we are writing to provide you notice of the Companies' motion in the above-referenced proceedings, scheduled for **Monday, November 17, 2025, at 10:00 AM (Toronto time)**. The motion will be heard **in person** before the Ontario Superior Court of Justice (Commercial List) at 330 University Avenue, Toronto, Ontario M5G 1R7.

The Companies' Motion Record is accessible on the website maintained by Alvarez & Marsal Canada Inc., in its capacity as Monitor of the Companies, [here](https://www.alvarezandmarsal.com/theone-motion-materials) or at the following link: <https://www.alvarezandmarsal.com/theone-motion-materials>.

As further detailed in the Companies' Motion Record, the Companies will be seeking the following at the November 17 hearing, amongst other relief:

- **CSA Plan:** Approval of a plan (the "**CSA Plan**") with respect to the treatment of the 329 existing condominium sale agreements in the Project (the "**Existing CSAs**"). The CSA Plan contemplates: (i) the disclaimer by the Companies of substantially all (314) Existing CSAs to enable the resale of condominium units at increased forecast market prices that are based on a proposed further reconfiguration of the Project and an anticipated partnership with a luxury hotel brand; (ii) the potential retention by the Companies of 15 Existing CSAs that were identified as being economically viable for the Project if certain conditions are met, as outlined in the CSA Plan; and (iii) the exclusive opportunity for former purchasers under disclaimed Existing CSAs to purchase a condominium unit in the Project before units are listed for sale to the general public.
- **Deposit Return Protocol:** Approval of a deposit return protocol to facilitate the refund by the Project's deposit insurer of deposits (plus applicable interest) paid by purchasers whose Existing CSAs have been or will be disclaimed pursuant to the proposed CSA Plan.

- **CSA Plan Reconfiguration:** Approval of a further reconfiguration of the Project that will reduce the total number of units in the Project to 411 (a reduction of 65 units as compared to the most recent reconfiguration) to align the Project with market conditions and a five-star luxury hotel standard.

Should you have any questions regarding the above, or any other inquiries relating to the Project, please contact any of the following:

Monitor	theone@alvarezandmarsal.com	1-855-499-1480
CRO	theone@faanadvisors.com	416-815-0298

Yours truly,

ONE BLOOR WEST TORONTO GROUP (THE ONE) INC.



By FAAN Advisors Group Inc., solely in its capacity as CRO of
the Companies and in no other capacity

APPENDIX “C”
CORRESPONDENCE BETWEEN GOODMAN'S AND BLANEY MCMURTRY LLP

From: [David T. Ullmann](#)
To: [Dunn, Mark](#)
Cc: [O'Neill, Brendan](#); [Armstrong, Christopher](#); [Linde, Jennifer](#)
Subject: RE: One Bloor
Date: Tuesday, November 11, 2025 9:23:52 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Good Morning Mark,

I will respond to the balance of your email in due course but I just wanted to quickly clarify that I was not suggesting that my email was some kind of agreed to outcome of our without prejudice call. It is not.

David

David T. Ullmann
Partner

dullmann@blaney.com
📞 416-596-4289 | 📠 416-594-2437

From: Dunn, Mark <mdunn@goodmans.ca>
Sent: Tuesday, November 11, 2025 9:13 AM
To: David T. Ullmann <DULLmann@blaney.com>
Cc: O'Neill, Brendan <boneill@goodmans.ca>; Armstrong, Christopher <carmsstrong@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>
Subject: RE: One Bloor

David,

We do not agree with the views or positions expressed in your email, which are different than what we discussed on our call. Absent specific objection (and such objection being upheld by the Court), the CSA disclaimers issued by the Companies, including to your client, will be effective on November 23, 2025, pursuant to section 32(5) of the CCAA.

To the extent your client seeks to object to the disclaimer of its CSAs or seek any other relief at the hearing on November 17, you should serve responding and/or cross motion materials immediately. We also do not agree that your email is sufficient to satisfy section 32(2) of the CCAA (which requires that your client apply to the Court for an order that its CSA not be disclaimed) and reserve all rights in this regard, and otherwise in respect of any motion or objection your client may pursue.

To be clear, the Monitor will oppose the “submissions” that your client “may” make. For the reasons set out in the Second Report, the timing of the disclaimer and motion is required to ensure that construction can continue uninterrupted. Your position would, if accepted, risk significant and unacceptable construction delays. The test for disclaimer is met, and inflicting significant harm on other stakeholders so that your client can consider its options is not acceptable.

Thanks,

Mark

From: David T. Ullmann <DUllmann@blaney.com>

Sent: Monday, November 10, 2025 8:48 PM

To: Dunn, Mark <mdunn@goodmans.ca>

Cc: O'Neill, Brendan <boneill@goodmans.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>

Subject: RE: One Bloor

Re: Appeal of Disclaimer and Opposition to Motion returnable
November 17 2025

Mr Dunn,

As you are aware, we are counsel to [REDACTED], a purchaser of 3 units at the One Bloor project in respect of which the CRO sent the attached disclaimer notices.

Further to our without prejudice call that ended at 4:25 pm today in which we did not come to a resolution, we have sought instructions. Please be advised as follows.

We have reviewed your motion record, returnable November 17, 2025, in which, inter alia, you are seeking approval of the CSA plan. It is clear from the Monitor's Report and Motion and the disclaimer notices themselves, that the justification under which the disclaimers have been issued is predicated upon the CSA Plan being approved and the accompanying Deposit Return Protocol being granted. However, the disclaimers have been issued in advance of that relief being given and it is obviously not certain the court will do so. What is proposed in your motion is complex and unusual and the court may approve, disapprove or change what you are seeking. Respectfully, in issuing the disclaimer notices the Monitor and the Debtor have put the cart before the horse. If the relief at your motion is not granted, there is no basis for issuing the disclaimers. Similarly, the recipients of the disclaimers cannot, in this circumstance, fairly assess the extent of their prejudice.

Accordingly, we may make the submission at the November 17, 2025 hearing that all of the disclaimers which have been issued in advance of

the disposition of that hearing should be considered of no effect until a decision is granted on the November 17, 2025 motion. If the Monitor succeeds on its motion, the disclaimers should be deemed issued on the date of such an order, *nunc pro tunc*, and the parties should have a corresponding 15 days to assess their position. If the motion fails, the disclaimers should be deemed withdrawn and of no effect.

Finally, please consider this correspondence as notice, in the alternative, of our client's intention to oppose the above referenced disclaimers, which is hereby sent to you within the time period for making an objection known under section 32 (2) of the CCAA.

David Ullmann

David T. Ullmann
Partner

dullmann@blaney.com

📞 416-596-4289 | 📠 416-594-2437

From: Linde, Jennifer <jlinde@goodmans.ca>

Sent: Monday, November 10, 2025 5:37 PM

To: David T. Ullmann <DUllmann@blaney.com>

Cc: O'Neill, Brendan <boneill@goodmans.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>; Dunn, Mark <mdunn@goodmans.ca>

Subject: RE: One Bloor

Hi David,

Thank you for the call this afternoon. Further to our discussion, the Monitor has confirmed that, based on the Companies' records, [REDACTED] has paid a total of \$1,224,600 in principal deposits for the three units under his name, which are broken down as follows:

1. Unit 4007: \$404,200
2. Unit 4207: \$408,200
3. Unit 4407: \$412,200

Thank you,
Jenn

Jennifer Linde

(she/her)

Goodmans LLP

416.849.6922
jlinde@goodmans.ca

From: David T. Ullmann <DUllmann@blaney.com>
Sent: Monday, November 10, 2025 12:58 PM
To: Dunn, Mark <mdunn@goodmans.ca>
Cc: Linde, Jennifer <jlinde@goodmans.ca>; O'Neill, Brendan <boneill@goodmans.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>
Subject: Re: One Bloor

4 works

Sent from my Bell Samsung device over Canada's largest network.

From: Dunn, Mark <mdunn@goodmans.ca>
Sent: Monday, November 10, 2025 12:44:43 PM
To: David T. Ullmann <DUllmann@blaney.com>
Cc: Linde, Jennifer <jlinde@goodmans.ca>; O'Neill, Brendan <boneill@goodmans.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>
Subject: Re: One Bloor

I can't do 3. Can do 4?
Sent from my iPhone

On Nov 10, 2025, at 12:42 PM, David T. Ullmann <DUllmann@blaney.com> wrote:

Thanks for the follow-up. I could do a call at 3:00

Sent from my Bell Samsung device over Canada's largest network.

From: Dunn, Mark <mdunn@goodmans.ca>
Sent: Monday, November 10, 2025 12:03:23 PM
To: David T. Ullmann <DUllmann@blaney.com>; Linde, Jennifer <jlinde@goodmans.ca>
Cc: O'Neill, Brendan <boneill@goodmans.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>
Subject: RE: One Bloor

David – do you have time for a brief call today with respect to this issue?

From: David T. Ullmann <DUllmann@blaney.com>
Sent: Sunday, November 9, 2025 10:38 PM

To: Linde, Jennifer <jlinde@goodmans.ca>
Cc: O'Neill,Brendan <boneill@goodmans.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>; Dunn, Mark <mdunn@goodmans.ca>
Subject: Re: One Bloor

Hi Jennifer,

Sorry for the late reply. My client is [REDACTED] and he is the purchaser of three units: 4007, 4207, 4407. He has received disclaimer notices in respect of all three.

David

Sent from my Bell Samsung device over Canada's largest network.

From: Linde, Jennifer <jlinde@goodmans.ca>
Sent: Sunday, November 9, 2025 7:18:15 p.m.
To: David T. Ullmann <DUllmann@blaney.com>
Cc: O'Neill,Brendan <boneill@goodmans.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>; Dunn, Mark <mdunn@goodmans.ca>
Subject: RE: One Bloor

Hi David – just following up on my question below. Thanks.

Jennifer Linde

(she/her)
Goodmans LLP

416.849.6922
jlinde@goodmans.ca

From: Linde, Jennifer
Sent: Saturday, November 8, 2025 11:32 AM
To: 'David T. Ullmann' <DUllmann@blaney.com>
Cc: O'Neill,Brendan <boneill@goodmans.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>; Dunn, Mark <mdunn@goodmans.ca>
Subject: RE: One Bloor

Hi David,

Further to our discussion yesterday, can you please confirm the name of your client?

Thank you,

Jennifer Linde

(she/her)

Goodmans LLP

416.849.6922

jlinde@goodmans.ca

From: David T. Ullmann <DUllmann@blaney.com>

Sent: Friday, November 7, 2025 4:22 PM

To: O'Neill, Brendan <boneill@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>

Subject: One Bloor

Brendan and Jennifer,

I just tried to give you a call. I've been contacted by a client of ours who has three units which are I believe disclaimed from one bloor. I'm trying to decide if I have to file a notice to contest a disclaimer by Monday. I am also confused about the fact that you appear to be going to court on November 17th to get authorization for the disclaimers you've already issued. In any event, I think my client's ask can be easily addressed in a 5-minute phone call. If either of you has 5 minutes before the end of the day I'd appreciate a call. 416-616-5320.

David

Sent from my Bell Samsung device over Canada's largest network.

***** Attention *****

This communication is intended solely for the named addressee(s) and may contain information that is privileged, confidential, protected or otherwise exempt from disclosure. No waiver of confidence, privilege, protection or otherwise is made. If you are not the intended recipient of this communication, or wish to unsubscribe, please advise us immediately at privacyofficer@goodmans.ca and delete this email without reading, copying or forwarding it to anyone. Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON, M5H 2S7, www.goodmans.ca. You may unsubscribe to certain communications by clicking here.

APPENDIX “D”
DISCLAIMER NOTICE FOR UNIT #3004

ONE BLOOR WEST TORONTO GROUP (THE ONE) INC.

October 24, 2025

DELIVERED BY COURIER AND BY EMAIL (terry88chang@hotmail.com; kcindylin@hotmail.com)

**Yu-Chiao Chang and Hsin-Yi Lin
2405 - 89 Dunfield Avenue
Toronto, ON M4S 0A4
Canada**

Dear Purchaser:

Re: Notice of Disclaimer of Agreement of Purchase and Sale

Companies' Creditors Arrangement Act (Canada) ("CCAA") Proceedings of One Bloor West Toronto Group (The One) Inc. (f/k/a Mizrahi Development Group (The One) Inc.) (the "Vendor"), One Bloor West Toronto Commercial (The One) LP (f/k/a Mizrahi Commercial (The One) LP), and One Bloor West Toronto Commercial (The One) GP Inc. (f/k/a Mizrahi Commercial (The One) GP Inc.) (collectively, the "Companies")

We are writing to you in your capacity as a purchaser of a residential condominium unit in the development project located at 1 Bloor Street West in Toronto, Ontario, previously marketed as "The One" (the "**Project**"), with important details regarding the disclaimer of your Agreement of Purchase and Sale.

Background

As you are aware, on October 18, 2023, pursuant to the Order (Appointing Receiver) of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), Alvarez & Marsal Canada Inc. ("**A&M**") was appointed as receiver and manager (in such capacity, the "**Receiver**") for the Project.

Following a competitive process, the Receiver and the Companies' senior lenders entered into a binding term sheet with Tridel Builders Inc. and certain of its affiliates (collectively, "**Tridel**"), which engaged Tridel as the project manager, construction manager and sales manager to complete the Project.

On April 22, 2025, the Court, among other things: (i) approved the engagement of Tridel, who became the project manager, construction manager and sales manager of the Project effective May 1, 2025; (ii) transitioned the receivership proceedings to proceedings under the CCAA to facilitate the completion of the development of the Project; (iii) approved a debtor-in-possession credit agreement in the amount of \$615 million to facilitate the completion of construction of the Project; (iv) appointed A&M as Monitor of the Companies under the CCAA (in such capacity, the "**Monitor**"); and (v) appointed FAAN Advisors Group Inc. as Chief Restructuring Officer of the Companies (in such capacity, the "**CRO**").

Additional information regarding the receivership proceedings and the CCAA proceedings is available on the Monitor's website at: <https://www.alvarezmarsal.com/theone> (the "**Monitor's Website**").

Disclaimer of Agreement of Purchase and Sale

Please find enclosed a Notice by Debtor Company to Disclaim or Resiliate an Agreement (the "**Disclaimer**"), which is hereby delivered to you on behalf of the Vendor pursuant to section 32 of the CCAA. The Monitor has approved the Disclaimer.

The effect of the Disclaimer is that your Agreement of Purchase and Sale for a residential condominium unit in the Project (as may have been modified from time to time, the "**Agreement**") will be terminated, and you will be entitled to seek a refund of any deposits paid in connection with the Agreement pursuant to the proposed Deposit Return Protocol, discussed below.

Should you wish to object to the Disclaimer, you must apply to the Court for an order that the Agreement not be disclaimed by no later than November 10, 2025. The Companies and the Monitor will seek to have any objection to the Disclaimer addressed as part of a scheduled motion before the Court on November 17, 2025 (the "**November 17 Hearing**"). The Companies' motion materials for the November 17 Hearing will be available on the Monitor's Website in the coming days.

Deposit Return Protocol

At the November 17 Hearing, the Companies will be seeking Court approval of a protocol (the "**Deposit Return Protocol**") to facilitate the return of deposits paid by purchasers in respect of disclaimed condominium sale agreements pursuant to the applicable bond and deposit insurance policy.

Should the Deposit Return Protocol be approved by the Court at the November 17 Hearing, you will be provided with further information about the process for obtaining the return of any deposits paid by you in connection with the Agreement. Should you have any questions regarding the proposed Deposit Return Protocol, please contact the Monitor or the CRO at the contacts listed below.

CSA Plan and Early Purchase Opportunity

As part of Tridel's mandate, Tridel has developed a plan (the "**CSA Plan**") that, if approved by the Court, is expected to facilitate the introduction of a five-star luxury hotel brand to the Project, the sale of hotel-branded condominium units and other exciting improvements.

Under the CSA Plan, you will be offered an exclusive early opportunity to purchase residential condominium units in the Project before the general public. Tridel will be contacting you in the near term with further details.

Should you have any questions regarding the above, or any other inquiries relating to Project, please contact any of the following:

Monitor	theone@alvarezandmarsal.com	1-855-499-1480
CRO	theone@faanadvisors.com	416-815-0298

Please note that nothing herein constitutes legal advice to you and neither the Monitor nor the CRO can provide you with legal advice in respect of the Disclaimer or the other matters addressed herein. You may wish to consult your own lawyer with respect to the Disclaimer and the other matters addressed herein.

