

Court File No. CV-23-00710795-00CL

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

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

and

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED
PARTNERSHIP, 1000162801 ONTARIO CORP., AMERICAN
CORPORATION and 1000199992 ONTARIO CORP.**

Respondents

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

**AFFIDAVIT OF FENGXI (FANSEAY) WANG
(sworn March 3, 2024)**

March 3, 2024

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**AFFIDAVIT OF FENGXI (FANSEAY) WANG
(sworn March 2, 2024)**

I, FENGXI (FANSEAY) WANG, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:

1. I am the sole officer and director of the Respondent, 2011836 Ontario Corp. (“**201 Corp.**”), which is the general partner of Jefferson Properties Limited Partnership (“**JPLP**”), and as such, I have personal knowledge of the matters to which I herein depose. Where the source of my information or belief is other than my own personal knowledge, I have identified the source and the basis for my information and believe it to be true. All references to currency in this Affidavit are references to Canadian dollars, unless otherwise indicated.

I. INTRODUCTION

A. Purpose of Affidavit

2. This Affidavit is sworn in response and opposition to the Receiver's Motion for an Order, among other things, increasing the amount of the Receiver's Borrowing Limit (as defined below) from \$9.5 million to \$20 million, and approving the Receiver's conduct and activities.

B. Appointment of Receiver Over the Project

3. Albert Gelman Inc was appointed as receiver and manager (in such capacity, the "**Receiver**") of all property, assets and undertaking ("collectively, the "**Property**") of 201 Corp. and JPLP pursuant to the Order of the Honourable Justice Cavanagh dated December 21, 2023 (the "**Receivership Order**"), on the application of the first mortgagee, Cameron Stephens Mortgage Capital Ltd. ("**Cameron Stephens**"). A copy of the Receivership Order is attached as **Exhibit "A"** hereto.

4. The Property includes, among other things, the approximately 2.6-acre parcel of land municipally known as 39, 53, and 67 Jefferson Side Road, Richmond Hill, Ontario (the "**Jefferson Properties**"). The Jefferson Properties were intended for a development known as "Richmond Hill Grace", which was to consist of 96 residential units composed of 60 stacked townhomes and 36 standard townhomes (the "**Project**"). The Project has not yet been completed.

5. Pursuant to the Order of the Honourable Justice Steele dated February 2, 2024, among other things, the maximum amount the Receiver is authorized to borrow was increased to \$9.5 million (the "**Receiver's Borrowing Limit**"). A copy of the Order dated February 2, 2024 is attached as **Exhibit "B"** hereto.

C. Concerns Regarding Administration

6. I have closely monitored the Receiver's administration of the receivership and management of the Properties, as the ultimate result will have a significant financial impact on me. I have significant concerns with what I have seen thus far, and for the reasons more particularly set out below I oppose certain of the relief sought by the Receiver.

II. BASES FOR OPPOSITION

A. Increase to Borrowing Limit

7. I oppose any increase to the Receiver's Borrowing Limit at this time. Based upon the Receiver's Second Report dated February 26, 2024 (the "**Second Report**"), the Receiver does not yet have an up-to-date budget for completion of the Project as it is still being prepared by its new construction manager, Elevate Construction Management ("**Elevate**"). I believe that it is premature for the Receiver to seek an increase to the Borrowing Limit until it has an accurate, reliable budget in support of its request.

8. Elevate has made a preliminary estimate of at least \$23 million for the cost to complete the Project (excluding interest and financing charges).¹ Notably, this is inconsistent with the previous estimate of approximately \$28 million set out in the QS report. But in any case, it is very troubling that the Receiver now seeks authority to borrow an amount – up to \$20 million – that would be insufficient to fund completion of the Project even based on Elevate's lower preliminary assessment, without any financing commitment for the remaining costs.

¹ Second Report at para. 88.

9. I believe it would be commercially unreasonable and reckless to burden the Property with substantial additional debt absent an accurate, reliable budget and a coherent, executable plan to complete construction of the Project.

10. The Receiver's response to the possibility that it will be unable to secure funding to complete the Project is also very troubling:

“In the event that Cameron Stephens is either unable or unwilling to fund the continued construction of the Project, the Receiver will be required to re-evaluate its approach with respect to these Receivership proceedings and, specifically, the feasibility of completing the construction of the Project.”²

11. I am very concerned with the Receiver's apparent nonchalance at the possibility of wasting \$20 million on construction that it ultimately may not be able to complete due to lack of sufficient funding. In my view, the appropriate time to evaluate the feasibility of completing the Project – including the availability of sufficient funding – would be prior to spending an additional \$20 million on construction.

12. It is also notable that the Receiver made the decision to complete the construction without first obtaining an appraisal of the Jefferson Properties on an “as is” basis.³ I don't understand how the Receiver could have reasonably concluded that completing construction of the Project would be more financially beneficial than selling it in its current state, when the Receiver has neither an accurate construction budget for completion nor a reliable expert appraisal of its current value. In

² Second Report at para. 53.

³ Second Report at para. 96(j).

my view, the Receiver required both to be in a position to make a reasonable commercial determination in that regard.

13. Consequently, I ask that the Court dismiss the Receiver's Motion to increase the Receiver's Borrowing Limit, on the basis that it is premature, commercially unreasonable and unsupported by reliable evidence.

B. Approval of Conduct

14. The Receiver seeks an Order approving its conduct and activities as set out in the Second Report. I oppose the Receiver's request.

15. I am extremely concerned with the general lack of any significant progress on the Project since the Receiver's appointment. I also have many concerns regarding the manner in which the Receiver has managed the Property, and I believe that the Receiver's decisions have already resulted in significant additional financial loss including its decision to complete construction rather than sell "as is", dismissal of the former construction manager and other key personnel and contractors without appropriately managing the transition, repeated Project site shut-downs due to lack of appropriate personnel, failure to properly communicate with trades, inappropriate hiring / retention decisions, and failure to pay trades on time. A number of my concerns are set out in a letter from my counsel, Miller Thomson LLP, to the Receiver dated February 28, 2024. A copy of this letter is attached hereto as **Exhibit "C"**.

16. The Receiver's failure to appropriately address these issues on a timely basis has already created additional cost and delay, and has exposed the Project to substantial risk of additional loss going forward. For example, despite my advice and reminders to the Receiver regarding the

urgency, the Receiver's inexplicable failure to send notice of delays to purchasers may cause up to \$600,000 in additional loss due to the applicable Tarion penalties. Attached hereto as **Exhibit "D"** is a copy of one of communications to the Receiver regard the Tarion issue.

17. Similarly, the Receiver's delay in paying the trade creditors on a reasonable timeline following its appointment (despite the Receiver's assurances that they would be paid) has poisoned these relationships and has resulted in numerous additional liens on the Project. The previous construction manager, Core Construction, and certain trade creditors have sent multiple payment requests to the Receiver, warning the Receiver of possible project delays should payments not be made in a timely manner. Attached hereto as **Exhibit "E"** are copies of relevant communications to the Receiver.

18. Upon Elevate's announcement of the shutting down of site operations due to health and safety concerns, I promptly furnished the Receiver with third-party health and safety reports, showing the site's operations met all applicable health and safety standards. I proposed segregating affected areas, and making necessary fixes while allowing the unaffected parts of the site to continue development, being mindful of the already existing delays to the development schedule. The Receiver did not respond to my concerns and shut down the development. As of today, the site remains closed for what is now five weeks. Attached hereto as **Exhibit "F"** is a copy of the relevant third-party health and safety report.

19. The Receiver has been silent with respect to an updated development schedule. Many of the trades have now left due to the closing of the site. The Receiver's conduct and activities, for

which the Receiver seeks this Court's approval, likely caused irreparable harm to the viability of the project.

C. Information & Project Site Access

20. The Receiver notes that Cameron Stephens is:

“...concerned about the additional costs of the Receiver and its legal counsel being incurred to respond to the repeated requests for information, documents and site visits by Wang in respect of his attempt to refinance the Project (which Cameron Stephen and the Receiver do not view as credible or viable at this time).”⁴

21. Notwithstanding the views of Cameron Stephens or the Receiver, I have been working very productively with several parties interested in a refinancing or other type of transaction in connection with the Jefferson Properties and the Project, and some of these discussions have progressed to the point that further information and Project site visits are now required if we are to continue moving forward.

22. I note that we are also still awaiting most of the information requested in our counsel's information request to the Receiver dated January 30, 2024 (the “**Information Request**”). A copy of the Information Request is attached hereto as **Exhibit “G”**.

23. The Receiver has thus far provided very little of the information requested in the to the Information Request. A copy of the Receiver's response dated February 1, 2024 is attached hereto as **Exhibit “H”**.

⁴ Second Report at para. 50-51.

24. By email to Receiver's counsel dated March 2, 2024, my counsel requested that the Receiver arrange for Project site access on Tuesday March 5, 2024 in connection with a potential transaction. My counsel also provided the Receiver with a copy of letter of intent from the prospective counterparty, which is well-established in the Toronto real estate industry. However, thus far the Receiver has refused to confirm that it will provide the requested access.

25. I do not believe that the Receiver should be taking direction from Cameron Stephens in this regard, and I am very concerned that the Receiver will attempt to use Cameron Stephens' objections as a basis upon which to refuse to provide me with information, or to provide potential financiers with access to the Project site, and thereby frustrate my efforts.

26. I intend to continue to work with the Receiver to ensure that any requests for information or Project site access are properly scheduled and controlled and are otherwise managed as efficiently as possible. Attached hereto as **Exhibit "I"** is a copy of Transfer Package we provided to the Receiver, with all details of projects, to enable the Receiver to continue the operation as seamlessly as possible.

27. If my requests that the Receiver provide information and reasonable Project site access are accommodated then I remain confident that I will be able to secure a refinancing or other transaction sufficient to pay Cameron Stephens and the other creditors, on a much shorter timeline than that currently contemplated by the Receiver. I believe that this would be in the best interests of all stakeholders.

III. CONCLUSION

28. I swear this affidavit in response and opposition to the Receiver's Motion for an Order, among other things, increasing the amount of the Receiver's Borrowing Limit from \$9.5 million to \$20 million, and approving the Receiver's conduct and activities, and for no other or improper purpose or delay.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 3rd day of
March, 2024 in accordance with O. Reg.
431/20 Administering Oath or Declaration
Remotely

DocuSigned by:
Patryk Sawicki
99FE2CFF19D7432...

Commissioner for Taking Affidavits
PATRYK SAWICKI

DocuSigned by:
Fengxi Wang
14670F1160DF4B2...

FENGXI (FANSEAY) WANG

This is Exhibit "A", referred to in the Affidavit of Fengxi (Fanseay) Wang, sworn by Fengxi (Fanseay) Wang, off the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI



Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE CAVANAGH

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THURSDAY, THE
21st DAY OF DECEMBER, 2023

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION and 1000199992
ONTARIO CORP.

Respondents

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

**ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Albert Gelman Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively the "Debtors") including the real property listed in Schedule "A" hereto (which assets and real property are hereinafter collectively referred to as the "Property"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of John David sworn December 6, 2023, the Supplementary Affidavit of John David sworn December 15, 2023, and Further Supplementary Affidavit of John David sworn December 20, 2023, with all Exhibits thereto, and on reading the Affidavit of Fengxi Fansey Wang sworn December 14, 2023, with all Exhibits thereto and on hearing the submissions of counsel for the Applicant and the Respondents, and on the Respondents consenting to the amount of the Receiver's borrowing charge, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Albert Gelman Inc. is hereby appointed Receiver, without security, of the Property.

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- c) to manage, operate and carry on business of the Debtor and complete construction of the Property including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or cease to perform any contracts of the Debtors in respect of the Property;

- d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets in respect of the Property or any part or parts thereof;
- f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors in respect of the Property and to exercise all remedies of the Debtors in respect of the Property in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- g) to settle, extend or compromise any indebtedness owing to the Debtors;
- h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000.00 provided that the aggregate consideration for all such transactions does not exceed \$1,000,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtors;
- q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

- s) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making

copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts"). For certainty, all receipts shall be deposited into the Post Receivership Accounts and all Permitted Disbursements (defined below) shall be drawn from the Post Receivership Accounts. "Permitted Disbursements" shall include but shall not be limited to realty taxes, utilities, insurance, construction and related costs, maintenance expenses, other reasonable expenses, and business expenses. The monies standing to the credit of

such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or

other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$7,000,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.albertgelman.com/corporate-solutions/other-engagements/>.

25. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors’ creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

26. **THIS COURT ORDERS** that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver’s powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use the solicitors for the Applicant herein as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of each of the Debtors.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Property with such priority and at such time as this Court may determine.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



Digitally signed by
Mr. Justice
Cavanagh

SCHEDULE "A"

THE DEBTOR'S REAL PROPERTY

PIN No. 03208 – 3229 (LT): Block 1, Plan 65M4637; Subject to an Easement as in YR2622073; Subject to an Easement as in YR2644669; Subject to an Easement in Gross as in YR2817498; City of Richmond Hill; and

PIN No. 03208 – 3230 (LT): PT LTS B&C, Plan 1916 Being Part 3; Plan 65R-37587; Subject to an Easement as in YR2622073; Subject to an Easement as in YR2644669; Subject to an Easement in Gross as in YR2817498; City of Richmond Hill;

Municipal address: 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of all present and future assets, properties and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively the "Debtors") including the real property listed in Schedule "A" hereto (collectively the "**Property**") as such terms are defined in the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 21st day of December 2023 appointing the Receiver (the "**Order**") made in an Application having Court file number CV-23-00710795-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

33. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

34. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

35. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

36. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

37. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

38. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2023.

Albert Gelman Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

CAMERON STEPHENS MORTGAGE 2011836 ONTARIO CORP., et al.
CAPITAL LTD. and
Applicant Respondents

Court File No./N° du dossier du greffe : CV-23-00710795-00CL

Court File No. CV-23-00710795-00CL

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

Proceeding commenced at Toronto

ORDER

GARFINKLE BIDERMAN LLP
Barristers & Solicitors
1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Wendy Greenspoon-Soer – LSO#: 34698L
Tel: 416-869-1234
Email: wgreenspoon@garfinkle.com

Lawyers for the Applicants,
Cameron Stephens Mortgage Capital Ltd.

File Number: 6243-679

This is Exhibit "B", referred to in the Affidavit of Fengxi (Fanseay) Wang, sworn by Fengxi (Fanseay) Wang, off the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY, THE 2ND
	)	
JUSTICE STEELE	)	DAY OF FEBRUARY, 2024

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondent

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

ORDER

(Approving Increased Borrowing by Receiver)

THIS MOTION, made by Albert Gelman Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively, the “**Debtors**”), including the real property listed in Schedule “A” to the order of Justice Cavanagh, dated December 21, 2023 (the “**Receivership Order**”), for an order amending the Receivership Order was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion of the Receiver, the First Report of the Receiver dated January 18, 2024, the Supplementary Report of the Receiver dated January 28, 2024, the Second Supplementary Report of the Receiver dated February 1, 2024 and on hearing the submissions of counsel for the Receiver and the other parties listed on the

counsel slip, no one appearing for any other party although duly served as appears from the Lawyer's Certificates of Service of Ryan Shah, dated January 22, 26, 29 and February 1, 2024;

A. Service

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated that this Motion is properly returnable today and hereby dispenses with further service thereof.

B. Receiver Borrowings

2. THIS COURT ORDERS THAT paragraph 20 of the Receivership Order is hereby amended by replacing the existing reference to "\$7,000,000" to "\$9,500,000" such that, after giving effect to such an amendment, paragraph 20 of the Receivership Order shall provide as follows:

THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$9,500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

C. Sealing Order

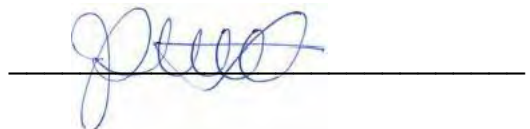
3. THIS COURT ORDERS THAT the report of Glynn Group Incorporated, dated January 11, 2024, being Confidential Appendix A to the First Report of the Receiver, dated January 18, 2024 (the "First Report"), shall be treated as confidential, sealed and not form part of the public court record until the Project (as defined in the First Report) is complete and all of its units are sold or until further order of the Court.

D. General

4. THIS COURT ORDERS that the First Report, the Supplementary Report of the Receiver dated January 28, 2024, the Second Supplementary Report of the Receiver dated February 1, 2024 and the conduct and activities of the Receiver set out therein be and are hereby approved.

5. THIS COURT ORDERS that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way that approval of the First Report, the Supplementary Report of the Receiver dated January 28, 2024 and the Second Supplementary Report of the Receiver dated February 1, 2024 detailed in paragraph 4 above.

6. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.



**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**

Applicant

and

2011836 ONTARIO CORP., et al.

Respondents

Court File No. CV-23-00710795-00CL

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

Proceeding commenced at Toronto

**ORDER
(Approving Increased Borrowing by Receiver)**

Paliare Roland Rosenberg Rothstein LLP

155 Wellington Street West, 35th Floor

Toronto ON M5V 3H1

Tel: 416.646.4300

Fax: 416.646.4301

Jeffrey Larry (LSO# 44608D)

Tel: 416.646-4330

jeff.larry@paliareroland.com

Ryan Shah (LSO# 88250C)

Tel: 416.646-6356

ryan.shah@paliareroland.com

Lawyers for the Receiver, Albert Gelman Inc.

This is Exhibit "C", referred to in the Affidavit of Fengxi (Fanseay) Wang, sworn by Fengxi (Fanseay) Wang, of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

February 28, 2024

Sent via E-mail

Greg Azeff
Direct Line: 416.595.2660
Direct Fax: 416.595.8695
gazeff@millerthomson.com

Private and Confidential

**Albert Gelman Inc., in its capacity as
Court-appointed Receiver of
2011836 Ontario Corp. et al.**
250 Ferrand Dr., Suite 403,
Toronto, Ontario
M3C 3G8

Attention: Bryan Gelman

Dear Mr. Gelman:

Re: Receivership of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership

As you know, we are counsel to Mr. Fengxi (Fansey) Wang, the principal of 2011836 Ontario Corp. and its affiliates and subsidiaries (collectively, the “**Debtors**”), which owns the real property and development project known as “Richmond Hill Grace” in Richmond Hill, Ontario (the “**Site**”).

Our client still has not received most of the information requested prior to the most recent Court attendance, despite assurances from the Receiver. Our client continues to have significant concerns regarding the Receiver’s administration of the receivership and management of the Site.

As you know, our client has significant financial exposure with respect to the Site. In our client’s view the Receiver has failed to discharge its duties in a commercially reasonable manner, potentially leading to substantial additional loss for our client. We take this opportunity to summarize several of our client’s concerns.

1. Unreasonable delay

The Receiver was appointed on December 21, 2023, and a \$7 million credit facility was approved. On December 22 and 23, our client delivered all operating, accounting, banking, financial and construction documentation and information to the Receiver. Between December 24 and 31, our client sent numerous emails to the Receiver stressing the importance of maintaining the construction schedule, paying trade suppliers and managing the budget.

Unfortunately, the Receiver failed request funds from the approved financing and consequently the Receiver did not pay trade suppliers for more than 3 weeks after its appointment. In

addition, the Receiver's delay has destroyed the construction schedule, causing considerable unrecoverable loss.

On January 24, 2024, the Receiver dismissed the previous construction manager, with which the Receiver had worked for approximately four months prior to the receivership and which the Receiver had endorsed to complete the project. The Receiver did not appoint a new construction manager until the termination was complete, and thus failed to manage the transition or knowledge transfer process. The Receiver then announced that the Site would be shut down for an additional two weeks due to supposed "health and safety issues". However, our client advises that no such issues existed; the additional delay was in fact caused by the new construction manager's unfamiliarity with the project.

On February 13, 2024, the Receiver advised that the Site would be shut down for an additional three weeks. Our client advises that this closure is continuing.

This delay has also caused a number of trades to lose confidence and pursue remedies such as lawsuits or lien rights, resulting in additional costs and delays.

2. Failure to manage budget

Our client is of the view that the Receiver has failed to properly manage the budget or oversee the construction process, and is disseminating inaccurate information to stakeholders regarding the status of the project.

The Receiver continues to use a deficiency list with over 260 items on it. However, in the affidavit used in support of the initial receivership application stated that 90 percent of the deficiencies have been addressed. The Receiver has failed to update its deficiency list to reflect this.

The Receiver has also failed to address the many glaring errors in the QS report including the amount of owners' equity and the construction budget itself.

The budget is particularly troubling as the Receiver has doubled the cost of a number of amounts supposedly payable to trades. Our client advises that he has discussed the increases with the trades in question, and all have confirmed that they did not request the increase. Our client requires that the Receiver immediately explain its reasoning for these increases.

Our client advises that the new budget was prepared by the Receiver and QS without consulting the previous construction management team, despite its familiarity with all aspects of the cost structure. Our client is concerned that this has resulted in an overinflated cost projection.

3. Failure to deliver occupancy notices

On January 6, 2024, our client again advised the Receiver of the importance of delivering notice to Tarion in accordance with the applicable regulations. The Receiver advised that it would deal with the issue, but failed to do so.



On February 9, 2024, our client emailed the Receiver to advise of the necessity of delivering notice regarding the delayed occupancy to purchasers. However, we are advised that the Receiver has failed to provide the requisite notice to purchasers or otherwise communicate the delay, potentially leading to additional losses of \$7,500 per purchaser.

4. Frustration of re-financing efforts

The Receiver has continuously frustrated our client's efforts to secure re-financing.

The Receiver has refused to allow our client to conduct site visits with potential lenders (despite our client's redemption rights), or to speak with the QS company regarding its report and the plethora of errors contained therein. As a result, the Receiver (and any third parties) are relying on flawed and misleading information, but the Receiver has failed to address this problem.

Between January 15 and 30, our client repeatedly requested a statement of accrued receivership costs, accounts payable, accounts receivable and other financial information in order to facilitate its re-financing efforts. The Receiver has thus far refused to provide any of this information.

Conclusion

Our client continues in its re-financing efforts and has made significant progress in this regard. We will be contacting you in short order to arrange for Site visits for the potential lenders. While we recognize that such access must be managed, the Receiver cannot simply refuse to provide it as this would prevent our client from finalizing any re-financing. Accordingly, we trust that the Receiver will cooperate in this regard.

Please do not hesitate to contact the undersigned with any questions or comments.

Yours truly,

MILLER THOMSON LLP

Per:



Greg Azeff
Partner
GA/sg



This is Exhibit "D", referred to in the Affidavit of Fengxi (Fanseay) Wang, sworn by Fengxi (Fanseay) Wang, of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI

From: Dan Woo <dwoo@albertgelman.com>
Subject: RE: Urgent Notice to Purchasers
Date: December 22, 2023 at 1:06:47 PM EST
To: Fanseay Wang <fanseayw@grandgracedevelopment.com>
Cc: Tom McElroy <tmcelroy@albertgelman.com>, Jessica S
<jessicas@grandgracedevelopment.com>

Thank you Fanseay.

Tom and I communicate very regularly throughout the day. I will speak with him.

Dan Woo, CPA, CMA, CIRP, Licensed Insolvency Trustee (LIT)
Managing Director (Prairies) – Financial Restructuring Group



Albert Gelman Inc. | T: 416.504.1650 ext. 127 or 780.666.9019 | M:
780.660.4068
| E: dwoo@albertgelman.com |

From: Fanseay Wang <fanseayw@grandgracedevelopment.com>
Sent: Friday, December 22, 2023 11:05 AM
To: Dan Woo <dwoo@albertgelman.com>
Cc: Tom McElroy <tmcelroy@albertgelman.com>; Jessica S
<jessicas@grandgracedevelopment.com>
Subject: Fwd: Urgent Notice to Purchasers

Hi Dan,

I realized Jessica only sent to Tom after the meeting, I hope we are all on same table.

From **James** James@grandgracedevelopment.com 

: 回复

Date:

To: S jessicas@grandgracedevelopment.com Tom McElroy

Cc: Wang fanseyw@grandgracedevelopment.com, Dan Woo dwoo@albertgelman.com

J

Hi Tom,

Please find the latest delay notices sent to purchasers for Block A-H

As for Block I, we have sent the latest notices last Thursday, and I don't have copies with me, also I can't not access the info@richmondhillgrace.com

Regards

James



发件人: [Jessica S](#)

发送时间: 2023年12月23日 16:56

收件人: [Tom McElroy](#)

抄送: [Fansey Wang](#); [Dan Woo](#); [James](#)

主题: Re: Urgent Notice to Purchasers

Hi Tom,

James will send you all the most recent notices to our 79 purchasers this evening.

Best regards,

Jessica Wang

VP, Marketing & Customer Relations

Grand Grace Development

On Dec 23, 2023, at 16:09, Tom McElroy <tmcelroy@albertgelman.com> wrote:

Thank you Jessica. Please send us copies of the most recent notices set to each of the purchasers.

Tom McElroy CPA CA CRV CFP® CIT

TOM MCELROY, CMA, CPA, CFP, CMAA, FRM
Managing Director (Ontario)



Albert Gelman Inc. | T: 416.504.1650 ext. 117# | F: 416.504.1655 | E:
tmcelroy@albertgelman.com | 250 Ferrand Dr., Suite 403, Toronto, ON M3C
3G8 | www.albertgelman.com

This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us by reply e-mail and immediately and permanently delete this message and any attachments. Thank you.

From: Jessica S <jessicas@grandgracedevelopment.com>
Sent: Friday, December 22, 2023 11:48 AM
To: Tom McElroy <tmcelroy@albertgelman.com>
Cc: Fanseay Wang <fanseayw@grandgracedevelopment.com>
Subject: Urgent Notice to Purchasers

Hi Tom,

Please check with Core if we are still on track for Block D, F and Block B as the dates we notified our customers are as attached.

Block D: seems to be meeting the schedule for interim occupational on Jan 31,2024.

Block F: Ana told James recently that there may be 1 month delay for interim occupancy also set as Jan 31,2024

Block B: Interim occupancy set on March 31,2024. **If any delays to Block B, the notice needs to be emailed to customers by Dec 31, 2023 with new critical dates.**

Thanks,

Jessica Wang
VP, Marketing & Customer Relations
Grand Grace Development

CORE CONSTRUCTORS LTD.

GRAND GRACE DEVELOPMENT

Section – 9 Project Closing Dates :

REV. 1 DECEMBER 14, 2023	CURRENT PDI/CLOSING DATES	Occupancy Dates as per Owner	2nd Notice by Owners for Occupancy
BLOCK A	26-Feb	28-Feb	N/A
BLOCK B	28-Mar	31-Mar	N/A
BLOCK C	12-Feb	28-Feb	N/A
BLOCK D	29-Jan	31-Jan	N/A
BLOCK E	18-Feb	28-Feb	N/A
BLOCK F	29-Jan	31-Jan	N/A
BLOCK G	01-Apr	Feb-29	10-Apr
BLOCK H	02-May	30-Apr	30-Apr
BLOCK I	08-Apr	15-Mar	20-Apr



Most updated
Delay n...ces.zip

The date is critical, as soon as you confirmed on site, someone needs to notice clients to avoid the penalty.



Fanseay Wang

President

Together we create communities!

Begin forwarded message:

From: Jessica S <jessicas@grandgracedevelopment.com>

Subject: Urgent Notice to Purchasers

Date: December 22, 2023 at 11:48:23 AM EST

To: "tmcelroy@albertgelman.com" <tmcelroy@albertgelman.com>

Cc: Fanseay Wang <fanseayw@grandgracedevelopment.com>

Hi Tom,

Please check with Core if we are still on track for Block D, F and Block B as the dates we notified our customers are as attached.

Block D: seems to be meeting the schedule for interim occupational on Jan 31,2024.

Block F: Ana told James recently that there may be 1 month delay for interim occupancy also set as Jan 31,2024

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Thanks,

Jessica Wang
VP, Marketing & Customer Relations

Grand Grace Development

CORE CONSTRUCTORS LTD.

GRAND GRACE DEVELOPMENT

Section – 9 Project Closing Dates :

REV. 1 DECEMBER 14, 2023	CURRENT PDI/CLOSING DATES	Occupancy Dates as per Owner	2nd Notice by Owners for Occupancy
BLOCK A	26-Feb	28-Feb	N/A
BLOCK B	28-Mar	31-Mar	N/A
BLOCK C	12-Feb	28-Feb	N/A
BLOCK D	29-Jan	31-Jan	N/A
BLOCK E	18-Feb	28-Feb	N/A
BLOCK F	29-Jan	31-Jan	N/A
BLOCK G	01-Apr	Feb-29	10-Apr
BLOCK H	02-May	30-Apr	30-Apr
BLOCK I	08-Apr	15-Mar	20-Apr

From: Jessica S <jessicas@grandgracedevelopment.com>
Subject: Status of Urgent Notices to Purchasers
Date: January 6, 2024 at 2:40:19 PM EST
To: Dan Woo <dwoo@albertgelman.com>, tom McElroy <tmcelroy@albertgelman.com>
Cc: fanseay Wang <fanseayw@grandgracedevelopment.com>

Hi Dan and Tom,

We received a phone call from a Block F purchaser who is eager to move in but concerned about the construction status. He and his wife recently drove by our site and are worried that their home won't be ready by Jan 31, 2024 as we last notified them. Apparently they haven't received the delay notice that we considered necessary as per our urgent email to you on Dec 22, 2023 and subsequent emails to Ana Cosic on Dec 23 & 24 (which you were both copied on as you instructed).

As per the attached two email chains where sections about Block F are highlighted, its finishing schedule needs to be addressed urgently by Core and be communicated promptly to purchasers if delay is anticipated, because purchasers are already preparing for the interim closing including arranging living arrangements, finalizing mortgages and other requirements with their lawyers. They are entitled to compensation should delay in occupancy not notified to them in a timely manner.

Please see attached two email chains with the paragraph re: Block F highlighted and let us know the status. We hope that our concern is unwarranted, otherwise, we are ready to offer any input or assistance if needed and appropriate.

Thank you,

Jessica Wang
VP, Marketing & Customer Relations
Grand Grace Development

From: Fansey Wang fanseyw@grandgracedevelopment.com
Subject: Notice: Receiver's Failing to Send Delay Notice in Time as per Tarion

FW

Date: February 9, 2024 at 3:41 PM

To: Dan Woo dwoo@albertgelman.com

Cc: Tom McElroy tmcclroy@albertgelman.com, Bryan Gelman bgelman@albertgelman.com, Jeffrey Larry jeff.larry@paliaroland.com, Gregory Azeff gazeff@millertthomson.com, Jordan Kupinsky jordan.kupinsky@windsorgp.com, John David jdavid@cameronstephens.com

Dear Dan,

It is a serious issue that this puzzle is still missing, Tarion requires a consistent communication with purchasers, to keep them informed on any delay.

We have all under control before the receivership, and we passed all necessary information in transfer package, introducing the customer service team. Also at that time you mentioned you made sure all were managed.

If you look at the information below, these imd occupancy clients dont even know who to speak to, I believe no notice has been sent, or at least sent as it should have sent!

We would require an investigation on this from you, the \$7500 X 79, about half million dollars loss need to have someone be responsible.

As the owner, we are not going to sit down quiet.

Yours Sincerely,



Fansey Wang
President

Together we create communities!

Begin forwarded message:

From: Jessica S <jessicas@grandgracedevelopment.com>
Subject: Receiver's Failing to Send Delay Notice in Time as per Tarion
Date: February 8, 2024 at 3:09:37 PM EST
To: Fansey Wang <fanseyw@grandgracedevelopment.com>
Cc: James <james@grandgracedevelopment.com>

Receiver has not sent delay notice to purchasers as per Tarion despite our first email to them the day they took over the project on Dec 22 and subsequent reminders to them. We will hold them responsible for the compensation that purchasers are entitled to at \$7500 + per purchased home.