Yours truly,

ONE BLOOR WEST TORONTO GROUP (THE ONE) INC.



By FAAN Advisors Group Inc., solely in its capacity as CRO of
the Companies and in no other capacity

Encl.

FORM 4

NOTICE BY DEBTOR COMPANY TO DISCLAIM OR RESILIAE AN AGREEMENT

TO: Yu-Chiao Chang and Hsin-Yi Lin (the “**Purchaser**”)

AND TO: Alvarez & Marsal Canada Inc., in its capacity as court-appointed monitor (in such capacity, the “**Monitor**”) of One Bloor West Toronto Group (The One) Inc. (f/k/a Mizrahi Development Group (The One) Inc.) (the “**Vendor**”), One Bloor West Toronto Commercial (The One) LP (f/k/a Mizrahi Commercial (The One) LP), and One Bloor West Toronto Commercial (The One) GP Inc. (f/k/a Mizrahi Commercial (The One) GP Inc.) (collectively, the “**Companies**”)

TAKE NOTICE THAT:

1. Proceedings under the *Companies’ Creditors Arrangement Act* (Canada) (the “**Act**”) in respect of the Companies were commenced on April 22, 2025.
2. In accordance with subsection 32(1) of the Act, the Vendor hereby gives you notice of its intention to disclaim or resiliate the Agreement of Purchase and Sale between the Purchaser and the Vendor dated October 25, 2017 in respect of Residential Unit No. 3004 at the development project located at 1 Bloor Street West, Toronto, Ontario (as may have been amended, restated, modified and/or supplemented from time to time, the “**Agreement**”), together with any and all agreements and/or contracts of any kind between the parties related to the Agreement.
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on November 23, 2025, being 30 days after the day on which this notice is given.

[Signature Page Follows]

DATED at Toronto, Ontario on October 24, 2025.

**ONE BLOOR WEST TORONTO GROUP
(THE ONE) INC.**

Per:



Signed by **FAAN ADVISORS GROUP
INC.**, solely in its capacity as Chief
Restructuring Officer of the Companies
and in no other capacity

The Monitor approves the proposed disclaimer or resiliation.

DATED at Toronto, Ontario on October 24, 2025.

ALVAREZ & MARSAL CANADA INC., solely
in its capacity as Monitor of the Companies and not
in its personal or corporate capacity

Per:



Name: Joshua Nevsky

Title: Senior Vice President

APPENDIX “E”
DISCLAIMED CSA FOR UNIT #3004

AGREEMENT OF PURCHASE AND SALE

The undersigned, YU-CHIAO CHANG (collectively, the “Purchaser”), hereby agrees with MIZRAHI DEVELOPMENT GROUP (THE ONE) INC. (the “Vendor”) to purchase the above-noted unit, as outlined for identification purposes only on the sketch attached hereto as Schedule “A”, together with NIL Parking Unit(s) and ONE Locker Unit(s) to be allocated by the Vendor in its sole discretion, being proposed unit(s) in the Condominium, to be registered against those lands and premises situate in the City of Toronto, Ontario on a parcel of land located on the south west side of Bloor Street West and Yonge Street (hereinafter called the “Property”), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the “Unit”) on the following terms and conditions:

1. The purchase price of the Unit (the “Purchase Price”) is _____ (\$ _____) DOLLARS in lawful money of Canada, payable as follows:
- (a) to Harris, Sheaffer LLP, in Trust, (the “Vendor’s Solicitors” or “Escrow Agent” or “Trustee”) in the following amounts at the following times, by cheque, bank draft, or pre-authorized payment, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Title Transfer Date:

(i) the sum of _____ Dollars submitted with this Agreement;

(ii) the sum of _____ (\$ _____) Dollars (which, together with the deposits in paragraph 1 (a) (i), equals 5% of the Purchase Price) submitted with this Agreement and post-dated thirty (30) days following the date of execution of this Agreement by the Purchaser;

(iii) the sum of _____ (\$ _____) Dollars (being 5% of the Purchase Price) submitted with this Agreement and post-dated ninety (90) days following the date of execution of this Agreement by the Purchaser;

(iv) the sum of _____ (\$ _____) Dollars (being 5% of the Purchase Price) submitted with this Agreement and post-dated one hundred and eighty (180) days following the date of execution of this Agreement by the Purchaser.

(v) the sum of _____ (\$ _____) Dollars (being 5% of the Purchase Price) submitted with this Agreement and post-dated three hundred and sixty (360) days following the date of execution of this Agreement by the Purchaser.

(b) the sum of _____ (\$ _____) Dollars (being 5% of the Purchase Price) by certified cheque or bank draft to the Vendor’s Solicitors on the Occupancy Date;

(c) the balance of the Purchase Price shall be payable on the Title Transfer Date by wire transfer from the trust account of the Purchaser’s solicitor or by certified cheque drawn on the trust account of the Purchaser’s solicitor payable to the Vendor or as the Vendor may direct, subject to the adjustments hereinafter set forth.

(d) the Purchaser agrees to pay the sums as hereinbefore set out in paragraph 1 (a) as a deposit by cheque payable to the Escrow Agent, or by pre-authorized debt agreement, with such last-mentioned party to hold such funds in trust as the escrow agent acting for and on behalf of the TWC (as defined below) under the provisions of a Deposit Trust Agreement (“DTA”) with respect to this proposed condominium on the express understanding and agreement that as soon as prescribed security for the said deposit money has been provided in accordance with Section 81 of the *Condominium Act, 1998*, the Escrow Agent shall be entitled to release and disburse said funds to the Vendor (or to whomsoever and in whatsoever manner the Vendor may direct).

2.

(a) The Purchaser shall occupy the Unit on the First Tentative Occupancy Date [as defined in the Statement of Critical Dates being part of the Tarion Addendum as hereinafter defined], or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement including, without limitation, the Tarion Addendum (the “Occupancy Date”);

(b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 14 hereof (the “Title Transfer Date”);

(c) The Purchaser’s address for delivery of any notices pursuant to this Agreement or the Act is the address set out in the Tarion Addendum;

(d) Notwithstanding anything contained in this Agreement (or in any schedules annexed hereto) to the contrary, it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor or its sales representative an acknowledgement of receipt of both the Vendor’s disclosure statement and a copy of this Agreement duly executed by both parties hereto, within fifteen (15) days from the date of the Purchaser’s execution of this Agreement as set out below, then the Purchaser shall be deemed to be in default hereunder and the Vendor shall have the unilateral right to terminate the Agreement at any time thereafter upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchaser’s initial deposit payment shall be forthwith returned to the Purchaser by or on behalf of the Vendor.
- The following Schedules of this Agreement, if attached hereto, shall form a part of this Agreement. The Purchaser acknowledges that he has read all Sections and Schedules of this Agreement:
- Schedule “A” – Unit Plan/sketch/floor plan

Schedule “B” – Features & Finishes

Schedule “C” – Occupancy Licence

Schedule “D” – Receipt Confirmation

Schedule being the Tarion Warranty Corporation Statement of Critical Dates and Addendum to Agreement of Purchase and Sale (collectively the “Tarion Addendum”) and such other Schedules annexed hereto and specified as Schedule “__”.
- DATED, signed, sealed and delivered this 25 day of October, 2017.

SIGNED, SEALED AND DELIVERED in the presence of

WITNESS: (as to all Purchaser’s signatures, if more than one purchaser)

YU-CHIAO CHANG Jan 08, 1955

PURCHASER: D.O.B. SIN No.

PURCHASER: D.O.B. SIN No.

PURCHASER: D.O.B. SIN No.

PURCHASER: D.O.B. SIN No.

Telephone: Email:

Address:

PURCHASER’S SOLICITOR:

Chengyichiao

Seal

Seal

Seal

Seal
- The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.
DATED, signed, sealed and delivered, this 25 day of October, 2017
- Vendor’s Solicitors:
HARRIS, SHEAFFER LLP
Suite 610 - 4100 Yonge Street
Toronto, Ontario, M2P 3B5
Attn: Jeffrey P. Silver
Telephone: (416) 250-5800 Fax: (416) 250-5300

MIZRAHI DEVELOPMENT GROUP (THE ONE) INC.

Per: [Signature]
Name: _____
Title: Authorized Signing Officer
I have the authority to bind the Corporation.

Seal

THE ONE

3. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the *Condominium Act, 1998*, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the “**Act**”) and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
- (a) “**Agreement**” means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;
 - (b) “**Condominium**” means the condominium which will be registered against the Property pursuant to the provisions of the Act;
 - (c) “**Condominium Documents**” means the Creating Documents, the by-laws and rules of the Condominium, the disclosure statement and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, as may be amended from time to time;
 - (d) “**CRA**” means the Canada Revenue Agency or its successors;
 - (e) “**Creating Documents**” means the declaration and description which are intended to be registered against title to the Property and which will serve to create the Condominium, as may be amended from time to time;
 - (f) “**Interim Occupancy**” shall mean the period of time from the Occupancy Date to the Title Transfer Date;
 - (g) “**Occupancy Licence**” shall mean the terms and conditions by which the Purchaser shall occupy the Unit during Interim Occupancy as set forth in Schedule “C” hereof;
 - (h) “**Occupancy Fee**” shall mean the sum of money payable monthly in advance by the Purchaser to the Vendor and calculated in accordance with Schedule “C” hereof;
 - (i) “**Property**” shall mean the lands and premises upon which the Condominium is constructed or shall be constructed and legally described in the Condominium Documents; and
 - (j) “**TWC**” means Tarion Warranty Corporation or its successors.

Finishes

4. The Purchase Price shall include those items listed on Schedule “B” attached hereto. The Purchaser acknowledges that only the items set out in Schedule “B” are included in the Purchase Price and that model suite/vignette furnishings and appliances, decor, upgrades, artist’s renderings, scale model(s), improvements, mirrors, drapes, tracks and wall coverings are for display purposes only and are not included in the Purchase Price unless specified in Schedule “B”. The Purchaser agrees to attend and notify the Vendor of his/her choice of finishes within ten (10) days of being requested to do so by the Vendor. At the Vendor’s discretion, some finishes may only be available through pre-selected packages. In the event colours and/or finishes subsequently become unavailable, the Purchaser agrees to re-attend at such time or times as requested by the Vendor or its agents, to choose from substitute colours and/or finishes. If the Purchaser fails to choose colours or finishes within the time periods requested, the Vendor may irrevocably choose the colours and finishes for the Purchaser and the Purchaser agrees to accept the Vendor’s selections.

Deposits

5. (a) The Vendor shall credit the Purchaser with interest at the prescribed rate on either the Occupancy Date or Title Transfer Date at the Vendor’s sole discretion on all money received by the Vendor on account of the Purchase Price from the date of deposit of the money received from time to time by the Vendor’s solicitor or the trustee until the Occupancy Date. The Purchaser acknowledges and agrees that, for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price of the Unit shall be deemed to have been sufficiently made by delivery of such written evidence to the address of the Purchaser noted in the Tarion Addendum. The Purchaser further acknowledges and agrees that any cheques or pre-authorized payments provided to the Vendor on account of the Purchase Price will not be deposited and accordingly interest as prescribed by the Act will not accrue thereon, until after the expiry of the ten (10) day rescission period as provided for in section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor). The Purchaser represents and warrants that the Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act of Canada (the “ITA”). If the Purchaser is not a resident of Canada for the purposes of the ITA the Vendor shall be entitled to withhold and remit to CRA the appropriate amount of interest payable to the Purchaser on account of the deposits paid hereunder, under the ITA.
- (b) All deposits paid by the Purchaser shall be held by the Escrow Agent in a designated trust account, and shall be released only in accordance with the provisions of subsection 81(7) of the Act and the regulations thereto, as amended. Without limiting the generality of the foregoing, and for greater clarity, it is understood and agreed that with respect to any deposit monies received from the Purchaser the Escrow Agent shall be entitled to withdraw such deposit monies from said designated trust account prior to the Title Transfer Date if and only when the Vendor obtains a Certificate of Deposit from TWC for deposit monies up to Twenty Thousand (\$20,000.00) Dollars and with respect to deposit monies in excess of Twenty Thousand (\$20,000.00) Dollars, one or more excess condominium deposit insurance policies (issued by any insurer as may be selected by the Vendor, authorized to provide excess condominium deposit insurance in Ontario) insuring the deposit monies so withdrawn (or intended to be withdrawn), and delivers the said excess condominium deposit insurance policies (duly executed by or on behalf of the insurer and the Vendor) to the Escrow Agent holding the deposit monies for which said policies have been provided as security, in accordance with the provisions of section 21 of O. Reg. 48/01. Furthermore and without limiting the generality of the foregoing, the Escrow Agent shall be permitted, upon written instructions from the Vendor,

to transfer any and all deposits in its possession to another solicitor representing the Vendor or replacement escrow agent, provided that such solicitor or replacement escrow agent undertakes to the Escrow Agent to comply with the provisions of section 81 of the Act and to notify the Purchaser within 15 days of the transfer of such funds that it is now holding the deposits as escrow agent pursuant to the terms of the Act and this Agreement. Upon the transfer of the deposits in accordance with this paragraph, the Escrow Agent shall have no further obligations to the Purchaser in its capacity as the escrow agent of the deposits and shall automatically be released from further liability as escrow agent of such deposits.

Adjustments

6. (a) Commencing as of the Occupancy Date, the Purchaser shall be responsible and be obligated to pay the following costs and/or charges in respect to the Unit:
- (i) all utility costs including electricity, gas, energy and water (unless included as part of the common expenses); and
 - (ii) the Occupancy Fee owing by the Purchaser for Interim Occupancy prior to the Title Transfer Date (if applicable).
- (b) The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed from the Title Transfer Date, with that day itself apportioned to the Purchaser:
- (i) realty taxes (including local improvement charges pursuant to the *Local Improvement Charges Act*, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed as well as for the following calendar year, notwithstanding the same may not have been levied or paid on the Title Transfer Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes as part of the Occupancy Fee and/or such further amounts on the Title Transfer Date, provided all amounts so collected shall either be remitted to the relevant taxing authority on account of the Unit or held by the Vendor pending receipt of final tax bills for the Unit, following which said realty taxes shall be readjusted in accordance with subsections 80(8) and (9) of the Act; and
 - (ii) common expense contributions attributable to the Unit, with the Purchaser being obliged to provide the Vendor on or before the Title Transfer Date with a series of post-dated cheques payable to the condominium corporation for the common expense contributions attributable to the Unit, for such period of time after the Title Transfer Date as determined by the Vendor (but in no event for more than one year).
- (c) Interest on all money paid by the Purchaser on account of the Purchase Price, shall be adjusted and credited to the Purchaser in accordance with paragraph 5 of this Agreement.
- (d) The Purchaser shall, in addition to the Purchase Price, pay the following amounts to the Vendor on the Title Transfer Date:
- (i) any new taxes imposed on the Unit or on the sale of the Unit by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on the Unit or on the sale of the Unit by such government.
 - (ii) the amount on account of development charge(s) and/or education development charge(s) (the “**Levies**”) assessed against or attributable to the Unit (or assessed against the Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the *Development Charges Act 1997*, S.O. 1997, as amended from time to time, and the *Education Act*, S.O. 1997, as amended from time to time, in an amount not to exceed the sum of Eleven Thousand Nine Hundred (\$11,900.00) Dollars plus applicable taxes, if the Unit purchased contains less than (2) bedrooms; or, an amount not to exceed the sum of Thirteen Thousand Nine Hundred (13,900.00) Dollars plus applicable taxes, if the Unit purchased contains two (2) bedrooms or two (2) bedrooms + den; or, an amount not to exceed the sum of Fifteen Thousand Nine Hundred (15,900.00) Dollars plus applicable taxes, if the Unit purchased contains three (3) or more bedrooms. In the event that after the Title Transfer Date, any Levies paid by the Vendor are refunded to the Purchaser, the Purchaser shall forthwith deliver the amount of such refund to the Vendor. The Purchaser hereby assigns any such refund to the Vendor and agrees, at the Vendor’s request, to sign any further documents required by the Vendor confirming the Vendor’s right to receive such refund;
 - (iii) an amount equal to the percentage contribution of the Unit set forth in Schedule "D" to the Declaration of the parks levy and/or any other contribution(s) or charge(s) assessed against or attributable to the Unit or which has been paid or are payable to the City of Toronto or any other relevant governmental authority or agency thereof, as well as any charges pursuant to a section 37 Agreement (pursuant to the Planning Act), levied, charged or otherwise imposed, with respect to or in connection with the development of the Condominium, including the obtaining of any approvals for such development;
 - (iv) the cost of the TWC enrolment fee for the Unit (together with any provincial or federal taxes exigible with respect thereto);
 - (v) any amounts which remain unpaid and owing to the Vendor on account of upgrades and/or extras and/or changes ordered by the Purchaser;
 - (vi) the cost of utility meters, utility meter installations, check meter installations, water and sewer service connection charges and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, and where such costs or charges or any portion thereof are

assessed against the Property and not the Unit separately, then the Purchaser's portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs. A letter from the Vendor's engineers or architects specifying such costs shall be final and binding on the Purchaser; and