Attached are:

- Emails from POTL 16 and 18 (both are in Block C with Feb 28 as tentative occupancy date which show that no notices have been sent to them;
- Email chains 1 and 2 both contains our communication reminding and offering help to send timely delay notices to purchasers;
- Document from Tarion which include information on critical dates and 90 days notices requirement.
- Screenshot from Tarion's website showing compensation for failing to close before firm closing dates (could be from not sending timely notices resulting



About

Homeowners

Condo Corporations

Builders

Industry Professic



Compensation Delays for Condominiums

If you delay occupancy beyond the firm occupancy date and no exceptions apply — such as a mutual agreement to extend the occupancy date or an unavoidable delay — you must provide compensation to the purchaser.

The maximum amount of compensation under the warranty is \$7,500. This includes:

\$150 per day for direct living expenses (such as accommodation and meals) for each day of delay until the date of occupancy or termination of the purchase agreement (if applicable); and,
Any other expenses incurred by the purchaser as a result of the delay, such as moving or storage costs.
The purchaser is not required to provide receipts for direct living expenses but must provide receipts if they are seeking compensation for other costs such as moving and storage.

Compensation Delays for Freehold Homes

If you delay closing beyond the firm closing date and no exceptions apply — such as a mutual agreement to extend the closing date or an unavoidable delay — you must provide compensation to the purchaser.

The maximum amount of compensation under the warranty is \$7,500. This includes:

\$150 per day for direct living expenses (such as accommodation and meals) for each day of delay until the date of closing or termination of the purchase agreement (if applicable); and,
Any other expenses incurred by the purchaser as a result of the delay, such as moving or storage costs.
The purchaser is not required to provide receipts for direct living expenses but must provide receipts if they are seeking compensation for other costs such as moving and storage.

Jessica Sun MBA, CGA

VP, Marketing & Customer Relations

Phone: +1-905-660-6880

Email: jessicas@grandgracedevelopment.com

Address: 8000 Jane St, Suite 300, Vaughan, ON, Canada L4K 3W4

Website: www.grandgracedevelopment.com



POTL 16
Richmo...rtfd.zip



RE_ Urgent
Notice...rtfd.zip



Richmond Hill
Grace...rtfd.zip



Status of Urgent
Notice...rtfd.zip



CriticalDates_Fr
eehold...20.pdf

发件人: JTTJ93 <johnyt939@gmail.com>

发送时间: Tuesday, February 6, 2024 8:37:48 PM

收件人: Grace, Richmond Hill <info@richmondhillgrace.com>; James <james@grandgracedevelopment.com>

主题: Richmond Hill Grace POTL 18 Closing

Hello!

Happy new year and we hope you have been doing well.

We're writing this email as we have not received any updates since the last document containing the new set of closing dates.

When will the builder be ready to send out a firm closing notice or delayed closing notice regarding our POTL?

We're in the process of organizing our finances in order to prepare for closing and it would be much easier to plan out our options if we are able to get specific dates.

Also are there any updates pertaining to if the builder managed to sell the remaining units in the project?

Thank you,
Ying and Johny

发件人: Harpreet Guzman <harpz.s@gmail.com>

发送时间: Wednesday, February 7, 2024 11:53:38 AM

收件人: James <james@grandgracedevelopment.com>

主题: POTL 16 Richmond Hill Grace

Hi James,

Thank you for forwarding my e-mail and inquiries to the appropriate parties.

Within the notice of the Second Unavoidable Delay, a list of 4 important days were provided. The first one bring February 28, 2024, at the first occupancy closing date. I am looking for confirmation of we will be closing on this date, and if we aren't, why we were notice provided notice before the 30 day mark as per Tarion 's guidelines?

I have found online that the developer had going into receivership. What impact does that have on the buyers? This happened on December 21, 2023. If there is any impact, why were we not informed?

Best regards,

Harpreet Guzman
416-388-9046

Statement of Critical Dates
Delayed Closing 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: *Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca to confirm a vendor's licence status prior to purchase as well as to review advice about buying a new home. 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. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, 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 _____
Full Name(s)
PURCHASER _____
Full Name(s)

1. Critical Dates
The **First Tentative Closing Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the ____ day of _____, 20____.

A **Second Tentative Closing Date** can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: the ____ day of _____, 20____.

The Vendor must set a **Firm Closing Date** by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: the ____ day of _____, 20____.

If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Closing Date.

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date: This **Outside Closing Date** could be as late as: the ____ day of _____, 20____.

2. Notice Period for a Delay of Closing
Changing a Closing date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Closing twice by up to 120 days each time by setting a Second Tentative Closing Date and then a Firm Closing Date in accordance with section 1 of the Addendum but no later than the Outside Closing Date.
Notice of a delay beyond the First Tentative Closing Date must be given no later than: the ____ day of _____, 20____.
(i.e., at least **90 days** before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.
Notice of a second delay in Closing must be given no later than: the ____ day of _____, 20____.
(i.e., at least **90 days** before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

3. Purchaser's Termination Period
If the purchase of the home is not completed by the Outside Closing 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 ____ day of _____, 20____.

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed closing 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 ____ day of _____, 20____.
VENDOR: _____ PURCHASER: _____

Addendum to Agreement of Purchase and Sale
Delayed Closing 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 purchase is in substance a purchase of freehold land and residential dwelling. This Addendum contains important provisions that are part of the delayed closing 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 CLOSING 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

Full Name(s)			
HCRA Licence Number		Address	
Phone	City	Province	Postal Code
Fax	Email*		

PURCHASER

Full Name(s)				
Address		City	Province	Postal Code
Phone				
Fax		Email*		

PROPERTY DESCRIPTION

Municipal Address		
City	Province	Postal Code
Short Legal Description		
Number of Homes in the Freehold Project _____ (if applicable – see Schedule A)		

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision. ☐ Yes ☐ No
If yes, the plan of subdivision is registered. ☐ Yes ☐ No
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. ☐ Yes ☐ No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity; and (ii) sewage capacity to service the Property. ☐ Yes ☐ No

If yes, the nature of the confirmation is as follows: _____

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows: _____

- (c) A building permit has been issued for the Property. ☐ Yes ☐ No
(d) 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.**

Freehold Form
(Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.
- (b) **First Tentative Closing Date:** The Vendor shall identify the First Tentative Closing Date in the Statement of Critical Dates attached to the Addendum at the time the Purchase Agreement is signed.
- (c) **Second Tentative Closing Date:** The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date.
- (d) **Firm Closing Date:** The Vendor shall set a Firm Closing Date, which can be no later than 120 days after the Second Tentative Closing Date or, if a Second Tentative Closing Date is not set, no later than 120 days after the First Tentative Closing Date. If the Vendor elects not to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date. If the Vendor elects to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser at least 90 days before the Second Tentative Closing Date, or else the Second Tentative Closing Date shall for all purposes be the Firm Closing Date.
- (e) **Notice:** Any notice given by the Vendor under paragraphs (c) and (d) above, must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Closing Date – Three Ways

- (a) The Firm Closing Date, once set or deemed to be set in accordance with section 1, can be changed only:
 - (i) by the Vendor setting a Delayed Closing 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 Closing Date is set in accordance with section 4 or 5, then the new date is the “Firm Closing Date” for all purposes in this Addendum.

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

- (a) If the Vendor cannot Close on the Firm Closing Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Closing Date in accordance with this section, and delayed closing compensation is payable in accordance with section 7.
- (b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date but not later than the Outside Closing Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Closing Date as soon as the Vendor knows that it will be unable to Close on the Firm Closing Date, and in any event at least 10 days before the Firm Closing Date, failing which delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date, in accordance with paragraph 7(c). If notice of a new Delayed Closing Date is not given by the Vendor before the Firm Closing Date, then the new Delayed Closing Date shall be deemed to be the date which is 90 days after the Firm Closing Date.
- (d) After the Delayed Closing Date is set, if the Vendor cannot Close on the Delayed Closing Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Closing 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 Closing 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.
- (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 closing compensation payable; and

Freehold Form
(Tentative Closing Date)

(iv) if the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:

- i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing 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 closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.

If the Purchaser for his or her own purposes requests a change of the Firm Closing Date or the Delayed Closing 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 Closing Date or Delayed Closing 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 Closing Date or Delayed Closing Date, as the case may be. Delayed closing 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 closing 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 Closing Date or Delayed Closing 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 Closing Date or Delayed Closing 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 closing compensation payable under section 7 is payable from the existing Firm Closing 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 (j), (k) and (l) 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 (j), (k) and (l) 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":

Freehold Form
(Tentative Closing Date)

Condition #1 (if applicable)

Description of the Early Termination Condition:

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:

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 Closing Date, and will be deemed to be 90 days before the First Tentative Closing Date if no date is specified or if the date specified is later than 90 days before the First Tentative Closing 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 (l) 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) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) 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*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) 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.
- (l) 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 Closing Compensation

- (a) The Vendor warrants to the Purchaser that, if Closing is delayed beyond the Firm Closing 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 date of Closing; 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 closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, 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 Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 3(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing 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 closing compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closing compensation in connection with a claim.
- (e) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Closing 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 closing 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 closing 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 delay 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 Closing. 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.

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 Closing

- (a) On or before Closing, 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"):

Freehold Form
(Tentative Closing Date)

- (i) the Purchaser shall not be entitled to delayed closing 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 Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing 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 Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 3, and delayed closing compensation shall be payable in accordance with section 7. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) above 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) Closing has not occurred by the Outside Closing 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 Closing Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Closing Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing 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 Closing 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 is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of Canada Payments Association, as of the date of termination of the Purchase Agreement.
- (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

"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 the completion of the sale of the home including transfer of title to the home to the Purchaser, and **"Close"** has a corresponding meaning.

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

Freehold Form (Tentative Closing Date)

“Critical Dates” means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser’s Termination Period.

“Delayed Closing Date” means the date, set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot Close on the Firm Closing Date.

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

“Firm Closing Date” means the firm date on which the Vendor agrees to Close as set in accordance with this Addendum.

“First Tentative Closing Date” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to close, as set out in the Statement of Critical Dates.

“Outside Closing Date” means the date which is 365 days after the earlier of the Firm Closing Date; or Second Tentative Closing Date; or such other date as may be mutually agreed upon in accordance with section 4.

“Property” or “home” means the home including lands being acquired by the Purchaser from the Vendor.

“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).

“Second Tentative Closing Date” has the meaning given to it in paragraph 1(c).

“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 Closing 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 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) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
 - (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold 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.

- (c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):
- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
 - (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
 - (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
 - (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

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 Closing 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).

"Freehold Project" means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

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 Closing permit; and/or
- (c) completion of the home.

Freehold Form
(Tentative Closing Date)

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.]

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.]

This is Exhibit "E", referred to in the Affidavit of Fengxi (Fanseay) Wang, sworn by Fengxi (Fanseay) Wang, of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI

From: Ana Cosic <a.cosic@corebuildco.com>
Date: January 29, 2024 at 10:41:04 AM AST
To: Frank Servello <servello@corebuildco.com>
Subject: Circulated Dec 28, 2023

This is the last finished published schedule. At the time this schedule was published, trades had commitments from the receivers on payments. Based on information provided to Core, the schedule was attainable.

However, since the date of publishing the attached scheduled, the site had experienced delays as follows;

Receiver commitments for payments to trades not met
Core awaiting approvals and directions

As you are aware there are many po's approvals unanswered.

Ana Cosic
Project Manager

55 Winges Rd
Woodbridge, ON Suite 1
P. 905 407 8021
www.corebuildco.com



REV. 2 DECEMBER 28, 2023	OCCUPANCY START DATES		SUGGESTED CLOSING SEQUENCE	
BLOCK A	Monday, April 29, 2024	April 29: Units 7, 8 & 9	April 30: Units 10, 11 & 12	
BLOCK B	Monday, June 17, 2024	June 17: 1, 2 & 3	June 18: 4, 5 & 6	
BLOCK C	Monday, February 12, 2024	February 12: 16, 17 & 18	February 13: 19, 20 & 21	
BLOCK D	Wednesday, January 31, 2024	January 31: 13, 14 & 15	February 1: 22, 23, 24	
BLOCK E	Wednesday, February 28, 2024	February 28: 30, 31, 32 & 33	February 29: 34, 35 & 36	
BLOCK F	Monday, April 1, 2024	April 1: 25, 26, 27, 28 & 29		

Sent: Wednesday, January 10, 2024 8:04 AM
To: Tom McElroy <tmcelroy@albertgelman.com>
Cc: Ana Cosic <a.cosic@corebuildco.com>; Dan Woo <dwoo@albertgelman.com>; Bryan Gelman <bgelman@albertgelman.com>; James Circosta <james.circosta@camcos.ca>; Mike Circosta <mike.circosta@camcos.ca>
Subject: Re: payment - 2nd round of pmts

Hi Tom

We have enough for today maybe half of tomorrow

We also have no diesel for the skid steers and material handler

Rino has advised he will not fill until paid

Thanks
Sent from my iPhone

On Jan 9, 2024, at 5:41 PM, Tom McElroy <tmcelroy@albertgelman.com> wrote:

Frank, see below. How much gas is left in the propane tanks? We need heat and we still have not received the wire transfer.

Tom McElroy, CPA, CA, CBV, CIRP, LIT
Managing Director (Ontario)



Albert Gelman Inc. | T: [416.504.1650](tel:416.504.1650) ext. 117# | F: [416.504.1655](tel:416.504.1655) | E: tmcelroy@albertgelman.com | 250 Ferrand Dr., Suite 403, Toronto, ON M3C 3G8 | www.albertgelman.com

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From: rino@canadianrentalcentres.com <rino@canadianrentalcentres.com>
Sent: Monday, January 8, 2024 10:41 AM
To: Tom McElroy <tmcelroy@albertgelman.com>
Cc: 'Frank Servello' <servello@corebuildco.com>; mike@canadianrentalcentres.com
Subject: payment - 2nd round of pmts

Good day to you all and Happy New Year.

I just got back but I am told the 2nd round of payments has not been sent.
Can someone clarify what is going on please.

Fills cannot be done if the 2nd round of payments were not made as agreed, but I want to be sure that we aren't

From: Frank Servello <servello@corebuildco.com>

Date: January 27, 2024 at 13:58:31 EST

To: Fansey Wang <fanseyw@grandgracedevelopment.com>

Subject: Re: What happened? You said 80-90% deficiencies have been done and the updated has been submitted

I am not involved in what they are doing no one has done anything while we were there so not sure what you are asking me

GI Carpenters delayed due to non payment resulted in reduced forces

Block f is on hold for drain work

All framing deficiencies complete

Block A 85% complete framing deficiencies re work for HVAC plumbing and electrical on hold no P.O. signed

CDE complete E require basement framing cannot advance drain work needs to be finished

B built as per designs no issue

H same as B

Concrete repairs complete 90 % balance on hold no concrete supply

Some drain work required in underground trade will not return.

Due to non payment

Prepared by my super on Jan 17

Hi Frank,

Here are my delays and risk which you asked for me to provide.

Insulation block F on hold due to no plumbing and ESA inspection.

Awaiting work to be completed by ILF to be able to finish the basements to be able to ESA and plumbing inspection.

Block F awaiting plumbing fixture choice to be able to install shower controls and water test. Holding back a plumbing inspection as well

Awaiting P.O. Steel approval for blocks G and I, holding back the ability to full mobilize masonry.

ILF to finish primer lines delaying me on being able to finish the drains as well as continue working on the drop ceiling.

Awaiting payment to concrete supplier as we have block B and H ready to pour concrete as well as the underground stair case C is reformed and ready to pour concrete.

Block E awaiting stair insulation RFI again holding us back to complete stairs.

Awaiting P.O. For Jd Barnes to layout Canada post pads this will hold my back occupancy as well as mailbox installation.

Sent from my iPhone

-----Original Message-----

From: Frank Servello

Sent: Tuesday, January 9, 2024 8:04 AM

To: Dan Woo <dwoo@albertgelman.com>; Tom McElroy <tmcelroy@albertgelman.com>; Cristian Oniga <coniga@toddglen.com>

Subject: Urgent

Gm

This email is to update you on the site condition
leblon pulled out until paid

I understand you are not paying lumber city this is
an issue

GI and B

Will be delayed no one in the city will supply
lumber

Ilf is currently performing drain work E and F
these will be delay no drains again this site is slim
on supplier and trades the industry is well aware

Tom call me this is very serious we are holding on
any more notices

Regards

Sent from my iPhone



Gaetano Arangio

Jefferson Towns

To: fanseayw@grandgracedevelopment.com

Hi Fanseay

On Dec 24/23, I was on a call with Tom McElroy & Frank Servello. Tom guaranteed me payment in full by Jan 05/24. Nothing Yet. Fanseay please see if you can help me out.

Gaetano Arangio

Lumber City Inc.

150 Creditstone Road

Concord, ON L4K 1P2

416-746-8171 Ext 204

From: Giovanni Cirinna avonleagio@gmail.com 
Subject: To whom it may concern
Date: January 29, 2024 at 7:49 AM
To: fanseyawang@gmail.com

GT

Hi it's Gio from Avonlea kitchen and bathroom concepts

I'd like to share my dissapointments and frustration with the new receiver payment habits. They're always looking for excuse to delay payments, redoing PO's, filling out completion forms, always asking for extra documents. Albert gelman never keep their promises and lie, I mean they simply don't get it. And as for the site it's super healthy and safe. Core did an exceptional job in maintaining the site healthy and safe. Please see attached for previous convos in regards to payment

11:01

 17:46

   4G  35% 



Ana Cosic ▾



1:26 PM

...y
amazing person
and you'll go far in
life.

1:28 PM

Unfortunately
nobody is
answering and I'm
stuck in a limbo
. At least you
communicate

Omg
Yea- so I heard
payments
are today or
tomorrow... I will
touch base with
Frank and see if
there is any news

1:29 PM

Ok thanks

1:30 PM



11:01

🔔 🔗 📍 4G 📶 35% 🔋



Ana Cosic



Tuesday, December 5, 2023

Good morning Sunshine Block C is complete we'll be starting Block D tomorrow. Is it St. Pay today? Can't really continue much longer without it

7:57 AM

LOL

Will send you who to call for payment

7:57 AM



James- Grandgrace

+1 647-989-0515

MMS



Fanseay

+1 857-800-2211

MMS

7:58 AM

I just wanted to



10:58



15:03



36%



Frank Core



Dan Woo

+1 780-660-4068

Call this guy

MMS

9:53 AM

9:53 AM

For?

Chq

9:53 AM

10:01 AM



10:04 AM

Hardly anybody at
the site yesterday

10:29 AM

I just want to talk
for 2 min geeez
hear your sexy
voice
I spoke to Dan
already



Saturday, January 20



10:59

15:18

🔔 🔗 📍 4G+ 📶 36% 🔋



Frank Core ▾



Tuesday, January 9

Top of the morning mate. Block E is not even close in being ready.

No phone call or
reply. Understand

reply I understand
you're a busy
man .

No cheque

And next week I
fondle myself all
week?

9:49 AM



Dan Woo
+1 780-660-4068

Call this guy

MMS
9:53 AM



10:59 15:32

📶 36%



Frank Core ▾



Friday, January 5

1:20 PM

Am I getting
kissed by an angel
today

There doing them
but it probably
won't be delivered
until Monday

1:21 PM

FUCK!!!! I shaved
top and bottom

4:13 PM

today

Each one gets a

From: Fanseay Wang fanseayw@grandgracedevelopment.com
Subject: Re: Overdue Invoices for about three months - Structures R.B.R. Inc.
Date: February 22, 2024 at 11:33 AM
To: Dan Woo dwoo@albertgelman.com, comptabilite@structuresrbr.ca, René Lessard rlessard@structuresrbr.ca
Cc: Tom McElroy tmcclroy@albertgelman.com, Gregory Azeff gazeff@millerthomson.com, Jonathan Thibodeau JThibodeau@structuresrbr.ca, Jeffrey Larry jeff.larry@paliaroland.com, Bryan Gelman bgelman@albertgelman.com, Kathy Poulin KPoulin@structuresrbr.ca

Hi Rene,

I received your email this morning, I am forwarding the email to everyone again.

Dan is the project manager of the receiver who is looking after this project, it is their duty to ensure every one get pay on time,

I copy him here and your office should contact him directly.

Dan Woo, CPA, CMA, CIRP, Licensed Insolvency Trustee (LIT)
Managing Director (Prairies) – Financial Restructuring Group
 Albert Gelman Inc. | T: 416.504.1650 ext. 127 or 780.666.9019 | M:780.660.4068

| E: dwoo@albertgelman.com |

Yours Sincerely,



Fanseay Wang
President

Together we create communities!

On Jan 27, 2024, at 6:57 PM, Fanseay Wang <fanseayw@grandgracedevelopment.com> wrote:

Hi Dan,

I can see these are Oct, Nov. bills, and there are in the bill logs approved by the QS Glynn, I know that before the receivership, and I mentioned that in the transfer package.

Can you advise why they dont receive payment till now.

Yours Sincerely,

<Screen Shot 2021-02-02 at 5.55.46 PM.png>

Begin forwarded message:

From: Fanseay Wang <fanseayw@grandgracedevelopment.com>
Subject: Fwd: Invoices - Structures R.B.R. Inc.
Date: January 24, 2024 at 8:53:32 PM EST
To: Dan Woo <dwoo@albertgelman.com>, comptabilite@structuresrbr.ca
Cc: Timothy Dunn <TDunn@mindengross.com>, Tom McElroy <tmcclroy@albertgelman.com>, Jonathan Thibodeau <JThibodeau@structuresrbr.ca>, René Lessard <rlessard@structuresrbr.ca>

Hi Jessie,

I connect you with Dan and Tom, the representative of receiver of Jefferson project.

Your invoices would be paid, no worry.

Yours Sincerely,

<Screen Shot 2021-02-02 at 5.55.46 PM.png>

Begin forwarded message:

From: Comptabilite <comptabilite@structuresrbr.ca>

Subject: Invoices - Structures R.B.R. Inc.

Date: January 17, 2024 at 11:50:57 AM EST

To: Fanseay Wang <fanseayw@grandgracedevelopment.com>

Cc: René Lessard <RLessard@structuresrbr.ca>, Jonathan Thibodeau <JThibodeau@structuresrbr.ca>

Bonjour Fanseay,

Here are your invoices that are overdue.

Regards,

<image001.png>

[VISITEZ NOTRE SITE INTERNET](#)
[EMPLOIS DISPONIBLES](#)

<État client_30888.pdf><52696.pdf><52589.pdf><52588.pdf><52587.pdf><52506.pdf><52481.pdf>

This is Exhibit "F", referred to in the Affidavit of Fengxi (Fanseay) Wang, sworn by Fengxi (Fanseay) Wang, off the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI

FIELD VISIT REPORT

SAFEX WORKPLACE SAFETY MANAGERS
 185 Riviera Dr., Unit 5 • Markham, ON L3R 5J6
 Tel: 416.861.1200 Fax: 416.861.1200
 e-mail: info@safex.ca • website: www.safex.ca

Date: July 26 2023		Time: 9:00	AM ☒ PM
Premise/Project: Jefferson Towns		Weather: 25 C, sunny	
Client: Core Constructors Ltd	Number of Workers: 7	Supervisor: Loretto Circosta	
Consultant: D. Mauro		Project Description: Low rise residential	

Employer	Comments
	Pro Active field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
	Attended project to perform safety inspection and attend site meeting. Discussed but not limited to the following observations
Amplify Masonry	Block G - ladders to scaffold must be secured against movement, Spoke to Karl (foreman). Issue rectified
Amplify Masonry	Block E - scaffold was missing guardrails at multiple locations, no ladder was in place to provide access and egress for workers. Issues were rectified
Amplify Masonry	Spoke to foreman about housekeeping requirements, brick debris must be piled on ongoing basis to prevent trip and fall hazards
Core	Block D - handrails are required on some temporary stairs
Core	Block I - Handrails are required on various temporary stairs to third floors, 4th floor rooftop access requires guardrails in some units
Core	Block G - guardrails required around basements stair openings
Core	Block E - post danger signage on sliding doors

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Consultant's Signature:

Loretto Circosta
 Recipient's Name

Supervisor
 Position

Recipient's Signature

FIELD VISIT REPORT

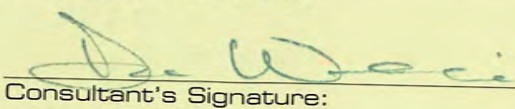
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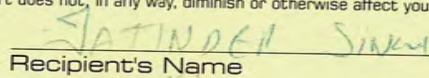
SAFEX WORKPLACE SAFETY MANAGERS
 185 Riviera Dr., Unit 5 • Markham, ON L3R 5J6
 Tel: 416.861.1200 Fax: 416.861.1200
 e-mail: info@safex.ca • website: www.safex.ca

Date: 9 AUGUST 2023		Time: 11:30	AM ☒ PM
Premise/Project: JEFFERSON PROPERTIES		Weather: 25°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor: LAREDO PARTH - G.M.	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

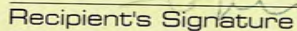
Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
	PROVIDED TRAFFIC CONTROL TRAINING ON THIS DAY AND DID FIELD VISIT CONCENTRATING ON BLOCK C + D.
CORE 39	BLOCK C U16 REPLACE HANDRAIL ON STAIRS. U18 REMOVE ALL PROTRUDING NAILS FROM HANDRAILS. BLOCK C - PROVIDE GUARDRAILS AT ALL BALCONY DOORS. BLOCK D - PROVIDE GUARDRAILS AT ALL BALCONY DOORS.
MASOURY	BLOCK C U18 WORKER ON UNGUARDED BALCONY WITHOUT WEARING FALL PROTECTION - CORRECTED BLOCK F EAST END UNIT. - TWO WORKERS ON UNGUARDED BALCONY NOT WEARING FALL PROTECTION - CORRECTED SPOKE TO WORKERS + FOREMAN JOHN.
CARPENTER	BLOCK F WEST END UNIT - WORKER ON UNGUARDED BALCONY NOT WEARING FALL PROTECTION - CORRECTED.

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 Consultant's Signature:


 Recipient's Name

PM
 Position

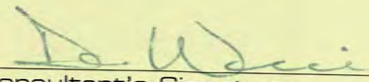

 Recipient's Signature

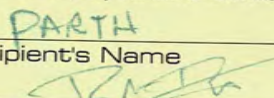
Date: 22 AUGUST 2023		Time: 12:30	AM PM ☒
Premise/Project: JEFFERSON PROPERTIES		Weather: 23°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor: PARTH GM MICO - ASST SUPERVISOR	
Consultant: DAN WIENERHOLD		Project Description: LOW RISE RESIDENTIAL	

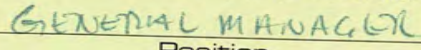
Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
	MICO ATTENDED FIELD VISIT WITH EMPHASIS ON BLOCK G + I
CORE 39	ADD BOX FOR USED PAPER TOWELS IN WASHROOM.
	BLOCK I BASEMENT - COVER OPEN CATH BASINS.
	BLOCK G+I - ADD FIRE EXTINGUISHERS TO EACH FLOOR LEVEL.
	- ADD / COMPLETE ACCESS STAIRS TO UNITS.
	- ADD GUARDRAILS AT SLIDING DOORS + BALCONIES.
	- ADD ACCESS STAIRS TO ROOF LEVEL.
	- REPAIR ROOF GUARDRAILS (TWO WORKERS ON ROOF)
CARPENTERS	BLOCK B - 2 CARPENTERS ON BALCONIES WITHOUT FALL PROTECTION, SPEKE TO WORKERS + FOREMAN. - CORRECTED

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 Consultant's Signature:


 Recipient's Name
 Recipient's Signature

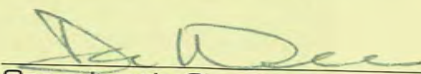

 Position

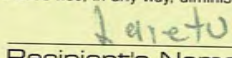
Date: 29 August 2023		Time: 9:30	AM ☒ PM
Premise/Project: JEFFERSON PROPERTIES		Weather: 18°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor: PARTH - GENERAL MANAGER	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

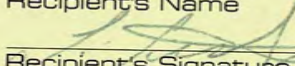
Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
CORE 39	BLOCK A - REPLACE GUARDRAIL UNIT 9 - BALCONIES ARE NOT GUARDED OR HAVE WARNING SIGNS - U12 UNGUARDED CORNER WINDOW OPENING 2ND FLOOR - ROOF NOT FULLY GUARDED, NO WARNING SIGNS - SPOKE TO ROOFING WORKERS (WILL REPLACE GUARDS) - U8 REPLACE GUARDRAIL 2ND FLOOR AT STAIRS - U7 ADD GUARDRAIL 2ND FLOOR WINDOW OPENING.
	BLOCK G - REPAIR ACCESS RAMP
	BLOCK B - ADD REBAR CAPS TO GARAGE REINFORCING ROD
MASONRY	BLOCK F - ADD GUARDRAILS ON ENDS OF SCAFFOLD AND INSIDE CORNER.
FORMING	BLOCK B - SPOKE TO FOREMAN REGARDING THE USE OF PLYWOOD WALL FORMS AS PART OF SCAFFOLD. WILL USE 2x10" FROM NOW ON.

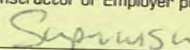
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 Consultant's Signature:


 Recipient's Name


 Recipient's Signature


 Position

64396



SAFEX WORKPLACE SAFETY MANAGERS
185 Riviera Dr., Unit 5 • Markham, ON L3R 5J6
Tel: 416.861.1200 Fax: 416.861.1200
e-mail: info@safex.ca • website: www.safex.ca

Date: 5 SEPTEMBER 2023		Time: 12:30	AM PM ☒
Premise/Project: JEFFERSON		Weather: 31°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor PARTH - GENERAL MANAGER	
Consultant: DAN NIEFERHARD		Project Description LOW RISE RESIDENTIAL	

[illegible]

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PARTH / Satish Kumar

Recipient's Name

Position

Consultant's Signature: _____

Recipient's Signature

FIELD VISIT REPORT

64415



SAFEX WORKPLACE SAFETY MANAGERS
185 Riviera Dr., Unit 5 • Markham, ON L3R 5J6
Tel: 416.861.1200 Fax: 416.861.1200
e-mail: info@safex.ca • website: www.safex.ca

Date: 11 September 2023		Time: 1:00		AM PM ☒
Premise/Project: JEFFERSON		Weather: 23°C SUNNY		
Client: CORE 39	Number of Workers:	Supervisor: LAREDO PARTH - G.M.		
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL		

Employer	Comments
	<u>PRO ACTIVE</u> field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
MASONRY	BLOCK A - SOUTH EAST SCAFFOLD IS CONSTRUCTED ON BAGS OF CONCRETE. - THE LEVELLING BASE BOARDS ARE NOT ON THE GROUND. - THE NORTH WEST CORNER SCAFFOLD HAS NOT ONE GUARDRAIL + THERE IS NO LADDER, NO GOOSEB BARS AND MISSING SCAFFOLD PINS. - SPOKE TO FOREMAN ANTHONY - ONE SECTION OF SCAFFOLD IS SET UP ON PLYWOOD OVER AN OPENING.
CARPENTER	BLOCK H - ONE WORKER STANDING ON TOP OF WALL WITH NO FALL PROTECTION - CORRECTED - ADD STAIR ACCESS TO THIS BLOCK.
CORE 39	SECURE THE OXYGEN, ACETYLENE + PROPANE BOTTLES. ADD GUARDRAILS TO THE HIGH RETAINING WALLS + STAIRS TO BSMT. BLOCK F+E REPLACE MISSING GUARDRAILS ON DOORS TO BALCONIES.
FORMING	BLOCK B - BACKFILL IMMEDIATELY AROUND FOUNDATION AS THIS WAS LEFT OPEN TOO LONG - ADD REBAR CAPS ON PROTRUDING STEEL

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PARTH / LAREDO
Recipient's Name

G.M.
Position

D. Wiederhold
Consultant's Signature:

Recipient's Signature

Date: 18 SEPTEMBER 2023		Time: 1:45	AM PM L
Premise/Project: JEFFERSON		Weather: 18°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor: LAREDO PARTH - G.M.	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

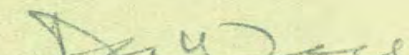
Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
MISBURY	BLOCK A - SCAFFOLD HAS GUARDRAILS MISSING AT BALCONY, AT OUTRIGGER PLATFORM + BETWEEN SCAFFOLDS. - PINS ARE MISSING THAT CONNECT THE UPRIGHTS - ONE LEG IS SITTING ON A CANTINA + IS SUPPORTED BY ONE BUTTEND - WORKER ON PORCH ROOF NOT PROTECTED BY GUARDRAIL OR FALL PROTECTION - SP. TO FOREMAN
CARPENTER	BLOCK H - THERE IS NO ACCESS TO THE WORK AREA ON MAIN + BASMENT FLOORS - ADD GUARDRAILS AT ENTRY STAIR OPENINGS, CANTINA, + LOW WINDOW OPENINGS, SP TO FOREMAN RUI
CORE 39	BLOCK G - ADD + EXTEND GUARD HANDRAILS ON BOTH END UNITS
GENERAL	THE EXTERIOR HOUSEKEEPING IS PROGRESSING WELL + THE NEXT STEP IS TO SCRAPE DUST OFF ROADS.