- (vii) any other additional or further adjustments agreed to in writing between the Vendor and Purchaser subsequent to the execution of this Agreement.
- (e) After the date which is sixty (60) days prior to the Occupancy Date, in the event that the Purchaser desires to increase the amount to be paid to the Vendor's solicitors on the Occupancy Date, or wishes to vary the manner in which the Purchaser has previously requested to take title to the Property, or wishes to add or change any unit(s) being acquired from the Vendor, then the Purchaser hereby covenants and agrees to pay to the Vendor's Solicitor's the legal fees and ancillary disbursements which may be incurred by the Vendor or charged by the Vendor's Solicitors in order to implement any of the foregoing changes so requested by the Purchaser (with the Vendor's Solicitors' legal fees for implementing any such changes to any of the interim closing and/or final closing documents so requested by the Purchaser and agreed to by the Vendor being \$350.00 plus HST), but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, any of the foregoing changes so requested.
- (f) It is further understood and agreed that the Unit may be supplied by, or have installed therein, a rental or leased furnace/HVAC system and associated components which would remain the property of the appropriate company or other supplier of such item and which may serve the Unit and/or the common areas of the Property. The lease costs for any of such equipment will be included in the common expenses and the Purchaser shall pay his or her proportionate share of the monthly rental/lease charges assessed with respect thereto. The Purchaser shall execute all requisite rental/lease documents, acknowledgements or other documents required by the lessor of any such equipment as requested by the Vendor.
- (g) The Purchaser acknowledges that it may be required to enter into an agreement with one or more suppliers of utility services, including hydro and/or water and/or heating and cooling to the Condominium (the "**Utility Suppliers**") on or before the Occupancy Date. Furthermore, the Purchaser acknowledges that such agreements may require the Purchaser to deliver a security deposit(s) to the Utility Suppliers prior to the Occupancy Date and the Purchaser agrees to deliver such security deposit(s) to the Vendor on the Occupancy Date.
- (h) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and the provincial portion of the harmonized goods and services tax exigible with respect to this purchase and sale transaction less the Rebate as defined below (hereinafter referred to as the "**HST**"), and that the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the federal and provincial new housing rebates applicable pursuant to the *Excise Tax Act* (Canada), as may be amended, (collectively, the "**Rebate**") and further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Title Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Occupancy Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Unit. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate in connection with the Purchaser's acquisition of the Unit, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors request for same (and in any event on or before the Title Transfer Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate (by way of assignment or otherwise), including without limitation, the GST/HST New Housing Rebate Application for Houses Purchased from a Builder or other similar form as prescribed from time to time (the "**Rebate Forms**"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:
 - (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Title Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate; or
 - (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory

declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Title Transfer Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Title Transfer Date, an amount equivalent to the Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before or after the Title Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Title Transfer Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

- (i) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the Excise Tax Act. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "Reduction"), then the Purchaser shall pay to the Vendor on the Title Transfer Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.
- (j) An administration fee of THREE HUNDRED (\$300.00) DOLLARS shall be charged to the Purchaser for any cheque payable hereunder delivered to the Vendor or to the Vendor's Solicitors and not accepted by the Vendor's or the Vendor's Solicitor's bank for any reason. At the Vendor's option, this administration fee can be collected as an adjustment on the Title Transfer Date or together with the replacement cheque delivered by the Purchaser.
- (k) The Purchaser shall deliver to the Vendor a certified cheque payable to the Condominium Corporation in an amount to be determined by the Vendor as being an amount reasonably required by the Condominium Corporation for utilities in respect of the Unit which are subject to later reimbursement by a third party meter reading company.

Title

- 7. The Vendor or its Solicitor shall notify the Purchaser or his/her Solicitor following registration of the Creating Documents so as to permit the Purchaser or his/her Solicitor to examine title to the Unit (the "**Notification Date**"). The Purchaser shall be allowed twenty (20) days from the Notification Date (the "**Examination Period**") to examine title to the Unit at the Purchaser's own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates, nor any other proof or evidence of the title or occupiability of the Unit, except such copies thereof as are in the Vendor's possession. If within the Examination Period, any valid objection to title or to any outstanding work order is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit monies together with the interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be returned to the Purchaser and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions.

Direction Re: Title

- 8. The Purchaser hereby agrees to submit to the Vendor or the Vendor's Solicitors no later than sixty (60) days prior to the Occupancy Date, a written direction as to how the Purchaser intends to take title to the Unit, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Title Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement.

Permitted Encumbrances

- 9. (a) The Purchaser agrees to accept title subject to the following:
 - (i) the Condominium Documents, notwithstanding that they may be amended and varied from the proposed Condominium Documents in the general form attached to the Disclosure Statement delivered to the Purchaser as set out in Schedule "D";
 - (ii) registered restrictions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), provided that same are complied with as at the Title Transfer Date;
 - (iii) easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or

sanitary sewers, water, cable television/internet, recreational and shared facilities, and/or any other service(s) to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the Property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners, provided that any such easement and cost-sharing agreements or reciprocal agreements are (insofar as the obligations thereunder pertaining to the Property, or any portion thereof, are concerned) complied with as at the Title Transfer Date;

- (iv) registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without limitation, any development, site plan, condominium, subdivision, Section 37, collateral, limiting distance, engineering and/or other municipal agreement (or similar agreements entered into with any governmental authorities including any amendments or addenda related thereto), (with all of such agreements being hereinafter collectively referred to as the “**Development Agreements**”), provided that same are complied with as at the Title Transfer Date, or security has been posted in such amounts and on such terms as may be required by the governmental authorities to ensure compliance therewith and/or the completion of any outstanding obligations thereunder;
 - (v) unregistered or inchoate liens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/abatement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vendor’s written undertaking to pay all outstanding utility accounts owing with respect to the Property (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Title Transfer Date, if applicable), as soon as reasonably possible after the completion of this transaction;
 - (vi) any notice of security interest in respect of any building furnace/HVAC system and equipment relating thereto, waste disposal system and equipment relating thereto and any other personal property contemplated by this Agreement or the Condominium Documents; and
 - (vii) registered agreements and/or easements in favour of the owners of adjoining property, both vertically and horizontally, which may include (i) a freehold or condominium hotel property, and (ii) and a freehold or condominium commercial property.
- (b) It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the property a release of (or an amendment to) any of the aforementioned easements, Development Agreements, reciprocal agreements or restrictive covenants or any of the other aforementioned agreements or notices, nor shall the Vendor be obliged to have any of same deleted from the title to the Property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants registered on title. The Purchaser further acknowledges and agrees that the retention by the local municipality within which the Property is situate (the “**Municipality**”), or by any of the other governmental authorities, of security (e.g. in the form of cash, letters of credit, a performance bond, etc., satisfactory to the Municipality and/or any of the other governmental authorities) intended to guarantee the fulfilment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Condominium are (or may be) owned by the local cable television supplier, or by a company associated, affiliated with or related to the Vendor.
- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 9(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Title Transfer Date;
- (d) In the event that the Vendor is not the registered owner of the Property, the Purchaser agrees to accept a conveyance of title from the registered owner together with the owner’s title covenants in lieu of the Vendor’s.
- (e) The Vendor shall be entitled to insert in the Transfer/Deed of Land, specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing. If so requested by the Vendor, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.

Vendor’s Lien

10. The Purchaser agrees that the Vendor shall have a Vendor’s Lien for unpaid purchase monies on the Title Transfer Date and shall be entitled to register a Notice of Vendor’s Lien against the Unit any time after the Title Transfer Date.

Partial Discharges

11. The Purchaser acknowledges that the Unit may be encumbered by mortgages (and collateral security thereto) which are not intended to be assumed by the Purchaser and that the Vendor shall not be obliged to obtain and register (partial) discharges of such mortgages insofar as they affect the Unit on the Title Transfer Date. The Purchaser agrees to accept

the Vendor's Solicitors' undertaking to obtain and register (partial) discharges of such mortgages in respect of the Unit, as soon as reasonably possible after the Title Transfer Date subject to the Vendor or its solicitors providing to the Purchaser or the Purchaser's Solicitor the following:

- (a) a mortgage statement or letter from the mortgagee(s) (or from their respective solicitors) confirming the amount, if any, required to be paid to the mortgagee(s) to obtain (partial) discharges of the mortgages with respect to the Unit;
- (b) a direction from the Vendor to the Purchaser to pay such amounts to the mortgagee(s) (or to whomever the mortgagees may direct) on the Title Transfer Date to obtain a (partial) discharge of the mortgage(s) with respect to the Unit; and
- (c) an undertaking from the Vendor's Solicitors to deliver such amounts to the mortgagees and to obtain and register the (partial) discharge of the mortgages with respect to the Unit upon receipt thereof and within a reasonable time following the Title Transfer Date and to advise the Purchaser or the Purchaser's Solicitor concerning registration particulars by posting same on the internet.

Construction Lien Act

12. The Purchaser covenants and agrees that he/she is a "home buyer" within the meaning of the *Construction Lien Act*, R.S.O. 1990, c.C.30. and will not claim any lien holdback on the Occupancy Date or Title Transfer Date. The Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Occupancy Date nor the Title Transfer Date shall be delayed on that account.

The Planning Act

13. This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of section 50 of the *Planning Act*, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Title Transfer Date.

Title Transfer Date

14. (a) The provisions of the Taron Addendum reflect the TWC's policies, regulations and/or guidelines on extensions of the First Tentative Occupancy Date, but it is expressly understood and agreed by the parties hereto that any failure to provide notice(s) of the extension(s) of the First Tentative Occupancy Date, Subsequent Tentative Occupancy Dates or Firm Occupancy Date, in accordance with the provisions of the Taron Addendum shall only give rise to a damage claim by the Purchaser against the Vendor up to a maximum of \$7,500.00, as more particularly set forth in the Regulations to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, as amended (the "**ONHWPA**"), and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof, other than in accordance with the Taron Addendum.
- (b) The Vendor's Solicitors shall designate a date not less than fifteen (15) days after written notice is given to the Purchaser or his or her solicitor of the registration of the Creating Documents as the Title Transfer Date. The Title Transfer Date once designated may be extended from time to time by the Vendor's Solicitors provided that it shall not be more than thirty-six (36) months following the Occupancy Date.

Purchaser's Covenants, Representations and Warranties

15. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Condominium and the Condominium Documents. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragraph. The Purchaser hereby consents to the Vendor and its designated or proposed construction lenders obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor, from time to time, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Title Transfer Date, including without limitation, written confirmation of the Purchaser's income, and a copy of a mortgage approval letter and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Title Transfer Date or other evidence of an ability to close satisfactory to the Vendor in its sole discretion and satisfactory to the Vendor's construction lender. If the Purchaser fails to provide the financial and personal information or the mortgage approval as aforesaid, or if the Vendor or the Vendor's construction lender is not satisfied as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement. The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Title Transfer Date.
16. The Purchaser acknowledges that notwithstanding any rule of law to the contrary, that by executing this Agreement, it has not acquired any equitable or legal interest in the Unit or the Property. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property, Unit or the Condominium and further agrees not to give, register, or permit to be registered any encumbrance against the Property, Unit or the Condominium. Should the Purchaser be in default of his or her obligations hereunder, the Vendor may, as agent and attorney of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of paragraph 25 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, or any other document or instrument whatsoever from title to the Property, Unit or the

Condominium and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitor's fees on a full indemnity basis).

17. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Title Transfer Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only (being limited to parents, siblings or children over the age of eighteen (18) years), and shall not be permitted to direct title to any other third parties.
18. The Purchaser covenants and agrees that he/she shall not directly nor indirectly object to nor oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), nor any other applications ancillary thereto relating to the development of the Property, or any neighbouring or adjacent lands. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto. The Purchaser acknowledges that the Vendor is (or may in the future be) processing and/or completing one or more rezoning or minor variance applications with respect to the Lands (and/or the lands adjacent thereto or in the neighbouring vicinity thereof), as a well as a site plan approval/development application/draft plan of condominium approval with respect to the Lands, in order to permit the development and construction of the Condominium thereon. The Purchaser acknowledges that during the rezoning, minor variance, site plan and/or draft plan of condominium approval process, the footprint or siting of the condominium building may shift from that originally proposed or intended, the overall height of the condominium building (and the number of levels/floors, and/or the number of dwelling units comprising the Condominium) may vary, and the location of the Condominium's proposed amenities may likewise be altered, without adversely affecting the floor plan layout, design and size of the interior of the Unit, and the Purchaser hereby expressly agrees to complete this transaction notwithstanding the foregoing, without any abatement in the Purchase Price, and without any entitlement to a claim for damages or other compensation whatsoever. The Purchaser further covenants and agrees that it shall not oppose the aforementioned zoning, minor variance and site plan/development applications, nor any other applications ancillary thereto, including without limitation, any application submitted or pursued by or on behalf of the Vendor to lawfully permit the development and registration of the Condominium, or to obtain an increase in the density coverage or the dwelling unit count (or yield) thereof, or for any other lawful purpose whatsoever, and the Purchaser expressly acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.
19. The Purchaser covenants and agrees that he/she shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold and transferred the Vendor may make such use of the Condominium as may facilitate the completion of the Condominium and sale of all the units, including, but not limited to the maintenance of a sales/rental/administration/construction office(s) and model units, and the display of signs located on the Property.

Termination without Default

20. In the event this Agreement is terminated through no fault of the Purchaser, all deposit monies paid by the Purchaser towards the Purchase Price, together with any interest required by law to be paid, shall be returned to the Purchaser; provided however, that the Vendor shall not be obligated to return any monies paid by the Purchaser as an Occupancy Fee. The Vendor shall be entitled to require the Purchaser to execute a release of any surety, lender or any other third party requested by the Vendor in its discretion prior to the return of such monies. In no event shall the Vendor or its agents be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor as a complete defence to any such claim.

Tarion Warranty Corporation

21. The Vendor represents and warrants to the Purchaser that the Vendor is a registered vendor/builder with the TWC. The Purchaser acknowledges and agrees that any warranties of or liabilities for workmanship or materials, in respect of any aspect of the construction of the Condominium including the Unit, whether implied by this Agreement or at law or in equity or by any statute or otherwise, including without limitation breach of contract, breach of warranty, negligence or breach of duty, shall be limited to only those warranties deemed to be given by the Vendor under the ONHWPA and shall extend only for the time period and in respect of those items as stated in the ONHWPA, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition precedent to, concurrent with or in any way affecting this Agreement, the Condominium or the Unit, other than as expressed herein. The Vendor and the Purchaser agree that all disputes, if any, respecting any aspect of construction of the Unit or the common elements of the Condominium, including without limitation, disputes alleging negligence, breach of contract, breach of duty or breach of warranty, shall be limited solely to the dispute resolution mechanisms available under the ONHWPA as administered by TWC, which resolution thereunder shall be binding and conclusive on all parties and further that the Purchaser's only remedy shall be pursuant to the ONHWPA. The Purchaser hereby irrevocably appoints the Vendor his/her agent to complete and execute the TWC Certificate of Deposit and any excess condominium deposit insurance documentation in this regard, as required, both on its own behalf and on behalf of the Purchaser.