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 PARTH
 Recipient's Name

 G.M.
 Position


 Consultant's Signature:


 Recipient's Signature

Date: 25 SEPTEMBER 2023		Time: 12:45	AM PM ☒
Premise/Project: JEFFERSON TOWNS		Weather: 22°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor: LARROD	PARTH - G.M.
Consultant: DAN WIEDERHALL		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
CARPENTER	
CORE 39	BLOCK H - ADD STAIRS TO 2ND FLOOR.
CORE 39	BLOCK I - 3RD FLOOR GUARDRAIL SECTION MISSING AT STAIR OPENING - ADD HANDRAILS TO FRONT STEPS
	BLOCK C U20 + BLOCK E U33+34 - REPLACE BALCONY GUARDRAILS
	BLOCK A - SOUTH SIDE BALCONY DOOR GUARDRAILS MISSING
	BLOCK G - ADD HANDRAIL AT EXTERIOR STAIRS - ADD GUARDRAIL FRONT DOOR OPENINGS + BALCONY REAR DOORS - REPAIR 2ND FLOOR STAIRS (UNSUPPORTED) - ADD HANDRAIL 2ND FLOOR STAIRS - END UNIT
MASONRY	BLOCK A - REPLACE 2 SPLIT PLANKS 2ND LEVEL SCAFFOLD - ADD MISSING GUARDRAILS TO SCAFFOLD - SP TO FOREMAN
BASECRETE	BLOCK B - USE PLANKS CREATED FOR ACCESS TO SCAFFOLD

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PARTH
 Recipient's Name
 [Signature]
 Recipient's Signature

G.M.
 Position

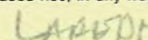
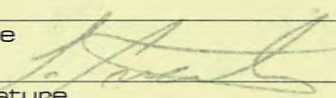
Consultant's Signature:

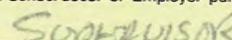
Date: 27 SEPTEMBER 2023		Time: 8:30	AM ☒ PM
Premise/Project: JEFFERSON TOWNS		Weather: 9°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor: LARDO PARTH - PM	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	REQUESTED F.V. PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
STUCCO	BLOCK E WORKERS ON ROOF WITHOUT ANY FALL PROTECTION. - CORRECTED BLOCK G ONE WORKER ON ROOF WITHOUT FALL PROTECTION - CORRECTED
	RECOMMEND RECEIVING TRAINING CAMPS IN FALL PROTECTION FOR ALL WORKERS ON SITE INCLUDING → AHMET, UMAT, KADIR, TALAL, EMIRCAN, VURAL AND BILAL.
WELDER	ONE WORKER ON PORCH ENTRY ROOF WITHOUT FALL PROTECTION ON BLOCK G. - CORRECTED
CARPENTERS	BLOCK A+C TWO WORKERS NOT USING FALL PROTECTION ON DOG HOUSE ROOF. SP TO FOREMAN RUI - CORRECTED

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 Consultant's Signature:


 Recipient's Name

 Recipient's Signature


 SUPERVISOR
 Position

64396



SAFEX WORKPLACE SAFETY MANAGERS
185 Riviera Dr., Unit 5 • Markham, ON L3R 5J6
Tel: 416.861.1200 Fax: 416.861.1200
e-mail: info@safex.ca • website: www.safex.ca

Date: 5 SEPTEMBER 2023		Time: 12:30	AM PM ☒
Premise/Project: JEFFERSON		Weather: 31°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor PARTH - GENERAL MANAGER	
Consultant: DAN NIEPERHUIS		Project Description LOW RISE RESIDENTIAL	

[illegible]

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Recipient's Name PARVATH / Satish Kumar

Position

Consultant's Signature: _____

Recipient's Signature

FIELD VISIT REPORT

64415



SAFEX WORKPLACE SAFETY MANAGERS
185 Riviera Dr., Unit 5 • Markham, ON L3R 5J6
Tel: 416.861.1200 Fax: 416.861.1200
e-mail: info@safex.ca • website: www.safex.ca

Date: 11 September 2023		Time: 1:00		AM PM ☒
Premise/Project: JEFFERSON		Weather: 23°C SUNNY		
Client: CORE 39	Number of Workers:	Supervisor: LAREDO PARTH - G.M.		
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL		

Employer	Comments
	<u>PRO ACTIVE</u> field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
MASONRY	BLOCK A - SOUTH EAST SCAFFOLD IS CONSTRUCTED ON BAGS OF CONCRETE. - THE LEVELLING BASE BOARDS ARE NOT ON THE GROUND. - THE NORTH WEST CORNER SCAFFOLD HAS NOT ONE GUARDRAIL + THERE IS NO LADDER, NO GOOSEB BARS AND MISSING SCAFFOLD PINS. - SPOKE TO FOREMAN ANTHONY - ONE SECTION OF SCAFFOLD IS SET UP ON PLYWOOD OVER AN OPENING.
CARPENTER	BLOCK H - ONE WORKER STANDING ON TOP OF WALL WITH NO FALL PROTECTION - CORRECTED - ADD STAIR ACCESS TO THIS BLOCK.
CORE 39	SECURE THE OXYGEN, ACETYLENE + PROPANE BOTTLES. ADD GUARDRAILS TO THE HIGH RETAINING WALLS + STAIRS TO BSMT. BLOCK F+E REPLACE MISSING GUARDRAILS ON DOORS TO BALCONIES.
FORMING	BLOCK B - BACKFILL IMMEDIATELY AROUND FOUNDATION AS THIS WAS LEFT OPEN TOO LONG - ADD REBAR CAPS ON PROTRUDING STEEL

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PARTH / LAREDO
Recipient's Name

G.M.
Position

D. Wiederhold
Consultant's Signature:

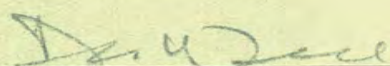
Recipient's Signature

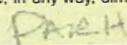
Date: 18 SEPTEMBER 2023		Time: 1:45	AM PM L
Premise/Project: JEFFERSON		Weather: 18°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor: LAREDO PARTH - G.M.	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

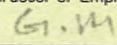
Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
MISBURY	BLOCK A - SCAFFOLD HAS GUARDRAILS MISSING AT BALCONY, AT OUTRIGGER PLATFORM + BETWEEN SCAFFOLDS. - PINS ARE MISSING THAT CONNECT THE UPRIGHTS - ONE LEG IS SITTING ON A CANTINA + IS SUPPORTED BY ONE BUTTEND - WORKER ON PORCH ROOF NOT PROTECTED BY GUARDRAIL OR FALL PROTECTION - SP. TO FOREMAN
CARPENTER	BLOCK H - THERE IS NO ACCESS TO THE WORK AREA ON MAIN + BASMENT FLOORS - ADD GUARDRAILS AT ENTRY STAIR OPENINGS, CANTINA, + LOW WINDOW OPENINGS, SP TO FOREMAN RUI
CORE 39	BLOCK G - ADD + EXTEND GUARDRAILS ON BOTH END UNITS
GENERAL	THE EXTERIOR HOUSEKEEPING IS PROGRESSING WELL + THE NEXT STEP IS TO SCRAPE DUST OFF ROADS.

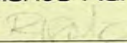
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 Consultant's Signature:


 Recipient's Name


 Position


 Recipient's Signature

Date: 25 SEPTEMBER 2023		Time: 12:45	AM PM ☒
Premise/Project: JEFFERSON TOWNS		Weather: 22°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor: LARROD	PARTH - G.M.
Consultant: DAN WIEDERHALL		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
CARPENTER	
CORE 39	BLOCK H - ADD STAIRS TO 2ND FLOOR.
CORE 39	BLOCK I - 3RD FLOOR GUARDRAIL SECTION MISSING AT STAIR OPENING - ADD HANDRAILS TO FRONT STEPS
	BLOCK C U20 + BLOCK E U33+34 - REPLACE BALCONY GUARDRAILS
	BLOCK A - SOUTH SIDE BALCONY DOOR GUARDRAILS MISSING
	BLOCK G - ADD HANDRAIL AT EXTERIOR STAIRS - ADD GUARDRAIL FRONT DOOR OPENINGS + BALCONY REAR DOORS - REPAIR 2ND FLOOR STAIRS (UNSUPPORTED) - ADD HANDRAIL 2ND FLOOR STAIRS - END UNIT
MASONRY	BLOCK A - REPLACE 2 SPLIT PLANKS 2ND LEVEL SCAFFOLD - ADD MISSING GUARDRAILS TO SCAFFOLD - SP TO FOREMAN
BASECRETE	BLOCK B - USE PLANKS CREATED FOR ACCESS TO SCAFFOLD

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PARTH
 Recipient's Name
 [Signature]
 Recipient's Signature

G.M.
 Position

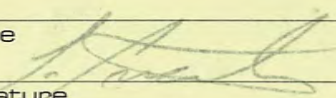
Consultant's Signature:

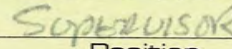
Date: 27 SEPTEMBER 2023		Time: 8:30	AM ☒ PM
Premise/Project: JEFFERSON TOWNS		Weather: 9°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor: LARDO PARTH - PM	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	REQUESTED F.V. PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
STUCCO	BLOCK E WORKERS ON ROOF WITHOUT ANY FALL PROTECTION. - CORRECTED BLOCK G ONE WORKER ON ROOF WITHOUT FALL PROTECTION - CORRECTED
	RECOMMEND RECEIVING TRAINING CAMPS IN FALL PROTECTION FOR ALL WORKERS ON SITE INCLUDING → AHMET, UMAT, KADIR, TALAL, EMIRCAN, VURAL AND BILAL.
WELDER	ONE WORKER ON PORCH BUTRY ROOF WITHOUT FALL PROTECTION ON BLOCK G. - CORRECTED
CARPENTERS	BLOCK A+C TWO WORKERS NOT USING FALL PROTECTION ON DOG HOUSE ROOF. SP TO FOREMAN RUI - CORRECTED

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 Consultant's Signature:


 Recipient's Name
 Recipient's Signature


 SUPERVISOR
 Position

FIELD VISIT REPORT

62532

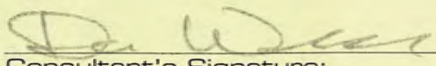
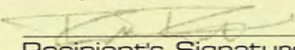
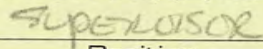


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Date: 2 October 2023		Time: 11:00		AM ☒
Premise/Project: JEFFERSON TOWNS		Weather: SUNNY 23°C		
Client: CORE 39	Number of Workers:	Supervisor LAREDO PARTH - G.M.		
Consultant: DAN WIEDERHOLD		Project Description LOW RISE RESIDENTIAL		

Employer	Comments
	<u>PRO ACTIVE</u> field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
CARPENTER	BLOCK H - WORKER ON 2ND FLOOR WALL WITHOUT FALL PROTECTION - CORRECTED - BALCONY GUARDRAIL MISSING + 2ND FLOOR GUARDRAILS AT STAIRS. SP TO WORKERS.
	BLOCK G - TWO CARPENTERS ON DOG HOUSE NOT USING FALL PROTECTION, SP TO WORKERS BLOCK D - CARPENTER SMOKING IN HOUSE - CORRECTED.
MASONRY	BLOCK A - LEGS OF SCAFFOLD ON PLANKS OVER BSMT. OPENING. TIE IN SCAFFOLD TO HOUSE. 3 GUARDRAILS MISSING ON SCAFFOLD. SP TO FOREMAN.
CORE 39	BLOCK E - ADD GUARDRAILS #33134 AT SLIDING DOORS BLOCK C - REMOVE NAILS TOP GUARDRAIL END WEST UNIT - REPLACE GUARDRAILS TAKEN DOWN BY DAYWALKER - SP TO DAYWALKER BLOCK G - ADD GUARDRAIL REAR BALCONY 2ND FLOOR - COVER BSMT OPENING OR ADD HAND RAIL STAIRS AT ENTRY
STUCCO	BLOCK G - 3 WORKERS ON ROOF NO FALL PROTECTION USED. - CORRECTED

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 Consultant's Signature:
  Recipient's Name: PARTH
 Position: SUPERVISOR

FIELD VISIT REPORT

65000



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Date: 10 OCTOBER 2023		Time: 1:15	AM ☐ PM ☒
Premise/Project: JEFFERSON TOWNS		Weather: 8°C CLOUDY	
Client: CORE 39	Number of Workers:	Supervisor: LAREDO	
Consultant: DAN WIEGERTH		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
	BLOCK#
CARPENTER	H REPLACE HANDRAIL MAIN FLOOR, ADD GUARDRAILS AT 2ND FLOOR STAIR OPENING + "open to BELOW" AREA
	B PROVIDE RAMP ACCESS TO WORK AREA, COVER BASEMENT FILL HAZARDS, + PROVIDE GUARDRAIL EAST SIDE. SP TO ALL WORKERS
CORE 39	C ADD GUARDRAILS TO 3RD FLOOR DOORS.
	LABOURER THROWING DEBRIS FROM 2ND FLOOR UNGUARDED BALCONY - CORRECTED
	E REPLACE GUARDRAILS ON SLIDING DOORS
	C REPAIR BROKEN STAIRS NW UNIT (TREAD MISSING)
	C REPLACE GUARDRAIL 3RD FLOOR SW UNIT
DRYWALL	C WORKERS DID NOT BRING HANDHATS OR SAFETY BOOTS TODAY - CORRECTED
STULLO	C TWO WORKERS AT EDGE OF ROOF WITH NO FALL PROTECTION - CORRECTED
RAILINGS	D INSTALLERS (3) ON ROOF INSTALLING RAILINGS WITH NO FALL PROTECTION ON - CORRECTED

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Dan Wiegert
 Consultant's Signature:

Mico
 Recipient's Name
[Signature]
 Recipient's Signature

Supv
 Position

FIELD VISIT REPORT

65006



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Date: 16 October 2023		Time: 1:00	AM PM ☒
Premise/Project: JEFFERSON TOWNS		Weather: 9°C CLOUDY WINDY	
Client: CORE 39	Number of Workers:	Supervisor: LAREDO	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
	BLOCK II
CARPENTER	B-H ADD GUARDRAIL DOOR OPENING 2 ND FLOOR - CORRECTED
	ADD GUARDRAIL AT 2ND FLOOR STAIR OPENING + HANDRAILS ON STAIRS TO ROOF - SP TO CARPENTERS
	B-B TWO WORKERS ON STEEL BEAM WITH NO FALL PROTECTION - CORRECTED
	COVER CANTINA OPENINGS TO PREVENT A FALL HAZARD
	B-E TWO CARPENTERS ON ENTRY ROOF WITH NO FALL PROTECTION - SENT WORKERS HOME - CORRECTED
	B-D FILL IN TREAD TOP STAIRS S.E. CORNER
MASONRY	B-A TIE WOBBLY SCAFFOLD INTO PORCH, ADD GUARDRAILS THROUGHOUT. SP TO HUMPHREY WILL BE DONE 1 HOUR.
DRYWALL	B-C WORKER DID NOT BRING SAFETY FOOTWEAR TO WORK - SENT HOME - CORRECTED

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Consultant's Signature:

LAREDO
Recipient's Name

Recipient's Signature

Supervisor
Position

FIELD VISIT REPORT

65016



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Date: 23 OCTOBER 2023		Time: 1:15	AM PM ☒
Premise/Project: JEFFERSON TOWNS		Weather: 11°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor LAREDO	
Consultant: DAN WIEDERHOLD		Project Description LOW RISE RESIDENTIAL	

Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
CARPENTERS	BLK B ADD GUARDRAILS AT FLOOR OPENINGS + CANTINA OPENINGS - SP TO CARPENTERS
	BLK E TWO CARPENTERS ON ROOF LEVEL WITH NO FALL PROTECTION. BOTH WORKERS CANLOS + JESUS ARE TRAINED IN FALL PROTECTION. WENT OVER FALL PROTECTION PROCEDURE - COMPLIED
	BLK H SIX CARPENTERS AT ROOF EDGE WITH NO FALL PROTECTION - GUARDRAILS NOW INSTALLED - COMPLIED
	ADD GUARDRAILS AT 3RD FLOOR STAIR OPENINGS - SP TO CARPENTERS
ELECTRICIANS	BLK A WORKER ON BALCONY WITHOUT FALL PROTECTION. WENT OVER FALL PROTECTION REQUIREMENTS WITH WORKER - COMPLIED
CORE 39	BLK A REPLACE GUARDRAILS 2ND FLOOR + ADD WARNING SIGNS TO BALCONIES
	BLK E REPLACE GUARDRAILS AT FRONT BALCONY DOORS (U34)

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Consultant's Signature:

Recipient's Name: LAREDO
 Recipient's Signature:

Supervisor
 Position

65019

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LA2600
Recipient's Name
Recipient's Signature

Supervisor
Position

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WORKPLACE SAFETY MANAGERS

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Consultant's Signature: 

Page of

FIELD VISIT REPORT

64424



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Date: 2 NOVEMBER 2023		Time: 9:15	AM ☒ PM
Premise/Project: JEFFERSON TOWNS		Weather: 5°C CLOUDY	
Client: CORE 39	Number of Workers:	Supervisor: LAREDO	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	<u>WORK SAFETY</u> field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
REQUIRED WORK	TRANS-POWER WILL COMMENCE WORK NEXT WEEK AT THE INTERIOR ROAD OF BLOCK B. TRANS-POWER REQUIRES A SAFE WORK AREA FOR THEIR WORKERS.
SAFE WORK PROCEDURE	A LEVEL, CLEAN WORK AREA WAS MADE FOR THE WORK TO PROCEED IN ABOUT 1 WEEK. SPOKE TO SITE SUPERVISOR + FRAMING SUPERVISOR ABOUT THE SITUATION. NO LIFTING OF WALLS AT THE INTERIOR SIDE OF BLOCK B CAN OCCUR WHILE TRANS POWER IS WORKING DUE TO THE POSSIBILITY OF A WALL DROPPED OVER THE PERIMETER. SOLUTIONS DISCUSSED INCLUDED HAVING GUARDRAILS IN PLACE + BUILDING THE WALLS ON THE FLOOR. THE LIFTING CAN BE DONE ONLY WHEN COORDINATED WITH TRANS-POWER WHILE THEY ARE ON LUNCH OR A 15 MINUTE BREAK. IF THERE ARE NO WORKERS ON THE GROUND WHILE WALLS ARE BEING LIFTED THERE IS NO HAZARD.
CARPENTERS	AT TIME OF TODAY'S VISIT ABBY + JACKIE WERE NOT TIED OFF WHILE WORKING ON THE 2ND FLOOR OF BLOCK B. FALL PROTECTION RULES + PROCEDURE WERE DISCUSSED IN THE CONSTRUCTION OFFICE WITH SUPERVISOR RUI PRESENT.

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D. Wiederhold
 Consultant's Signature:

Laredo
 Recipient's Name

[Signature]
 Recipient's Signature

Supervisor
 Position

FIELD VISIT REPORT

65029



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Date: 6 November 2023		Time: 12:30	AM PM ✓
Premise/Project: Jefferson Towns		Weather: 7°C CLOUDY	
Client: CORE 39	Number of Workers:	Supervisor: LAREDO	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
STUCCO	BLOCK F - 4 WORKERS ON ROOF WITHOUT WEARING FALL PROTECTION. CALLED THEIR SUPERVISOR TO BRING ROPES. ALL 4 WORKERS UMET, OKTAY, DIYAR + AHMET HAVE WORKING AT HEIGHTS TRAINING. DISCUSSED FALL PROTECTION SAFETY AT CONSTRUCTION OFFICE.
DILLOV ROOFING	BLOCK A+E TWO ROOFING WORKERS EXPOSED TO OVER 10' FALL. BOTH LEE + JESOS HAVE FALL PRO TRAINING BUT NOT ON THEM. DISCUSSED FALL PROTECTION SAFETY AT THE OFFICE.
PROJECT ALUMINUM	BLOCK E - WORKER EXPOSED TO FALL GREATER THAN 10'. WORKER NIKOLA IS TRAINED IN FALL PROTECTION. DISCUSSED FALL PROTECTION SAFETY AT THE CONSTRUCTION OFFICE.
DRYWALL	BLOCK D - GUARDRAILS HAVE BEEN TAKEN DOWN + NEED REPLACING. 4 SETS OF SILTS IN HOUSE WITHOUT SAFETY PRECAUTIONS.

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Dan Wiederhold
 Consultant's Signature:

LAREDO
 Recipient's Name

SUPERVISOR
 Position

Recipient's Signature

FIELD VISIT REPORT

65035



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Date: 13 OCTOBER 2023		Time: 12:30	AM ☐ PM ☒
Premise/Project: JEFFERSON TOWNS		Weather: 11°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor: LAREDO	
Consultant: DAN WIEDERTHOLD		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	<u>PRO ACTIVE</u> field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
MASONRY	BLK F ADD GUARDRAIL TO 2ND LEVEL SCAFFOLD EACH END. - CORRECTED
ALUMINUM CAPPING	BLK F ONE WORKER NOT USING LIFELINE WHILE WORKING ON ROOF - CORRECTED
DRYWALL	BLK D TWO SETS OF STILTS IN HOUSE WITHOUT SAFETY PRECAUTIONS - CORRECTED ONLY 3 HANDHATS FOR 5 WORKERS.
CARPENTER	BLK B WORKER NOT WEARING HARDHAT WHILE WORKING - CORRECTED ADD GUARDRAIL AT STAIR OPENING + LOW WINDOW OPENINGS ABOVE GARAGE. - CP TO CARPENTER
WELDER	BLK H WELDER WORKING WITHOUT FIRE EXTINGUISHER - CORRECTED
WIRE	BLK F - MAIN FLOOR GUARDRAIL TAKEN DOWN BLK E - ADD GUARDRAILS AT SLIDING DOORS OFF BALCONIES BLK H - ADD GUARDRAILS AT SLIDING DOORS TO BALCONIES + AT DOGHOUSE STAIRS.

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Consultant's Signature:

Recipient's Name

 Recipient's Signature

Position

FIELD VISIT REPORT

65040

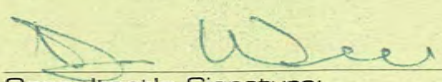
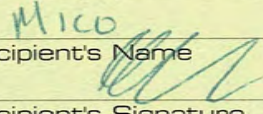
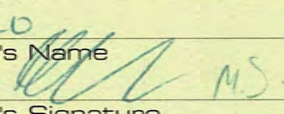


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Date: 20 NOVEMBER 2023		Time: 12:00	AM PM ✓
Premise/Project: JEFFERSON TOWNS		Weather: -2°C SUNNY	
Client: CORE 39	Number of Workers:	Supervisor: LAREDO	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	<u>PRO ACTIVE</u> field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
DRYWALL	BLK-D WORKER ON STILTS AT STAIR OPENING. TWO OTHER SETS OF STILTS IN HOUSE - CORRECTED
CARPENTER	BLK-B - WORKER ON SINGLE PLANK OVER STAIRWELL OPENING. SP TO WORKER ABOUT CLOSING OPENING AND HAVING 18" WIDE PLATFORM. - ADD GUARDRAIL AT STAIR OPENING ON MAIN FLOOR + 2ND FLOOR. - BEING WORKED ON
CORE 39	BLK E # 34,35 ADD GUARDRAIL + WARNING SIGN TO OPEN SLIDING DOORS. BLK D - NOTICED FIRE EXTINGUISHER ABSENT AT HEATER.

This field visit report is a brief observation of the physical conditions of the workplace/project site. The intent of the report is to promote hazard awareness and/or bring to the attention of the Client a number of items that may result in injury or illness to workers, general public, or other personnel and/or damage to property or equipment.
 This field visit report is NOT intended to be a complete or comprehensive report of all occupational health and safety contraventions present in the workplace or serve to identify all occupational health and safety requirements that the Client must comply with under the Occupational Health and Safety Act and its regulations. This field visit report does not, in any way, diminish or otherwise affect your duties and obligations as a Constructor or Employer pursuant to the Occupational Health and Safety Act. (R.S.O. 1990)

 Consultant's Signature:
  Recipient's Name: Mico
 Recipient's Signature: MS.
 Supervisor Position

FIELD VISIT REPORT

65046



SAFEX WORKPLACE SAFETY MANAGERS
 185 Riviera Dr., Unit 5 • Markham, ON L3R 5J6
 Tel: 905.475.7233 416.861.1200
 e-mail: info@safex.ca • website: www.safex.ca

Date: 27 NOVEMBER 2023		Time: 12:00	AM PM ☒
Premise/Project: JEFFERSON TOWNS		Weather: 10° CLOUDY	
Client: CORE 39	Number of Workers:	Supervisor: LAREDO	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	<u>PRO ACTIVE</u> field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
CARPENTER	BLOCK A - WORKER HAD HANDHAT IN ANOTHER HOUSE - CORRECTED
	BLOCK B - -WORKER ON 3RD FLOOR WITHOUT WEARING FALL PROTECTION -
	- CORRECTED
	- ADD GUARDRAILS AT ALL 3RD FLOOR STAIR OPENINGS. - SP
	TO ALL WORKERS.
	- REPAIR 3RD FLOOR STAIRS ON TOO MUCH OF A SLOPE.
	-SP TO WORKER
CORE 39	BLOCK E - REPLACE GUARD ON WALK-OUT DOORS.
	F - REPLACE GUARD ON WALK-OUT DOORS - CORRECTED
	BLOCK E + F - ADD FIRE EXTINGUISHER WHEN USING TEMPORARY
	HEAT.

This field visit report is a brief observation of the physical conditions of the workplace/project site. The intent of the report is to promote hazard awareness and/or bring to the attention of the Client a number of items that may result in injury or illness to workers, general public, or other personnel and/or damage to property or equipment.
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Consultant's Signature:

Recipient's Name
 Recipient's Signature

Position



Date: 4 DECEMBER 2023		Time: 10:30	AM ☒
Premise/Project: JEFFERSON TOWNS		Weather: 0° CLOUDY	PM ☐
Client: CORE 39	Number of Workers:	Supervisor ANNA	
Consultant: DAN WIEPERSHORN		Project Description LOW RISE RESIDENTIAL	

[illegible]

This field visit report is NOT intended to be a complete or comprehensive report of all occupational health and safety contraventions present in the workplace or serve to identify all occupational health and safety requirements that the Client must comply with under the Occupational Health and Safety Act and its regulations. This field visit report does not, in any way, diminish or otherwise affect your duties and obligations as a Constructor or Employer pursuant to the Occupational Health and Safety Act. (R.S.O. 1990)


Consultant's Signature:

~~ANNA~~ ANA COSC

Recipient's Name

Supervisor
Position

Recipient's Signature

FIELD VISIT REPORT

65065



SAFEX WORKPLACE SAFETY MANAGERS
 185 Riviera Dr., Unit 5 • Markham, ON L3R 5J6
 Tel: 905.475.7233 416.861.1200
 e-mail: info@safex.ca • website: www.safex.ca

Date: 11 DECEMBER 2023		Time: 12:45	AM PM ✓
Premise/Project: JEFFERSON TOWNS		Weather: -10° CLOUDY	
Client: CORE 39	Number of Workers:	Supervisor: ANA	
Consultant: DAN WIEDERHOLD		Project Description: LOW RISE RESIDENTIAL	

Employer	Comments
	PRO ACTIVE field visit to ensure compliance of the Occupational Health and Safety Act (OHSA) R.S.O.1990 and its related regulations.
DRYWALL	E-33 4 WORKERS WITH 1 HARDHAT. BROUGHT HATS IN FROM CAR. - CORRECTED
CARPENTER	B WORKER ON 3 RD FLOOR WITHOUT FALL PROTECTION. - CORRECTED GUARD ALL 2 ND FLOOR STAIR OPENINGS. ADJUST STAIRS ON SLOPE AND ADD SUPPORT AT TOP. SP TO ALL CARPENTERS
CORE	F-28 REPLACE GUARDRAIL ON 2 ND FLOOR. ALSO E-33 + E-36 KEEP SCRAPING THE ROADS FROM MUD.
EXTERNAL RAILING	F-28 REMINDED WORKERS TO HAVE FALL PROTECTION ON WHILE ON ROOF. ONE WORKER NOT WEARING HARNESS. - CORRECTED

This field visit report is a brief observation of the physical conditions of the workplace/project site. The intent of the report is to promote hazard awareness and/or bring to the attention of the Client a number of items that may result in injury or illness to workers, general public, or other personnel and/or damage to property or equipment.
 This field visit report is NOT intended to be a complete or comprehensive report of all occupational health and safety contraventions present in the workplace or serve to identify all occupational health and safety requirements that the Client must comply with under the Occupational Health and Safety Act and its regulations. This field visit report does not, in any way, diminish or otherwise affect your duties and obligations as a Constructor or Employer pursuant to the Occupational Health and Safety Act. (R.S.O. 1990)

Dan Wiederhold
 Consultant's Signature:

ANA
 Recipient's Name
[Signature]
 Recipient's Signature

Supervisor
 Position



SAFEX

WORKPLACE SAFETY MANAGERS

January 29, 2024

To Whom it may concern,

I have been attending the Core Constructors residential housing project weekly since it re-started in August 2023 in my capacity as a safety consultant. I make recommendations to improve Health and Safety on the project with respect to the Ontario Construction Regulations.

My safety recommendations are corrected by the management team prior to my next field visit. I have also provided training and attended health and safety meetings on the project.

If you have any questions please feel free to call the office at (416) 861-1200.

Dan Wiederhold
Safety Consultant
Safex Workplace Safety Managers

This is Exhibit "G", referred to in the Affidavit of Fengxi (Fanseay) Wang, sworn by Fengxi (Fanseay) Wang, of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI

Private and Confidential

To: Albert Gelman Inc., in its capacity as Receiver appointed of all present and future property assets of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership including the real properties known municipally as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario.