Right of Entry

22. Notwithstanding the Purchaser occupying the Unit on the Occupancy Date or the closing of this transaction and the delivery of title to the Unit to the Purchaser, as applicable, the Vendor or any person authorized by it shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Unit and the common elements in order to make inspections or to do any work or replace therein or thereon which may be deemed necessary by the Vendor in connection with the Unit or the common elements and such right shall be in addition to any rights and easements created under the Act. A right of entry in favour of the Vendor for a period not exceeding five (5) years

similar to the foregoing may be included in the Transfer/Deed provided on the Title Transfer Date and acknowledged by the Purchaser at the Vendor's sole discretion.

Occupancy

23. (a) The Unit shall be deemed to be substantially completed when the interior work has been finished to the minimum standards allowed by the Municipality so that the Unit may be lawfully occupied notwithstanding that there remains other work within the Unit and/or the common elements to be completed. The Purchaser shall not occupy the Unit until the Municipality has permitted same or consented thereto, if such consent is required and the Occupancy Date shall be postponed until such required consent is given. The Purchaser shall not require the Vendor to provide or produce an occupancy permit, certificate or authorization from the Municipality other than the documentation required by the Tarion Addendum. Provided that the Vendor complies with the Tarion Addendum, the Purchaser acknowledges that the failure to complete the common elements before the Occupancy Date shall not be deemed to be failure to complete the Unit, and the Purchaser agrees to complete this transaction notwithstanding any claim submitted to the Vendor and/or to the TWC in respect of apparent deficiencies or incomplete work provided, always, that such incomplete work does not prevent occupancy of the Unit as, otherwise, permitted by the Municipality.
- (b) The Vendor shall complete the construction of the Unit and the building in which the Unit is proposed to form a part of (the "Building") as soon as reasonably practicable, but the failure of the Vendor to fully complete such construction to the standards required in this Agreement by the Occupancy Date, or to fully complete or correct all outstanding, incomplete or deficient matters relating to the Unit and the Building, shall in no event entitle the Purchaser to refuse to take possession of the Unit on the Occupancy Date or to complete this transaction or to remit to Vendor the entire amount of the Purchase Price on the Title Transfer Date, or to maintain any holdback, set-off or deduction of any part thereof. The construction of the Unit shall be deemed to be completed when the Vendor's finishings have been substantially completed, notwithstanding that there remains work outside the Unit to be completed, including but not limited to painting, grading, paving, sodding and landscaping. The Vendor agrees to fully complete the construction of the Unit, the Building and any outstanding, incomplete or deficient items and any other matters relating to the Unit and the Building which are required by Tarion, within a reasonable period of time after the Title Transfer Date, having regard to weather conditions and the availability of equipment, supplies and labour, and Purchaser agrees that its only recourse against Vendor (and the declarant of the Condominium if not the Vendor) for a final and binding resolution of all such matters shall be through the processes administered by Tarion, who Purchaser and Vendor hereby appoint and constitute to be the sole and final arbiter of all such matters. Purchaser hereby indemnifies and saves Vendor (and the declarant of the Condominium if not the Vendor) harmless from all actions, causes of action, claims and demands for damages or loss which are brought by Purchaser in contravention of this provision, including without limitation, any claim against any third party that has the right of contribution or indemnity against the Vendor (and the declarant of the Condominium if not the Vendor).
- (c) The Purchaser agrees that it and the Condominium shall have no rights as against the Vendor (and the declarant of the Condominium if not the Vendor) beyond those that are specifically granted to it under the Condominium Act or the Ontario New Home Warranties Plan Act or by Tarion. The Purchaser further agrees that its Condominium's only recourse against Vendor (and the declarant of the Condominium if not the Vendor) for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Unit and the Building shall be through the processes established for and administered by Tarion, who the Purchaser and the Vendor hereby appoint and constitute as the sole and final arbiter of all such matters. The Purchaser hereby indemnifies and saves the Vendor (and the declarant of the Condominium if not the Vendor) harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Condominium in contravention of this provision, including without limitation, any claim against any third party that has the right of contribution or indemnity against the Vendor (and the declarant of the Condominium if not the Vendor).
- (d) If the Unit is substantially complete and fit for occupancy on the Occupancy Date, as provided for in subparagraph (a) above, but the Creating Documents have not been registered, (or in the event the Condominium is registered prior to the Occupancy Date and closing documentation has yet to be prepared), the Purchaser shall pay to the Vendor a further amount on account of the Purchase Price specified in paragraph 1(b) hereof without adjustment save for any pro-rated portion of the Occupancy Fee described and calculated in Schedule "C", and the Purchaser shall occupy the Unit on the Occupancy Date pursuant to the Occupancy Licence attached hereto as Schedule "C".

Inspection

24. (a) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's representative at the date and time designated by the Vendor, prior to the Occupancy Date, to conduct a pre-delivery inspection of the Unit (the "PDI") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Unit, on the TWC Certificate of Completion and Possession (the "CCP") and the PDI Form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the ONHWPA. The said CCP and PDI Forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Unit in its discretion, the Vendor shall not be deemed to have waived the provision of this paragraph or otherwise enlarged its obligations hereunder.
- (b) The Purchaser acknowledges that the Homeowner Information Package as defined in TWC Bulletin 42 (the "HIP") is available from TWC and that the Vendor further agrees to provide the HIP to the Purchaser or the Purchaser's designate, at or before the PDI. The Purchaser or the Purchaser's designate agrees to execute and provide to the Vendor the Confirmation of Receipt of the HIP forthwith upon receipt of the HIP.
- (c) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and

agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.

- (d) In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI Forms at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law. Alternatively, the Vendor may, at its option, complete the within transaction but not provide the keys to the Unit to the Purchaser until the CCP and PDI Forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI Forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor the Purchaser's attorney and/or agent and/or designate to complete the CCP and PDI Forms on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate had executed the CCP and PDI Forms.
- (e) The Vendor may request that the Purchaser and/or the Purchaser's designate execute a Confirmation of Receipt of the HIP and in the event such Purchaser and/or Purchaser's designate fails to execute the Confirmation of Receipt of the HIP forthwith upon receipt thereof, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law.

Purchaser's Default

- 25. (a) In the event that the Purchaser is in default with respect to any of his or her obligations contained in this Agreement (other than paragraph 2(d) hereof) or in the Occupancy License on or before the Title Transfer Date and fails to remedy such default forthwith, if such default is a monetary default and/or pertains to the execution and delivery of documentation required to be given to the Vendor on the Occupancy Date or the Title Transfer Date, or within five (5) days of the Purchaser being so notified in writing with respect to any other non-monetary default, then the Vendor, in addition to (and without prejudice to) any other rights or remedies available to the Vendor (at law or in equity) may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits and privileges contained herein (including without limitation, the right to make colour and finish selections with respect to the Unit as hereinbefore provided or contemplated), and/or unilaterally declare this Agreement and the Occupancy License to be terminated and of no further force or effect. All monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon and monies paid or payable for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Dwelling, shall be forfeited to the Vendor. The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. The aforesaid retention of monies is in addition to (and without prejudice to) any other rights or remedies available to the Vendor at law or in equity. In the event of the termination of this Agreement and/or the Occupancy License by reason of the Purchaser's default as aforesaid, then the Purchaser shall be obliged to forthwith vacate the Unit (or cause same to be forthwith vacated) if same has been occupied (and shall leave the Unit in a clean condition, without any physical or cosmetic damages thereto, and clear of all garbage, debris and any furnishings and/or belongings of the Purchaser), and shall execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser does not have (and the Purchaser hereby covenants and agrees that he/she does not have) any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) prior to the completion of this transaction and the payment of the entire Purchase Price to the Vendor or the Vendor's solicitors as hereinbefore provided, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his or her lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of the *Powers of Attorney Act*, R.S.O. 1990, as amended, and *Substitute Decisions Act*, 1992, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser. In the event the Vendor's Solicitors or an Escrow Agent is/are holding any of the deposits in trust pursuant to this Agreement, then in the event of default as aforesaid, the Purchaser hereby releases the said solicitors or Escrow Agent from any obligation to hold the deposit monies, in trust, and shall not make any claim whatsoever against the said solicitors or Escrow Agent and the Purchaser hereby irrevocably directs and authorizes the said solicitors or Escrow Agent to deliver the said deposit monies and accrued interest, if any, to the Vendor.
- (b) Notwithstanding subparagraph (a) above, the Purchaser acknowledges and agrees that if any amount, payment and/or adjustment which are due and payable by the Purchaser to the Vendor pursuant to this Agreement are not made and/or paid on the date due, but are subsequently accepted by the Vendor, notwithstanding the Purchaser's default, then such amount, payment and/or adjustment shall, until paid, bear interest at the rate equal to eight (8%) percent per annum above the bank rate as defined in subsection 19(2) of O. Reg. 48/01 to the Act at the date of default. In addition, in the event that the Purchaser delays the Occupancy Date or the Title Transfer Date, the Vendor shall have the right to charge Two Hundred Dollars (\$200.00) per day as liquidated damages for each day of the delay plus a legal/administrative fee of Five Hundred Dollars (\$500.00) towards the administration of a delayed occupancy or closing, as applicable, and to amend and/or create revised closing documentation. Furthermore, the Purchaser shall pay the Vendor's solicitor's fees in the amount of Two Hundred and Fifty Dollars (\$250.00), plus applicable taxes and disbursements, for each letter or other form of notice sent to the Purchaser or the Purchaser's solicitor relating to any default by the Purchaser.

Common Elements

- 26. The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of issuance of the building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any equal, higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his/her successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any elevations, building specifications or site plans of any part of

the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approval or architectural control. Such changes may be to the plans and specifications existing at inception of the Condominium or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales material, including without limitation, brochures, models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications, provided the substituted materials are in the judgment of the Vendor's architect, whose determination shall be final and binding, of equal or better quality. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.

Executions

27. The Purchaser agrees to provide to the Vendor's Solicitors on the Occupancy Date a clear and up-to-date Execution Certificate confirming that no executions are filed at the local Land Titles Office against the individual(s) in whose name title to the Unit is being taken.

Risk

28. The Unit shall be and remain at the risk of the Vendor until the Title Transfer Date, subject to the terms of the Occupancy Licence attached hereto as Schedule "C". If any part of the Condominium is damaged before the Creating Documents are registered, the Vendor may in its sole discretion either:

- (a) make such repairs as are necessary to complete this transaction and, if necessary, delay the Occupancy Date in the manner permitted in the Taron Addendum;
- (b) terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor, with interest payable under law if the damage to the Condominium has frustrated this Agreement at law; or
- (c) apply to a court of competent jurisdiction for an order terminating the Agreement in accordance with the provisions of subsection 79(3) of the Act,

it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

Tender/Termet

29. (a) The parties waive personal tender and agree that tender, in the absence of any other mutually acceptable arrangement and subject to the provisions of paragraph 30 of this Agreement shall be validly made by the Vendor upon the Purchaser, by a representative of the Vendor attending at the offices of Harris, Sheaffer, LLP at 12:00 noon on the Title Transfer Date or the Occupancy Date as the case may be and remaining there until 5:00 p.m. and is ready, willing and able to complete the transaction. The Purchaser agrees that keys may be released to the Purchaser at the construction site or sales office or the Condominium building on the Occupancy Date or the Title Transfer Date, as applicable. The Vendor's advice that the keys are available shall be valid tender of possession of the Property to the Purchaser. In the event the Purchaser or his or her solicitor fails to appear or appears and fails to close, such attendance by the Vendor's representative (which includes the Vendor's Solicitors) shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank; and
- (b) It is further provided that, notwithstanding subparagraph 29 (a) hereof, in the event the Purchaser or his or her solicitor advise the Vendor or its Solicitors, on or before the Occupancy Date or Title Transfer Date, as applicable, that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his or her solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.
30. As the electronic registration system (hereinafter referred to as the "**Teraview Electronic Registration System**" or "**TERS**") is operative in the applicable Land Titles Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail:
- (a) The Purchaser shall be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction. The Purchaser shall authorize such solicitor, at the option of the Vendor's Solicitors, either execute an escrow closing agreement with the Vendor's Solicitor on the standard form recommended by the Law Society of Upper Canada (hereinafter referred to as the "**Escrow Document Registration Agreement**"), establishing the procedures and timing for completing this transaction or otherwise agree to be bound by the procedures set forth in the Escrow Document Registration Agreement.
 - (b) The delivery and exchange of documents, monies and keys to the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.

- (c) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
- (d) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original or by electronic transmission of electronically signed documents through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document) to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
- (e) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
 - (i) delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement and keys are made available for the Purchaser to pick up at the Vendor's sales or customer service office;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor;

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

General

- 31. The Vendor shall provide a statutory declaration on the Title Transfer Date that it is not a non-resident of Canada within the meaning of the ITA.
- 32. The Vendor and Purchaser agree to pay the costs of registration of their own documents and any tax in connection therewith.
- 33. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
- 34. This Offer and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agreement permits, their respective heirs, estate trustees, successors and permitted assigns.
- 35. The Purchaser acknowledges that the suite area of the Unit, as may be represented or referred to by the Vendor or any sales agent, or which appear in any sales material is approximate only, and is generally measured to the outside of all exterior, corridor and stairwell walls, and to the centre line of all party walls separating one unit from another. NOTE: For more information on the method of calculating the floor area of any unit, reference should be made to Builder Bulletin No. 22 published by the TWC. Actual useable floor space may (therefore) vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living space within the confines of the Unit may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. In addition, the Purchaser is advised that the floor area measurements are generally calculated based on the middle floor of the Condominium building for each suite type, such that units on lower floors may have less floor space due to thicker structural members, mechanical rooms, etc., while units on higher floors may have more floor space. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Unit purchased hereunder are approximate only, and that the Purchase Price shall not be subject to any adjustment or claim for compensation whatsoever, whether based upon the ultimate square footage of the Unit, or the actual or useable living space within the confines of the Unit or otherwise. The Purchaser further acknowledges that the ceiling height of the Unit is measured from the upper surface of the concrete floor slab (or subfloor) to the underside surface of the concrete ceiling slab (or joists). However, where ceiling bulkheads are installed within the Unit, and/or where dropped ceilings are required, then the ceiling height of the Unit will be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever.
- 36. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 37. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
- 38. Each of the provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein. The Purchaser and the Vendor acknowledge and agree that this Agreement and all amendments and addenda thereto shall constitute an agreement made under seal.
- 39. (a) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be registered in the Land Titles office where the Lands are registered, and a duplicate registered

copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.

- (b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for another person or corporation for a disclosed or undisclosed beneficiary or principal (including, without limitation, a corporation to be incorporated), the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust as the case may be, shall be deemed and construed to constitute the personal indemnity of such person or persons so signing with respect to the obligations of the Purchaser herein and shall be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or any other relationships as a defence to such liability.

- 40. Delivery of an executed copy of this Agreement by facsimile or by electronic transmission in portable document format (PDF) or other similar electronic means is as effective as delivery of an originally executed copy thereof.

Notice

- 41. (a) Any notice required to be delivered under the provisions of the Taron Addendum shall be delivered in the manner required by the terms of the Taron Addendum. The Purchaser is hereby advised that the Vendor shall be entitled to send notices or communications to the Purchaser to the address, fax number and/or email address set out on the Taron Addendum and that any such notice or communication is valid under the terms of this Agreement unless the Purchaser provides written notice of any change of address, fax number or email address to the Vendor in the manner contemplated by the terms of the Taron Addendum.
- (b) Any other notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or to the Purchaser's solicitor to their respective addresses indicated herein or to the address of the Unit after the Occupancy Date and to the Vendor at 125 Hazelton Avenue, Toronto, Ontario, M5R 2E4 or to the Vendor's Solicitors at the address indicated in this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, by electronic mail or by facsimile transmission and upon the third day following posting, excluding Saturdays, Sundays and statutory holidays. This agreement or any amendment or addendum thereto may, at the Vendor's option, be properly delivered if it delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.