From: MILLER THOMSON LLP,

Date: January 30, 2024

Subject: **Information Request List**

A. Documents previously requested from the Receiver

The following documentation was previously requested from the Receiver on January 14, 2024 and the below documentary requests remain outstanding. Please provide copies of the following documents:

1. The professional fees incurred by the Receiver and its counsel to date;
2. The costs associated with the consultants, Camcos and Todd Gleen, including a brief summary of the consultants' scope of work;
3. The current indebtedness owing to Cameron Stephen Mortgage Capital Ltd. and Windsor Private Capital;
4. Detailed cost breakdown of the time and materials in connection with finalizing the Project and a current projection of future costs in connection with the time and materials required to finalize the completion of the Project;
5. Updated monthly site report(s) from the Project Construction Manager;

6. Updated report(s) with respect to the completion of repairs at the Project, which were confirmed to be 90-95% complete by construction consultants prior to the appointment of the Receiver;
7. Confirmation that the Pre-Delivery Inspection (“**PDI**”) schedule has not changed. In the event that the PDI schedule has been delayed, particulars with respect to the reason for such delay and any costs associated with such delay (i.e. any penalties resulting from a change to the PDI schedule);
8. Confirmation that the utilities (gas, hydro and water) have been provided to the Project site and are ready to be turned on;
9. A full breakdown of the \$7,000,000.00 loan obtained by the Receiver, including a current debt statement which includes accrued interest costs associated with the loan;
10. A copy of any financing commitment letters associated with the Receiver’s proposed increased borrowings; and
11. Confirmation that Mr. Wang and his team will be meeting with Cristian Oniga of Toddglen, Martin of Glynn Group, as well as the current Director of construction and the Construction Manager.

B. Documents with respect to the Glynn Report dated January 11, 2024

Please provide copies the following documents with respect to the Glynn Report dated January 11, 2024 (the “**Report**”):

1. All supporting invoices and documents for the latest draw referenced in the Report;
2. A detailed breakdown and explanation with respect to the budget increase to complete the Project as referenced in the Report; and
3. All financial records, including but not limited to balance statements, account payables and general ledger balance, with respect to the estimated costs to complete the Project as referenced in the Report.

C. Documents in connection with the completion of the Project

Please provide copies of the following documents in connection with the completion of the Project:

1. Any delay notices delivered to the purchasers after the appointment of the Receiver;
2. All consultant reports issued after the appointment of the Receiver, including construction progress reports and deficiency reports with photos, videos and/or notes;
3. All city inspection notes and records received after the appointment of the Receiver;
4. The updated Bulletin 19 Report;

5. All current construction contracts and purchase orders entered into after the appointment of the Receiver, including all agreements/communications with trades regarding the completion of the various contracts and schedule of values indicating progress of work; and
6. Any lien claimant documents in respect of liens registered to the Project after the appointment of the Receiver.

This is Exhibit "H", referred to in the Affidavit of Fengxi (Fanseay) Wang, sworn by Fengxi (Fanseay) Wang, of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read 'Patryk Sawicki', written in a cursive style.

Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI

+1 905.532.6661
mfazzari@millerthomson.com

[<image944e88.PNG>](#)

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From: jeff.larry@paliarerland.com
Date: February 1, 2024 at 10:09:59 AM EST
To: "Azeff, Gregory" <gazeff@millerthomson.com>
Cc: "Del Vecchio, Riccardo" <rdelvecchio@millerthomson.com>, bgelman@albertgelman.com, azeldin@albertgelman.com, dwoo@albertgelman.com, tmcelroy@albertgelman.com, ryan.shah@paliarerland.com
Subject: **[**EXT**]** RE: Information request

Greg/Riccardo:

I am attaching the Receiver's response to Fansey's information requests and the attachments thereto.

The Receiver spent considerable time putting this together and we trust that this, together with all of the other information previously provided to your client and the court, addresses his questions and will remove any opposition that he could possibly have to the Receiver's motion for a modest increase in the borrowing authority.

We look forward to hearing from you.

From: Azeff, Gregory <gazeff@millerthomson.com>
Sent: Tuesday, January 30, 2024 8:04 PM
To: Jeff Larry <Jeff.Larry@paliarerland.com>
Cc: Del Vecchio, Riccardo <rdelvecchio@millerthomson.com>
Subject: Information request

Jeff: Please see the attached information request. I will be on a flight to Vancouver most of the day tomorrow so please contact my partner Rick Del Vecchio (cc'ed) with any questions. Thanks.

GREGORY AZEFF

Providing services on behalf of a Professional Corporation
Partner

MILLER THOMSON LLP
Scotia Plaza
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[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

<1. Mortgage Statement for Information Purposes - 2024.pdf><2a. Block C - Finishes.pdf><2b. Block D - Finishes.pdf><2c. Block E - Finishes.pdf><3. Email to T. Dunn Jan 22 24.pdf><4a. Title search_PIN 03208-3229.pdf><4b. Title search_PIN 03208-3230.pdf><Receiver_s Response to Fansey_s Jan 30 24 Request for Information - Jefferson FINAL (Feb 1).pdf

From: Timothy Dunn <TDunn@mindengross.com>
Date: January 25, 2024 at 07:49:29 EST
To: Jeff Larry <jeff.larry@paliareroland.com>
Subject: Receivership of Jefferson Properties et al.

Morning Jeff.

Fanseay has now had an opportunity to review the recently QS report and Bulletin 19.

The concerns previously expressed by Fansey and his team respecting escalating costs and the failure of the construction management team to adhere to the closing schedule have only been elevated after reviewing the same.

It has become more critical than ever that Fansey and his team be provided with all of the information previously requested. It remains unclear how project costs have increased by in excess of \$7 million after the receiver was appointed with a projection of many more millions now being required to complete the project - a significant amount of such increased costs appearing to be the result of an unexplained delay in the construction schedule.

I have been informed by Fansey that the QS report is replete with errors, some as fundamental as the funding source calculation that erroneously includes the Dragon Holding loan as part of the source of funds. The owners provided the \$14 million in equity by way of cash injections.

Fanseay and his team are concerned that there appears to be no effective cost control. Trade creditors are not being paid on a timely basis, Taron requirements respecting notices to be sent to purchasers respecting closing delays have apparently not been followed.

A. Documents previously requested from Receiver

1. The professional fees incurred by the Receiver and its counsel to date

Response: All time has not been docketed. This information can be provided after January 2024 month end billing is completed. The Receiver and its counsel will, of course, seek court approval for their fees from time to time.

Comment: Albert Gleman has budgeted itself of 852k so far. It is surprised it has not docketed its fee after 6 weeks on the job. There is total about 2 million in Glynn increased cost for total receivership, that is significant number.

Receiver didn't provide the professional fees incurred to the date.

2. The costs associated with the consultants, Camcos and Todd Glenn, including a brief summary of the consultants scope of work

Response: The costs of consultants are included in the Glynn Report which you have been provided.

Comment:

Receiver did not provide the summary of scope of work on any consultant as mentioned above

3. The current indebtedness owing to Cameron Stephens Mortgage Capital Ltd. and Windsor Private Capital;

Response: Details of the mortgagees' indebtedness is set out in the application record dated December 6, 2023. Since that time, CSMCL's counsel provided a mortgage statement in respect of CSMCL's indebtedness to CSMCL to Khaled Gheddai, one of the Debtors' former counsel, on January 8, 2024 by email. Enclosed herewith is a copy of that statement. The Receiver understands that WPC's indebtedness is \$5 million plus accrued and accruing interest. The Receiver has not yet undertaken its review of the indebtedness of either CSMCL or WPC.

4. Detailed cost breakdown of the time and materials in connection with finalizing the Project a current projection of future costs in connection with the time and materials required to finalize the completion of the Project.

Response: To be determined. The Receiver's construction manager, Elevate, has confirmed that any deficiency repair work will not be on a time a materials costs basis when construction resumes. Any deficiency repair work will have a proper and complete scope and all work completed will be measured against the scope. Elevate will be preparing a budget that will be completed in 4 to 6 weeks.

Comment: This is totally unacceptable; The receiver never considers the time cost, the small portion of deficiencies left should be carried imdly based on T&M under tight and honest management, even if with lump sum contract, there is no way to spend 4-6 weeks for assessment and budget . At the time the receiver has caused more than 4 weeks delay on schedule, to spend another 4-6 weeks to prepare a budget, then go to repair is not showing any good faith to accelerate the work. Everyone will see it is a method to slow down the work and cause huge financial reverse in this project.

Receiver changed construction management at this stage of the project add transition cost, new construction manager need time to be familiar with as-is statue, causing further delay to the project, this is perfect example.

Also we know there are lots of repairing already completed, did Receiver require CORE to provide report before paying them? What is the T&M breakdown happened before.

Receiver didn't provide cost breakdown of T&M as requested.

5. Update monthly site report(s) from the Project Construction Manager

Response: Elevate took over as construction manager on January 24, 2024. No monthly reports have been prepared by Elevate as of this time. Core Constructors did not prepare an updated report for either December 2023 or January 2024.

Comment: Why Core did not prepare, and you allowed them to leave without the report after working 6 weeks after the receivership?

Receiver didn't provide any site report after receivership.

6. Updated report(s) with respect to the completion of repairs at the Project which were confirmed to be 90 to 95% complete by construction consultants prior to the appointment of the Receiver;

Response: Elevate held a meeting on January 29, 2024 with all of the construction consultants and requested reports with respect to any/all deficiencies. The construction consultants reports have not been completed at this time. The Receiver anticipates that these reports will be complete within three to four weeks. The Receiver provided Fanseay with a copy of the Bulletin 19 master deficiency list prepared by GM Global on January 22, 2024 which contained a significant list of current project deficiencies.

Comment: The Bulletin 19 deficiency is not updated, the one received has over 200 items. But in the materials provided in receivership court, the deficiency list of 200 items has been completed 90%, Fanseay has required the receiver to double check on January 22, he has not received any update yet. (Find the email communication)

Receiver didn't provide the updated repair report and Bulletin 19 report.

7. Confirmation that the Pre-Delivery Inspection ("PDI") schedule has not changed. In the event that the PDI schedule has been delayed, particulars with respect to the reasons for such delay and any costs associated with such delay (i.e. any penalties resulting from a change to the PDI schedule);

Response: Elevate is reviewing the pre-existing PDI schedule prepared by Core Constructors. Their review is not yet complete. We enclose a summary of finishes completed on Blocks C, D and E to date, as prepared by the Receiver's Director of Construction.

Comment: Receiver started work on Dec. 22, we have provided a complete transfer package, including the third party PDI service. We understand Receiver has also arranged CORE to coordinate the notice to the purchaser. The PDI scheduling is Tarion item, a late notice would cause huge penalty and damage the project's financing, we are surprised that Receiver says it doesn't have the information handy, and has to wait for new CM to provide report

Receiver didn't provide the PDI schedule.

8. Confirmation that the utilities (gas, hydro and water) have been provided to the Project site and have been turned on;

Response: We have requested confirmation of the above from Elevate. We will provide you with an update in this respect in due course.

Comment: How Receiver or Elevate didn't have this important information when took over the work from CORE, it is another example of negligence.

Receiver did not provide confirmation of the status of utilities.

9. A full breakdown of the \$7,000,000 loan obtained by the Receiver, including a current debt statement which includes accrued interest costs associated with the loan;

Response: The Receiver will be requesting a hearing date towards the end of February. At that time, the Receiver's interim statement of receipts and disbursements will be prepared and included with its second report to Court which will form part of its motion record.

Comment: The \$7,000,000 loan was approved on Dec. 22, 2023, there is no reason that the receiver could not provide the breakdown by Feb. 1. From Glynn report, only 5.6 million was received and distributed, we are very curious on why this fund was insufficient and how was distributed, as many new liens come to the project from the unpaid trades.

Receiver didn't provide breakdown as requested.

10. A copy of any financing commitment letters associated with the Receiver's proposed increased borrowings; and,

Response: The Receiver's Borrowings Certificates are included as Appendix "B" to the Receiver's First Report to Court dated January 18, 2024. Please refer to the Receiver's First Report which includes information relating to the Receiver's proposed borrowings.

Comment: That didn't show any commitment letter, due to the failure of raising 7 million first fund on time, we are very doubtful the receiver has new fund available. We all understand the current financing damage is mainly caused by prolonged schedule due to the delay payment to trades.

Receiver didn't provide the commitment letter.

11. Confirmation that Mr. Wang and his team will be meeting with Cristian Oniga of Todd Glenn, Martin of Glynn Group as well as the Current Director of Construction and the Construction Manager.

Response: The Receiver is not able to oblige third parties to meet with Mr. Wang nor does the Receiver feel that it will be beneficial to involve Mr. Wang in any such meetings. We understand that Mr. Wang has made requests to several of the above noted consultants for meetings.

Comment: Why is no beneficial for us to meet with the consultant, to understand and see what they missed? The fact is the cost is so much overrun and many mistake in the budget, the site is so much delayed comparing to the schedule provided to the Receivership court, which believed the Receivership is the best for the project.

From all we can see here, we believe the project is damaged because the negligence of Receiver and its team.

Receiver did not confirm the meeting as requested.

B. Documents with respect to the Glynn Report dated January 11, 2024

Please provide companies of the following documents with respect to the Glynn Report dated January 11, 2024 (the "Report"):

1. All supporting invoices and documents for the latest draw referenced in the Report;

Response: Refer to Exhibit "D" of the Report.

Comment: We found there are many payments was not paid, why? How can Receiver choose some to pay some not to pay?

Receiver didnt provide the reason why the payment is not according to the supporting invoices approved by QS.

2. A detailed breakdown and explanation with respect to the budget increase to complete the Project as referenced in the Report; and,

Response: This was provided by the Receiver to Mr. Wang's legal counsel on January 22, 2024 and is enclosed again for ease of reference.

Comment: That is not explanation, just a breakdown, we asked why the budget increase? And we will need the supporting of this increase? Budget has been revised with Core before receiver took over, we will need the explanation of the cost increase with supporting. We notified some big mistake imdly on Jan. 22, but never got reply back (email attached).

Receiver didn't provide the explanation.

3. All financial records, including but not limited to balance statements, accounts payables and general ledger balance, with respect to the estimated costs to complete the Project referenced in the Report.

Response: The accounting records are not up to date based on the Receiver's review of the Grand Grace accounting software. As of this time, the most relevant information related to the estimated costs to complete the Project are included in the Report.

Comment: When we handed over the account, it was updated, why Receiver or its team doesn't keep the account updated in operation?

Receiver did provide the financial record.

C. Documents in connection with completion of the Project

Please provide copies of the following documents in connection with the completion of the Project:

1. Any delay notices delivered to the purchasers after the appointment of the Receiver;

Response: The Receiver is reviewing the notices sent out by the prior construction manager. This information will be provided in due course.

Comment: Again, this review is an on going task, it is so important to keep the notice within legal time, to avoid penalty, how Receiver or its DC doesn't have clue yet.

Receiver didnt provide the late notice as requested.

2. All consultants reports issued after the appointment of the Receiver, including construction progress reports and deficiency reports with photos, videos and/or notes;

Response: The Receiver will have to review its engagement terms with respect to any confidentiality concerns and will provide an update in due course.

Comment: It seems Receiver is not clear what the work the construction consultant Todd Glen and DC Comcos need to do to engage the site on correct performance. These reports should have been provided and reviewed after 6 weeks Receiver came on board.

Receiver didnt provide consultant report as requested.

3. All city inspection notes and records received after the appointment of the Receiver;

Response: The Receiver is working with Elevate to identify the status of city inspections. We will advise in due course.

Comment: Did Receiver never required CORE to provide? This is the critical items to keep the site running legally.

Receiver didn't provide inspection note as requested.

4. The updated Bulletin 19 Report;

Response: Please refer to item A6. above. The Part 9 structures were included under Bulletin 19 which is atypical. The Receiver is engaged with Tarion in this regard.

Comment: We noticed Receiver before, Part 9 structure were included under Bulletin as we devoted to meet Taron request on the quality.

Receiver didn't provide the report as requested.

5. All current construction and purchase orders entered into after the appointment of the Receiver, including all agreements/communications with trades regarding the completion of the various contracts and schedule of values indicating progress of work; and,

Response: Elevate is reviewing all supply and trade agreements to make a determination as to whether it will continue to work with these parties.

Comment: Can receiver say in past 6 weeks, Receiver or its team signed no PO? So the site didn't perform on last 6 weeks? Then why Receiver affidavit in Receivership court that the CM Core is the best fit for the project?

Receiver didn't provide the PO as requested.

6. Any lien claimants documents in respect of liens registered to the Project after the appointment of the Receiver.

Response: This is publicly available information. Enclosed is the most recent Land Title Search obtained by the Receiver. The Receiver is undertaking a review of each of the registered liens.

Comment: It seems that Receiver didn't care about lien registration, as many trades verbally and in writing advised they would put the lien bcus of payment.

Receiver didnt provide the lien claimants

This is Exhibit "I", referred to in the Affidavit of Fengxi (Fanseay) Wang, sworn by Fengxi (Fanseay) Wang, off the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on March 3, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

PATRYK SAWICKI

From: Dan Woo dwoo@albertgelman.com
Subject: RE: Transfer package of Richmond Hill Grace
Date: December 23, 2023 at 4:34 PM
To: Fansey Wang fanseyw@grandgracedevelopment.com, Tom McElroy tmcelroy@albertgelman.com
Cc: Jeffrey Larry jeff.larry@paliarerland.com, Bryan Gelman bgelman@albertgelman.com, Jessica S jessicas@grandgracedevelopment.com, James james@grandgracedevelopment.com

DW

Thank you Fansey. We will be reviewing this information shortly.

Dan Woo, CPA, CMA, CIRP, Licensed Insolvency Trustee (LIT)
Managing Director (Prairies) – Financial Restructuring Group



Albert Gelman Inc. | T: 416.504.1650 ext. 127 or 780.666.9019 | M: 780.660.4068
| E: dwoo@albertgelman.com |

From: Fansey Wang <fanseyw@grandgracedevelopment.com>
Sent: Saturday, December 23, 2023 2:21 PM
To: Dan Woo <dwoo@albertgelman.com>; Tom McElroy <tmcelroy@albertgelman.com>
Cc: Jeffrey Larry <jeff.larry@paliarerland.com>; Bryan Gelman <bgelman@albertgelman.com>; Jessica S <jessicas@grandgracedevelopment.com>; James <james@grandgracedevelopment.com>
Subject: Transfer package of Richmond Hill Grace

Dear Dan and Tom,

Thank you for your time yesterday visiting us and the site. We especially appreciate that with your efforts, our trades got partially paid to tide them and their families over for the holidays.

Further to the hard copy of our transfer package we prepared and gave to Tom, we have updated it with additional informations that we hope can help you to address some pressing issues timely and have cost and schedule under control down the way.

There are total 16 sections from construction to customer service, from payable to cost to complete....

1. Pending construction issues & Consultant list
2. 2nd Notice of Occupancy (updated schedule)
3. Stairs issue & Solution
4. Plumbing fixture solution
5. Cost to complete analysis
6. Account payable (Dec.05)
7. Account payable (Jan. 05)
8. New invoice & Rejected bills
9. Core contract extension discussion
10. Taxation, warranty, service & Property management

10. Tarion warranty service & Property management
11. Welcome letter to new homeowner
12. After sales customer service contract
13. PDI quote
14. QDEF Tarion software contract
15. Owner's site supervisor candidates
16. Termination of service contracts

Please find it in the share link below.

<https://drive.google.com/file/d/1BgjZgWA03xRVF02RNAw8dZqI95RC7XPs/view?usp=sharing>

Any further information you need please advise any time.

May you and your family have a good holidays season 🌲 🙏



Fanseay Wang
President

Together we create communities!

TRANSFER PACKAGE

Prepared by Jefferson Properties Limited Partnership
(JPLP)
to Albert Gelman Inc.
(Court-Appointed Receiver)

December 21, 2023

This file was prepared exclusively for the internal use of Albert Gelman Inc. (AGI), the court-appointed Receiver, not for general circulations or third parties without the consent of JPLP.

Introduction

As AGI and JPLP have the common goal of completing the Richmond Hill Grace – Jefferson Town project (the Project) successfully, we have prepared this file in the hope of providing helpful information to assist AGI in the process of taking over the Project.

We are standby on answering any question and discussion.

The enclosed documents are categorized into the following 16 sections:

1. Pending issues about Construction & Consultant list	Pg 3
2. 2nd Notice of Occupancy (updated schedule)	Pg 7
3. Stairs issue & Solution	Pg 12
4. Plumbing fixture solution	Pg 15
5. Cost to complete analysis	Pg 19
6. Account payable (Dec.05)	Pg 24
7. Account payable (Jan. 05)	Pg 29
8. New invoice & Rejected bills	Pg 35
9. Core contract extension discussion	Pg 44
10. Tarion warranty service & Property management	Pg 91
11. Welcome letter to new homeowner	Pg 96
12. After sales customer service contract	Pg 106
13. PDI quote	Pg 111
14. QDEF Tarion software contract	Pg 127
15. Owner's site supervisor candidates	Pg 135
16. Termination of service contracts	Pg 143

1

Pending Issues about construction & Consultant list

Pending Issues about Construction

Re: Deficiency Repairs

- As per Core, total items (800+ items) including Bulletin 19 (245 items) and other items identified by Core have only approx. 100 items left;
- Core has been updating the lists unto 700 items, Bulletin should have them done very soon;
- Costs have been high and could to be better monitored to increase efficiency:
 - a. Hourly workers daily signing sheets (we have required full names and individual signature)
 - b. Better to have scope of work, budget, and progress provided for payment (biweekly)
- City inspection reports need to be ordered from city link , James is working on this, please advise if you need him to continue.

Re: Stairs

- Stair delivery had been slow, I reminded this from August, it is critical path for schedule.
- A worst scenario of cost increase by sourcing elsewhere was estimated at \$700 (almost double the original contract at \$800K) I rejected to explore this option
- Royal oak agreed to mitigate with the request of deposit or 180k increase (30 days term) Frank is working on trying to meet the occupancy schedule of Block F (occupancy date set as Jan 31, 2024) , I am quite concerned of this block.

Re: Encapsulating Block B

- Initial proposal by Core including encapsulating both Block H and Black B at almost \$240K;
- At a result of our cost control effort, Core has explored other ways to avoid over \$100 K extra cost of encapsulation of this Block B;
- Fanseay has signed Purchase Orders for both blocks, however, Block B can be avoided saving \$100K, if Frank can try his best to avoid.

Re: Contract Extension with Core

- Original contract was signed based on our understanding that Division I cost should be included as that was included in previous construction manager (DC&F)'s agreement.
- Fanseay signed Core onboard because Core was recommended by Enzo Di Giovanni and the perceived management fee was lower.
- When the first month invoice was presented with Division I cost billed as extra, Fanseay was very surprised but as Enzo warned that if Fanseay voiced his concern, the project could go into receivership (the inflated construction lien posed by DC&F was still in place at that time). So Fanseay accepted to pay for this additional Division 1 cost.
- Current contract was signed with main items below:

- o To complete project in 6 months, ending on Jan. 17, 2024 at capped price of \$1.30 million (Owner's understanding is it includes Division 1, legal advice attached), we didn't argue at the time to keep project moving in good peace
- o Based on that, 90k + 4% of hard cost (capped 720k based on agreed 18 million) is paid per month:
- o If the Project cannot be completed on Jan 17, 2024, we only need to pay maximum \$23k/month till it is completed, which is to cover two persons (super and/or finishing super)
- o Core sent us Default Notice (the Notice) on Dec 2 and 12 with an intention to negotiate an extension of contract by trying to establish that Core's unable to finish the Project was due to our not providing information such as drawings in time, which we disagree (Please see attached our response sent to Frank already);
- o But we are willing to discuss the extension on a fair and cost-effective basis.
- To extend Core's contract:
 - o Our plan was to perform a comprehensive evaluation of Core's performance as per the CCDC contract, especially on the deficiency repair work.
 - o Review the duration of the extended contract: we think 4 months to May 17, 2024 is sufficient as Core promised to finish this project in 6 months by Jan 2024; and furthermore, the latest occupancy date confirmed by Core is May 2, 2024 (April 30, 2024 as per ours) and there is space to improve if funding is not an issue.
 - o Review the composition of his current and proposed management fee:
 - Core management contract needs to extend, in original contract, there is only 23k per month till the completion, obvious it would not be enough, a reasonable fee shall be discussed and settled, the project should finish the construction by April 30 (except landscaping)
 - PDI can be done by PDI group (Darlene Freeman's team, the DF Consultants) at a more cost effective and professional level; (\$16K in total for 96 units vs \$45K if done by Core)
 - Tarion Warranty Service cannot be done by Core as his staff clearly told us that they don't have capacity to do this service, although they can do PDI (rushed at only 45 mins per PDI, which might provide a very negative experience to customers). In addition, Core will not use a Tarion-compatible software but a spreadsheet to manually track deficiencies. Given their inability to produce updated list to track current deficiency repairs, this would be a challenge for us to manage in 7 years's Tarion. .
- Director of Construction (actually need an owner's site super)
 - o We strongly oppose that Enzo Di Giovanni be assigned in the project.
 - o Enzo/EDG COR Inc. was later found to have provided fabricated resume as attached, and misleading information from the onset, was negligent and didn't perform as per the contract as attached, causing allcost overruns and schedule delays.

Project Consultant List

Consultant Company	Specialty
DaTom Group Ltd.	Engineering - Electrical System Design
Disano Sprinkler Design	Engineering - Sprinkler Design
InGeo Design Ltd.	Engineering - Shoring
GM Global	Bullet -19 Consultant
J.E. Coulter Associates Ltd.	Engineering - Noise
J.D. Barnes	Surveyor
M.V. Shore Associates (1993) Limited	Engineering - Mechanical & Electrical
Masongsong Associates	Engineering - Civil
Patton Design Studio	Interior Design
RJC Engineers	Engineering - Structural
SRN Architects Inc.	Architect
Stantec	Landscape Architect
Terraprobe	Engineering - Geotechnical & Hydrogeological

- o We have terminated our contract with Enzo.(Consequently, we terminated our contract with Mary Langdon, for conflict of interest as Mary is Enzo's sister, whom Enzo urged us to hire as our accountant to replace James Xu).
- o We request that payment to his latest invoices be stopped (see attached invoices for his service that we rejected)
- o Should a successor to Enzo is needed, we have three candidates at arm's length (have been interviewed and reference checked). They are much more qualified, experienced and affordable (at less than 1/2 of Enzo's monthly fee of \$35K). See attached resumes.

2

2nd Notice of Occupancy (after updated schedule)

From: Fanseay Wang fanseayw@grandgracedevelopment.com 
Subject: Fwd: Schedule of occupancy and stairs
Date: December 21, 2023 at 5:18 PM
To: Dan Woo dwoo@albertgelman.com

FW

Hi Dan,

Following our recent discussion, I wanted to bring your attention to a few critical points regarding the project schedule (which I attached below,) particularly in Block F.

The drywall installation in Block F is currently underway, but the timeline is extremely tight. I suggest we promptly reconfirm the schedule for both Block F and B to ensure smooth progress in Tarion matter. Specifically for Block F, if there's any indication that we might fall behind, we need to consider sending a second notice before the upcoming holiday.

Regarding Royal Oak Stairs, they've presented us with two options to ensure on-time delivery:

Option A: Provide a deposit of approximately 100k, maintaining the current price.

Option B: Implement a change order of 180k as an acceleration premium.

It's crucial to note that all blocks, except for F, have agreed to one of these options. Frank mentioned ongoing discussions with Block F, and I'm hopeful that any outstanding issues have been resolved by now. My recommendation is to consider Option A, aligning with our decision to allocate an additional one million for working capital, enhancing efficiency throughout the construction process.

Additionally, there's ongoing repair work, albeit limited. The contractor has committed to deploying 30 carpenters for a week to expedite the process. Please have a way to ensure a swift and effective completion.

In my recent conversations with drywall, tile, and HVAC subcontractors, it's evident that everyone is relieved the hurdles are behind us. With you on board, I am confident the project will progress seamlessly.

Thank you for your attention to these matters, and I appreciate your dedication to the project. Have a good evening.

Best regards,



Fanseay Wang
President

Together we create communities!

Begin forwarded message:

Type text here

From: fanseayw@grandgracedevelopment.com
Subject: **Schedule of occupancy and stairs and cabinet**
Date: December 21, 2023 at 3:21:16 PM EST
To: Frank Servello <servello@corebuildco.com>
Cc: Ana Cosic <a.cosic@corebuildco.com>, Jessica S <jessicas@grandgracedevelopment.com>

Hi Frank and Ana,

After you called trades back to work, please confirm my 2nd notice time would be met, that is the most important.

I am doing my best for this project, I feel this is the best thing to do now, any further fight would only damage.

Now we are able to pay the stairs deposit, please try to use the plan A so we can get the price unchanged. Can you double check with him?

Do you need me to call Jessica Chen.
 B rgds
 Fanseay

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CORE CONSTRUCTORS LTD.

GRAND GRACE DEVELOPMENT

Section – 9 Project Closing Dates :

REV. 1 DECEMBER 14, 2023	CURRENT PDI/CLOSING DATES	Occupancy Dates as per Owner	2nd Notice by Owners for Occupancy
BLOCK A	26-Feb	28-Feb	N/A
BLOCK B	28-Mar	31-Mar	N/A
BLOCK C	12-Feb	28-Feb	N/A
BLOCK D	29-Jan	31-Jan	N/A
BLOCK E	18-Feb	28-Feb	N/A
BLOCK F	29-Jan	31-Jan	N/A
BLOCK G	01-Apr	Feb-29	10-Apr
BLOCK H	02-May	30-Apr	30-Apr
BLOCK I	08-Apr	15-Mar	20-Apr

Fanseay Wang
 President
 Grand Grace Development

From: Jessica S jessicas@grandgracedevelopment.com 
Subject: Urgent Notice to Purchasers
Date: December 22, 2023 at 11:48 AM
To: tmcclroy@albertgelman.com
Cc: Fansey Wang fanseyw@grandgracedevelopment.com

JS

Type text here

Hi Tom,

Please check with Core if we are still on track for Block D, F and Block B as the dates we notified our customers are as attached.

Block D: seems to be meeting the schedule for interim occupational on Jan 31,2024.

Block F: Ana told James recently that there may be 1 month delay for interim occupancy also set as Jan 31,2024

Block B: Interim occupancy set on March 31,2024. If any delays to Block B, the notice needs to be emailed to customers by Dec 31, 2023 with new critical dates.

Type text here

Thanks,

Jessica Wang
VP, Marketing & Customer Relations
Grand Grace Development

CORE CONSTRUCTORS LTD.

Type text here
GRAND GRACE DEVELOPMENT

Section – 9 Project Closing Dates :

REV. 1 DECEMBER 14, 2023	CURRENT PDI/CLOSING DATES	Occupancy Dates as per Owner	2nd Notice by Owners for Occupancy
BLOCK A	26-Feb	28-Feb	N/A
BLOCK B	28-Mar	31-Mar	N/A
BLOCK C	12-Feb	28-Feb	N/A
BLOCK D	29-Jan	31-Jan	N/A
BLOCK E	18-Feb	28-Feb	N/A
BLOCK F	29-Jan	31-Jan	N/A
BLOCK G	01-Apr	Feb-29	10-Apr
BLOCK H	02-May	30-Apr	30-Apr
BLOCK I	08-Apr	15-Mar	20-Apr

3

Stairs issue & Solution

From: Fansey Wang fanseyw@grandgracedevelopment.com 
Subject: Re: BLOCK D TODAY
Date: December 11, 2023 at 5:54 PM
To: Enzo enzo@grandgracedevelopment.com, Frank Servello servello@corebuildco.com
Cc: Ana Cosic a.cosic@corebuildco.com

FW

Hi Gentlemen,

We would either spend the 180k, or we will put deposit done to keep the price, as far as he could make the promised delivery.

Please have both stated on paper of each block delivery, ready to sign on both sides.

Also the block F, what is the earliest he can do?

Fansey Wang
President
Grand Grace Development

On Dec 11, 2023, at 16:48, Enzo <enzo@grandgracedevelopment.com> wrote:

Hi Fansey,

I sent this over to you last Wednesday. Perhaps you missed it. Here it is again in it entirety below in Green.

From: Enzo
Sent: December 6, 2023 5:09 PM
To: tgirard@royalstair.ca
Cc: blair@royalstair.ca; 'Bruno' <bruno@royalstair.ca>; Fansey Wang <fanseyw@grandgracedevelopment.com>; Frank Servello <servello@corebuildco.com>
Subject: RE: Regarding proposed accelerated schedule

Hi Troy,

Thank you for sending this over. I have copied the Owner and Frank so that they are apprised of the situation. I will meet with Frank and his team tomorrow to investigate Block F conditions further and will reach out to you once I have all the necessary information so that we can negotiate and come up with an entire and accurate cost. As discussed, we don't anticipate issues with Blocks G, H & I and as such don't expect a premium as they are to be fully delivered until April of 2024. I will contact you as soon as I have all the information.

Kind regards,

<image001.jpg>

From: tgirard@royalstair.ca <tgirard@royalstair.ca>
Sent: December 6, 2023 4:59 PM
To: Enzo <enzo@grandgracedevelopment.com>
Cc: blair@royalstair.ca; 'Bruno' <bruno@royalstair.ca>
Subject: Regarding proposed accelerated schedule

Hello Enzo, Further to our conversation regarding the proposed accelerated schedule (see below email from Ana dated Dec 4th) we can install Block C, D, E, A, and B and meet your proposed closing schedule but there will be a cost associated with this. This will require concessions and modifications to our current in house schedule resulting in excessive overtime and loss of future business. The cost associated with this change will be \$185k.

However, we cannot meet your revised closing schedule for Block F

.....
On Dec 4, 2023, at 2:01 PM, Ana Cosic <a.cosic@corebuildco.com> wrote:

Darlene,

See attached. Highlighted are hard dates.
Block D obviously is in progress- however, in order to meet site requirements, additional manpower will be required.
One installer taking 1.5 to 2 days a unit is halting my productions. I have trades waiting.

Please advise asap the following delivery and install dates for:

Block C- Nosing & Railings (Closing Feb 12)
Block D- Nosing & Railings (Closing Jan 29)
Block F- Stairs, Nosing & Railings (Closing Jan 29)
Block E- Stairs, Nosings & Railings (Closing Feb 13)
Block A- Stairs, Nosings & Railings (Closing Feb 26)
Block B- Stairs, Nosings & Railings (Closing Mar 28)

Thank you

Troy Girard

Royal Oak Railing and Stair

1131 Gorham Street, Unit 13

Newmarket, Ontario, L3Y 8X9

Phone: 905-853-5727

Fax: 905-853-3341

tgirard@royalstair.ca

www.royalstair.ca

Kind regards,

<image001.jpg>

From: Fanseay Wang <fanseayw@grandgracedevelopment.com>

Sent: December 11, 2023 4:31 PM

To: Enzo <enzo@grandgracedevelopment.com>

Cc: Ana Cosic <a.cosic@corebuildco.com>; Frank Servello <servello@corebuildco.com>

Subject: Re: BLOCK D TODAY

Hi Enzo.

I didn't rcv, can u copy proposal here?

Fanseay Wang

President

Grand Grace Development

On Dec 11, 2023, at 16:28, Enzo <enzo@grandgracedevelopment.com> wrote:

Hi Fanseay,

Below is the response we are getting from the Royal Oak Stairs with respect to delivery.

I sent you their new proposal for review last week. Please advise on how you would like to proceed or perhaps like me to respond?

Kind regards,

<image001.jpg>

From: Darlene Parks <darlene@royalstair.ca>

Sent: December 11, 2023 2:41 PM

To: Ana Cosic <a.cosic@corebuildco.com>

Cc: Enzo <enzo@grandgracedevelopment.com>; Frank Servello <servello@corebuildco.com>;

Bruno Chapinotti <bruno@royalstair.ca>; Blair Hilder <blair@royalstair.ca>; Troy Girard

<tgirard@royalstair.ca>; Fanseay Wang <fanseayw@grandgracedevelopment.com>

Subject: Re: BLOCK D TODAY

Hi Ana,

4

Plumbing fixture solution

From: Fanseay Wang fanseayw@grandgracedevelopment.com 
Subject: Fwd: PLUMBING FIXTURE FINAL SELECTIONS
Date: December 21, 2023 at 7:39 PM
To: Dan Woo dwoo@albertgelman.com

FW

Hi Dan,

I've dedicated a significant amount of time to carefully consider our choice of plumbing fixtures (as attached,) and I wanted to update you on my decision.

After thorough deliberation, I've finalized the list, and I believe the chosen fixtures, particularly from Moen, offer the best value with minimal impact on the budget. Most of our clients are familiar with Moen as a reputable brand, and I'm confident that the aesthetic appeal of my selection surpasses the previous Rabrios options.

In terms of features, any differences are minimal, and I'm certain our clients will appreciate the upgrade. Should they inquire about the cost difference, I am willing to cover it after closing. However, at this point, I don't see the need to increase the budget.

As you know, trades often attempt to include substantial additions in change orders. In this case, they pressured me to accept a change order with over a 300k increase, emphasizing that the items were included in the change notice we provided to clients during the COVID period. It's worth noting that I intentionally selected those items to secure a lower price, my clients have showed no favor on this brand.

I wanted to keep you informed about these negotiations and reassure you that I am doing my best to manage costs without compromising quality. If you have any insights or recommendations on how to navigate this situation, please let me know.

Thank you for your understanding, and I look forward to your guidance on the matter.



Fanseay Wang
President

Together we create communities!

Begin forwarded message:

From: Fanseay Wang <fanseayw@grandgracedevelopment.com>
Subject: Re: PLUMBING FIXTURE FINAL SELECTIONS
Date: December 11, 2023 at 8:23:27 PM EST
To: Frank Servello <servello@corebuildco.com>
Cc: Ana Cosic <a.cosic@corebuildco.com>, Enzo <enzo@grandgracedevelopment.com>, Hamed Ramandi <hamed@idealplumbingdrain.com>, Reza Hassanzadeh <reza.h@idealplumbingdrain.com>, Mico Servello <m.servello@corebuildco.com>, Natalie Servello <n.servello@corebuildco.com>

Resent
Fansey Wang
President
Grand Grace Development

On Dec 11, 2023, at 18:44, Frank Servello <servello@corebuildco.com> wrote:

I need clear direction in writing and the selections signed by ownership pls
Sent from my iPhone

On Dec 11, 2023, at 6:08 PM, Fansey Wang <fanseyw@grandgracedevelopment.com> wrote:

Frank, what is the problem here? I spent so much to to choose the fixture and you reduce to place this order to trade?
Fansey Wang
President
Grand Grace Development

On Dec 11, 2023, at 17:33, Frank Servello <servello@corebuildco.com> wrote:

Fansey

We ah e. Spent a lot of time on this pls communicate directly to the trades direct core in writing of what you want
Ana

Kindly move on forward from this topic leave it in ownership pls

Thank you
Sent from my iPhone

On Dec 11, 2023, at 5:31 PM, Fansey Wang <fanseyw@grandgracedevelopment.com> wrote:

What to cost more, to compensate the difference?

Fansey Wang
President
Grand Grace Development

On Dec 11, 2023, at 16:50, Ana Cosic <a.cosic@corebuildco.com> wrote:

Fansey,

Circling back to Enzo's email- I too foresee this being very problematic with Tarion. Would cost more in the longer run.

Get [Outlook for iOS](#)

From: Fansey Wang <fanseyw@grandgracedevelopment.com>

Sent: Monday, December 11, 2023 4:40:03 PM

To: Ana Cosic <a.cosic@corebuildco.com>

Cc: Frank Servello <servello@corebuildco.com>; Enzo <enzo@grandgracedevelopment.com>; Hamed Ramandi <hamed@idealplumbingdrain.com>; Reza Hassanzadeh <reza.h@idealplumbingdrain.com>; Mico Servello <m.servello@corebuildco.com>; Natalie Servello <n.servello@corebuildco.com>

Subject: Re: PLUMBING FIXTURE FINAL SELECTIONS

Fansey Wang
President
Grand Grace Development

On Dec 11, 2023, at 10:02, Ana Cosic <a.cosic@corebuildco.com> wrote:

**PROPOSAL FOR RICHMONDHILL GRACE
(67 JEFFERSON SIDE ROAD)**

Type text here

Number 0022R2

11-Dec-23

To the attention of:

Corebuildco Inc.

55 Wings Rd, Woodbridge, On
suite #1, L4L6B4

Grand Grace Development

8000 Jane st, Concord, ON, L4K 5B8

Upgrade fixtures as builder's request to new specs from entry-level fixtures.

Builders entry-level fixtures list				
Type	Model	Total quantity	Price	Total
Lavatory Sink	Cantrio Koncepts Rectangular ps-106	284	\$ 168.00	\$ 47,712.00
Lavatory Faucet	Moen Danika #WSL84733 1 hole faucet.	284	\$ 116.82	\$ 33,176.88
Kitchen Sink	Blanco Quartz SKU402242	96	\$ 247.00	\$ 23,712.00
Kitchen Faucet	Moen Method #7585c 1-hole faucet with pull-out spray	96	\$ 360.00	\$ 34,560.00
Shower set	Moen Chateau #62380/TL183 posi-temp tub & shower fitting	139	\$ 115.93	\$ 16,114.27
Shower set for master ensuite	DELTA DF-KIT1 VERO MONITOR 17 SERIES SHOWER KIT	65	\$ 1,380.00	\$ 89,700.00
Laundry Sink	MUSTEE - floor mount Economy 14UTILAB	40	\$ 82.88	\$ 3,315.20
Laundry Faucet	WALTEC -two handle 29W231	40	\$ 35.40	\$ 1,416.00
Bathtub	Mirolin Phoenix #PA6030L/R acrylic skirted tub	111	\$ 454.30	\$ 50,427.30
Toilet	American standard Evolution #2752-128 round front with complete seat	267	\$ 152.22	\$ 40,642.74
TOTAL				\$ 340,776.39

Type text here

Type text here

Jefferson new standard fixtures list				
Type	Model	Total quantity	Price	Total
Lavatory Sink	Cantrio Koncepts Rectangular ps-106	284	\$ 168.00	\$ 47,712.00
Lavatory Faucet	Moen Danika #WSL84733 1 hole faucet.	284	\$ 116.82	\$ 33,176.88
Kitchen Sink	Blanco Quartz SKU402242	96	\$ 247.00	\$ 23,712.00
Kitchen Faucet	Moen Method #7585c 1-hole faucet with pull-out spray	96	\$ 360.00	\$ 34,560.00
Shower set	Moen Chateau #62380/TL183 posi-temp tub & shower fitting	139	\$ 115.93	\$ 16,114.27
Shower set for master ensuite	DELTA DF-KIT1 VERO MONITOR 17	65	\$ 1,605.01	\$ 104,325.65
Laundry Sink	MUSTEE - floor mount Economy 14UTILAB	40	\$ 82.88	\$ 3,315.20
Laundry Faucet	WALTEC -two handle 29W231	40	\$ 35.40	\$ 1,416.00
Bathtub	Mirolin Phoenix #PA6030L/R acrylic skirted tub	111	\$ 454.30	\$ 50,427.30
Toilet	American standard Evolution #2752-128 round front with complete seat	267	\$ 152.22	\$ 40,642.74
TOTAL				\$ 355,402.04

Total for Jefferson new standard fixture list	\$ 355,402.04
builders' entry-level totals	\$ 340,776.39
Upgrade cost for new standard fixtures	\$ 14,625.65
HST	\$ 1,901.33
Grand total	\$ 16,526.98

Yours truly,
Plumbing and Drain 119
Finch Ave East Toronto,
ON M2N 4R6
www.idealplumbingdrain.co



DIRECTOR

Approved by:
Corebuildco Inc.
55 Wings Rd,
Woodbridge, On

Grand Grace development
8000 Jane st, Concord,
ON, L4K 5B8

5

Cost to complete analysis

Hard Cost Details & Contract Status

	Description	Current Contractor for Cost to Complete	Project Budget	Amount to Date	Jan 5th draw	Cost To Complete	Comments	Key Contractor Supporting Documents		
								Contracts Received	Letter of Intent	Quotes/POReceived
1.00	Division 1									
1.01	Historical Costs		4,042,299	4,042,299	-	-				
1.08	Temp. Hydro Site Services Set Up		1,192	1,192	-	-				
1.09	Temp. Hydro Site Services	Multitech	15,000	2,870	600	11,530	600 monthly rental + temp utility			
1.30	Labour	Hera Services	389,318	132,297	57,021	200,000	38/hr per labour Core forecast cost to complete 200k, monthly cost too high, need reassess the needs and number of general labour on site and reduce cost , PO provided			
1.34	Waste Management - Bins	1st Choice Disposal	227,079	139,319	12,760	75,000	No contract provided, , 75k is the Core forecast cost to complete, need reassess the needs and reduce cost			
1.42	Rental Equipment	Coopers. Stephenson's, Arthur Lifts, Canadian Rental Center, Emergency Propane Services	991,954	633,905	58,049	300,000	No contract provided Only have Stephenson's asset list Need asset list from all rental companies and need to reassess rental equipment needs and return what is not necessary onsite, room for further cost reduction			
1.55	Misc.	Core reimbursement, Fense Rental - Toilet- Throne Porta Potty, Misc Material - Watson Building Suppliers, Whitecap Building Supplies Site Camera- Fortress Security Inc.	154,541	-	29,541	125,000				
1.00	Total Division 1	-	5,821,382	4,951,882	157,970	711,530	-	-		
2.00	Division 2									
2.05	Shoring		766,268	766,268	-	-				
2.06	Shoring		10,855	10,855	-	-				
2.07	Excavations & Backfill	Bel-co	1,173,690	1,062,209	111,481	-	huge backfill cost , hrly based, but it is done by Dec according to Core, PO provided			
2.08	Excavations & Backfill		77,591	77,591	-	-				
2.09	Granulars		231,726	228,774	2,952	-				
2.11	Underslab Drainage		490,233	478,533	11,700	-				
2.13	Exterior Signage		10,080	-	10,080	-				
2.17	Site Servicing - Roads		2,112,451	2,087,906	24,545	-				
2.20	Landscaping	Rafat	1,460,000	-	-	1,460,000	Contract Provided	1,460,000		
2.00	Total Division 2		6,415,286	4,794,529	160,757	1,460,000	-	-		
3.00	Division 3									
3.01	Concrete Formwork		2,536,329	2,536,329	-	-				

	Description	Current Contractor for Cost to Complete	Project Budget	Amount to Date	Jan 5th draw	Cost To Complete	Comments	Key Contractor Supporting Documents		
								Contracts Received	Letter of Intent	Quotes/PORReceived
3.02	Concrete Formwork - DNR & Fammpa	Concrete Repair - Fammpa Block B & H Concrete work - JCL Capital Concrete	1,176,136	915,417	160,719	100,000	Repair cost too high, Fammpa T&M based Cost to complete based on Core's estimate			JCL Capital Concrete PO for block B&G Provided Fammpa - forming repair PO provided
3.03	Concrete Formwork - Conform		1,086,833	1,086,833	-	-				
3.04	Rebar Supply		996,590	996,590	-	-				
3.05	Rebar Place		246,981	246,981	-	-				
3.06	Rebar Detailing		-	-	-	-				
3.07	Concrete Supply	JCL Concrete Pumping Ltd. Ontario Trucking & Disposal Ltd.	1,189,225	1,115,566	13,659	60,000				
3.08	Concrete Place		347,817	333,822	13,995	-				
3.00	Total Division 3		7,579,911	7,231,537	188,373	160,000				
4.00	Division 4									
4.01	Masonry - External Labour		-	-	-	-				
4.02	Masonry - External Material & Labour	Amplify Masonry	471,397	471,397	-	-				
4.03	Masonry - External Material & Labour	Amplify Masonry	1,037,092	561,923	12,367	462,802	Contract & SOV provided, Cost to complete is 441451, minor change, not reducing budget			
4.04	Masonry - Material Supply	Brampton Brick	300,000	151,014	-	148,986	PO provided, after deduction, is 298k			
4.00	Total Division 4		1,808,489	1,184,334	12,367	611,788	-	-		
5.00	Division 5									
5.01	Structural Steel & Misc. Metals	Royal Weld	706,781	386,786	169,995	150,000	Huge repair cost, Core forecast 150k left, hrly based PO provided			
5.03	Balcony Railings	Lala Glass	472,115	165,170	65,320	241,625	Contracted Provided	472,115		
5.00	Total Division 5		1,178,896	551,955	235,315	391,625				
6.00	Division 6									
6.01	Kitchen Cabinets	AI Living	480,000	225,000	-	255,000	LOI provide, some package change, may incur additional cost, did not reduce budget		450,000	
6.02	Counter Tops		72,000	72,000	-	-				
6.03	Counter Tops (Core Sub Trade)	AI Living	255,000	-	-	255,000	LOI provided		255,000	
6.04	Rough Carpentry - Labour	Leblon	2,180,936	1,648,220	332,716	200,000	Framing of all blocks done,20/ sqf for block B&H framing, 65hr/ hr for T&M repair,B&H framing work complete, Core forecast 250k (including material) cost to complete for repairing, framing contract provided			
6.05	Rough Carpentry - Supply		2,050,229	2,050,229	-	-				
6.06	Rough Carpentry - Supply	Lumber City	769,253	241,114	478,139	50,000	PO provided, all framing work completed,			
6.07	Rough Carpentry - Supply		941,856	941,856	-	-				
6.08	Finish Carpentry - Supply & Install	Wycroft	680,000	-	-	680,000	Contract provided, minor change, did not revise budget	712248		
6.09	Cultured Marble		-	-	-	-				

	Description	Current Contractor for Cost to Complete	Project Budget	Amount to Date	Jan 5th draw	Cost To Complete	Comments	Key Contractor Supporting Documents		
								Contracts Received	Letter of Intent	Quotes/POReceived
6.10	Int. Wood Stairs	Royal Oak	753,000	75,000	-	678,000	LOI prvided	753,000	-	-
6.11	Int. Railings	Royal Oak	122,000	-	-	122,000	LOI prvided	122,000	-	-
6.12	Floors & Walls - Block I		406,868	406,868	-	-		375,000	-	31,868
6.13	Floors & Walls - Block H	The RBR Structure	302,510	226,233	76,277	-	RBR LOI provided, Block H completed	375,000	-	-
6.14	Floors & Walls - Block G		394,018	394,018	-	-		375,000	-	14,780
6.00	-									
	Total Division 6		9,407,670	6,280,538	887,132	2,240,000				
7.00	Division 7									
7.04	Roofing - Roof & Sheet Metal		330,398	330,398	-	-		-	-	-
7.05	Roofing - Roof & Sheet Metal		188,800	188,800	-	-		-	-	-
7.06	Roofing - Roof & Sheet Metal	Dillon Brothers	456,011	65,211	100,800	290,000	Contract provided, cost to complete checked	825,000	-	-
7.07	Roofing		-	-	-	-		-	-	-
7.08	Waterproofing	Ecobarrier	484,822	484,822	-	-		-	-	
7.09	Waterproofing	Ecobarrier	434,560	291,000	-	143,560	Contract provided, SOV provided, cost to complete is 72k, budget not reduced in case	-	-	GHI 320700
7.10	Caulking	PC Caulking	150,000	27,466	65,000	57,534	PO provided, T&M based,limited work left according to Core	-	-	-
7.11	Stucco Finish	Ararat	493,768	322,483	23,835	147,450	Contract Provided, SOV provided	-	-	542,870
7.00	Total Division 7		2,538,359	1,710,180	189,635	638,544		825,000	-	911,368
8.00	Division 8									
8.01	Hollow Metal Door Frame & Hardware	All Can Doors & Hardwares	207,840	-	-	207,840	PO provided	-	-	-
8.02	Sliding Glass Doors		-	-	-	-		-	-	-
8.03	Garage Doors	Royal Doors	1,000	1,000	-	-	PO provided, value change minor, budget not revised	-	-	-
8.04	Garage Doors (Core Sub trade)	Oneplus	77,850	-	-	77,850	Contract and SOV provided	77,850	-	-
8.05	Aluminum Windows	Performance Windows &	855,209	666,120	37,695	151,394	Contract provided. minor change, budget not	858,233	-	-
8.06	Commercial Windows		-	-	-	-		-	-	-
8.07	Glazing / Mirrors		-	-	-	-		-	-	-
8.08	Hardware		-	-	-	-		-	-	-
8.09	Signage		-	-	-	-		-	-	-
8.10	Interior Glazing		-	-	-	-		-	-	-
	Total Division 8		1,141,899	667,120	37,695	437,084		933,059	-	-
9.00	Division 9									
9.01	Drywall	Oakdale Drywall	3,278,836	421,058	335,840	2,521,938	signed quotes provided, SOV provided, cost to complete based on SOV	-	-	-
9.03	Ceramic Tile		23,000	23,000	-	-		-	-	-
9.04	Ceramic Tile (Core Sub Trade)	Avonlea Kitchen And	633,600	215	71,597	561,788	Contract provided	633,600	-	-
9.09	Painting		340,000	-	-	340,000	To be provided	340,000	-	-
9.10	Hardwood Floor		65,491	65,491	-	-		-	-	-
9.11	Hardwood Floor (Core Sub Trade)	Supplier - Sureway Installation - Hardwood Flooring Services Inc.	376,500	-	16,812	359,688	Floor supplier SO provided, installation trade contract provided	296,500	.	-
9.00	Total Division 9		4,717,427	509,764	424,249	3,783,414		1,270,100	-	-

	Description	Current Contractor for Cost to Complete	Project Budget	Amount to Date	Jan 5th draw	Cost To Complete	Comments	Key Contractor Supporting Documents		
								Contracts Received	Letter of Intent	Quotes/PORReceived
10.00	Division 10									
10.01	Shower Doors	Glittering Insulation Glass Inc.	63,459	-	-	63,459	Contract and SOV provided	-	-	-
10.05	Bicycle Storage		25,000	-	-	25,000		-	-	-
10.00	Total Division 10			-	-	88,459		-	-	-
11.00	Division 11									
11.01	Appliances	The Brick	379,008	-	-	379,008	PO provided	379,008	-	-
11.04	Garbage Compactor / chutes		20,000	-	-	20,000		-	-	-
11.00	Total Division 11		399,008	-	-	399,008		379,008	-	-
15.00	Division 15									
15.01	Mechanical/Plumbing	Ideal Plumbing	615,293	615,293	-	-		-	-	-
15.02	Mechanical/Plumbing (Core Sub Trade)	Ideal Plumbing	1,977,964	618,123	203,653	1,156,188	Contract Provided, SOV provided	2,148,000	-	-
15.04	H.V.A.C.	Metro Air	1,603,100	312,886	105,120	1,185,094	Contract Provided, SOV provided	-	1,461,140	158,449
15.05	Reliance Home Comfort Credit	Reliance Home Comfort	-298,900	-	-	-298,900	Contract Provided	-	-	-
15.06	Sprinkler System	Lifeline	127,800	99,100	9,200	19,500	Contract Provided, SOV completed, work completed, minor change, not adjustment budget	127,800	-	-
15.00	Total Division 15			1,645,401	317,973	2,061,882		2,275,800	1,461,140	158,449
16.00	Division 16									
16.01	Electrical	Maven Group	1,761,851	1,034,185	71,144	656,522	Cost huge increase, need to review CO, budget adjusted according to Cost to complete in SOV	1,417,168	-	-
16.04	Security System		24,453	-	-	24,453	SOV provided, cost to complete 22k, budget not revised	-	-	-
16.00	Total Division 16		1,786,304	1,034,185	71,144	680,975		1,417,168	-	-
	CHANGE ORDERS									
	CO # 01 -		-	-	-	-		-	-	-
	CM Fee		-	-	-	-		-	-	-
	CHANGE ORDERS TOTAL		-	-	-	-		-	-	-
	TOTAL CONSTRUCTION COSTS		46,908,347	30,561,426	2,682,610	13,664,309				

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Account payable (Dec. 05)

Jefferson Grace
Cheque list for 5 Dec 2023

	Trade / Supplier name	Amount
1	1st Choice Disposal	21,582.31
2	All Can Doors & Hardwares Inc.	58,714.80
3	Alpha Concrete Solution Inc.	42,513.14
4	Amplify Masonry Ltd.	47,483.41
5	Ararat Eifs Wall Systems	64,515.94
6	Arthur Aerial Lifts	2,260.00
7	Astley Gilbert Limited	5,069.32
8	Avonlea Kitchen And Bathroom Concepts	35,798.40
9	BEL-CO	123,080.33
10	White Cap Supply Canada Inc.	2,774.91
11	Bluegrove	1,073.50
12	Canadian Rental	18,932.35
13	CANADIAN SPRINGS	679.43
14	Cooper Equipment Rentals Limited	14,125.00
15	Core Constructors	132,775.00
16	Dillon Brothers Roofing	46,385.37
17	ECO Barriers	35,717.04
18	Emergency Propane Service	6,033.50
19	Fammpa	
20	GM Global	5,339.38
21	Hard Core Cutting Company	19,831.50
22	Hera Services	
23	ILF Enterprises	43,495.96
24	Ideal Plumbing & Drain	44,951.40
25	J.D. Barnes Ltd.	4,482.15
26	JCL Concrete Pumping Ltd.	5,844.49
27	Leblon Carpentry Inc.	339,450.19
28	Lala Glass & Railing	68,622.08
29	Live Patrol Inc.	13,983.75
30	Maven Group	50,082.02
31	Masongsong Associates Engineering Ltd.	18,657.03
32	Multitech	678.00
33	Oakdale Drywall	314,151.30
34	Ontario Trucking & Disposal Ltd.	29,189.20
35	PC Caulking	35,408.34
36	PDEK Global Services Management Consulting	9,040.00
37	Roadway Towing Inc.	791.00
38	Royal Welders	172,008.80
39	Safex Workplace Safety Manager	1,220.40
40	Stephenson's Rental Services	

41	Structures RBR Inc.		84,435.94
42	SRN Architects Inc.		30,662.55
43	Sure Way Enterprises Ltd.		93,719.10
44	Tech Force Company		16,823.21
45	Technical Concrete Solutions		1,249.41
46	Throne Porta Potty Inc.		6,213.55
47	Watson Building Supplies		9,864.57
	Core Constructors	mid Dec	152,440.85
	EDG Cor Inc	mid Dec	14,125.00
	Fammpa Inc	Accrual	135,600.00
	Royal Welders	Accrual	
	Hera Services	Accrual	49,597.96
	Leblon Carpentry Inc	Accrual	135,600.00
	Glynn Group Inc.	Accrual	6,780.00
	TSL Limited	Accrual	11,300.00
	Albert Gelman Inc.	Accrual	11,300.00
	Garfinkle Biderman LLP	Accrual	11,300.00
	Cameron Stephens Mortgage Capital	Accrual	385,350.00
	Mary Langdon	Accrual	7,000.00
			3,000,102.87

Jefferson Properties Limited Partnership
A/P Aging Summary
As of November 13, 2023

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
1st Choice Disposal	17,849.92	230.28	6,920.96			25,001.16
Al Living				50,000.00		50,000.00
Albert Gelman	38,412.71					38,412.71
All Can Doors & Hardwares Inc.	58,714.80					58,714.80
Alpha Concrete Solution Inc.	42,513.14					42,513.14
Amplify Masonry	68,900.42	-123,509.60	180,691.50			126,082.32
Ararat Wall Systems	64,515.94	17,555.96	-79,137.85	128,233.53		131,167.58
Arthur Arial Lifts	2,260.00	782.75	1,540.42			4,583.17
Astley Gilbert Limited	5,069.32	516.79				5,586.11
Avonlea Renovations	35,798.40	218.56				36,016.96
Bel-com Recycling Inc.	123,080.33	0.00				123,080.33
BLUE GROVE ENGINEERING GROUP INC.	1,073.50	0.00				1,073.50
Brafasco White Cap Supply	2,774.91	3,889.72				6,664.63
Bramptonbrick		64,171.44	8,533.82	0.00		72,705.26
Canadian Rental	24,696.02	1,400.12	3,663.01	1,931.85		31,691.00
CANADIAN SPRINGS	679.43					679.43
Cooper Equipment Rentals Limited	-25,681.47	27,471.11	-5,058.70	17,394.06		14,125.00
Core Constructors Ltd.	-18,460.68	262,723.95	-76,838.18	80,996.95		248,422.04
Criterium-Jansen Engineers				1,493.63		1,493.63
dillon bros roofing	46,385.37	-25,639.70	45,979.70	0.00		66,725.37
eco barrier	35,717.04	-74,851.20	65,586.33	76,936.05		103,388.22
EDG Cor Inc.	-14,125.00	28,250.00				14,125.00
Emergency Propane Service	6,033.50					6,033.50
Fammpa Inc.	62,551.15	146,120.30				208,671.45
Glynn Group	13,413.10	-16,724.00		16,724.00		13,413.10
GM Global Inc.	12,529.13	-71,188.51	71,188.51	0.00		12,529.13
gowling	15,320.68	63,949.49		0.00		79,270.17
Hard Core	19,831.50	949.20	-2,983.20	2,034.00		19,831.50
Hera Services	68,875.76	33,063.80				101,939.56
hydratest		-2,689.40	4,034.10	0.00		1,344.70
ideal plumbing	44,951.40	-44,003.95	-34,053.38	246,382.28		213,276.35
ILF Enterprises	43,495.96	0.00				43,495.96
jackport		3,672.50		1,977.50		5,650.00
JC Capital Concrete	5,844.49	0.00				5,844.49
JCL Pump		4,914.55	1,809.24			6,723.79
jdb2	3,264.01	7,292.69	-11,354.16	12,572.45		11,774.99