Material Change

- 42. The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, due to site conditions or constraints, or for marketing considerations, or for any other legitimate reason, including without limitation any request or requirement of any of the governmental authorities or any request or requirement of the Vendor's architect or other design consultants:
 - (a) change the Property's municipal address or numbering of the Unit (in terms of the unit number and/or level number ascribed to any one or more of the units comprising the Unit);
 - (b) add levels to the building, in which case, all levels above the new levels will be raised accordingly; and/or remove levels from the building, in which case, all levels above the eliminated levels will be lowered accordingly;
 - (c) change, vary or modify the plans and specifications pertaining to the Unit or the Condominium, or any portion thereof (including architectural, structural, engineering, landscaping, grading, mechanical, site servicing and/or other plans and specifications) from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, including without limitation, making any change to the total number of dwelling, parking, locker and/or other ancillary units intended to be created within the Condominium, and/or any change to the total number of levels or floors within the Condominium, as well as any changes or alterations to the design, style, size and/or configuration of any dwelling or other ancillary units within the Condominium;
 - (d) change, vary, or modify the number, size and location of any windows, column(s) and/or bulkhead(s) within or adjacent to (or comprising part of) the Unit, from the number, size and/or location of same as displayed or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser, including the insertion or placement of any window(s), column(s) and/or bulkhead(s) in one or more locations within the Unit which have not been shown or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser (regardless of the extent or impact thereof), as well as the removal of any window(s), column(s) and/or bulkhead(s) from any location(s) previously shown or illustrated in any sales brochure(s), model(s) in the sales office or otherwise; and/or
 - (e) change the layout of the Unit such that same is a mirror image of the layout shown to the Purchaser (or a mirror image of the layout illustrated in any sales brochure or other marketing material(s) delivered to the Purchaser);

and that the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for any such changes, deletions, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence thereof, nor any notice thereof (unless any such change, deletion, alteration or modification to the said plans and specifications is material in nature (as defined by the Act) and significantly affects the fundamental character, use or value of the Unit and/or the Condominium, in which case the Vendor shall be obliged to notify the Purchaser in writing of such change, deletion, alteration or modification as soon as reasonably possible after the Vendor proposes to

implement same, or otherwise becomes aware of same), and where any such change, deletion, alteration or modification to the said plans and specifications is material in nature, then the Purchaser's only recourse and remedy shall be the termination of this Agreement prior to the Title Transfer Date (and specifically within 10 days after the Purchaser is notified or otherwise becomes aware of such material change), and the return of the Purchaser's deposit monies, together with interest accrued thereon at the rate prescribed by the Act.

Cause of Action/Assignment

43. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties. Furthermore, the Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.
- (b) At any time prior to the Title Transfer Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation registered as a vendor pursuant to the ONHWP and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and stead of the Vendor.

Non-Merger

44. The covenants and agreements of each of the parties hereto shall not merge on the Title Transfer Date, but shall remain in full force and effect according to their respective terms, until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. No further written assurances evidencing or confirming the non-merger of the covenants of either of the parties hereto shall be required or requested by or on behalf of either party hereto.

Notice/Warning Provisions

45. The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on the Occupancy Date, the Title Transfer Date or at any other time, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction. Notwithstanding the generality of the foregoing, the Purchaser agrees to be bound by the following warnings:
- (a) The Condominium may be subject to various easements in the nature of a right of way in favour of adjoining and/or neighbouring land owners for utilities, construction and to permit ingress and egress to those properties.
- (b) It is further acknowledged that one or more of the Development Agreements may require the Vendor to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, landscaping features and/or fencing, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways and/or nearby railway lines. The Purchaser agrees to be bound by the contents of any such notice(s), whether given to the Purchaser at the time that this Agreement has been entered into, or at any time thereafter up to the Title Transfer Date, and the Purchaser further covenants and agrees to execute, forthwith upon the Vendor's request, an express acknowledgment confirming the Purchaser's receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Vendor.
- (c) Purchasers are hereby advised that the Condominium will be developed in accordance with any requirements that may be imposed, from time to time, by any governmental authority having jurisdiction and that the proximity of the Condominium to major arterial roadways (e.g. Yonge Street and Bloor Street), nearby commercial uses, including restaurants and vehicles loading and unloading goods and materials, rooftop air-conditioning units and exhaust louvers and pedestrian and vehicular traffic may result in the noise exposure levels affecting the Property to exceed the noise criteria established by the governmental authorities and that despite the inclusion of noise control features within the Condominium, noise levels from any of the aforementioned sources may continue to be of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. Central air-conditioning will be installed in the Condominium to achieve suitable indoor noise levels with closed windows, for traffic/transit activity noise control. Furthermore, where possible the air-conditioning condenser units will be located in a noise insensitive area.
- (d) The Purchaser specifically acknowledges and agrees that the Condominium will be developed in accordance with any requirements that may be imposed from time to time by any of the City of Toronto, the Toronto Transit Commission (the "TTC") and any other governmental authorities or agencies having jurisdiction over the development of the Project, and that the proximity of the Lands to TTC operations may result in

emissions including smoke and other particulate matter, noise, vibration, electromagnetic interference, and stray current transmissions (collectively referred to as "Interferences") to the Lands and despite the inclusion of control features within the Condominium, Interferences from TTC transit operations may continue to be of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. Notwithstanding the above, the Purchaser agrees to indemnify and save harmless the Toronto Transit Commission and the City of Toronto from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore, the Purchaser acknowledges and agrees that an electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease, or sales agreement and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die with the closing of this transaction.

- (e) The Purchaser acknowledges that the Condominium forms part of an overall mixed use development that is intended to also contain hotel and commercial/retail space which may be used in accordance with the governing zoning provisions and bylaws of the City of Toronto, as amended from time to time. Purchaser are advised that the Hotel Component and/or Commercial Component may include food service operators, and while any such business will be equipped with any necessary ventilation equipment, noise and odours typically associated with the operation of these facilities may occasionally inconvenience residential occupants.
- (f) Various commercial businesses are located within the vicinity of this mixed-use development. Occasional off-site impacts, including odour, emissions and noise from these businesses may be expected.
- (g) Purchasers are advised that:
 - (i) Noise levels caused by garage doors, the Condominium's cooling tower, emergency generator, bank of elevators, garbage chutes, mechanical equipment, stairs, doors, vents, shafts, move-in and ancillary facilities and areas, and by the Condominium's recreation facilities, may occasionally cause noise and inconvenience to the residential occupants;
 - (ii) As and when other Residential Units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants; and
 - (iii) certain businesses which are permitted in the Hotel/Commercial Component including, but not limited to restaurants, may produce noises and/or odours that may cause inconvenience to the residential occupants.
- (h) The Purchaser acknowledges being advised of the following notices from the Toronto District School Board:
 - (i) Prospective purchasers are advised that schools on sites designated for the Toronto District School Board in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.
 - (ii) Prospective purchasers are advised that school buses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Toronto District School Board. Additional pick up points will not be located with the subdivision until major construction activity has been completed.
- (i) The Purchaser acknowledges being advised of the following notices from the Toronto Catholic District School Board: Prospective purchasers are advised that sufficient accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. The Toronto Catholic District School Board will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board.
- (j) The Purchaser hereby acknowledges and agrees that the Declarant cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser's occupancy of the residential unit on the Occupancy Date, (or any acceleration or extension thereof as hereinbefore provided), and that the Purchaser shall be solely responsible for directly contacting the Declarant's customer service office or property management office in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis), and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) or the Occupancy Date, (or any acceleration or extension thereof, as aforesaid).
- (k) Purchasers are advised that such Residential Units have been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment's noise criteria.
- (l) Purchasers are advised that despite the inclusion of noise features in the area and within the building units, sounds levels due to increasing road traffic, downtown business, and activity within the Hotel/Commercial Component during both day and night hours, may on occasion interfere with some activities of the Residential Unit occupants as the sound levels may exceed the Ministry of the Environment's noise criteria; and that the Residential Units have been equipped with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of the Environment's noise criteria.

- (m) In order to accommodate exterior window washing of the Building, purchasers of Residential Units are advised that, depending on the location of their Residential Unit in the Building, access to their suites or related terraces may be required to accommodate window washing equipment.
- (n) The Purchaser is hereby advised that the Vendor's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy Date, all at the Purchaser's sole cost and expense.
- (o) The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after the Occupancy Date, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.
- (p) The Vendor shall have the right to substitute any level in the Condominium with an alternative floor plate containing a modified design of units and/or number of units on the level. In the event that such modification becomes necessary, there shall be a reallocation of each owner's proportionate percentage and the budget shall be modified accordingly. The Purchaser acknowledges that none of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Vendor to the Purchaser in connection with this transaction.
- (q) The Vendor reserves the right to increase or decrease the final number of residential, parking, locker and/or other ancillary units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the residential units ultimately comprised within the Condominium which have not yet been sold by the Vendor to any unit purchaser(s), all in the Vendor's sole discretion, and the Purchaser expressly acknowledges and agrees to the foregoing, provided that the final budget for the first year following registration of the Condominium is prepared in such a manner so that any such variance in the residential, parking, locker and/or other ancillary unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the residential, parking and/or locker units sold by the Vendor to the Purchaser. Without limiting the generality of the foregoing, the Purchaser further acknowledges and agrees that one or more residential units situate adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined unit, and the overall residential unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Vendor to the Purchaser in connection with this transaction.
- (r) Purchasers are advised that the Vendor's marketing material and site drawings and renderings ("Marketing Material") which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Vendor's design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Vendor's obligations hereunder.
- (s) It is currently anticipated that the groundwater that will originate and/or emanate from or through the foundation of the Building (and/or its appurtenant drainage system) will likely be discharged into storm sewer or sanitary system of the City of Toronto, in accordance with the provisions and requirements of the City's Municipal Code, Chapter 681, as amended from time to time. Purchasers are advised that the discharge of private water (water not purchased from the City of Toronto) including groundwater from the Overall Project to the City sewage works is prohibited by the relevant City regulations, subject to any exemption and the extent of same that may be granted by the City. The Declarant currently anticipates that it will likely not meet the relevant standards of the City that will permit the discharge of private water and/or groundwater into the City's sanitary sewer system and, accordingly, it is anticipated that the Condominium shall be obligated to enter into or assume a sanitary discharge agreement (the "SDA") with the City. The SDA shall provide that the Condominium must ensure that such discharged ground water is periodically tested and correspondingly meets or exceeds the acceptable chemical content limits outlined in, or prescribed by, the relevant City standards. As detailed in the budget statement, the City has imposed a per cubic meter charge as a fee for such discharge. When the Building is constructed, the Declarant will be obligated to conduct groundwater and geotechnical studies at which time, the Declarant and its engineers will be able to estimate an anticipated flow rate and utilize the then-current levy rate to establish the amount that the Condominium will be obligated to pay to the City in exchange for the right to pump the Condominium's private water and/or groundwater into the City's sanitary sewer system. Please be advised however that the rate of discharge is not ascertainable as of the date of this disclosure statement and that the rate is affected by weather, construction and other developments that occur in the vicinity of the Condominium and natural changes in the underground flows of groundwater and, therefore, the rate may increase or decrease. In addition, the City may increase the levy rate for the discharge of private water and/or groundwater and is permitted to do so. These charges will be included as a common expense of the Condominium and their inclusion and any increase thereto shall not be construed as a material change to this disclosure statement within the meaning of the Act.
- (t) Purchasers are advised that vehicles may be inspected prior to being permitted into the Underground Parking Structure.
- (u) Purchasers are advised that the suite designations will not necessarily correspond with the actual legal unit and level designations of the Condominium. The Declarant reserves the right to change suite numbers and unit and level designations as long as the location of the unit on the floor plan does not change.

- (v) The numbering of levels for marketing and suite/level numbering purposes may not include levels 4, 13, 14, 24, 34, 44, 64,, however these levels will exist for legal purposes.
- (w) Purchasers are advised that no residential owner shall be entitled to lease a unit for a term of less than the minimum term set out in the Declaration and such lease or agreement shall not contain an early termination provision.
- (x) The Declarant shall have the right to substitute any level in the Condominium with an alternative floor plate containing a modified design of units and/or number of units on the level. In the event that such modification becomes necessary, there shall be a reallocation of each purchaser's proportionate percentage and the budget shall be modified accordingly and the units and level numbers shall be re-numbered accordingly. The Purchaser acknowledges that none of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Declarant to the Purchaser in connection with this transaction.
- (y) Purchasers acknowledge that the Building includes exterior cross-bracing and strong linear elements intended to break up the massing of the Building into smaller elements which cross-bracing and exoskeleton type treatment will continue right through the tower element of the Building to provide consistency in the design of the building and to unify both the residential and commercial building elements of the Building. Purchasers are advised that such exterior cross-bracing and strong linear elements may impact or obstruct views from within Residential Units.
- (z) Purchasers acknowledge the exterior lighting of the building is an architectural feature of the exterior façade. Building facade lighting is anticipated to include integrated spot lighting with shielded optics will highlight the key gestures of the building architecture. Luminaires will be mounted to the exterior building cladding at key moments using custom shrouding to control glare and shield luminaires from view during day lit hours. Purchasers are advised that such facade lighting may impact or obstruct views from within Residential Units.

Purchaser's Consent to the Collection and Limited Use of Personal Information

46. The Purchaser hereby consents to the Vendor's collection, use and disclosure of the Purchaser's personal information for the purpose of enabling the Vendor to proceed with the Purchaser's purchase of the Unit, completion of this transaction, and for post-closing and after-sales customer care purposes. Such personal information includes the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, marital and residency status, social insurance number (only with respect to subparagraph (b) below), financial information, desired suite design(s), ancillary units purchased and colour/finish selections. In particular, but without limiting the foregoing, the Vendor may disclose such personal information to:
- (a) Any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and the Canada Revenue Agency (i.e. with respect to HST);
 - (b) Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the ITA, as amended;
 - (c) The Condominium for the purposes of facilitating the completion of the Condominium's voting, leasing and/or other relevant records and to the Condominium's property manager for the purposes of facilitating the issuance of notices, the collection of common expenses and/or implementing other condominium management/administration functions;
 - (d) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
 - (e) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, with respect to the Unit, including without limitation, the Vendor's construction lender(s), the quantity surveyor monitoring the Project and its costs, the Vendor's designated construction lender(s), the Tarion Warranty Corporation and/or any warranty bond provider and/or excess condominium deposit insurer, required in connection with the development and/or construction financing of the Condominium and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
 - (f) any insurance companies of the Vendor providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, and any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
 - (g) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser;
 - (h) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, meter reading services, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium (collectively, the "Utilities"), unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the Utilities;

- (i) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family, unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to said third party data processing companies;
- (j) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (k) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Any questions or concerns of the Purchaser with respect to the collection, use or disclosure of his or her personal information may be delivered to the Vendor at the address set out in the Tarion Addendum, Attention: Privacy Officer.

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N.B.

Subject to paragraph 4 of the Agreement of Purchase and Sale attached hereto, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.