Reconciliation with Dec 5th Payable list				
Nov 5 Draw Cheque Payment to be issued	AP Balance after Nov 5 Draw payment	Payable for Dec Draw	Varaince	Explanation
3,418.85	21,582.31	21,582.31	-	
	50,000.00	-	50,000.00	historical balance
38,412.71	-	-	-	
-	58,714.80	58,714.80	-	
-	42,513.14	42,513.14	-	
78,598.91	47,483.41	47,483.41	-	
66,651.64	64,515.94	64,515.94	-	
2,323.17	2,260.00	2,260.00	-	
516.79	5,069.32	5,069.32	-	
218.56	35,798.40	35,798.40	-	
	123,080.33	123,080.33	-	
	1,073.50	1,073.50	-	
3,889.72	2,774.91	2,774.91	-	
72,705.26	-	-	-	
12,758.65	18,932.35	18,932.35	-	
	679.43	679.43	-	
-	14,125.00	14,125.00	-	
115,647.03	132,775.01	132,775.00	0.01	
-	1,493.63	-	1,493.63	historical balance
20,340.00	46,385.37	46,385.37	-	
67,671.18	35,717.04	35,717.04	-	
14,125.00	-	-	-	
-	6,033.50	6,033.50	-	
208,671.45	-	-	-	
13,413.10	-	-	-	
7,189.75	5,339.38	5,339.38	-	
79,270.17	-	-	-	
	19,831.50	19,831.50	-	
101,939.56	-	-	-	
1,344.70	-	-	-	
168,324.94	44,951.41	44,951.40	0.01	
	43,495.96	43,495.96	-	
3,672.50	1,977.50	-	1,977.50	historical balance
-	5,844.49	5,844.49	-	
6,723.79	-	-	-	
7,292.69	4,482.30	4,482.15	0.15	

lala - exterior railing	68,622.08	35,895.02		0.00	104,517.10	35,895.02	68,622.09	68,622.08	0.01	
leblon	285,721.51	231,340.43			517,061.94	177,611.75	339,450.19	339,450.19	(0.00)	
Live Petrol Inc.	13,983.75	3,390.00			17,373.75	3,390.00	13,983.75	13,983.75	-	
loopstra	86,487.45			1,083.93	87,571.38	86,487.45	1,083.93	-	1,083.93	historical balance
mansteel				-7.01	-7.01		(7.01)	-	(7.01)	
manulift				0.11	0.11		0.11	-	0.11	
maple concrete				0.07	0.07		0.07	-	0.07	
										accrue for whole month
Mary	7,410.00				7,410.00	14,910.00	(7,500.00)	-	(7,500.00)	for the Nov 5th draw
Masongsong	18,657.03				18,657.03	-	18,657.03	18,657.03	-	
maven	50,082.02	-33,396.56	21,444.87	63,616.13	101,746.46	51,664.56	50,081.90	50,082.02	(0.12)	
metro air		-66,185.96	103,652.24	0.00	37,466.28	37,466.28	-	-	-	
multitech	678.00	0.00	-678.00	1,356.00	1,356.00	678.00	678.00	678.00	-	
oakdale	314,151.30	108,310.50	-7,360.59	7,360.59	422,461.80	108,310.50	314,151.30	314,151.30	-	
Ontario Trucking and Disposal LTD.	29,189.20	22,872.65			52,061.85	22,872.65	29,189.20	29,189.20	0.00	
PC Caulking2	35,408.34	-27,932.83	27,932.83		35,408.34	-	35,408.34	35,408.34	-	
pdek2	9,040.00	9,040.00	-9,040.00	9,040.00	18,080.00	9,040.00	9,040.00	9,040.00	-	
performance windows	-213,134.85	432,829.96		0.00	219,695.11	219,695.11	0.00		0.00	
RAR - Litigation		-8,419.74	-9,455.79	21,446.22	3,570.69	3,570.69	0.00		0.00	
RBR	84,435.94	24,809.54	95,741.25	119,959.34	324,946.07	240,515.31	84,430.76	84,435.94	(5.18)	
refat				0.09	0.09	-	0.09		0.09	
										in the last payable list, but
rjc2		-1,233.96	1,808.00	0.00	574.04	-	574.04		574.04	not in the cheque list,
Roadway Towing Inc.	791.00				791.00	-	791.00	791.00	-	need to issue a cheque
Royal Welding	223,672.20	-27,397.98	27,397.98		223,672.20	-	223,672.20	223,672.20	-	
safetyx	1,220.40	64.40	-64.40	864.45	2,084.85	864.45	1,220.40	1,220.40	-	
srn2	-3,333.87	-25,855.83	59,852.25	0.00	30,662.55	-	30,662.55	30,662.55	-	
stephanson's	-62,344.47	18,730.94	46,687.19	11,558.46	14,632.12	-	14,632.12	14,632.12	-	
Sure Way Enterprises Ltd	93,719.10	21,035.70			114,754.80	21,035.70	93,719.10	93,719.10	0.00	
										waiting for the invoice to
Tarion		66,614.90			66,614.90	-	66,614.90		66,614.90	Jefferson
Tech Force Company	16,823.21				16,823.21	-	16,823.21	16,823.21	-	
Technical Concrete Solutions Ltd.	1,249.41	-2,767.32	2,767.32		1,249.41	-	1,249.41	1,249.41	0.00	
terraprobe2		-8,583.48	1,652.06	6,931.61	0.19	-	0.19		0.19	
Throne Porta Potty Inc	6,213.55	9,614.85			15,828.40	9,614.85	6,213.55	6,213.55	-	
Todd Glen	22,600.00				22,600.00	22,600.00	-		-	
watsons building supply	9,864.57	8,585.43	479.57		18,929.57	9,065.00	9,864.57	9,864.57	0.00	
TOTAL	\$ 0.00	\$ 1,860,585.37	-\$ 362,713.65	\$ 970,832.49	\$ 1,961,940.14	\$ 4,430,644.35	2,170,407.42	2,260,236.93	2,146,004.58	114,232.35

TRUE

7

Account payable (Jan. 05)

1 Accounts Payable (for invoices received October & November)		TOTAL DEC 5 DRAW REQUEST - Cheque payables		Type text here
Company Name	NOVEMBER costs due JAN 5	NOV/DEC costs due JAN 15 (accrual)	TOTAL	
1st Choice Disposal	14,418.42		14,418.42	
Albert Gelman	-	9,040.00	9,040.00	
Amplify Masonry	12,577.78		12,577.78	
Ararat Wall Systems	24,240.20		24,240.20	
Arthur Ariel Lifts	2,260.00		2,260.00	
Astley Gilbert Limited	919.88		919.88	
Avonlea Kitchen And Bathroom Concepts	72,813.94		72,813.94	
Bel-com Recycling Inc.	125,973.12		125,973.12	
BLUE GROVE ENGINEERING GROUP INC.	1,017.00		1,017.00	
Brafasco White Cap Supply	5,583.20		5,583.20	
Canadian Rental	12,402.63		12,402.63	
CONSOLIDATED SHORTCRETE INC.	15,814.35			
Cooper Equipment Rentals Limited	20,982.34		20,982.34	
Core Constructors	101,756.84	132,775.00	234,531.84	
Dillon Brothers Roofing	102,513.60		102,513.60	Type text here
DIRECT UNDERGROUND INC.	27,735.95			
EDG Cor Inc.	14,831.25		14,831.25	
Emergency Propane Service	25,945.01		25,945.01	
Fammppa Inc.	6,767.01	40,739.33	47,506.34	
FOREST PAVING LTD	689.14			
Garfinkle Biderman LLP	-	11,300.00	11,300.00	
GM Global Inc.	6,181.25		6,181.25	Type text here
Hard Core Drilling Company	20,001.00		20,001.00	
HARDWOOD FLOORING SERVICE INC.	12,208.07			
Henry Rotberg Steel Corporation	20,085.86			
Hera Services	14,835.77	34,416.41	49,252.18	
Ideal Plumbing	207,115.06		207,115.06	
J.D. Barnes Ltd.	3,208.87		3,208.87	
LEBLON CARPENTRY INC.	229,889.92	187,961.26	417,851.18	
Lala Glass and Railing	66,430.45		66,430.45	
LOOPSTRA NIXON LLP	9,302.44		9,302.44	
Lumber City	540,362.10			
Lifeline	9,356.40			
Live Petrol Inc.	3,390.00		3,390.00	
Mary Langdon	3,420.00		3,420.00	
Maven Group	72,353.34		72,353.34	
Metro Air	106,907.04		106,907.04	
Multitech	678.00		678.00	
Number by Design	11,390.40			
Oakdale Drywall	341,549.28		341,549.28	
Ontario Trucking and Disposal LTD.	18,081.11		18,081.11	
PC caulking restoration	66,105.00		66,105.00	
PDEK Global Services Management Consulting	9,040.00		9,040.00	
Performance Windows & Doors	-		-	
rafat	38,985.00			
RAR Litigation	6,018.10		6,018.10	
Read Jones Christoffersen Ltd.	574.04			
Roadway Towing Inc.	-		-	
Royal Welding	-	100,000.00	100,000.00	
Safex Workplace Safety Manager	1,830.60		1,830.60	
SAND STORM CONSTRUCTION GROUP LTD.	44,432.16			
Stephenson's Rental Services	12,888.97		12,888.97	
Structures RBR Inc.	78,276.55		78,276.55	
Tarion	66,614.90		66,614.90	
Technical Concrete Solutions Ltd.	1,233.33		1,233.33	
THE POLEON'S CORPORATION	2,768.50			
Throne Porta Potty Inc	7,260.36		7,260.36	
Todd Glen	-	9,040.00	9,040.00	
Watson Building Supplies	6,053.30		6,053.30	
Subtotal	2,628,068.83	525,272.00	3,153,340.83	
total				

2 Accruals:

CORE

Dec Payment		Dec Invoice	
Invoice #1096	132,775.00	Nov 18-Dec 17 DUE NOV 11	132,775.00 Dec 5
	150,000.00	Dec 18 to Jan 17 monthly DUE DEC 11 accrued to pay Dec 5	132,775.00 Dec 11
Invoice #1099	2,440.85	reimbursement accrual Dec 5	
	285,215.85		265,550.00
			(19,665.85)
Jan Invoice			
	1,334.05	Invoice #1117	Jan 5
	2,440.85	Invoice #1099	Jan 5
	117,647.79	November commission	Jan 5
December monthly - accrual	132,775.00	Jan 18 to Feb 17 due JAN 11	
adjust for AP balance Dec 5	(19,665.85)		
	234,531.84		

Leblon

Invoice 1793	94,312.51	83,462.40
Invoice 1796	<u>93,648.75</u>	82,875.00
	<u>187,961.26</u>	

FAMMPA

Invoice 179	<u>40,739.33</u>	36,052.50
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HERA

Invoice 645	644.10	570.00
Invoice 638	<u>33,772.31</u>	29,887.00
	<u>34,416.41</u>	

EDG

Nov 16-30 Invoice 110	10,593.75	9,375.00
Dec 1-15 Invoice 111	7,062.50	6,250.00
Dec 16-31 Invoice 112	11,300.00	10,000.00
Dec 5 accrual for invoice 110	<u>(14,125.00)</u>	
	<u>14,831.25</u>	

Royal Welders

Dec 5 draw invoices	223,672.20
Dec 5 draw accrual	<u>100,000.00</u>
	<u>323,672.20</u>

approved amount for Dec draw, 223672.2 was paid already, use the approved quota to pay nov invoice below 172008.8 du

Invoice 210693	124,480.80	due Mid-Dec
Invoice 210692	<u>47,528.00</u>	due Mid-Dec
	<u>172,008.80</u>	

Jan 5 draw accrual	100,000.00	mid- Jan accrual
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Jefferson Properties Limited Partnership
A/P Aging Summary
As of December 1, 2023

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
1095395 Ontario Inc					0.00	0.00
14115708 Canada Inc.					0.00	0.00
1st Choice Disposal		10,999.57	17,849.92	230.28	6,920.96	36,000.73
AB Contracting					0.00	0.00
AI Living					50,000.00	50,000.00
Alba Concrete and Drain Inc.					0.00	0.00
Albert Gelman		-18,072.71	38,412.71			20,340.00
Alectra					0.00	0.00
All Can Doors & Hardwares Inc.			58,714.80			58,714.80
Alpha Concrete Solutioin Inc.			42,513.14			42,513.14
Amplify Masonry		-66,021.13	68,900.42	-123,509.60	180,691.50	60,061.19
AP balance - 2021 opening					0.00	0.00
Ararat Wall Systems		-42,411.44	64,515.94	17,555.96	49,095.68	88,756.14
Argo					0.00	0.00
Armada		0.00			0.00	0.00
Arthur Arial Lifts		-63.17	2,260.00	782.75	1,540.42	4,520.00
Astley Gilbert Limited		403.09	5,069.32	516.79		5,989.20
Atlas Group				-7,400.94	7,400.94	0.00
Aura-con2					0.00	0.00
Avonlea Kitchen And Bathroom Concepts		72,595.38	35,798.40	218.56		108,612.34
Bel-com Recycling Inc.		125,973.12	123,080.33	0.00		249,053.45
Berkley				-220.00	220.00	0.00
BLUE GROVE ENGINEERING GROUP INC.		1,017.00	1,073.50	0.00		2,090.50
bookkeeping2					0.00	0.00
Brafasco White Cap Supply		1,693.48	2,774.91	3,889.72		8,358.11
Brampton Brick Limited		-72,705.26		64,171.44	8,533.82	0.00
Bridgecheck					0.00	0.00
Canadian Rental		-356.02	24,696.02	1,400.12	5,594.86	31,334.98
CANADIAN SPRINGS			679.43			679.43
City of richmond hill					0.00	0.00
Comm-Struction Inc.					0.00	0.00
Concrete Scanning & Imaging Inc.				-1,582.00	1,582.00	0.00
Conform					0.00	0.00
CONSOLIDATED SHORTCRETE INC.		15,814.35				15,814.35
Cooper Equipment Rentals Limited		-18,824.13	14,125.00	27,471.11	12,335.36	35,107.34
Core Constructors		-58,001.66	310,866.64	181,727.01	85,155.71	519,747.70
creative desk				-542.40	542.40	0.00
Criterion-Jansen Engineers					1,493.63	1,493.63
datom				-6,511.62	6,511.62	0.00
dayluxe gallery					0.00	0.00
DC&F - CM				-1,367,300.00	1,367,300.00	0.00
deck r us					0.00	0.00
Dillon Brothers Roofing		82,173.60	46,385.37	-25,639.70	45,979.70	148,898.97
DIRECT UNDERGROUND INC.		27,735.95				27,735.95
djd law					0.00	0.00
DNR - forming trade					0.00	0.00
Duroxo					0.00	0.00
ECO Barriers		-67,671.18	35,717.04	-74,851.20	142,522.38	35,717.04
EDG Cor Inc.		706.25	0.00	28,250.00		28,956.25
Emergency Propane Service		25,945.01	6,033.50		31,978.51	62,956.51
exp					0.00	0.00
Fammpa Inc.		-171,685.41	208,671.45	146,120.30		183,106.34
FH Construction Ltd		32,742.00		-88,676.75	88,676.75	32,742.00
fine residence					0.00	0.00
FOREST PAVING LTD		689.14				689.14
Fortress Security Inc.				-6,288.45	6,288.45	0.00
Garfinkle Biderman LLP		22,600.00				22,600.00
Glynn Group		-38,968.05	45,748.05	-16,724.00	16,724.00	6,780.00
GM Global Inc.		-1,008.50	12,529.13	-71,188.51	71,188.51	11,520.63
Gowling WLG (Canada) LLP		-79,270.17	15,320.68	63,949.49	0.00	0.00

Dec 5 Draw Cheque Payment to be issued	AP Balance after Dec 5 Draw payment	Reconciliation with Dec 5th Payable list		Variance	Explanation
		Payable for Jan 5th Draw	Accrual for Dec 15		
21,582.31	14,418.42	14,418.42		-0.00	
-	-			-	
-	50,000.00			50,000.00	historical balance
-	-			-	
11,300.00	9,040.00		9,040.00	-	
-	-			-	
58,714.80	-			-	
42,513.14	-			-	
47,483.41	12,577.78	12,577.78		-0.00	
-	-			-	
64,515.94	24,240.20	24,240.20		-0.00	
-	-			-	
-	-			-	
2,260.00	2,260.00	2,260.00		-	
5,069.32	919.88	919.88		0.00	
-	-			-	
-	-			-	
35,798.40	72,813.94	72,813.94		-	
123,080.33	125,973.12	125,973.12		0.00	
-	-			-	
1,073.50	1,017.00	1,017.00		-	
-	-			-	
2,774.91	5,583.20	5,583.20		-	
-	-			-	
-	-			-	
18,932.35	12,402.63	12,402.63		-	
679.43	-			-	
-	-			-	
-	-			-	
-	-			-	
-	-			-	
-	15,814.35	15,814.35		-	
14,125.00	20,982.34	20,982.34		-	
285,215.85	234,531.85	101,756.84	132,775.00	0.01	
-	-			-	
-	1,493.63			1,493.63	historical balance
-	-			-	
-	-			-	
-	-			-	
46,385.37	102,513.60	102,513.60		-	
-	27,735.95	27,735.95		-	
-	-			-	
-	-			-	
-	-			-	
35,717.04	-			-	
14,125.00	14,831.25	14,831.25		-	
6,033.50	25,945.01	25,945.01		-	
-	-			-	
135,600.00	47,506.34	6,767.01	40,739.33	-	
-	32,742.00			32,742.00	historical balance
-	-			-	
-	689.14	689.14		-	
-	-			-	
11,300.00	11,300.00		11,300.00	-	
6,780.00	-			-	
5,339.38	6,181.25	6,181.25		-	
-	-			-	

Hard Core Drilling Company	20,001.00	19,831.50	-2,034.00	2,034.00	39,832.50	19,831.50	20,001.00	20,001.00	-	
Hard Rock Sewer & Watermain			0.00	0.00	0.00		-		-	
HARDWOOD FLOORING SERVICE INC.	12,208.07				12,208.07		12,208.07	12,208.07	-	
Henry Rotberg Steel Corporation	20,085.86			0.00	20,085.86		20,085.86	20,085.86	-	
Hera Services	-3,089.42	68,875.76	33,063.80		98,850.14	49,597.96	49,252.18	14,835.77	34,416.41	-
Hydratest	-1,344.70		-2,689.40	4,034.10	0.00		-			-
Ideal Plumbing	38,790.12	44,951.40	-44,003.95	212,328.90	252,066.47	44,951.40	207,115.07	207,115.06		0.01
ILF Enterprises		43,495.96	0.00		43,495.96	43,495.96	-			-
ingeo2				0.00	0.00		-			-
J.D. Barnes Ltd.	-5,301.96	4,482.15	7,292.69	1,218.29	7,691.17	4,482.15	3,209.02	3,208.87		0.15
James				0.00	0.00		-			-
JC Capital Concrete		5,844.49	0.00		5,844.49	5,844.49	-			-
JCL Pump	-6,723.79		4,914.55	1,809.24	0.00		-			-
JEcoulter				0.00	0.00		-			-
Jefferson Properties Limited Partnership	6,288.00				6,288.00					-
Lala Glass and Railing	30,535.43	68,622.08	35,895.02	0.00	135,052.53	68,622.08	66,430.46	66,430.45		0.01
LEBLON CARPENTRY INC.	242,270.60	339,290.34	311,340.43		892,901.37	475,050.19	417,851.18	229,889.92	187,961.26	-0.00
Lifeline	9,356.40			0.00	9,356.40		9,356.40	9,356.40		-
Live Petrol Inc.	0.00	13,983.75	3,390.00		17,373.75	13,983.75	3,390.00	3,390.00		-
Loc Flooring				0.00	0.00		-			-
Loopstra Nixon LLP	-77,185.01	86,487.45		1,083.93	10,386.37		10,386.37	9,302.44	1,083.93	historical balance
Lumber City	540,362.10				540,362.10		540,362.10	540,362.10		-
mansteel				-7.01	-7.01		-7.01		-7.01	historical balance
manulift				0.11	0.11		0.11		0.11	historical balance
maple concrete				0.07	0.07		0.07		0.07	historical balance
Mar- Mat				0.00	0.00		-			-
Mary Langdon	3,010.00	7,410.00			10,420.00	7,000.00	3,420.00	3,420.00		-
Masongsong		18,657.03			18,657.03	18,657.03	-			-
master pro			0.00		0.00		-			-
Maven Group	20,688.78	50,082.02	-33,396.56	85,061.00	122,435.24	50,082.02	72,353.22	72,353.34		-0.12
Metro Air	69,440.76		-66,185.96	103,652.24	106,907.04		106,907.04	106,907.04		-
mond2				0.00	0.00		-			-
Multitech	0.00	678.00	0.00	678.00	1,356.00	678.00	678.00	678.00		-
MV Shore Associates			-2,073.34	2,073.34	0.00		-			-
ned roof				0.00	0.00		-			-
Number by Design	11,390.40				11,390.40		11,390.40	11,390.40		-
NUSite - Waterproof				0.00	0.00		-			-
Oakdale Drywall	233,238.78	314,151.30	108,310.50	0.00	655,700.58	314,151.30	341,549.28	341,549.28		-0.00
Ontario Trucking and Disposal LTD.	-4,791.54	29,189.20	22,872.65		47,270.31	29,189.20	18,081.11	18,081.11		-0.00
orin				0.00	0.00		-			-
PC Caulking Restoration	66,105.00	35,408.34	-27,932.83	27,932.83	101,513.34	35,408.34	66,105.00	66,105.00		-
PDEK Global Services Management Consulting	9,040.00	0.00	9,040.00	0.00	18,080.00	9,040.00	9,040.00	9,040.00		-
Performance Windows & Doors	-385,573.91	-47,256.05	432,829.96	0.00	0.00		0.00			0.00
pgl home				0.00	0.00		-			-
premier				0.00	0.00		-			-
pri				0.00	0.00		-			-
rafat	38,985.00				38,985.00		38,985.00	38,985.00		-
RAR Litigation	2,447.41		-8,419.74	11,990.43	6,018.10		6,018.10	6,018.10		-
refat				0.09	0.09		0.09			0.09
rjc2			-1,233.96	1,808.00	574.04		574.04	574.04		-
Roadway Towing Inc.		791.00			791.00	791.00	-			NOT APPROVED DUE TO LACK OF INVOICE, INVOICE ADDED IN THIS DRAW
royal oak stairs				0.00	0.00		-			-
Royal Welding	48,336.40	223,672.20	-27,397.98	27,397.98	272,008.60	172,008.60	100,000.00		100,000.00	-
ryan design2	0.00			0.00	0.00		-			-
Safex Workplace Safety Manager	966.15	1,220.40	64.40	800.05	3,051.00	1,220.40	1,830.60	1,830.60		-
salefish2	-3,164.00		1,356.00	1,808.00	0.00		-			-
SAND STORM CONSTRUCTION GROUP LTD.	44,432.16				44,432.16		44,432.16	44,432.16		-
Senso - Lumber	-38,742.28		920.98	37,821.30	0.00		-			-
spectrum sky				0.00	0.00		-			-
srn2	-19,894.02	16,560.15	-25,855.83	59,852.25	30,662.55	30,662.55	-			-
stephanson's	-64,087.62	14,632.12	18,730.94	58,245.65	27,521.09	14,632.12	12,888.97	12,888.97		-
Strong Arm Welding Inc.			-28,872.63	28,872.63	0.00		-			-
Structures RBR Inc.	-162,233.58	84,435.94	24,809.54	215,700.59	162,712.49	84,435.94	78,276.55	78,276.55		approved for Nov 5 draw, but used for Royal Weld, need to recut the cheque
Sure Way Enterprises Ltd	-21,035.70	93,719.10	21,035.70		93,719.10	93,719.10	-			-
Tarion			66,614.90		66,614.90		66,614.90	66,614.90		Nov cut the cheque for JPLP, but used for Royal Weld, need to recut the cheque
Tech Force Company		16,823.21			16,823.21	16,823.21	-			-
Technical Concrete Solutions Ltd.	1,233.33	1,249.41	-2,767.32	2,767.32	2,482.74	1,249.41	1,233.33	1,233.33		-
terraprobe2			-8,583.48	8,583.67	0.19		0.19			0.19

The Jack Pot			-3,672.50		3,672.50	1,977.50	1,977.50			1,977.50	historical balance						
THE POLEON'S CORPORATION			2,768.50				2,768.50			2,768.50							
Throne Porta Potty Inc			-2,354.49	6,213.55	9,614.85		13,473.91	6,213.55	7,260.36	7,260.36	-						
Todd Glen			-2,260.00	22,600.00			20,340.00		11,300.00	9,040.00	-						
velcan				-5,000.00	4,999.99	0.01	0.00			-0.00	-0.00						
Watson Building Supplies			-3,011.70	9,864.57	8,585.43	479.57	15,917.87	9,864.57	6,053.30		-						
TOTAL	\$	0.00	\$	453,543.14	\$	2,772,702.07	-\$	406,243.79	\$	3,056,302.77	\$	5,876,304.19	2,629,384.79	3,240,631.40	2,628,068.83	525,272.00	87,290.57

csmc loan

385,350

amplify pai

21,417

royal weld

151,664

royal weldi

-100,000

3,087,815.40

Friday, Dec. 01, 2023 08:59:58 a.m. GMT-8

Total AP

\$ 5,876,304.19

TRUE

8

New invoices & Rejected bills

Canada Engineering Services Inc.

39 Davisbrook Blvd.
 Scarborough, Ontario
 M1T 2H6
 416 492 4000 Ex 113

Invoice

Date	Invoice #
9/11/2023	8895

Invoice To
JEFFERSON PROPERTIES LIMITED PARTNERSHIP Suite 300, Tower B, 8000 Jane Street, L4K 3W4 Attn: Parth Patel

Harmonized Sales Tax Number 124046426
--

Project	P.O. No.	Terms
230085 - 39 Jefferson side Rd		

Serviced	Description	Qty	Rate	Amount
7/24/2023	site visit and take measurements for shoring design - Mahesh	2.5	125.00	312.50
7/24/2023	Structural Field Observation for shoring Design by Principal Engineer	2.5	150.00	375.00
7/27/2023	Scaffolding sketch and Cad drawing - Jay	2	90.00	180.00
7/31/2023	Scaffolding CAD drawing	5.5	90.00	495.00
8/2/2023	Scaffolding CAD drawing - Jay	1.5	90.00	135.00
8/3/2023	Scaffolding CAD drawing (minor corrections) - Jay	0.5	90.00	45.00
	Structural Design by Principal Engineer - review and approve drawings	1	150.00	150.00
	Mileage charges -office to site and return - 1 trips @ 55 km per trip	55	0.65	35.75
	Subtotal			1,728.25
	Sept. 14, 2023 sent to Parth			
	Taxes - Harmonized Sales Tax		13.00%	224.67

It was a pleasure working for you	Total	\$1,952.92
This invoice is for professional services and is due on presentation unless otherwise noted. Interest will be charged on overdue accounts at the rate of 1.5% per month.	Payments/Credits	\$0.00
	Balance Due	\$1,952.92



expertise.
at your service.

Invoice # 45413
Date: 12/19/2023
Customer Code: JEFFPRO-01

Jefferson Properties Limited Partnership,
Grand Grace Development
980 Yonge Street, Suite 1001
Toronto, ON M4W 3V8

Policy #	Eff Date	Exp Date	Description	Amount
CS620998	11/2/2023	4/1/2024	23-24 BR - Richmond Hill Phase II - Extension to April 1, 2024	\$71,902.00
CS620998	11/2/2023	4/1/2024	ON RST - 8%	\$5,752.16
CS620998	11/1/2023	4/1/2024	23-24 BR - Richmond Hill Phase II - Increase Project Site Limit	\$29,617.00
CS620998	11/1/2023	4/1/2024	ON RST - 8%	\$2,369.36
				CAD \$109,640.52

Due upon receipt to "Purves Redmond Limited" in Canadian dollars (CAD)

SK RST
MB RST
ON RST
QC QST
NL RST

2725901
10457 8398 MT0001
10457 8398 TR0003
10008288174 TQ0002
623340

GST/HST
QST

10457 8398 RT0001
10008288174

purves
redmond
limited

400 - 70 University Ave
Toronto, ON M5J 2M4

416.362.4246

purvesredmond.com



expertise.
at your service.

Invoice # 45392
Date: 12/19/2023
Customer Code: JEFFPRO-01

Jefferson Properties Limited Partnership,
Grand Grace Development
980 Yonge Street, Suite 1001
Toronto, ON M4W 3V8

Policy #	Eff Date	Exp Date	Description	Amount
I3-11323	12/13/2023	4/1/2024	2021-23 WU Liab - Richmond Hill - Extended to Apr 01, 2024	\$15,903.00
I3-11323	12/13/2023	4/1/2024	ON RST - 8%	\$1,272.24
				CAD \$17,175.24

Due upon receipt to "Purves Redmond Limited" in Canadian dollars (CAD)

SK RST
MB RST
ON RST
QC QST
NL RST

2725901
10457 8398 MT0001
10457 8398 TR0003
10008288174 TQ0002
623340

GST/HST
QST

10457 8398 RT0001
10008288174

purves
redmond
limited

400 - 70 University Ave
Toronto, ON M5J 2M4

416.362.4246

purvesredmond.com

EDG COR Inc. HST# 728643891 RT0001
647-821-9771
90 Frank Johnston Road
Bolton ON L7E 2L7

Billed To

Fanseay Wang
Grand Grace Development:
Jefferson Properties Limited
Partnership
980 Yonge Street, Suite 101
Toronto ON M4W 3V8

Date of Issue

11/20/2023

Invoice Number

0000109

Amount Due (CAD)

\$0.00

Due Date

11/27/2023

Description

Consulting November 1 - 15, 2023

Rate

\$12,500.00
+HST

Qty

1

Line Total

\$12,500.00

Subtotal

12,500.00

HST (13%)

1,625.00

728643891 RT0001

Total

14,125.00

Amount Paid

14,125.00

Amount Due (CAD)

\$0.00

Terms

Invoice payable within 7 days.

EDG COR Inc. HST# 728643891 RT0001
647-821-9771
90 Frank Johnston Road
Bolton ON L7E 2L7

Billed To

Fanseay Wang
Grand Grace Development:
Jefferson Properties Limited
Partnership
980 Yonge Street, Suite 101
Toronto ON M4W 3V8

Date of Issue

11/20/2023

Invoice Number

0000110

Amount Due (CAD)

\$10,805.63

Due Date

11/27/2023

Description

Rate

Qty

Line Total

Consulting November 16-30 2023

\$12,500.00
+HST

1

\$12,500.00

Vacation Adjustment, 50% discount on 1 week

\$3,125.00
+HST

1

-\$3,125.00

Late Fee

\$211.88

1

\$211.88

Subtotal

9,586.88

HST (13%)

1,218.75

#728643891 RT0001

Total

10,805.63

Amount Paid

0.00

Amount Due (CAD)

\$10,805.63

Terms

Invoice payable within 7 days.

EDG COR Inc. HST# 728643891 RT0001
647-821-9771
90 Frank Johnston Road
Bolton ON L7E 2L7

Billed To

Fanseay Wang
Grand Grace Development:
Jefferson Properties Limited
Partnership
980 Yonge Street, Suite 101
Toronto ON M4W 3V8

Date of Issue

11/29/2023

Invoice Number

0000111

Amount Due (CAD)

\$7,203.75

Due Date

12/06/2023

Description	Rate	Qty	Line Total
Consulting December 1 - 15, 2023	\$12,500.00 +HST	1	\$12,500.00
Credit for week of December 4th 2023	-\$6,250.00 +HST	1	-\$6,250.00
Late Fee	\$141.25	1	\$141.25
Subtotal			6,391.25
HST (13%) #728643891 RT0001			812.50
Total			7,203.75
Amount Paid			0.00
Amount Due (CAD)			\$7,203.75

Terms

Invoice payable within 7 days.

EDG COR Inc. HST# 728643891 RT0001
647-821-9771
90 Frank Johnston Road
Bolton ON L7E 2L7

Billed To
Fansey Wang
Grand Grace Development:
Jefferson Properties Limited
Partnership
980 Yonge Street, Suite 101
Toronto ON M4W 3V8

Date of Issue
11/29/2023

Due Date
12/06/2023

Invoice Number
0000112

Amount Due (CAD)
\$11,526.00

Description	Rate	Q	Line Total
Consulting December 16-27, 2023	\$12,500.00 +HST	1	\$12,500.00
Credit December 28-31, 2023	-\$2,500.00 +HST	1	-\$2,500.00
	0.00		0.00
Late Fee	\$226.00	1	226.00

Subtotal	10,226.00
HST (13%)	1,300.00
#728643891 RT0001	

Total	11,526.00
Amount Paid	0.00

Amount Due (CAD)	\$11,526.00
------------------	-------------

Terms

Invoice payable within 7 days.

EDG COR Inc. HST# 728643891 RT0001
647-821-9771
90 Frank Johnston Road
Bolton ON L7E 2L7

Billed To
Fansey Wang
Grand Grace Development:
Jefferson Properties Limited
Partnership
980 Yonge Street, Suite 101
Toronto ON M4W 3V8

Date of Issue
11/29/2023

Due Date
12/06/2023

Invoice Number
0000112

Amount Due (CAD)
\$11,526.00

Description	Rate	Q	Line Total
Consulting December 16-27, 2023	\$12,500.00 +HST	1	\$12,500.00
Credit December 28-31, 2023	-\$2,500.00 +HST	1	-\$2,500.00
	0.00		0.00
Late Fee	\$226.00	1	226.00

Subtotal	10,226.00
HST (13%)	1,300.00
#728643891 RT0001	

Total	11,526.00
Amount Paid	0.00

Amount Due (CAD)	\$11,526.00
------------------	-------------

Terms

Invoice payable within 7 days.