1. Floor and specific features will depend on the Vendor's package as selected
2. Natural projects (e.g. granite, marble and wood (if applicable)) are subject to natural variations in colour, veining and grain.
3. Ceramic tile and broadloom (if applicable) are subject to pattern, shade and colour and lot variations.
4. If the Unit is at a stage of construction which will enable the Vendor to permit the Purchaser to make colour and material choices from the Vendor's standard selections, then the Purchaser shall have until the Vendor's date designated by the Vendor (of which the Purchaser shall be given at least ten (10) days prior notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period, the Vendor may irrevocably exercise the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours or materials so selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule provided that such materials and items are of equal quality to or better than the materials and items set out herein.
5. The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard feature listed herein which is omitted at the Purchaser's request.
6. References to model types or model numbers refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent model.
7. All dimensions, if any, are approximate. Actual useable floor space may vary from the stated floor area, if so stated.
8. All specifications and materials are subject to change without notice. E. & O.E.
9. Pursuant to this Agreement or this Schedule or pursuant to a supplementary agreement or purchase order, the Purchaser may have requested the Vendor to construct an additional feature within the Unit which is in the nature of an optional extra; if, as a result of building, construction or site conditions within the Unit or the Building, the Vendor is not able to construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest and in all other respects this Agreement shall continue in full force and effect.
10. The Vendor shall have the right to substitute other products and materials for those listed in this Schedule, represented to the Purchaser or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to or better than the products and materials so listed or so provided. The determination of whether or not substituted materials and products are of equal or better quality shall be made by the Vendor's architect

E. & O.E.



SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE
THE ONE
FEATURES AND FINISHES
Low Rise + Mid Rise Suites

- Laundry Room
 - Porcelain floors selected from Vendor's standard selection
 - L.E.D. pot lights
 - Caesarstone countertop
 - Ceramic tile Backsplash
 - High efficiency front loading Washer and Dryer
- Living Room & Dining Room
 - Pre-finished engineered Hardwood Floors selected from Vendor's standard selections
 - L.E.D. pot lights
- Foyer
 - Stone or Porcelain tile floor in entranceway selected from Vendor's standard selections
 - L.E.D. pot lights
- Kitchen & Breakfast
 - Kitchen cabinetry selected from Vendor's standard selections
 - Stone or Marble countertops with coordinated Glass, Stone or Marble Backsplash from Vendor's standard selections
 - Stainless Steel Under-mount single bowl sink with coordinated fixture
 - Pre-finished engineered Hardwood Floors selected from Vendor's standard selections
 - L.E.D. pot lights
 - Gas Cooktop, Dishwasher, Fully Integrated Refrigerator/Freezer, microwave and hood fan insert OR stainless steel microwave hood fan combination insert, as per plan
- Powder Room
 - Vanity with Stone countertop selected from Vendor's standard selections
 - Under-mounted sink and fixtures selected from Vendor's standard selections
 - Privacy lock
 - Stone or Porcelain tile floor selected from Vendor's standard selections
 - L.E.D. pot lights
- Library/Den
 - Pre-finished engineered Hardwood Floors selected from Vendor's standard selections
 - L.E.D. pot lights
- Master Bedroom Suite
 - Pre-finished engineered Hardwood Floors selected from Vendor's standard selections
 - L.E.D. pot lights
- Master Ensuite
 - Stone or Porcelain tiles selected from Vendor's standard selections
 - Vanity with stone countertop, under-mounted sink and fixtures selected from Vendor's standard selections
 - Bathtub and coordinated fixtures as per plan
 - Frameless glass shower enclosure as per plan
 - L.E.D. pot lights
 - Privacy lock
- Guest Bathroom
 - Porcelain tiles selected from Vendor's standard selections
 - Vanity with stone countertop, under-mounted sink and fixtures selected from Vendor's standard selections
 - Bathtub and coordinated fixtures as per plan
 - Frameless glass shower enclosure as per plan
 - L.E.D. pot lights
 - Privacy lock
- Bedroom
 - Pre-finished engineered Hardwood Floors selected from Vendor's standard selections
 - L.E.D. pot lights
- Ceilings, Walls & Doors
 - 9' high ceilings (dropped ceilings at Kitchen, Bathrooms, Closets, foyer, laundry Room)
 - Smooth ceilings, walls and bulkheads throughout
 - 7" Baseboards
 - 3 ½" Door casing with backhand
 - Custom doors throughout
 - Acoustically engineered demising walls
 - Door hardware selected from Vendor's standard selections

- All ceilings, walls, baseboards, mouldings and door painted selected from Vendor's standard selections
- Paint selected from Vendors standard selections
- Energy Star custom windows with low E coating and Argon Gas
- Mechanical
 - Heat Pump with Humidifier and programmable thermostat
- Lighting & Electrical
 - White decorative switches and receptacles throughout
 - L.E.D. pot lights
 - Ceiling light provision in Kitchen, Dining Room, Living Room, Den and all Bedrooms
 - Valence lighting under kitchen cabinets
 - Rough-In for sconces and/or surface mounted fixtures in Master Ensuite, Second Bath and Powder Room
 - Rough-in for cable, telephone, internet in Living Room, Kitchen, Library/Den and all Bedrooms
 - Carbon monoxide and smoke detectors hard-wired
 - Pre-wired CAT computer network

E. & O.E.



SCHEDULE "C" TO AGREEMENT OF PURCHASE AND SALE

TERMS OF OCCUPANCY LICENCE

- C.1 The transfer of title to the Unit shall take place on the Title Transfer Date upon which date, unless otherwise expressly provided for hereunder, the term of this Occupancy Licence shall be terminated.
- C.2 The Purchaser shall pay or have paid to the Vendor, on or before the Occupancy Date, by certified cheque drawn on a Canadian chartered bank the amount set forth in paragraph 1(b) of this Agreement without adjustment. Upon payment of such amount on the Occupancy Date, the Vendor grants to the Purchaser a licence to occupy the Unit from the Occupancy Date.
- C.3 The Purchaser shall pay to the Vendor the Occupancy Fee calculated as follows:
- (a) the amount of interest payable in respect of the unpaid balance of the Purchase Price at the prescribed rate;
 - (b) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the Unit; and
 - (c) the projected monthly common expense contribution for the Unit;
- as an occupancy charge on the first day of each month in advance during Interim Occupancy, no part of which shall be credited as payments on account of the Purchase Price, but which payments shall be a charge for occupancy only. If the Occupancy Date is not the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month by certified funds. The Purchaser shall deliver to the Vendor on or before the Occupancy Date a series of post-dated cheques as required by the Vendor for payment of the estimated monthly Occupancy Fee. The Occupancy Fee may be recalculated by the Vendor, from time to time based on revised estimates of the items which may be lawfully taken into account in the calculation thereof and the Purchaser shall pay to the Vendor such revised Occupancy Fee following notice from the Vendor. With respect to taxes, the Purchaser agrees that the amount estimated by the Vendor on account of municipal realty taxes attributed to the Unit shall be subject to recalculation based upon the real property tax assessment or reassessment of the Units and/or Condominium, issued by the municipality after the Title Transfer Date and the municipal tax mill rate in effect as at the date such assessment or reassessment is issued. The Occupancy Fee shall thereupon be recalculated by the Vendor and any amount owing by one party to the other shall be paid upon demand.
- C.4 The Purchaser shall be allowed to remain in occupancy of the Unit during Interim Occupancy provided the terms of this Occupancy Licence and the Agreement have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of occupancy the Vendor in its sole discretion and without limitation of any other rights or remedies provided for in this Agreement or at law may terminate this Agreement and revoke the Occupancy Licence whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Vendor may take whatever steps it deems necessary to obtain vacant possession and the Purchaser shall reimburse the Vendor for all costs it may incur.
- C.5 At or prior to the time that the Purchaser takes possession of the Unit, the Purchaser shall execute and deliver to the Vendor any documents, directions, acknowledgments, assumption agreements or any and all other documents required by the Vendor pursuant to this Agreement, in the same manner as if the closing of the transaction was taking place at that time.
- C.6 The Purchaser shall pay the monthly Occupancy Fee during Interim Occupancy and the Vendor shall destroy all unused post-dated Occupancy Fee cheques on or shortly after the Title Transfer Date.
- C.7 The Purchaser agrees to maintain the Unit in a clean and sanitary condition and not to make any alterations, improvements or additions thereto without the prior written approval of the Vendor which may be unreasonably withheld. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the Unit by the supplier of such services and not the responsibility of the Corporation under the Condominium Documents.
- C.8 The Purchaser's occupancy of the Unit shall be governed by the provisions of the Condominium Documents and the provisions of this Agreement. The Unit may only be occupied and used in accordance with the Condominium Documents and for no other purpose.
- C.9 The Vendor covenants to proceed with all due diligence and dispatch to register the Creating Documents. If the Vendor for any reason whatsoever is unable to register the Creating Documents and therefore is unable to deliver a registrable Transfer/Deed to the Purchaser within thirty-six (36) months after the Occupancy Date, the Purchaser or Vendor shall have the right after such thirty-six (36) month period to give sixty (60) days written notice to the other, of an intention to terminate the Occupancy Licence and this Agreement. If the Vendor and Purchaser consent to termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to such date, after which this Agreement and Occupancy Licence shall be terminated and all moneys paid to the Vendor on account of the Purchase Price shall be returned to the Purchaser together with interest required by the Act, subject however, to any repair and redecorating expenses of the Vendor necessary to restore the Unit to its original state of occupancy, reasonable wear and tear excepted. The Purchaser and Vendor each agree to provide a release of this Agreement in the Vendor's standard form. If the Vendor and Purchaser do not consent to termination, the provisions of subsection 79(3) of the Act may be invoked by the Vendor.
- C.10 The Vendor and the Purchaser covenant and agree, notwithstanding the taking of possession, that all terms hereunder continue to be binding upon them and that the Vendor may enforce the provisions of the Occupancy Licence separate and apart from the purchase and sale provisions of this Agreement.



- C.11 The Purchaser acknowledges that the Vendor holds a fire insurance policy on the Condominium including all aspects of a standard unit only and not on any improvements or betterments made by or on behalf of the Purchaser. It is the responsibility of the Purchaser, after the Occupancy Date, to insure the improvements or betterments to the Unit and to replace and/or repair same if they are removed, injured or destroyed as well as to obtain any other insurance required to be obtained by an owner pursuant to the provisions of the draft Declaration. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused by the Vendor's willful conduct.
- C.12 The Purchaser agrees to indemnify the Vendor for all losses, costs and expenses incurred as a result of the Purchaser's neglect, damage or use of the Unit or the Condominium, or by reason of injury to any person or property in or upon the Unit or the Condominium resulting from the negligence of the Purchaser, members of his immediate family, servants, agents, invitees, tenants, contractors and licensees. The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the Unit or the Condominium as a result of the Purchaser's neglect, damage or use of the Unit or Condominium, he will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.
- C.13 In accordance with subsections 80(6)(d) and (e) of the Act, subject to strict compliance by the Purchaser with the requirements of occupancy set forth in this Agreement, the Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during Interim Occupancy without the prior written consent of the Vendor which consent may be arbitrarily withheld. The Purchaser acknowledges that an administrative fee will be payable to the Vendor each time the Purchaser wishes to assign, sublet or dispose of the Occupancy License during Interim Occupancy.
- C.14 The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor elects to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the Unit and/or the Condominium, the Occupancy Licence shall terminate forthwith upon notice from the Vendor to the Purchaser. If the Unit and/or the Condominium can be repaired within a reasonable time following damages as determined by the Vendor (but not, in any event, to exceed one hundred and eighty (180) days) and the Unit is, during such period of repairs uninhabitable, the Vendor shall proceed to carry out the necessary repairs to the Unit and/or the Condominium with all due dispatch and the Occupancy Fee shall abate during the period when the Unit remains uninhabitable; otherwise, the Purchaser shall vacate the Unit and deliver up vacant possession to the Vendor and all moneys, to the extent provided for in paragraph 20 hereof (excluding the Occupancy Fee paid to the Vendor) shall be returned to the Purchaser. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone.



SCHEDULE "D" TO AGREEMENT OF PURCHASE AND SALE

THE UNDERSIGNED being the Purchaser of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following document on the date noted below:

1. A Disclosure Statement dated October 10, 2017, and accompanying documents in accordance with Section 72 of the Act.
2. A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.

The Purchaser hereby acknowledges that receipt of the Disclosure Statement and accompanying documents referred to in paragraph 1 above may have been in an electronic format and that such delivery satisfies the Vendor's obligation to deliver a Disclosure Statement under the Act.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

The Purchaser further acknowledges having been advised that the Purchaser shall be entitled to rescind or terminate the Agreement to which this Schedule is attached and obtain a refund of all deposit monies paid thereunder (together with all interest accrued thereon at the rate prescribed by the Act, if applicable), provided written notice of the Purchaser's desire to so rescind or terminate the Agreement is delivered to the Vendor or the Vendor's Solicitors within 10 days after the date set out below.

DATED at Toronto, this 25 day of October, 2017.

WITNESS:

[illegible]

Changye Chiao

Purchaser YU-CHIAO CHANG

Purchaser

Purchaser

Purchaser

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Statement of Critical Dates

Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

NOTE TO HOME BUYERS: *Please visit Tarion’s website: www.tarion.com for important information about all of Tarion’s warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.*

VENDOR

Mizrahi Development Group (The One) Inc.

Full Name(s)

PURCHASER

YU-CHIAO CHANG

Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

the 5th day of August, 2022.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent **Tentative Occupancy Date**, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a **Final Tentative Occupancy Date**; or (ii) a **Firm Occupancy Date**.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date.

the ____ day of _____, 20____.

Final Tentative Occupancy Date

or

the ____ day of _____, 20____.

Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a **Firm Occupancy Date** that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is:

the 24th day of December, 2027.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser’s consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date. Notice of a delay beyond the First Tentative Occupancy Date must be given no later than:

the 9th day of May, 2022.

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

3. Purchaser’s Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the “**Purchaser’s Termination Period**”), which period, unless extended by mutual agreement, will end on:

the 24th day of January, 2028.

If the Purchaser terminates the transaction during the Purchaser’s Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

Note: *Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).*

Acknowledged this 25 day of October, 2017.

VENDOR:



PURCHASER:



Addendum to Agreement of Purchase and Sale

Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the “**Addendum**”), forms part of the agreement of purchase and sale (the “**Purchase Agreement**”) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP Act”). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website – **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR

Mizrahi Development Group (The One) Inc.

Full Name(s)

45585

Tarion Registration Number

416-922-4200

Phone

1-866-300-0219

Fax

125 Hazelton Avenue

Address

Toronto

Ontario

M5R 2E4

City

Province

Postal Code

reception@mizrahidevelopments.ca

Email*

PURCHASER

YU-CHIAO CHANG

Full Name(s)

Address

City

Province

Postal Code

Phone

Fax

Email*

YC

ALL

PROPERTY DESCRIPTION

1-11 Bloor St. West, 768-784 Yonge St., 760-762 Yonge St., and 774-776 Yonge St.

Municipal Address

Toronto

Ontario

M6H 1M9

City

Part of Park Lot 9, Concession 1, from the Bay in the Geographic Township of York

Province

Postal Code

Short Legal Description

3004

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Vendor has obtained Formal Zoning Approval for the Building.

☒ Yes

☐ No

If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.
- (b) Commencement of Construction: ☒ has occurred; or ☐ is expected to occur by the _____ day of _____, 20____.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

***Note:** Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description in respect of the Building.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Subsequent Tentative Occupancy Dates:** The Vendor may, in accordance with this section, extend the First Tentative Occupancy Date on one or more occasions, by setting a subsequent Tentative Occupancy Date. The Vendor shall give written notice of any subsequent Tentative Occupancy Date to the Purchaser at least 90 days before the existing Tentative Occupancy Date (which in this Addendum may include the First Tentative Occupancy Date), or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (d) **Final Tentative Occupancy Date:** By no later than 30 days after the Roof Assembly Date, the Vendor shall by written notice to the Purchaser set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date. If the Vendor does not do so, the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Vendor shall give written notice of the Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, to the Purchaser at least 90 days before the existing Tentative Occupancy Date, or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, can be any Business Day on or before the Outside Occupancy Date. For new Purchase Agreements signed after the Roof Assembly Date, the Vendor shall insert in the Statement of Critical Dates of the Purchase Agreement either: a Final Tentative Occupancy Date; or a Firm Occupancy Date
- (e) **Firm Occupancy Date:** If the Vendor has set a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date. The Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Final Tentative Occupancy Date, or else the Final Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Firm Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (f) **Notice:** Any notice given by the Vendor under paragraph (c), (d) or (e) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, can be changed only:
 - (i) by the Vendor setting a Delayed Occupancy Date in accordance with section 3;
 - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Occupancy Date is set in accordance with section 4 or 5, then the new date is the "Firm Occupancy Date" for all purposes in this Addendum.

3. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Occupancy Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.

- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
- (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
 - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
 - (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
 - (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 7;
 - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
 - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed occupancy compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Occupancy Date or Delayed Occupancy Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Occupancy Date or Delayed Occupancy Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed occupancy compensation payable under section 7 is payable from the existing Firm Occupancy Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (i), (j) and (k) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ☒ Yes ☐ No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Condition #1 (if applicable)

Description of the Early Termination Condition:

See Appendix

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20 ____.

Condition #2 (if applicable)

Description of the Early Termination Condition:

See Appendix

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20 ____.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (k) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of the declaration and description for the Building under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
- (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not: restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

MISCELLANEOUS

9. Ontario Building Code – Conditions of Occupancy

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
- (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.

- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):
 - (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period, then the Purchase Agreement shall continue to be binding on both parties and the Delayed Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in providing Occupancy alone.

11. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser's monies shall be calculated in accordance with the *Condominium Act, 1998*.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

"Building" means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is

not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means completion of the sale of the home, including transfer of title to the home to the Purchaser.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

"Critical Dates" means the First Tentative Occupancy Date, any subsequent Tentative Occupancy Date, the Final Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser's Termination Period.

"Delayed Occupancy Date" means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

"Early Termination Conditions" means the types of conditions listed in Schedule A.