9

Core contract extension discussion

To recap the key points of Core contract:

- The current contract, signed with the intention to complete the project within 6 months, concluded on January 17, 2024, with a capped price of \$1.30 million. Our understanding, supported by legal advice attached herewith, is that this amount includes Division 1 costs. But we didn't dispute and paid all Division 1 costs separately amounted about \$900k so far (the detailed sheet attached).
- The payment terms specified in the contract are as follows: 90k + 4% of hard costs (capped at 720k based on an agreed 18 million) to be paid per month for 6 months. This front loaded charge also includes Tarion service and handyman cost for two years.
- In the event that the project cannot be completed by January 17, the contract specifies a maximum monthly payment of 23k until completion. This amount is intended to cover salary costs of one super and one finishing super.
- A contention has arisen regarding the project delay, with Core Construction asserting that the owner defaulted in providing necessary materials. Contrary to this claim, we have documented evidence, in the form of emails, confirming that all required materials have been provided in accordance with the terms of the contract.
- Despite the current challenges, we express our willingness to engage in discussions to find a fair and cost-saving solution. We understand that unforeseen circumstances may arise during construction projects, and we believe in finding an amicable resolution that serves the best interests of both parties.

In light of the above, we propose convening a meeting at the earliest convenience to discuss the following:

- a. A comprehensive review of the project timeline and factors contributing to delays.
- b. Examination of the evidence provided regarding number of supervisors required on site.

c. Discussion of a fair and reasonable extension to the project completion date.

d. Exploration of potential cost-saving measures to mitigate financial impacts on both parties.

We believe that open communication and collaboration will lead to a mutually beneficial resolution.

1, cust service was discussed as Core would reach out to our clients to discuss the change of plumbing feature,, the plan was changed, we decided not to bother client at all, instead we are trying to get best value for client, and we take care of difference if clients complain after occupancy. .
Core did not reach out to our clients
Sometimes, Enzo/Mary worked with Martin and put it in topayment, without my consent

Company	Category	Budget	Actual							Total
			July	August	September	October	November	December	January	
Core										1,069,583.41
Project Management	1	540000	90000	90000	90000	90000	90000	90000	90000	630,000.00
Customer Service		110000				27500	27500	27500	27500	110,000.00
4% of Cost to Complete		720000		54234.58	47620.24	123615.5	104113.09			329,583.41
PDI		40000								-
Misc Material Reimbursement				17,444.1	3,680.3	12,207.5	6,487.7	3,340.6		43,160.27
Division 1			163,026.85	136,417.57	217,689.61	162,629.91	197,215.44			876,979.38
1St Choice Disposal	Waste Management		-	6,916.62	6,328.53	15,796.39	12,759.66			41,801.20
Alectra	Temp Electricity		392.60	367.52	309.90	698.59	-			1,768.61
Arthur Lifts	Equipment Rental		-	-	2,055.90	2,000.00	2,000.00			6,055.90
Astley GilbestASTLEY GILBERT- INV	Printing		-	-	-	4,486.12	814.05			5,300.17
Balanctadjustment	Adjustment		-	7,913.46	-	-	-			7,913.46
Canadian Rental Center	Equipment Rental		1,709.60	4,951.20	6,190.25	21,854.88	13,177.10			47,883.03
CANADIAN SPRINGS	Office Water		-	-	-	601.27	-			601.27
Coopers	Equipment Rental		106,297.52	10,933.95	36,810.71	-	18,568.65			172,610.83
Core Constructors	Core Reimbursement		17,444.13	3,680.32	12,207.48	6,487.73	3,340.61			43,160.27
Correct Aug Invoice	Adjustment		-	-791.88	-	-	-			-791.88
CREATIVE DESK	Site Sign		-	480.00	-	-	-			480.00
Emergency Propane	Winter Heating		-	-	-	5,339.38	22,960.19			28,299.57
Fence	Fence		-	-	-	1,105.67	1,091.44			2,197.11
Fortress Security	Site Security		16,384.00	21,949.00	-	-	-			38,333.00
Hera Services	Labour		18,449.00	23,636.00	89,319.00	60,952.00	87,478.00			279,834.00
Live Patrol	Site Camera		-	-	3,000.00	12,375.00	3,000.00			18,375.00
Multitech	Temp Electricity		600.00	600.00	600.00	600.00	600.00			3,000.00
Ontario Trucking And Disposal Ltd	Concrete Repair - Material		-	-	20,241.28	-	-			20,241.28
Roadway Towing Inc.	Shipping		-	-	-	700.00	-			700.00
SAND STORM CONSTRUCTION GROUP LTD.	Misc Material		-	-	-	-	3,048.00			3,048.00
Stephensons	Equipment Rental		-	10,569.50	-	12,948.78	11,406.16			34,924.44
The Jack Pot	Toilet _ Previous		1,750.00	-	3,250.00	-	-			5,000.00
THE POLEON'S CORPORATION	Misc Material		-	-	-	-	2,450.00			2,450.00
Throne Porta Potty Inc	Toilet _ Core		-	-	8,508.72	5,498.72	6,425.10			20,432.54
Watsons Building Supply	Misc Material		-	424.40	-	8,729.71	5,356.90			14,511.01
White Cap Supply Canada Inc	Misc Material		-	-	3,442.23	2,455.67	2,739.58			8,637.48
			433,497.83	375,962.56	559,781.33	572,863.05	619,384.58			1,876,349.70

2. So for we paid 1.06 million mangerment and 876k in Division 1, it is about 300k/month

DCnF charged 220k per month for management including Division 1

Enzo suggested Core, that the cost is similar but the work is much faster

ARTICLE A-5 COMPENSATION FOR SERVICES

- 5.1 The *Construction Manager's* compensation shall be equal to the sum of the *Construction Manager's* fee as specified in paragraph 5.2 and the reimbursable expenses as described in paragraph 5.3.
- 5.2 The *Construction Manager's* fee is comprised of one or more of the following:
1. ☒ A fixed amount of \$1,258,000.00; and
 2. ☒ A percentage amount of _____ percent (____ %) of the *Construction Cost*. In the event that the *Owner* furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the *Project*, the *Construction Cost* for purposes of establishing the *Construction Manager's* fee is the cost of all materials and labour necessary to complete the *Project* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction. Where the actual cost has not been determined for all or part of the *Project*, the *Construction Cost* shall be the *Construction Cost Estimate*, as agreed by the *Owner* and the *Construction Manager*, at market rates at the anticipated time of construction; and
 3. ☒ An amount based on the time-based rates for personnel employed by the *Construction Manager* as described in Schedule C to the Agreement and engaged in performing the *Services* to the level of effort agreed prior to the commencement of the *Services*.
- * Strike out inapplicable paragraph(s).
- 5.3 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred in performing the *Services*, and as identified in Schedules A2 and B2 to the Agreement plus the administrative charge of Eight _____ percent (8 %). If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the *Place of the Project* and supported with suitable documentation.
- 5.4 The *Owner* may by written request require the *Construction Manager* to:
1. provide prior to commencement of the *Services* an estimate of the total amount of the *Construction Manager's* fee for the *Services* as described in paragraph 5.2.3;
 2. provide prior to commencement of the *Services* an estimate of the total amount of the reimbursable expenses as described in paragraph 5.3 for evaluation and verification purposes; and
 3. inform the *Owner* in writing prior to incurring reimbursable expenses as described in paragraph 5.3.
- 5.5 All amounts are in Canadian funds.

ARTICLE A-6 PAYMENT

- 6.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Project*. The *Owner* shall pay the *Construction Manager*:
1. payments on account of the compensation described in Article A-5 of the Agreement – COMPENSATION FOR SERVICES together with such *Value Added Taxes* as may be applicable to such payments, and
 2. upon completion of the *Services*, the unpaid balance of the compensation together with such *Value Added Taxes* as may be applicable to such payments.
- 6.2 Should the *Owner* fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
1. 2% per annum above the prime rate for the first 60 days.
 2. 4% per annum above the prime rate after the first 60 days.
- Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

TD Bank

(Insert name of chartered lending institution whose prime rate is to be used)
for prime business loans as it may change from time to time.



July 16, 2023

Attention: Mr. Fanseay Wang

Grand Grace Developments.
8000 Jane St

**RE: PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES -
Jefferson Towns REF: 06.29.23**

Dear Sir,

As a follow up to your recent discussions with Frank Servello of Core Constructors Ltd. Please find enclosed our proposal for the provision of Construction Management services for the development listed above, along with a summary of the scope items included within. This list of duties has been compiled as a starting point for discussion with the sole intent of developing a strategic working model to be used in the preparation of efficient design drawings ready for the construction phase and subsequently in the completion and occupancy of the proposed development.

PROPOSED SCOPE OF WORK:

FIXED FEE CONSTRUCTION MANAGEMENT AGREEMENT

This will be based on a flat fee of \$1,300,000.00 The services are described and will be the same as the scope of work described herein.

1. Construction & Site Management

- Provide competent Site Superintendent, Site Engineer & Senior Project Manager for the supervision and execution of all works on site. (See attached Schedule A for rates)
- Assume the role of Contractor, taking a leading role in establishing a Health & Safety Program on site and enforcing MOL regulations as a minimum.

55 Winges Rd Unit 1
Woodbridge, Ontario
L4L 6B4

Office 416-548-7222
www.corebuildco.com

A handwritten signature in blue ink, appearing to be "Frank Servello", is located in the bottom right corner of the page.



SCHEDULE "A"

Cost Type

Senior Site Super

Site Engineer/project Eng.

Finish Site Super or assistant

Contract Administration

Construction & Site Management

Cost Monthly

\$15,500.00

\$8,000.00

\$14,000.00

\$1,300,000.00

Over Head Admin Fee to All additional expenses

8%

Notes

inc in fee up to 6 months

inc in fee up to 6 months

inc in fee up to 6 months

inc in fee

6months

Fixed Costs

Includes Travel

Includes Travel

Includes Travel

All billable additional expenses

Warranty service and handy man cost is front loaded and already paid in every month payment

- Core will provide warranty services and administration for included in fee handy man for warrantee service work only, material costs for trades and/or suppliers, beyond what should be covered by warranty. This will include all Tarion required submissions. 30 day only.
- The above is in accordance with the proposal notes.
- The Construction & Site Management fee is fixed amount of \$1,300, 000.00.pls HST
- Any expenses incurred by Core will be subject to overhead charges of 8%.
- Contract Preparation will be included in the above fixed fee. Any contract preparation for outside work like municipal services, public utilities, or anything beyond the 16 Divisions shall be the responsibility of the Owner.
- If the Contract Time is exceeded or extended due to actions or omissions of the Owner, the Construction Manager's compensation for the Services shall be increased by the value of the actual costs incurred by the Construction Manager because of the Owner caused delay. And or the current monthly amount will be extended.
- All applicable taxes are extra.

55 Wings Rd Unit 1
Woodbridge, Ontario
L4L 6B4

Office 416-548-7222
www.corebuildco.com



Fanseay Wang

9:55 A
M (11
hours
ago)

to Frank, Enzo, me

Gents,

Here is my understanding from the meeting :

\$1,258 million dedicated to construction period of six months starting July 18, 2023, including all division 1, expect builder's insurance.

\$42,000 dedicated to PDI of 24 months including management and labor, not materials.

1, monthly payment, 90k + performance portion (4% of draw amount,) paid in 28 days of bill.

2, performance portion is \$720,000 in total the owner will pay and the CM is going to get no matter what.

So if the job is completed but there is balance is unpaid, it should be paid out imdly on completion; if the total amount is used up in monthly draw, but the job is not finished, the performance portion becomes zero.

3, if the completion doesn't happen before Jan. 17, 2024, there is site management of maximum 23k (if need two persons) to be paid monthly.

4, the 42,000 PDI to be paid in sum 90 days after completion of project.

If it is understandable to everyone, please make a CCDC5A and we have it signed today.

B rgds
Fanseay

Sent from my iPhone

14:07



< All Inboxes Final understanding of... ^ v

Gents,

Here is my understanding from the meeting :

\$1,258 million dedicated to construction period of six months starting July 18, 2023, including all division 1, expect builder's insurance.

\$42,000 dedicated to PDI of 24 months including management and labor, not materials.

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2, performance portion is \$720,000 in total the owner will pay and the CM is going to get no matter what.

So if the job is completed but there is balance is unpaid, it should be paid out imdly on completion; if the total amount is used up in monthly draw, but the job is not finished, the performance portion becomes zero.

3, if the completion doesn't happen before Jan. 17, 2024, there is site management of maximum 23k (if need two persons) to be paid monthly.

4, the 42,000 PDI to be paid in sum 90 days after completion of project.

If it is understandable to everyone, please make a CCDC5A and we have it signed today.

B rgds
Fanseay

Core Payment schedule			
Month	fixed min fee	4% billable monthly performance	PDI fee over 90 days at completion
July 17 /23	\$ 90,000.00	\$ -	\$ 42,000.00
aug 17/23	\$ 90,000.00	\$ -	
sept 17/23	\$ 90,000.00	\$ -	
oct 17/23	\$ 90,000.00	\$ -	
nov 17/ 23	\$ 90,000.00	\$ -	
dec 17/23	\$ 90,000.00	\$ -	
Total	\$ 540,000.00	\$ -	

Handwritten signature

From: Reg Theriault rtheriault@loonix.com
Subject: RE: core contract
Date: September 18, 2023 at 7:54 AM
To: Fanseay Wang fanseayw@grandgracedevelopment.com

RT

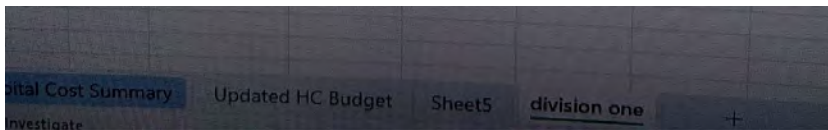
Hi Fanseay,

There is some ambiguity in the agreement, but if the discussion was an all-in price, I would say something along the following lines to them:

"Based on the discussions of our meeting on July 18, 2023, as reiterated in my email dated July 19, 2023, which is attached to the Construction Management Agreement, it was the intention of the parties it was agreed that the management fee of \$720,000, paid in monthly installments of \$90,000.00, would be an all-inclusive amount for the management of the project, inclusive of any additional costs which the manager might incur in delivering its services. The only exception to this would be PDI related services for which an additional \$42,000.00 would be paid which would be an all-inclusive amount, save and except for materials.

Given this, we do not believe that the additional costs being charged to the project, as noted below, are warranted.

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D	E	F	G	H	I	J
		July	August	September	October	November
	Management fee					
	basic	90,000				
	performance					
	Site Super					
	Site Manager					
	Site Labour		18,449	36,898		
	Equipment Rental		20,000	20,000		
	Site trailer rental		695	695		
	Site Security		6,000	6,000		
	Site camera		2,300	2,300		
	Garbage Removal		4,000	4,000		
	Winter heating					
	Supply		2,000	2,000		
	Toilet		350	350		
	Internet		300	300		
	Misc.		2,000	2,000		



Reg Theriault

Partner | Real Estate | Loopstra Nixon LLP

📞 416.748.4751 | 📠 416.710.1783 | 📠 416.746.8319

✉️ rtheriault@loonix.com

*R. Theriault Professional Corporation

From: Fanseay Wang <fanseayw@grandgracedevelopment.com>

Sent: Thursday, September 14, 2023 11:28 AM

To: Reg Theriault <rtheriault@loonix.com>

Subject: Re: core contract

Hi Reg,

Thank you, in the discussion, we have mentioned an all inclusive deal, including the PDI and handyman (except materials).

I reflected my understanding in email which is attached as appendix of contract, as there is no way I could go through all details of contract, we didn't involve lawyers for the work, as we are using standard template.

I am not sure if the contract reflecting my understanding, but I wish to bind myself by the contract, even it was not signed right.

If the contract represents my understanding, I would like to point out and ask Core to follow it.

Yours Sincerely,



Fanseay Wang
President

Together we create communities!

On Sep 11, 2023, at 6:28 PM, Reg Theriault <rtheriault@loonix.com> wrote:

Hi Fanseay,

Please find my comments to the Core CCDC agreement attached hereto.

Essentially you would have to argue that your email of July 19 superseded the Core proposal and the terms of the CCDC for additional chargeable expenses. There is possibly some basis for this in the PDI costs were deemed extra in the CCDC, but appear to have been agreed to differently in the proposal and email. It may be possible to argue that the additional costs they are charging for similarly included in the monthly fee. Was that specifically discussed at the meeting?

If they are relying on the additional cost schedule in the CCDC then the charges they have included may depend on their specific nature. If they are related to the field office of the CM then they could be included under the standard CCDC schedule. If however they relate to the services being delivered then they should not be under the CCDC standard schedule. Additional labor cost would however be included under the terms of the CCDC additional cost schedule.

Please let me know if you have any questions on the above.

Best Regards,

Reg

Reg Theriault*

Partner | Real Estate | Loopstra Nixon LLP

📞 416.748.4751 | 📠 416.710.1783 | 📠 416.746.8319

✉️ rtheriault@loonix.com

From: Fanseay Wang <fanseayw@grandgracedevelopment.com>
Sent: Thursday, September 7, 2023 4:20 PM
To: Reg Theriault <rtheriault@loonix.com>
Cc: James Xu <james@grandgracedevelopment.com>
Subject: Re: core contract

Hi Reg,

I hope you had received the contract either from link or from the direct attachment,
Can you advise if he has right to ask us paying these.

I remember I made clearly on division 1 is their responsibility and the email communication is on the appendixes.

Can you advise tonight as I am going to dispute with the builder tomorrow morning.

B rgds
Fanseay

<image001.png>

<image002.png>

Sent from my iPhone

On Aug 31, 2023, at 09:54, James Xu <james@grandgracedevelopment.com> wrote:

Hi Reg,

Please find attached,

Regards
James

<A6DF6B567AEB4A78B407A4BC774E3F5A[44050041].jpg>

From: [Reg Theriault](#)
Sent: Thursday, August 31, 2023 8:41 AM
To: [Fanseay Wang](#); james@grandgracedevelopment.com
Subject: RE: core contract

Hi Fanseay,

Nothing yet. I also checked my junk mail. The link in your email would not open for me either unfortunately.

Best Regards,

Reg

Reg Theriault*
Partner | Real Estate | Loopstra Nixon LLP
 [416.748.4751](tel:416.748.4751) |  [416.710.1783](tel:416.710.1783) |  416.746.8319
 rtheriault@loonix.com

From: Fanseay Wang <fanseayw@grandgracedevelopment.com>
Sent: Wednesday, August 30, 2023 10:40 PM
To: Reg Theriault <rtheriault@loonix.com>;
james@grandgracedevelopment.com<james@grandgracedevelopment.com>
Subject: Re: core contract

Hi Reg, did you receive the conv and link from James, he said he already sent you separately

From: Fanseay Wang fanseayw@grandgracedevelopment.com 
Subject: Response to Core's Notice
Date: December 20, 2023 at 4:36 PM
To: Frank Servello servello@corebuildco.com
Cc: Bill Friedman wf@friedmans.ca

FW

Hello Frank,

I am writing this email to formally respond to the Notice of Default (the Notice) you emailed me on Dec 2 and Dec 12, 2023. I haven't responded to you in writing earlier because when I called you right away on Dec 2 and throughout the subsequent conversations, you made it clear to me that your intention of sending this Notice was not to terminate your construction management contract with us but for providing a record for extending this contract which expires in January 2024.

I have provided as attached my preliminary comments in blue fonts in your original Notice. In my view, most of the items pertain to the challenges emerged earlier when you took over the project in July this year which have already been resolved. Furthermore, those issues, if any, could have been prevented or addressed proactively should Enzo, as the Director of Construction we hired two months before you came aboard, had performed his duties as per his contract with us.

Regarding your concern about the successor to Enzo after his departure on Dec 27, please be rest assured that myself and my current staff will be devoting 150% of our focus on this project to make sure that we work closely with Core as a streamlined and efficient team to bring this project to a successful completion. We have also several much more experienced and competent candidates to succeed Enzo if needed.

As I mentioned in my comments, I would like to review with you the items you described in the Notice to clear any misunderstandings or disagreements to pave the way for further discussing about the contract extension.



Fanseay Wang
President

Together we create communities!



Comments to
Core's...e.docx

发件人: Greg Raspin

发送时间: 2023 年 7 月 24 日 7:22

收件人: Frank Servello; Jatinder Singh; Parth Patel

抄 送 : Richard Serra; Eric Schneider; Jazz Roy; david@datumgroup.com; disano@disanosprinklers.ca; david@mvshore.com; ruth@pattondesign.ca; LSnodgrass@rjc.ca; mpuri@terraprobe.ca; Jim.Vafiades@stantec.com; enzo@grandgracedevelopment.com; jonathanw@grandgracedevelopment.com; james@grandgracedevelopment.com

主题: S20031 Jefferson Towns - Architectural Drawings

Good morning all,

Here's a link with all files for the project:

 [003. ISSUED TO COREBUILD \[20-JUL-2023\]](#)

Warmest regards,



Greg Raspin, M.Arch, OAA, MRAIC
Principal Architect

SRN ARCHITECTS INC.

8395 JANE ST. SUITE 202 VAUGHAN, ON, L4K 5Y2

T: 905.417.5515 | F: 905.417.5517

A Plus Group Company



Click the links above to explore additional information on SRN Architects Inc



December 12, 2023

Jefferson Properties Limited Partnership

Delivered to Owners Via Email

Fanseay@grandgracedevelopment.com

Notice of default

As per the CCDC 5A contract Dated July 18, 2023, Core Constructors hereby gives notice to the Owners, of default contrary to the CCDC 5A. there **has been no reasonable action** by the Owner to resolve any of the items listed below in a timely manner. Core Constructors Ltd. has continued to work in good faith and in the interest of the project.

O: Reasonable actions have been taken place by the Owner to resolve issues in a timely manner.

In follow up of the Core notice delivered Via email on **December 2nd, 2023**, many phone calls and email correspondence we are writing contrary to the CCDC 5A. As requirement Core must issue the 2nd notice considered the OWNER DEFAULT.

O: Fanseay called Frank right away upon receipt of this first notice on Dec 2 and Frank confirmed that this was just for negotiating extension of the contract.

PART 3 OWNER'S RESPONSIBILITIES

GC 3.1 PROVISION OF INFORMATION AND OBLIGATIONS

3.1.1 The *Owner* shall:

1. retain the *Consultant* who shall be responsible for the design and design-related services required for the *Project*.

C: The project consultants were somewhat non cooperative due to history on site.
In some cases, core had to bring 3rd party consultants to accelerate site deficiencies.

O: Consultants on our project are very responsible, especially key consultants – architect, mechanical and electrical engineer, site service engineer, etc. There might be a late response once or twice from a structural engineer. However, the Owner interfered in a timely manner and pushed them to reply, and we don't see delay caused by consultants.



2. inform the *Construction Manager* of the scope and terms of the *Consultant's* services.
20 CCDC 5A – 2010

C: Core was present on-site July 21, 2023, there were no CCDC available all agreements were in form of LOI.

Core not only prepared CCDC for the newly awarded contracts Core converted as may LOI to CCDC form contracts.

O: Core was provided with all existing contractual documents from the first day when Core took over the project on July 17th -19th, 2023. Some documents were in the form of CCDC contracts, some were in the form of LOI or PO, and Core was able to work with trades based on those signed documents, no questions were raised on LOIs at the time when these were handed over to Core as the new construction manager.



3. inform the *Consultant* of the scope and terms of the *Services*.

C: Core introduced them selves to all consultants again they were all hesitant to provide documents Core had no paperwork except for some outdated drawings and some LOI provided by Grand Grace.

O: Core was provided with all consultant contacts when first came onboard. The Owner had no knowledge that consultants were not cooperative except afore-mentioned. All consultants were retained by the Owner from the beginning of the project. They are familiar with the project and are all very cooperative from our perspective.

4. coordinate and facilitate the services of the *Construction Manager* and the *Consultant*.

5. enter into contracts or written agreements with *Trade Contractors* to perform the *Work*. Such agreements shall be,
consistent with the requirements of CCDC 17 – STIPULATED PRICE CONTRACT
BETWEEN OWNER AND
TRADE CONTRACTOR FOR CONSTRUCTION MANAGEMENT PROJECTS.

6. inform the *Construction Manager* of the scope and terms of each trade contract.

C: The LOI were vague, and the owners were not clear on the scopes or even aware of what they were getting e.g... plumbing fixtures were Moen builder standard on the contractors' agreement the owners sold a completely different product increase the budget by \$450,000.00.

O: No questions regarding LOI were raised during contracts handover; Enzo has promised that he would have all LOIs converted to CCDC contracts.
Regarding the example above regarding plumbing fixtures, it was actually brought up by the Owner to the attention of Core in November 2023.

C: The color charts were not organized and did not reflect the APS schedules. Core completed audits to ensure all units were correct.

O: The Owner provided color charts and detailed feature lists unit by unit to Core, which were well organized, and sent by Core to finish trades. Core double checked before execution and we don't see major changes from our original color charts.



7. upon request by the *Construction Manager*, furnish to the *Construction Manager* reasonable evidence that financial. Arrangements have been made and that adequate financing is available to ensure the completion of the *Project*.

C: The owners have never provided evidence of valid construction finance

O: The contract says “upon request” and Core never requested such evidence. The Owner always made his best efforts to fulfil the payment needs.

Core became aware of a Forbearance when trade payments were issued from the lender’s solicitor.

When asked Core was made aware that the site was in forbearance.

C: As a result, in the forbearance additional workload was added to Core scope of work now having to communicate with lenders monitor and trustees.

O: From consultant’s report, it was Enzo, at our expense, being the main person with the communications with the Lender’s consultants.



Additional meetings, calls, circulation of site documents were required additional workload and staff.

CCDC 5A Part 4

GC 4.2

4.2.1- The Owner shall make payment to the Construction Manager on account in accordance of the provisions of Article A-6 of the Agreement – PAYMENT no later than 20 calendar days following the date of the receipt an application for payment.

8. communicate with *Trade Contractors* through the *Construction Manager* except:

- (1) for direct communications with the *Payment Certifier*,
- (2) with respect to formal notices in writing, or
- (3) when expressly specified in a trade contract.

C: Owners has engaged in discussion with trades allowing the trade to create conflict with Core e.g... FH Construction meeting, side deals, directly creating conflict on site with Core staff. Interfering with Cores ability to perform.

The owners continue direct communication to Core staff at site level without corresponding with project management. Creating confusion and additional work for Core.

O: The incidents where the Owner directly communicated with trades happened when Enzo and subsequently Core came onboard and did not like some trades initially referred directly to the Owner. However, once trades have been decided upon taking into consideration of the opinion of Core and Enzo, the Owner has hardly contacted trades unless Owner's involvement was deemed necessary.

There were only a few times Owner's staff communicated directly with Core's staff for specifically delegated tasks appointed by the Owner and Core but the management level from both sides were always kept in the loop.

9. pay *Trade Contractors* in accordance with the terms and conditions of each trade contract.

CCDC 17 – GC 5.3 Progress Payment

5.3.1 - After the Construction Manager receives an application for payment from the Trade



Contractor as described in GC 5.2—APPLICATIONS FOR PAYMENT:

1. the Construction Manager will promptly inform the Owner of the date of receipt of the Trade Contractor's application for payment and promptly forward a copy of the application for payment to the Consultant;



2. the Payment Certifier will issue to the Owner and copy to the Trade Contractor and to the Construction Manager and the Consultant no later than 10 calendar days after the receipt by the Construction Manager of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the Payment Certifier determines to be properly due. If the Payment Certifier amends the application, the Payment Certifier will promptly advise the Trade Contractor in writing giving reasons for the amendment; and
3. the Owner shall make payment to the Trade Contractor on account as provided in Article A-5 of the Agreement –PAYMENT on or before 20 calendar days after the later of:• receipt by the Construction Manager of the application for payment, or• the last day of the monthly payment period for which the application for payment is made.

C: The owner has failed as follows.

Make payments as described in the CCDC 17

O: Core was always paid up to date (except for the Dec 5th draw not released yet from the Lender), and Core had always been paid in advance for project management fees.

C: The owner has breached the payment terms with the trades on many occasions.

O: The Owner always tried his best to pay trades on time. Even when Lender withheld funding for 3 months from July to September 2023, the Owner kept paying trades with his own funds for \$5.8MM (though never reimbursed by the Lender as agreed to).

Enzo has agreed to a biweekly payment term with trades which put the Owner in a very difficult situation as the Lender only provides one draw every month. The Owner tried his best to fulfill the bi-weekly payment requirement. The Owner also tried numerous times explaining to the Lender whom accommodated our request with several mid-term draws. However,



the Lender was finally exhausted and declined the mid-term draws. The lack of effective negotiation ability of Enzo with trades causing additional draw per month has made our Lender very unhappy.

C: Trades have left site and stopped performing impacting the site schedule.

O: Trades only left when the Lender refused to pay on Dec 5 as on the scheduled draw date. Moreover, the Owner submitted all the documents to QS and Lender for payment well in advance, and the cheques had always been made directly to all trades for the past two draws made between Oct 5 and Nov 5, 2023.

C: In some cases, replacement trades we sourced by Core.

Welders Framers:

Drain contractors.

Civil contractor.

O: As far as we know, those trades left because Enzo either had a fight with them or did not want to work with them.



10. furnish promptly to the *Construction Manager* all information that is required for the *Project* regarding the *Place of the Project* including surveys as to the physical characteristics of the site, soils reports, subsurface investigations, legal limitations, utility locations, and legal description. The *Construction Manager* shall be entitled to rely on such information.

C: Core was not promptly provided with drawings, when reviewed in fact the information was incomplete and outdated. Core was provided with permit drawing after many requests sometime in late August over 6 weeks after cores start date.

O: Drawings were provided to Core when Core came onboard on July 17th. Enzo joined this project in mid-May and had been onsite with Core and should have reviewed all the drawings with Core. Enzo and Core were both provided with all consultant contacts, if any drawings were found not updated, Core or at least Enzo should be able to reach out to corresponding consultants directly.

C: Color charts were provided in October they were in correct and conflicted with APS schedules.

O: Color charts were not in the request list from Core to JPLP when Core came onboard, it was provided upon Core's request when Core hired a finish super in October 2023. Color charts provided do not conflict with the APS schedules.

C: Utility connections were never coordinated, and Core was not informed in fact Core contacted utility companies, Core was informed it had been over a year since owner ship communicated.

This has been a Major impact to the project adding delays to the project, adding additional pressure to the schedule impeding the site access restricting certain works that cannot be performed at the same time.

Core has used their resources and have added additional staff and time to be able to manage this process, if not for Cores relationship and site readiness the utilities were booked for March 2024.

This can be confirmed through the utility coordinator.

O: Enzo and Core who joined the project in May and July should have sufficient time to worked together to have the utility connections coordinated and planned in advance. The Owner has reminded Enzo and Core multiple times during his site visits about the utility connection and was always told that things were under control or on



C: Block B had a stop work order Core was never informed, in fact it was brought to our attention through the building inspector. Owners failed to communicate.

O: The Owner did not fail to communicate as the Owner only learned about this at the same time as Core.

C: Blocks A, C, D, E, F footing and foundations were never inspected. Core has again put additional efforts and staff to mitigate and work with city officials and 3rd party contractors and consultants to cure this. The impact is huge, and this is an occupancy requirement may affect closing.

O: Enzo was aware of this when he joined our company in May as this was the main reason he pressured the Owner to terminate the previous CM for their deficient work.

In the past 5 months, as per Enzo, the necessary work has been performed to mitigate the impact. Furthermore, as per Mico Servello, we are on track for obtaining occupancy permits.

C: Owners trade scopes were missing items in some cases creating increase in costs and delay in the process of work, creating last minute work and delay in milestones.

O: Enzo has confirmed to the Owner much earlier that he has reviewed all the contracts to ensure that they are all converted to CCDC. He confirmed again in late November that contracts are compliant as per his last review with Core.



11. provide full and timely information and approvals regarding the requirements of the *Project* for the orderly progress of the *Services*.

C: Information took time and was provided in pieces, in fact Core did not receive permit drawing until late August more than 6 weeks from the start date on site. Affecting the ability for Core to perform under the CCDC.

O: When Enzo introduced Core, he convinced the Owner that with Core as the new Construction Manager, the project could be finished in 6 months. It is under the assumption that Core had taken into considerations of all factors and “as is” conditions at the time before taking over this project.