"Final Tentative Occupancy Date" means the last Tentative Occupancy Date that may be set in accordance with paragraph 1(d).

"Firm Occupancy Date" means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

"First Tentative Occupancy Date" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

"Formal Zoning Approval" occurs when the zoning by-law required for the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

"Occupancy" means the right to use or occupy the home in accordance with the Purchase Agreement.

"Occupancy Date" means the date the Purchaser is given Occupancy.

"Outside Occupancy Date" means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

"Property" or "home" means the home being acquired by the Purchaser from the Vendor, and its interest in the related common elements.

"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

"Roof Assembly Date" means the date upon which the roof slab, or roof trusses and sheathing, as the case may be, are completed. For single units in a multi-unit block, whether or not vertically stacked, (e.g., townhouses or row houses), the roof refers to the roof of the block of homes unless the unit in question has a roof which is in all respects functionally independent from and not physically connected to any portion of the roof of any other unit(s), in which case the roof refers to the roof of the applicable unit. For multi-story, vertically stacked units, (e.g. typical high rise) roof refers to the roof of the Building.

"Statement of Critical Dates" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

"The ONHWP Act" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

"Unavoidable Delay" means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5

Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

15. Disputes Regarding Termination

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com

SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:

(a) upon receipt of Approval from an Approving Authority for:

- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
- (ii) a consent to creation of a lot(s) or part-lot(s);
- (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
- (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
- (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
- (vi) allocation of domestic water or storm or sanitary sewage capacity;
- (vii) easements or similar rights serving the property or surrounding area;
- (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
- (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

- (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
- (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

1. See Schedule "B" following page 12
- 2.
- 3.

PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

- 1. See Schedule "B" following page 12
- 2.
- 3.



SCHEDULE B
TO ADDENDUM
TO AGREEMENT OF PURCHASE AND SALE

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

	DESCRIPTION	SECTION	AMOUNT
1.	Levies	6(d)(ii)	\$11,900 plus HST \$13,900 plus HST \$15,900 plus HST
2.	Certain amendments (after 60 days prior to Occupancy Date)	6(e)	\$350 plus applicable taxes
3.	Unaccepted cheque	6(j)	\$300 per cheque plus applicable taxes
4.	Fees and liquidated damages for Purchasers Delaying Occupancy. Vendor's solicitor's fees for default letters, etc.	25(b)	\$200 plus HST per day and \$500 plus HST per extension \$250 plus HST per letter or other form of notice

PART II All other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

	DESCRIPTION	SECTION
1.	Utility costs	6(a)(i)
2.	Occupancy Fees and other amounts	6(a)(ii); 23(b); Schedule C to Purchase Agreement
3.	Realty taxes	6(b)(i)
4.	Common expense contributions	6(b)(ii)
5.	Any new taxes or increases to existing taxes	6(d)(i)
6.	Parks levy or any other contribution(s) or charges, including charges pursuant to a section 37 agreement	6(d)(iii)
7.	TWC enrolment fee	6(d)(iv)
8.	Unpaid amounts, including upgrades, extras and/or changes	6(d)(v)
9.	Utility meters, connection, installation, energization, etc. charges	6(d)(vi)
10.	Any other additional or further adjustments agreed to in writing between the Vendor and Purchaser subsequent to the execution of this Agreement.	6(d)(vii)
11.	Any cost related to rental or leased furnace/HVAC system	6(f)
12.	Utility Supplier(s) deposit(s)	6(g)
13.	HST Rebate where Purchaser does not qualify for the Rebate	6(h)
14.	HST on adjustments, extras or upgrades or changes	6(i)
15.	Deposit to Condominium Corporation for utilities.	6(k)
16.	Removing unauthorized title registrations	16
17.	Interest and liquidated damages	25(b)



**APPENDIX TO ADDENDUM
TO AGREEMENT OF PURCHASE AND SALE
EARLY TERMINATION CONDITIONS**

The Early Termination Conditions referred to in paragraph 6(d) of the Tarion Addendum are as follows:

CONDITIONS PERMITTED IN PARAGRAPH 1 (b) OF SCHEDULE "A" TO THE TARION ADDENDUM

1. **Description of Early Termination Condition:**

This Agreement is conditional upon the Vendor entering into binding Agreements of Purchase and Sale for the sale of 85% of the Residential Units within the Condominium.

The date by which this Condition is to be satisfied is the 31st day of December, 2019.

2. **Description of Early Termination Condition:**

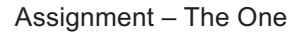
This Agreement is conditional upon the Vendor obtaining financing for the construction of the project on terms satisfactory to it in its sole and absolute discretion.

The date by which this Condition is to be satisfied is the 31st day of December, 2019.

3. **Description of Early Termination Condition:**

This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion, with the credit worthiness of the Purchaser. The Vendor shall have sixty (60) days from the date of acceptance of this Agreement by the Vendor to satisfy itself with respect to such credit worthiness. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds or evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Title Transfer Date, as the Vendor may require to determine the Purchaser's credit worthiness.

The date by which this Condition is to be satisfied is the 60th day following the date of the acceptance of this Agreement by the Vendor.

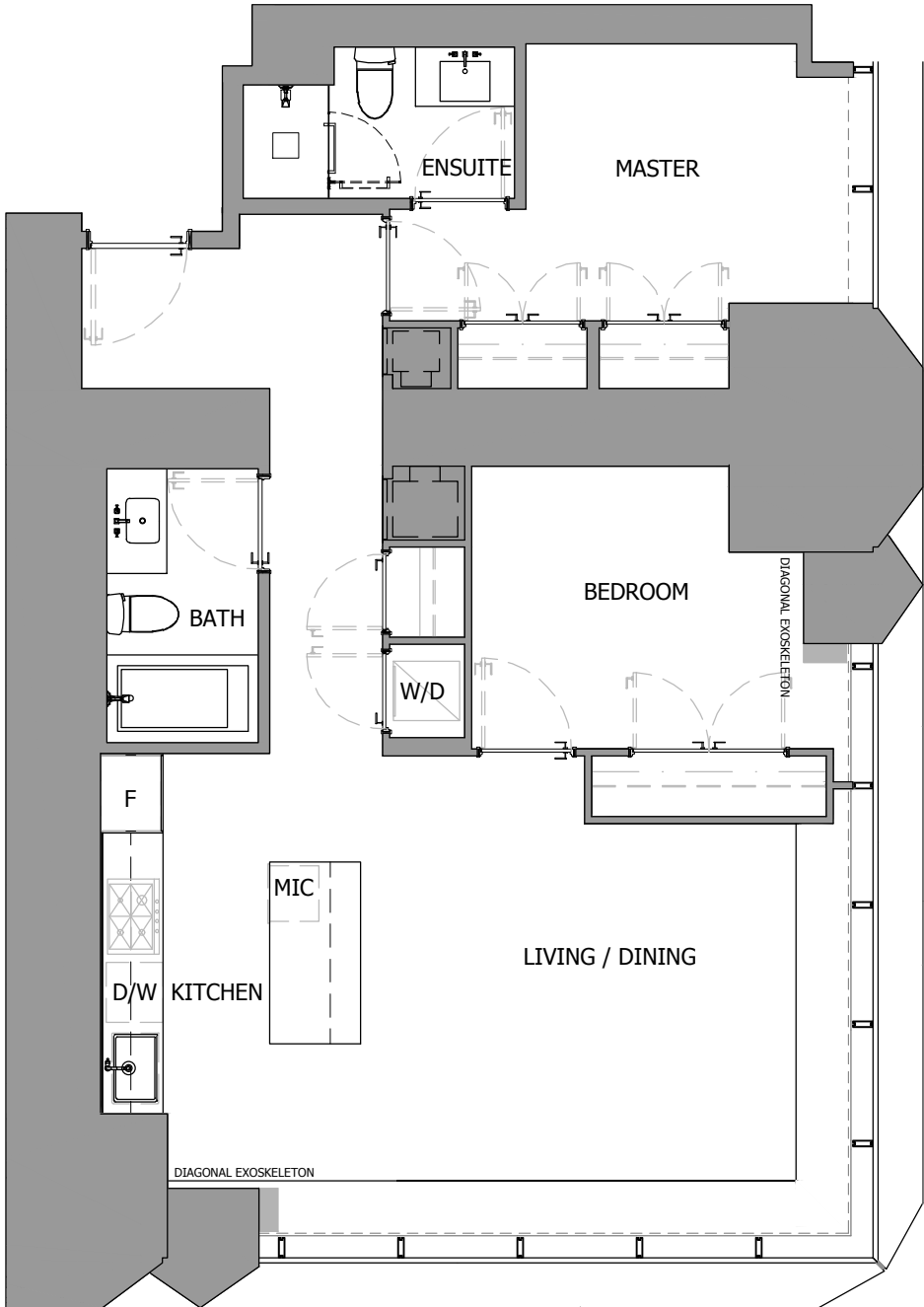


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THE ONE
RESIDENCES

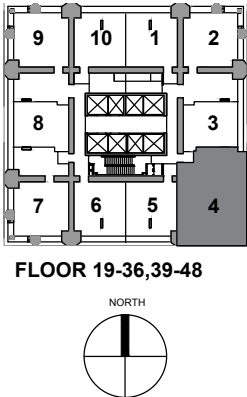
SCHEDULE "A"

TOWER COLLECTION



3004
2 BEDROOM
1,101 SQ.FT.

LEGAL LEVEL: 30



PURCHASER SIGNATURE: Cheng Yc Chiao

PURCHASER SIGNATURE: _____

VENDOR SIGNATURE: [Signature]

DATE: October 25, 2017

All dimensions, specifications, drawings, and floorplans are approximate and are subject to change without notice. Location of structure at building perimeter varies. Actual square footage may vary from that stated hereon. E. & O.E.

AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE

BETWEEN: MIZRAHI DEVELOPMENT GROUP (THE ONE) INC. (the “Vendor”) and
YU-CHIAO CHANG (the “Purchaser”)
Unit 04, Level 30, Suite 3004 (the “Unit”)

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE from the Agreement of Purchase and Sale dated October 25, 2017, as amended

Page 1.

“The undersigned, YU-CHIAO CHANG (collectively, the “Purchaser”),....”

INSERT to the Agreement of Purchase and Sale dated October 25, 2017, as amended

Page 1.

“The undersigned, YU-CHIAO CHANG & HSIN-YI LIN (collectively, the “Purchaser”),....”

DATE OF BIRTH: [REDACTED]
ADDRESS: [REDACTED]
TELEPHONE: [REDACTED]
EMAIL: [REDACTED]
SIN #: [REDACTED]

DATED at Taichung, this 4 day of NOV., 2017.

IN WITNESS whereof the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

) DocuSigned by:
) Chang Yu Chiao
) PURCHASER (YU-CHIAO CHANG)
) DocuSigned by:
) Lin Hsin Yi
) PURCHASER (HSIN-YI LIN)

DATED at Toronto, this 6 day of November, 2017.

MIZRAHI DEVELOPMENT GROUP (THE ONE) INC.
Per: [Signature] c/s
Authorized Signing Officer
We have the authority to bind the Corporation.



APPENDIX “F”
CORRESPONDENCE BETWEEN GOODMAN AND POON & HO LLP

From: [Angel Leung](#)
To: [Armstrong, Christopher](#)
Cc: [O'Neill, Brendan](#); [Linde, Jennifer](#); [Dunn, Mark](#); [Ford Wong](#); [Shelly Tam](#); [Rachel Lee](#)
Subject: RE: Motion Record - Responding Parties - Lin and Chang | The One - CV-25-00740512-00CL
Date: Friday, November 14, 2025 3:20:18 PM

Hi Chris,

Thank you for your e-mails. Our clients are not prepared to sign an NDA at this time and they intend to proceed with their objection to the disclaimer of their Unit. We will be serving a redacted motion record on the CCAA service list and uploading it on Case Center, and we thank you for your reminders. About the Service List, do you intend to add other purchasers whose CSAs you seek to disclaim, or potentially retain, to the List?

We intend to deliver a responding factum and will advise as soon as possible of when we will be in a position to serve it. We understand the urgency, but we were only recently retained after our clients learned of how their Unit may be affected on or around October 24. Note that we do not anticipate the factum will be very lengthy.

Are you able to advise when you anticipate the supplemental Monitor's Report will be delivered?

At the time Ms. Lin made her affidavit, she believed she had left voicemails to the Monitor/CRO when she phoned, but she does not recall with certainty if she left voicemails. You noted that the Monitor or CRO have no record of Ms. Lin attempting to contact them. Can you please advise what phone number they have for Ms. Lin when cross-referencing with the incoming/missed calls on the dates Ms. Lin specified calling and when concluding they have no such record?

We disagree with your suggestion that our clients' position on the NDA is inconsistent with their affidavits.

With respect to your mention of the expenses your client is incurring, which you attribute to my clients' objection, please confirm you are not seeking costs against my clients, as that has been our understanding to date from the Monitor's motion materials and Notice of Disclaimer, and from the discussions between our office and yours.

Angel Leung, Associate

POON & HO LLP

Barristers & Solicitors
200-7100 Woodbine Avenue
Markham, ON L3R 5J2

Tel. : (905) 305-1738 ext. 363

Fax : (905) 305-1739

E-mail : aleung@poonho.ca

Website : www.poonho.ca

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From: Armstrong, Christopher <carmstrong@goodmans.ca>

Sent: Friday, November 14, 2025 1:57 PM

To: Angel Leung <aleung@poonho.ca>; O'Neill, Brendan <boneill@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>

Cc: Dunn, Mark <mdunn@goodmans.ca>; Ford Wong <fordwong@poonho.ca>

Subject: RE: Motion Record - Responding Parties - Lin and Chang | The One - CV-25-00740512-00CL

Hi Angel,

Follow up on my emails below. Please advise if your client intends to proceed with their objection as we note your record has still been served on the CCAA service list or posted on Case Center and we have not received a responding factum. We are incurring expense preparing on the basis that they will be proceeding with their objection.

Regards,

Chris

Chris Armstrong

Goodmans LLP

416.849.6013

carmstrong@goodmans.ca

goodmans.ca

From: Armstrong, Christopher

Sent: Thursday, November 13, 2025 2:04 PM

To: Angel Leung <aleung@poonho.ca>; O'Neill, Brendan <boneill@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>

Cc: Dunn, Mark <mdunn@goodmans.ca>; Ford Wong <fordwong@poonho.ca>

Subject: RE: Motion Record - Responding Parties - Lin and Chang | The One - CV-25-00740512-00CL

Hi Angel,

Further to my email below, we have taken instructions and can confirm that unless your client is prepared to sign an NDA, we aren't in a position to provide any confidential information which the Monitor seeks to seal. We can advise that the analysis for your client's Unit shows that significantly more proceeds will be realized by disclaiming your client's CSA and reselling it, than would be realized by closing on the Unit with your client.

We acknowledge your client may have a claim for damages against the Companies as a result of the disclaimer, but, as detailed in our factum, that claim is an unsecured claim that is junior to the interests of the Senior Secured Lenders (and other secured creditors), and there is not expected to be any recovery for unsecured creditors in the case. We also note that your client expressly agreed and acknowledged in their CSA (sections 15 and 16) that: (i) their CSA was subordinate and postponed to any mortgages and advances thereunder (including the mortgage of the Senior Secured Lenders and advances thereunder); and (ii) they had not acquired any equitable or legal interest in the Unit. In the circumstances, we do not see any credible basis to oppose the disclaimer.

As a final point, we note you have not served your motion record on the CCAA service list (which you should) and it does not yet appear on Case Center, so it is not apparent to us whether it has been filed with the Court. We note that your motion record includes your client's SIN and other personal information (see p. 13 of the pdf, for instance) so you may wish to redact that before serving on the service list and filing.

We also await your response on the questions in my email from last evening.

We remain available to discuss should you have any questions, but do not need to arrange a call unless you would like to.

Regards,

Chris

Chris Armstrong

Goodmans LLP

416.849.6013

carmstrong@goodmans.ca

goodmans.ca

From: Armstrong, Christopher <carmstrong@goodmans.ca>

Sent: Thursday, November 13, 2025 12:00 AM

To: Angel Leung <aleung@poonho.ca>; O'Neill, Brendan <boneill@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>

Cc: Dunn, Mark <mdunn@goodmans.ca>; Ford Wong <fordwong@poonho.ca>

Subject: Re: Motion Record - Responding Parties - Lin and Chang | The One - CV-25-00740512-00CL

Hi Angel,

I don't understand that position as your client's affidavit says they will accept information on a confidential basis. And the point of signing the NDA would be so your client could access and consider the specific economic analysis that is being used to support the proposed disclaimer - and either agree with it, or not. As an alternative, would you accept the information on a confidential and counsel's eyes only basis? We will also speak with the Monitor in the morning about this and what if anything can be provided on a non-confidential basis. We will come back to you after that on whether we think a call would be worthwhile.

A couple of other questions/points:

1. Will you be delivering a responding factum and, if so, when? So there is no confusion, we will seek to dismiss your client's disclaimer objection at the hearing next Monday and oppose any request for an adjournment. So you are aware, your client is the only purchaser who has delivered an objection to date.
2. Per my earlier request, please let us know whether your client left voicemails for the Monitor/CRO when they phoned. The Monitor has been regularly receiving and responding to voicemails from purchasers on the telephone number you noted, but confirmed again they had no record of a voicemail from your client. We expect the Monitor will deliver a supplemental report to address your client's objection, including this point.

Regards,

Chris

Get [Outlook for iOS](#)

From: Angel Leung <aleung@poonho.ca>

Sent: Wednesday, November 12, 2025 10:14 PM

To: Armstrong, Christopher <carmstrong@goodmans.ca>; O'Neill, Brendan <boneill@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>

Cc: Dunn, Mark <mdunn@goodmans.ca>; Ford Wong <fordwong@poonho.ca>

Subject: Re: Motion Record - Responding Parties - Lin and Chang | The One - CV-25-00740512-00CL

Hello all,

I have spoken with my clients and they are not agreeable to executing the NDA, one reason being that it is not responsive to their main concerns, about the attempt to disclaim their CSA. Please let me know if you still wish to schedule a call. I'm quite flexible for tomorrow.

Angel Leung, Associate

POON & HO LLP

Barristers & Solicitors

200-7100 Woodbine Avenue

Markham, ON L3R 5J2

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From: Armstrong, Christopher <carmstrong@goodmans.ca>

Sent: Wednesday, November 12, 2025 12:16 PM

To: Angel Leung <aleung@poonho.ca>; O'Neill, Brendan <boneill@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>

Cc: Dunn, Mark <mdunn@goodmans.ca>

Subject: RE: Motion Record - Responding Parties - Lin and Chang | The One - CV-25-00740512-00CL

Ok thank you, we will relay that information but as mentioned, both the Monitor and CRO confirmed they did not receive a message. Did she confirm she actually left a voice mail? Please let us know when you have instructions.

Chris Armstrong

Goodmans LLP

416.849.6013

carmstrong@goodmans.ca

goodmans.ca

From: Angel Leung <aleung@poonho.ca>**Sent:** Wednesday, November 12, 2025 11:43 AM**To:** Armstrong, Christopher <carmstrong@goodmans.ca>; O'Neill, Brendan <boneill@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>**Cc:** Dunn, Mark <mdunn@goodmans.ca>**Subject:** RE: Motion Record - Responding Parties - Lin and Chang | The One - CV-25-00740512-00CL

Hi Chris,

Thanks to you and Jennifer for your e-mails. I am seeking instructions from my clients and will revert as soon as I can.

To answer your question about Ms. Lin's unanswered calls, she phoned the Monitor at 1-855-499-1480 and the CRO at 416-815-0298, which I note are the numbers provided on the Notice of Disclaimer she received. The calls went to voice mail.

Angel Leung, Associate**POON & HO LLP**

Barristers & Solicitors

200-7100 Woodbine Avenue

Markham, ON L3R 5J2

Tel. : (905) 305-1738 ext. 363**Fax :** (905) 305-1739**E-mail :** aleung@poonho.ca**Website :** www.poonho.ca

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From: Armstrong, Christopher <carmstrong@goodmans.ca>**Sent:** Wednesday, November 12, 2025 11:03 AM**To:** Angel Leung <aleung@poonho.ca>; O'Neill, Brendan <boneill@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>**Cc:** Ford Wong <fordwong@poonho.ca>; Rachel Lee <rlee@poonho.ca>; Dunn, Mark <mdunn@goodmans.ca>

Subject: RE: Motion Record - Responding Parties - Lin and Chang | The One - CV-25-00740512-00CL

Hi Angel,

I am following up on my email below and Jennifer's email circulating an NDA. Please let us know when you are able to discuss. If your client is not prepared to withdraw its objection, we will need to prepare a responding Monitor's Report that addresses this objection. Given the limited amount of time prior to the hearing we will need to do that by tomorrow, so we need to hear from you today.

Regards,

Chris

Chris Armstrong

Goodmans LLP

416.849.6013

carmstrong@goodmans.ca

goodmans.ca

From: Armstrong, Christopher

Sent: Tuesday, November 11, 2025 11:18 AM

To: 'Angel Leung' <aleung@poonho.ca>; O'Neill, Brendan <boneill@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>

Cc: Ford Wong <fordwong@poonho.ca>; Rachel Lee <rlee@poonho.ca>; Dunn, Mark <mdunn@goodmans.ca>

Subject: RE: Motion Record - Responding Parties - Lin and Chang | The One - CV-25-00740512-00CL

Hello Angel,

We have had a chance to review your client's motion record. We think a phone call may be helpful to discuss and try and address the concerns raised in their affidavit. To that end, we will send you a form of NDA for review and execution so that we can provide you with the analysis that supports the disclaimer of your client's Unit. Please let us know when you are available for a call later today or tomorrow morning. For clarity, the companies, with the support of the Monitor, intend to proceed with seeking a disclaimer of your client's CSA, but we think a phone call will be helpful in addressing the points you have raised and we are hopeful your client will agree to withdraw its objection on consent.

In addition, we note your client stated she tried to phone the Monitor and CRO and did not receive a call back. The Monitor and CRO have no record of your client attempting to contact them. Can you please advise who at the Monitor/CRO your client phoned and at what phone number(s) your client attempted to call the Monitor/CRO.

Regards,

Chris

Chris Armstrong

Goodmans LLP

416.849.6013

carmstrong@goodmans.ca

goodmans.ca

From: Angel Leung <aleung@poonho.ca>

Sent: Monday, November 10, 2025 9:02 PM

To: O'Neill, Brendan <boneill@goodmans.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>

Cc: Ford Wong <fordwong@poonho.ca>; Rachel Lee <rlee@poonho.ca>

Subject: Motion Record - Responding Parties - Lin and Chang | The One - CV-25-00740512-00CL

Dear Counsel,

Please see attached for the Motion Record of Yu-Chiao Chang, Hsin-Yi Lin, and Hung-Ming Kevin Lin, dated November 10, 2025, hereby served on you, for the motion returnable November 17, 2025.

Should you have access to this matter on Case Center, please invite me.

Angel Leung, Associate

POON & HO LLP

Barristers & Solicitors

200-7100 Woodbine Avenue

Markham, ON L3R 5J2

Tel. : (905) 305-1738 ext. 363

Fax : (905) 305-1739

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***** Attention *****

This communication is intended solely for the named addressee(s) and may contain information that is privileged, confidential, protected or otherwise exempt from disclosure. No waiver of confidence, privilege, protection or otherwise is made. If you are not the intended recipient of this communication, or wish to unsubscribe, please advise us immediately at privacyofficer@goodmans.ca and delete this email without reading, copying or forwarding it to anyone. Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON, M5H 2S7, www.goodmans.ca. You may unsubscribe to certain communications by clicking [here](#).

APPENDIX “G”
POTENTIALLY RETAINED SERVICE LETTER

ONE BLOOR WEST TORONTO GROUP (THE ONE) INC.

November 3, 2025

DELIVERED BY EMAIL ([Purchaser Email])

[Purchaser Name]

[Purchaser Address]

Dear Purchaser:

Re: Update on Status of Agreement of Purchase and Sale / Motion Materials for November 17 Hearing in Toronto, Ontario

Companies' Creditors Arrangement Act (Canada) ("CCAA") Proceedings of One Bloor West Toronto Group (The One) Inc. (f/k/a Mizrahi Development Group (The One) Inc.), One Bloor West Toronto Commercial (The One) LP (f/k/a Mizrahi Commercial (The One) LP), and One Bloor West Toronto Commercial (The One) GP Inc. (f/k/a Mizrahi Commercial (The One) GP Inc.) (collectively, the "Companies")

We are writing to you in your capacity as a purchaser of a residential condominium unit in the development project located at 1 Bloor Street West in Toronto, Ontario, previously marketed as "The One" (the "**Project**"), to provide an update regarding your Agreement of Purchase and Sale and to provide notice of the Companies' upcoming motion scheduled for November 17, 2025.

As you are aware, on October 18, 2023, pursuant to the Order (Appointing Receiver) of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), Alvarez & Marsal Canada Inc. ("**A&M**") was appointed as receiver and manager (in such capacity, the "**Receiver**") for the Project.

Following a competitive process, the Receiver and the Companies' senior lenders entered into a binding term sheet with Tridel Builders Inc. and certain of its affiliates (collectively, "**Tridel**"), which engaged Tridel as the project manager, construction manager and sales manager to complete the Project.

On April 22, 2025, the Court, among other things: (i) approved the engagement of Tridel, who became the project manager, construction manager and sales manager of the Project effective May 1, 2025; (ii) transitioned the receivership proceedings to proceedings under the CCAA to facilitate the completion of the development of the Project; (iii) approved a debtor-in-possession credit agreement in the amount of \$615 million to facilitate the completion of construction of the Project; (iv) appointed A&M as Monitor of the Companies under the CCAA (in such capacity, the "**Monitor**"); and (v) appointed FAAN Advisors Group Inc. as Chief Restructuring Officer of the Companies (in such capacity, the "**CRO**").

Additional information regarding the receivership proceedings and the CCAA proceedings is available on the Monitor's website at: <https://www.alvarezandmarsal.com/theone> (the "**Monitor's Website**").

CSA Plan and Status of Agreement of Purchase and Sale

As part of Tridel's mandate, Tridel has developed a plan (the "CSA Plan") in consultation with the Monitor and the CRO that, if approved by the Court, is expected to maximize the value of the Project, including by facilitating the introduction of a five-star luxury hotel brand to the Project and the sale of hotel-branded condominium units. With the addition of a prestigious luxury hotel brand, the Project is poised to offer an unparalleled living experience while increasing the value and desirability of each condominium unit.

Your Agreement of Purchase and Sale for a residential condominium unit in the Project (as may have been amended, restated, modified and/or supplemented from time to time, the "Agreement") is contemplated to be a "Potentially Retained CSA" within the meaning of the proposed CSA Plan. **This means that, at this time, the Agreement remains effective and the Companies intend to retain the Agreement, subject to certain conditions being met as outlined in the CSA Plan.** For clarity, although the vast majority of existing condominium sale agreements have been or will be disclaimed by the Companies pursuant to the proposed CSA Plan, your Agreement is not being disclaimed by the Companies at this time; provided, however, that the Companies reserve their right to disclaim the Agreement in the future in accordance with the terms of the proposed CSA Plan.

Tridel will be contacting you in the near term with detailed information regarding next steps, projected timelines, and the revitalized vision for the Project.

November 17 Hearing

We also wish to provide you notice that the Companies have scheduled a motion to be heard before the Court on **Monday, November 17, 2025, at 10:00 AM (Toronto time)**, to seek approval of the CSA Plan and certain related relief (the "November 17 Hearing"). The November 17 Hearing will take place **in person** at 330 University Avenue, Toronto, Ontario M5G 1R7. The Companies' motion materials in respect of the November 17 Hearing, which provide further details regarding the CSA Plan and related relief, are available on the Monitor's Website [here](https://www.alvarezandmarsal.com/theone-motion-materials) or at the following link: <https://www.alvarezandmarsal.com/theone-motion-materials>.

Should you have any questions regarding the above, or any other inquiries relating to the Project, please contact any of the following:

Monitor	theone@alvarezandmarsal.com	1-855-499-1480
CRO	theone@faanadvisors.com	416-815-0298

Yours truly,

ONE BLOOR WEST TORONTO GROUP (THE ONE) INC.



By FAAN Advisors Group Inc., solely in its capacity as CRO of the Companies and in no other capacity

APPENDIX “H”
EMAIL EXCHANGE WITH UNIT PURCHASER UNDER A POTENTIALLY
RETAINED CSA

From: [The One](#)
To: [REDACTED]
Cc: [The One](#); theone@faanadvisors.com
Subject: RE: Request for Disclaimer of Agreement of Purchase and Sale – Unit 6303, The One, 1 Bloor Street West, Toronto Court File No. CV-25-00623897-00CL

Good afternoon,

Thank you for your email.

At this time, the Companies are not in a position to agree that your Potentially Retained CSA shall become a Disclaimed CSA within the meaning of the proposed CSA Plan. Accordingly, the Companies intend to proceed with the approval of the CSA Plan in its current proposed form at the hearing on Monday, November 17. The Companies will be contacting you in the near term regarding the potential retention of your CSA to discuss the opportunity in further detail. The request you have made in your email below will be considered more fully at that time. In the meantime, the Monitor and the CRO are happy to schedule a call with you to discuss any questions you may have. Please let us know some dates/times you are available for a call next week.

Regards,

Alvarez & Marsal Canada Inc.

Solely in its capacity as court-appointed Monitor of
One Bloor West Toronto Commercial (The One) LP, One Bloor West Toronto Group (The One) Inc.,
and One Bloor West Toronto Commercial (The One) GP Inc.
(f/k/a Mizrahi Commercial (The One) LP, Mizrahi Development Group (The One) Inc., and
Mizrahi Commercial (The One) GP Inc.), and not in its personal or corporate capacity

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto ON M5J 2J1

General Inquiries - The One:
Toll Free: +1 855 499 1480
Email: theone@alvarezandmarsal.com
Website: <https://www.alvarezandmarsal.com/theone>



From: [REDACTED]
Sent: November 12, 2025 4:34 PM
To: The One <theone@alvarezandmarsal.com>; theone@faanadvisors.com
Subject: Request for Disclaimer of Agreement of Purchase and Sale – Unit 6303, The One, 1 Bloor Street West, Toronto Court File No. CV-25-00623897-00CL

 **[EXTERNAL EMAIL]: Use Caution**

Dear Sirs/Mesdames,

I am the purchaser of Unit 6303 in *The One Bloor West* project.

I acknowledge receipt of your November 3, 2025 letter indicating that my Agreement is considered a *Potentially Retained CSA* under the proposed CSA Plan.

After reviewing the CSA Plan details available, I respectfully request that my Agreement be included among the disclaimed agreements and that I participate in the Deposit Return Protocol on the same terms as the other purchasers.

This request is made in good faith for the following reason:

Material Project Redesign and Restructuring

The CSA Plan fundamentally changes the project that existed when I signed my Agreement in 2018. The residential portion has been reduced from approximately 476 to 411 units, certain floors and layouts have been re-allocated to a new five-star hotel component, Tridel Group has assumed development and management responsibility, and occupancy is now projected for 2027–2028. These changes represent a substantial reconfiguration of the project's structure, timeline, and commercial framework beyond what was contemplated in my original Agreement.

Accordingly, I respectfully request that my Agreement for Unit 6303 be deemed disclaimed as of October 24, 2025, and that I be included in the Deposit Return Protocol for the refund of my deposit plus applicable interest.

Preservation of Rights:

Given that the Court will consider approval of the CSA Plan on November 17, 2025, this request is made prior to that hearing to ensure my position is before the Court. If the Monitor and Vendor do not confirm inclusion of Unit 6303 among the disclaimed Agreements before that date, I respectfully ask that this correspondence be provided to the Court and treated as my formal written submission in lieu of attendance.

Thank you for your consideration.

Sincerely,

A black rectangular redaction box covering the signature.

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

Court File No. CV-25-00740512-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF ONE BLOOR WEST TORONTO GROUP (THE ONE) INC. AND ONE BLOOR
WEST TORONTO COMMERCIAL (THE ONE) GP INC.**

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

**SUPPLEMENTAL REPORT TO THE
SECOND REPORT OF THE MONITOR
NOVEMBER 14, 2025**

GOODMANS LLP

Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, ON 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
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Lawyers for Alvarez & Marsal Canada Inc., in its
capacity as Monitor