C: Permits were not available the permits were provided by the owners approximately 6 to 8 weeks after Core start date. Affecting the ability for Core to perform it responsibilities outlined in the CCDC 5A.

O: All permits were provided to Core (shared in data room in DropBox) once Core came onboard on July 17th.

C: There were no floor engineered layouts required to obtain the building permits. This was not a Core responsibility.

O: There were floor engineered layouts but missing stamps. It should be Enzo’s responsibility to identify this when he joined the project in May, two months before Core came on board.

C: Core contacted the consultants and requested the drawings, and furthermore acquired the approvals for said drawings outstanding to building department to release permits more than 2.5 years after the project start. Again, owners failed to communicate with Core, this was not a core responsibility. In good faith and to keep the process moving Core took on the task and managed to completion.

O: When Core came onboard, the Owner requested that consultants send Core the latest drawings, at the Owner’s cost, thus Core would have the latest drawings. If any issues with the drawings were found, Core could seek clearance from consultants in a timely manner, or at least should ask Enzo to contact consultants.

review documents submitted by the *Construction Manager* and give the *Construction Manager*



timely decisions for the orderly progress of the Services.

The owners on many occasions were delayed in providing approvals in a timely manner given the strict timelines of the schedule, which led to delays and constant revisions in the schedule.

Examples as follows:

Sump pump and controllers will be delayed due the approval delay and now will be delivered late January. Core is now revising schedule for Blocks GHI as the underground must be commissioned and pass occupancy prior to the units being occupied.

O: It took extra days for the Owner to approve as this was a large amount of extra cost, and furthermore the contractor wanted to be paid in advance.

Tarpping and scaffold for Blocks H and B this impacted the schedule by approx. 6 weeks.

O: Again, it took extra days for the Owner to approve as the Owner believed that scaffolding costs should be included in the contract with the masonry and stucco contractors and additional quotes instead of one should be obtained to ensure best pricing is received to save cost.

Furthermore, the occupancy date for H is set for the end of April (notice already sent to purchasers). The Owner believed it was worth taking extra days to make a more informed decision yet still meeting the original the schedule. Because as per Tarion, even we completed Block H earlier, we cannot save any soft financing costs (as Core or Enzo thought and argued for encapsulating the blocks) as we cannot unilaterally request that our purchasers complete interim closing earlier than the occupancy date we notified them.

The approval of plumbing fixtures Block C is ready, and D is approx. 2 weeks away we have no direction this will impact the schedule, especially considering the holiday season and may have a supply chain issue.

O: Directions have been given by the Owner.



12. obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits.

Core dedicated additional resource to obtain and coordinate the permits. This was not in core scope again done in good faith.

O: This building permit revision pertains to issue of the floor engineered layouts missing stamps. Enzo and the Owner's staff, at our expense, tried their best to get this issue resolved.

13. provide, maintain, and pay for the insurance coverages required for the *Project* in accordance with Part 8 of the General Conditions – INSURANCE.

14. immediately notify the *Construction Manager* if the *Owner* observes or otherwise becomes aware of any fault or defect in the *Work*, the *Project*, or any non-conformity with the requirements of the *Contract*.

The owners were aware of deficiencies sub standard work and failed to communicate e.g. GM Global reports not shared 150 plus deficiencies.

Architects reports not shared reference deficiencies.

City inspections were not shared or even performed owner should have knowledge and share.

Outstanding the owner's representative did provide a safety and some framing deficiency reports. However, the full extend of framing and structural deficiencies far exceeded those initially presented by the owner.

The owner failed to communicate and was aware of the site conditions again affecting Cores ability to perfume with the CCDC.

Enzo should have known all of these and communicated with Core as he has been on site since May and was the main force pressing the Owner to terminate the previous construction manager for deficiencies in their work.

When the Owner has been very cooperative approving and paying for all the costs fixing those deficiencies requested by Core and Enzo, despite the fact that Bulletin 19 (Tarion) consultant only identified 245 items of deficiency in contrast to the 800+ items requested by Core and Enzo. However, Enzo has not provided any updated list for deficiency repairs despites numerous requests by the Owner.



15. designate in writing a representative who shall be fully acquainted with the *Project* and shall have the authority to act on the *Owner's* behalf in relation to all duties and responsibilities of the *Owner* under this *Contract*; and

C: Although a designate was appointed and presented, they did not have the authority to provide approvals which further led to the above-mentioned delays.

O: Enzo, as this designated person, has taken full control of the project from the Owner, from construction to accounting, even communicating with the Lender and the Lender's consultants and influencing their opinions. The Owner had been tolerating such behaviors and accommodating the ever-rising costs proposed by Enzo for the sake of completing the project and delivering quality home to our purchasers as per the dates we promised them. It was until recent month that the Owner decided to made a more informed decision by asking Enzo to take necessary measures to evaluate the additional purchase order requests, as an effort to keep costs under budget. Whereas in past, the Owner had been always pressured by Enzo to sign the POs promptly, in the name of accelerating construction schedules or avoiding delays.

16. designate in writing a *Payment Certifier* and advise the *Construction Manager* and the *Consultant*.

C: The owners never provided in writing or verbal information regarding the payment certifier.

O: This person is Enzo. The Owner has an email stipulated the process the invoice review and payment process.

3.1.2 The *Owner* shall be responsible for construction health and safety at the *Place of the Project* in compliance with the rules, regulations and practices required by the applicable health and construction safety legislation.

PART 5 CHANGES

GC 5.1 CHANGES TO THE PROJECT

5.1.5 If the *Contract Time* is exceeded or extended through no fault of the *Construction Manager*, the *Construction Manager's* compensation shall be adjusted accordingly to cover the *Construction Manager's* additional costs.

C: The CCDC contract for Construction Management Services expires in January 2024. The



project schedules reflect closing and completion going into May of 2024.

O: Our occupancy dates for all blocks start from end of Jan to end of April, 2024. So far, all the dates are met as per Core's finish schedule except Block H (May 2, 2024) is 2 days outside of the original date. With the encapsulation commenced as scheduled this week, interior and exterior can be performed simultaneously, we are confident that Core can save a few days in the next 4.5 months.

C: Core original extension costs does not apply due to the default noted above we rely on Part 3 of the CCDC owner responsibility.

The owner is in default of meeting their threshold of responsibilities and are directly responsible for delays. Core relies on Part 5 paragraph 5.1.5 of the CCDC.

GC 5.2 CHANGES IN SERVICES

5.2.1 Any agreement between the *Owner* and the *Construction Manager* on a change to the *Services* shall be recorded in writing.

Notice of Contract Extension and Increase

Core will be seeking additional compensation by way of extension and Monthly charge will be increased from \$90,000.00 per month for site staff costs.

O: Owner is willing to review and discuss with Core about the disagreement or misunderstanding on items listed in this Notice to pave the way for further discussion about extending the contract.



Core has been forced to increase staff due to the project conditions and not being informed by the owners of the true extent of the deficiencies, and the lack of inspections. For Core to try to maintain the proposed project timelines. This required additional staff and has increased Cores overhead costs staff.

The mentioned staffing requirements include ,1 additional site superintendent /1 additional site coordinator and senior management time has increased by additional 40 % of there time.

The increase will be as follow.

Additional contract extension minimum June 2024

Additional cost Increase from \$90,000.00/month to \$140,000. /Month.

4% performance of costs to complete including any fees associated with 3rd party requirements sourced by Core. Owner approval is required.

Kindly let me know when you would like to discuss.

**To keep its interest aligned with the other stakeholders',
I would try to negotiate to cover three super cost at 30k per month (3 site
supers), I would also offer incentive to finish project before April 30 (except
landscaping)**

Thank You & Best Regards,

A handwritten signature in black ink that reads 'Frank Servello'. The signature is written in a cursive, slightly slanted style.

Frank Servello

President Core Constructors LTD.

发件人: James Xu
发送时间: 2023 年 5 月 6 日 23:27
收件人: Grand Grace Development
主题: Contract Link

Hi Fansey,

Please find the contract in the link below

https://drive.google.com/drive/folders/1oFzQXvFKutEggOTIATWZ_7RexDaM2Ool?usp=sharing

Regards
James



发件人: James Xu
发送时间: 2023 年 5 月 23 日 12:32
收件人: Enzo DiGiovani
主题: RE: access to all drawings

Hi Enzo,

I sent the link to you through google already, let me know if you had got it, thanks

<https://drive.google.com/drive/folders/1yNDGtVZcf50dzuGAgkRCL7rTqtIXwEM?usp=sharing>

Regards
James



From: [Enzo DiGiovani](#)
Sent: Tuesday, May 23, 2023 11:48 AM
To: '[James Xu](#)'
Subject: access to all drawings
Importance: High

Hi James,

I need access to all the drawings please. It is my hope to download them to my computer as soon as possible.

Kind regards,

 正在加载...

发件人: James Xu
发送时间: 2023 年 5 月 25 日 12:03
收件人: Enzo DiGiovani
主题: RE: site plan drawings

Hi Enzo,

I put it in the folder now
I will ask Walter send to you all other drawings through dropbox, that might be easy for you,
thanks

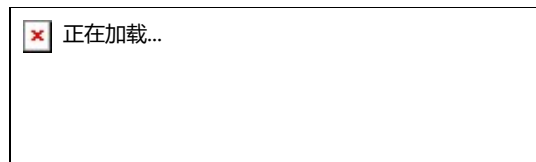
Regards
James



From: [Enzo DiGiovani](#)
Sent: Thursday, May 25, 2023 11:43 AM
To: '[James Xu](#)'
Subject: site plan drawings

Hi James,
Please send me the site plan drawings showing all the different blocks.
It was not in the package you gave me access to last week.
Thanks,

Kind regards,



发件人: Mohammad Jaradat
发送时间: 2023 年 5 月 26 日 13:32
收件人: Enzo DiGiovani
抄送: James Xu; Walter Halaseh
主题: Re: Drawings

Hello Enzo,

Please use the links below to access the required drawings:

- [ACH](#)
- STR (See attached)
- [ELE](#)
- [MEC](#)
- LAN (See attached)
- Alectra & Enbridge (See attached)

Best Regards,

Mohammad Jaradat
Project Coordinator

Office/ 647-946-5446 ext: 107
111 Gordon Baker Rd., Suite 501
Toronto, Ontario
M2H 3R1
E/Mohammad@dcfcorp.com



www.dcfcorp.com

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On Fri, May 26, 2023 at 1:16 PM Enzo DiGiovani <enzo@grandgracedevelopment.com> wrote:

Hi Mohammad,

I know James only sent the request this morning but I'm hopeful to get this information as quickly as possible.

Kind regards,



From: James Xu <james@grandgracedevelopment.com>

Sent: May 26, 2023 11:36 AM

To: Mohammad Jaradat <mohammad@dcfcorp.com>

Cc: Walter Halaseh <Walter@dcfcorp.com>; enzo@grandgracedevelopment.com

Subject: Drawings

Hi Mohammad,

Can you please send all the updated drawings (Arch, Structure, Mechanical, Electrical, Site service, etc.) to Enzo for his reference, thanks

Regards

James

发件人: James Xu
发送时间: 2023 年 7 月 19 日 14:04
收件人: Parth Patel; j.singh@corebuildco.com
主题: FW: Most Updated Mechanical and Electrical Drawings

For mechanical and electrical, I have uploaded to the shared drive already, and you may also download using the direct link, thanks



From: [Marcus Chan](#)
Sent: Wednesday, July 19, 2023 1:42 PM
To: '[James Xu](#)'
Cc: '[Lorraine Kuzub](#)'
Subject: RE: Most Updated Mechanical and Electrical Drawings

Hello James,

Please use the link below to download the current Electrical drawings for Blocks A-F & GHI:

<https://we.tl/t-C8uH3YhNpw>

Regards,

Marcus Chan, E.I.T.
Electrical



Suite#304-250 Ferrand Drive | Toronto | Ontario M3C 3G8
Tel ~~416-443-1995~~, x215 | email: marcus@mvshore.com

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发件人: James Xu

发送时间: 2023 年 7 月 17 日 18:53

收件人: p.patel@corebuildco.com

抄送: jonathanxywang@gmail.com; Enzo DiGiovani; j.singh@corebuildco.com; Frank Servello; Fanseay Wang

主题: RE: Jefferson Towns - Required Documents

Hi Parth,

Please find the link below for documents needed. I have also send you, Frank, Jatinder through dropbox directly.

<https://www.dropbox.com/scl/fo/fy4nhgx1ow823pk390t2z/h?rlkey=203xamnktvrohzqxd78yix2da&dl=0>

I will upload what I have so far mostly drawing to get you start, Enzo will put the rest, mostly regarding site operation.

Regards

James

Jefferson Towns Documents List		
Dcouments	Items	Date
Contact	Consulltant Contacts	James
	Trade Contacts	Enzo
Drawings	Permit Drawings	James
	Architectural Drawings	James
	Structural Drawings	
	Mechanical Drawings	James
	Civil Drawings	James
Reports	Consultant Reports	Enzo
	City Reports	Enzo
	Third Party Reports	Enzo
Corresponds	SI-s	Enzo
	RFI-s	Enzo
	Submittals	Enzo
	Schedules	Enzo
	Daily Reports	Enzo
Contracts & PO	Excuted Contracts	James
	PO	James
Cost Management	Budget	James
	Change Orders	
	Cost To date for each contract	



James Xu
Controller

Together we create communities!

From: [Enzo DiGiovani](#)
Sent: Monday, July 17, 2023 2:41 PM
To: 'James Xu'
Cc: jonathanxywang@gmail.com
Subject: FW: Jefferson Towns - Required Documents

Hi James,

Can you provide him with the drop box access so that he can obtain as much of what he needs as possible please.

Kind regards,

 正在加载...

From: Parth Patel <p.patel@corebuildco.com>
Sent: July 17, 2023 4:08 PM
To: enzo@grandgracedevelopment.com
Cc: Jatinder Singh <j.singh@corebuildco.com>; Frank Servello <servello@corebuildco.com>
Subject: Jefferson Towns - Required Documents

Hi Enzo,

As discussed, please provide the documents as per the attached list.

Thank you.

CORE CONSTRUCTORS LTD.

Parth Patel
Project Manager

55 Winges Road Unit 1, Woodbridge, Ontario L4L 6B4
(416) 548-7222 x 204
(437) 992-2644
p.patel@corebuildco.com

发件人: James Xu

发送时间: 2023 年 7 月 19 日 13:58

收件人: Frank Servello; Parth Patel

抄送: jonathanxywang@gmail.com; Enzo DiGiovani; Jatinder Singh; Fanseay Wang

主题: RE: Jefferson Towns - Required Documents

Hi Parth,

I have uploaded already

-Consultant contact

- All the drawings

On the contract now, and will put all the contracts and budget later today, thanks

Regards

James



From: [Frank Servello](#)

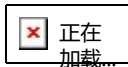
Sent: Wednesday, July 19, 2023 12:19 PM

To: [James Xu](#); [Parth Patel](#)

Cc: [jonathanxywang@gmail.com](#); [Enzo DiGiovani](#); [Jatinder Singh](#); [Fanseay Wang](#)

Subject: RE: Jefferson Towns - Required Documents

This still required we are not up to date please provide asap



Frank Servello
President & CEO
55 Winges Rd
Woodbridge, On
suite #1
L4L6B4

☐ **416-702-3700**
☐ **416-548-7222 x 201**

☐ servello@corebuildco.com
☐ www.corebuildco.com

From: James Xu <james@grandgracedevelopment.com>
Sent: Monday, July 17, 2023 9:53 PM
To: Parth Patel <p.patel@corebuildco.com>
Cc: jonathanxywang@gmail.com; Enzo DiGiovani <enzo@grandgracedevelopment.com>;
Jatinder Singh <j.singh@corebuildco.com>; Frank Servello <servello@corebuildco.com>;
Fansey Wang <fanseyw@grandgracedevelopment.com>
Subject: RE: Jefferson Towns - Required Documents

Hi Parth,

Please find the link below for documents needed. I have also send you, Frank, Jatinder through dropbox directly.

<https://www.dropbox.com/scl/fo/fy4nhgx1ow823pk390t2z/h?rlkey=203xamnktrvohzqxd78yix2da&dl=0>

I will upload what I have so far mostly drawing to get you start, Enzo will put the rest, mostly regarding site operation.

Regards
James

 正在加载...

From: [Enzo DiGiovani](#)
Sent: Monday, July 17, 2023 2:41 PM
To: '[James Xu](#)'
Cc: jonathanxywang@gmail.com
Subject: FW: Jefferson Towns - Required Documents

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Kind regards,

 正在加载...

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Sent: July 17, 2023 4:08 PM
To: enzo@grandgracedevelopment.com
Cc: Jatinder Singh <j.singh@corebuildco.com>; Frank Servello <servello@corebuildco.com>
Subject: Jefferson Towns - Required Documents

Hi Enzo,

As discussed, please provide the documents as per the attached list.

Thank you.

CORE CONSTRUCTORS LTD.

Parth Patel

Project Manager

55 Winges Road Unit 1, Woodbridge, Ontario L4L 6B4

(416) 548-7222 x 204

(437) 992-2644

p.patel@corebuildco.com

发件人: Frank Servello

发送时间: 2023 年 7 月 26 日 6:50

收件人: Fansey Wang

抄送: James Xu; Parth Patel; Jatinder Singh; Enzo DiGiovani; Jonathan Wang

主题: Re: Request List Go through

We have computers on site always

Sent from my iPhone

On Jul 26, 2023, at 6:08 AM, Fansey Wang
<fanseyw@grandgracedevelopment.com> wrote:

Thank you gentlemen,

See you at 8:30am.

Please all bring computers so we can finalize the transfer of documents.

B rgds

Fansey

Sent from my iPhone

On Jul 25, 2023, at 23:30, James Xu
<james@grandgracedevelopment.com> wrote:

We will go through from 8.30am, and shall finish before site meeting starts, thanks

Regards

James

<A6DF6B567AEB4A78B407A4BC774E3F5A[22551341]. jpg>

From: [James Xu](#)

Sent: Tuesday, July 25, 2023 11:28 PM

To: [Parth Patel](#); j.singh@corebuildco.com; [Frank Servello](#); [Enzo DiGiovani](#); [Jonathan Wang](#); [Fansey Wang](#)

Subject: Request List Go through

Hi All,

Fanseay and I will be on site tomorrow, let us go through the request list together, thanks

Regards
James

<A6DF6B567AEB4A78B407A4BC774E3F5A[22551341]. jpg>

<A6DF6B567AEB4A78B407A4BC774E3F5A[22551341]. jpg>

发件人: James Xu
发送时间: 2023 年 7 月 25 日 13:17
收件人: Parth Patel
抄送: Jatinder Singh; Jonathan Wang
主题: RE: Jefferson Towns - Closing Dates

Hi Parth,

Please find the occupancy date table attached,
Also, please note the color package are uploaded to the data room and we shall discuss together
if you have any questions.

<https://www.dropbox.com/scl/fo/h09wkec11grbiibr6clqz/h?rlkey=ar6hn82s077bmmskf6xkhblx&dl=0>

Regards
James



From: [Parth Patel](#)
Sent: Tuesday, July 25, 2023 10:06 AM
To: [James Xu](#)
Cc: [Jatinder Singh](#); [Jonathan Wang](#)
Subject: Jefferson Towns - Closing Dates

Hi James,

Please send us the closing dates schedule ASAP.

Thank you.

CORE CONSTRUCTORS LTD.

Parth Patel
Project Manager

55 Winges Road Unit 1, Woodbridge, Ontario L4L 6B4
(416) 548-7222 x 204
(437) 992-2644
p.patel@corebuildco.com



☐ **Not done**
☐ **Not used**

Read: *Journal of the American Medical Association*, 2000; 284: 2639-2644.

□ □

1000

[illegible]

10

Tarion warranty service & Property management

Tarion Warranty Service Program

- Customer Service
 - o Jessica Wang and her assistant check and respond to purchaser's inquiries on a daily basis through email at info@richmondhillgrace.com;
 - o Notices to purchasers about critical dates for occupancy/closing required by Tarion are also sent to purchasers through the same email account.
- Pre-PDI (Pre-Pre Delivery Inspection)
 - o Included at no additional cost in the CCDC contract with Core
- PDI (Pre-Delivery Inspection)
 - o At additional cost of \$42,000 for total 96 units, as per the current contract with Core, which expires on Jan 17, 2024;
 - o The PDI date set by Core for Block D and F (the first two blocks to be delivered) is Jan 29, 2024 (see the table of Project Closing Dates as attached), which is after the expiry date of the existing contract with Core;
 - o We would like to highly suggest that this item be removed from the contract with Core when extended, for the reasons aforementioned in the Construction section of this file, and instead engage a professional PDI company reputable with Tarion such as The PDI Group we signed contract with at a cost actually much lower than what Core charges (\$16,000 vs. \$42,000 by Core). Please find attached a quote by The PDI Group for their PDI rates.
- Tarion-compatible Software
 - o Core insists on using a rather manual method for PDI and follow up work instead of a user-friendly Tarion compatible software such as QDEF. (When interviewed by Tarion for another project, we were specifically asked if we use a software as it's considered a plus to have a software to enable organized and effective work to clear deficiency items claimed by customers.) it is crucial for us to have this at onset so we can seamlessly carry on the customer service after the project is delivered, for 7 years Tarion warranty.
 - o Attached please find the Service Contract we signed with QDEF on Nov 10, 2023 at only \$150/month for 3 years for the entire project with free training and

technical support. We favored QDEF because it was developed specifically to help Ontarian developers capture deficiencies during PDI with customers with images and descriptions, instantly assign trades for repairs, track repair status, and generate reports for Tarion warranty service purpose, which also allows 30-Day form, 1 Year Form and 2 Year Form our homeowners submitted to their Tarion's BuilderLink account to be imported to our QDEF software so our After Sales Service can review those reported items with customers and have those items addressed effectively.

- After Sales Service

- o We signed contract with DF Consultants (aka The PDI Group) on Nov 13, 2023, (contract attached);
- o The contract provides us with one full time and one half time highly experienced personnel with Darlene Freeman (founder/owner, a former Director of Customer Service for Tarion purpose) also offering additional support when needed. The one half time person will be Jesse Carson who has been a site super and finishing super with technical knowledge for repair works. The cost for this 3-personnel team is at \$9.6K/month, much more cost-effective than building our in-house team or what Core has proposed to provide such service at \$27K/month.
- o In addition, Core does not have capacity to provide such high-quality after sales service as The PDI Group. His current staff, Ana and Natalie confirmed with us that they will be too busy with their current tasks (Finishing Super and Site Coordinator) so they won't have time to learn to use the QDEF software and they have to do short PDIs at max. 45 minutes per home with our customers. Again this will provide a very negative experience to customers who are viewing their much anticipated new home for the first time. The PDI Group, however, is committed to perform a professional PDI also providing orientation to customers on their new home for 1-1.5 hour per home.
- o The PDI Group has been using QDEF software and highly recommends that Core staff to use it if Core is to conduct PDIs. As per Nick from QDEF and Darlene, the software is simple and easy to learn. However, if PDIs are done by Core using their manual method who only agrees to transfer us PDF format of PDI reports with images and description, significant extra work will be needed to import the reported items to QDEF software, not to mention that the quality of the images of deficiencies will be compromised when converting from PDF file.

- Concerns by Tarion

- o During our November Zoom interview with Tarion, Tarion raised concern and suggest that we review to ensure better coordination between Core and The PDI Group for Tarion Warranty Services.
- o It was on our to do list to start discussion with Frank and Darlene and our proposal would be:
 - Have Core to conduct Pre-PDIs and fix all the deficiencies identified, which is included at no extra costs as per the existing CCDC contract;
 - Have The PDI Group to perform the PDI (sign contract for PDI at the rates they quoted as attached), so Darlene's team will contact customers to book PDI appointments, to perform PDIs with them, to review with them in person their listed items at 30 Day, and 1 Year and 2 Year times, so that there is more consistency and seamless flow in the process from the beginning as they being the contact points for customers, instead of switching back and forth between Core and The PDI Group.
 - The PDI Group will use QDEF which assign trades for repairs and to track and follow up with repair status. All our trades have contracts signed directly with us so we will provide information to Nick from QDEF who will enter trades information with their email addresses. When tasks are assigned during PDI or follow up inspections, emails will be automatically sent to the corresponding trades.
 - The PDI Group will contact trades directly to follow up repairs.
 - Core includes handman repair services for 2 years in their existing contract with no extra costs except for materials. Handman or Core's contact information will be entered into our QDEF as the Handman category for needed repairs. The PDI Group will follow up with handman or Core for repairs assigned to them.
- Homeowner's Manuel
 - o We have completed our Homeowner's Manuel in the form of the Welcome Letter to Home Owners (see attached) that outlines the scope of our warranty responsibilities, provides the phone number and email address for our service department, and emergency numbers and procedures for emergency.
 - o We have also added a section of Customer Care on our main page and a downloadable PDF file of our Welcome Letter to Home Owners (see www.richmondhillgrace.com).

Contact List of closing and customer service

Lawyer for Closing:

Loopstra

Lead lawyer: Reg

Clerk: Ashley

Property Management

Crossbridge

Contact: Sandro

After Sales Service (for Tarion Warranty Services)

DF Consultant (aka The PDI Group)

Software Provider (for PDI and other Tarion Warranty Service tracking and reporting purposes)

QDEF

City Inspector:

Raj

Occupancy and Closing

- Occupancy Dates (Table)
- Block D and F

- O** Our lawyer has been in contact with purchasers' lawyers regarding requirement for interim occupancy closing

11

Welcome letter to home owners



Welcome Letter to Homeowner

Congratulations on the purchase of your new home from Richmond Hill Grace! Thank you for your trust and confidence in us. We have prepared this booklet for you so that you will find answers to the questions that you may have as the owner of a new home. Please take time to read this information booklet and keep it available for future reference. If further clarification is needed, please contact our service department at (905) 660-6880 or by email at service@richmondhillgrace.com.

Richmond Hill Grace builds every Richmond Hill home with you, the future owner, in mind from its inception to completion. Such a mindset has been manifested in our thoughtful interior and exterior designs, impressive floor plans, and meticulous attention to details.

Our mission is to provide you with a home that is at a convenient location, meets the highest standards, and at a great value. We want every homeowner to walk into their Richmond Hill Grace home and feel like they have discovered living.

Your Community – Utilities and Services

What Constitutes an Emergency?

- Complete loss of electrical power (does not include loss as a result of your local municipality or service providers as this is outside of our control)
- Complete loss of heat September 15 to May 15
- Complete loss of water supply or sewage blockage
- Plumbing leaks requiring shut off of your entire water supply
- Gas Leak
- Major collapse of any part of your homes structure
- Major water penetration on the walls or ceiling

Emergency Procedures

Gas Leak

1. Vacate your home immediately.
2. Call the After-Hours Emergency Number for the gas company and notify our service department.

Total Loss of Heat

1. Check your thermostat to ensure that it is set to ON/ HEAT.
2. Check that the furnace power switch is ON.
3. Check furnace filter.
4. Check that exterior vents are not covered.
5. Call the Heating Contractor noted in your emergency contact list in the “Customer Care” section on richmondhillgrace.com.

Total Loss of Electricity

1. Ensure the main switch in your electric panel is ON.
2. Establish whether the power is out in your neighborhood and call local utility.
3. Call the Electrical Contractor noted in your emergency contact list in the “Customer Care” section on richmondhillgrace.com.

Plumbing Leak

1. If it is contained to one area use the shut off under the sink or toilet and call the Richmond Hill service number or call the emergency contact plumber in the “Customer Care” section on richmondhillgrace.com.
2. If it is a major leak, please turn off the main shut off valve and immediately call the emergency contact plumber in the “Customer Care” section on richmondhillgrace.com.

Roof Leak

Please notify the Richmond Hill Grace Service Department and ensure that the floors and furniture are covered.

Non-Emergency Service Issues

Our Service Department will handle all service issues during business hours Monday-Friday 9am-5pm.

The contact telephone number is (905) 660-6880 or via email at service@richmondhillgrace.com. After business hours or on weekends or holidays, please contact the trade directly, using the Emergency Contact number in the “Customer Care” tab on richmondhillgrace.com. The key trades contact information is as follows:

Electrical - Maven Group - John - 647-515-7150

Plumbing - Ideal Plumbing & Drain - Hameed - 905 473-1718

HVAC - Metro Air - Ryan Battilana – 905-417-0111

Appliances

Please call the manufacturer indicated on the sticker on the appliance and provide them with the model, serial number, and description of the problem.

Scope of Warranty Responsibilities

Tarion Warranty Corporation

Tarion is responsible for administering the Ontario New Home Warranties Plan Act (the Act). As part of this responsibility, Tarion makes decisions when builders and homeowners disagree about an item covered under the statutory warranties. Tarion also guarantees builders' statutory warranties, and provides extended major structural defect coverages from year three through to seven after a home's date of possession. The simplest and most convenient way to submit warranty forms is through the homeowner portal. To access this, please visit <http://myhome.tarion.com/hop/>

30-Day Form

Use the 30-Day Form to notify Tarion of outstanding warranty items during the first 30 days of possession of your new home.

We recommend that you fill out and submit a 30-Day Form on or about the 25th day after your home's date of possession. On this Form, you may include items that were listed on your Pre-Delivery Inspection Form that have not yet been addressed, as well as new items that you have discovered since taking possession of your home.

Tarion will only accept and act on the first 30-Day Form that is properly submitted on time, and only one 30-Day Form may be submitted. If they do not receive a 30-Day Form from you on time, then you will have to wait until the last 30 days of the first year of possession of your home to notify us of outstanding warranty items.

Statutory Warranty Coverage

Warranty coverage is set out in the Act and takes effect from the date a homeowner takes possession of a new home from the builder (the "date of possession"). It remains in effect even if the home is sold or otherwise transferred before the end of the warranty period. There are three types of statutory warranty protection or coverage

The One-Year Warranty (1 Year Form)

A builder warrants that, for one year from the date of possession, the home:

- is free from defects in work and materials
- is fit to live in, and meets Ontario Building Code requirements

Builders should provide homeowners with all warranties provided by manufacturers, suppliers and subcontractors that may extend beyond the first year. Homeowners must make claims on these extended warranties directly to the manufacturer or distributor.

A builder is also required to provide a warranty against delayed closings (or delayed occupancy for condominium units) that occur without prescribed notice, and the homeowner may make a claim under this warranty within one year after the date of possession. For more information on delayed closings, homeowners should refer to the Homeowner Information Package or visit Tarion's website at www.tarion.com.

The Two-Year Warranty (2 Year Form)

The builder warrants that, for two years from the date of possession, your home is free from:

- Water penetration through the basement or foundation walls;
- Defects in materials or work (including windows, doors and caulking) that result in water penetration into the building envelope;
- Defects in materials and work in electrical, plumbing and heating delivery and distribution systems;
- Defects in materials and work which result in detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding);
- Violations of Ontario Building Code regulations under which the Building Permit was issued, affecting health and safety, including but not limited to, fire safety, insulation, air and vapor barriers, ventilation, heating and structural adequacy;
- Major structural defects. (For a definition of "major structural defects, see the "Terminology" section of the source material listed below.)

Seven Year Major Structural Defect Coverage

In addition to the builder's two-year warranty against major structural defects, Tarion provides coverage for major structural defects in years three through seven.

For more information contact 1-877-982-7466 or visit <http://www.tarion.com>.

Items/Deficiencies Not Covered by the Tarion Warranty:

The following matters are not covered by the statutory warranties:



Normal Wear and Tear

- Normal shrinkage of materials that dry out after construction such as nail pops or minor concrete cracking.
- Settling of soil around the house or along utility lines (other than subsidence beneath the footings of the home.)
- Scuffs and scratches to floor or wall surfaces caused by moving, decorating, or day-to-day use of the home by the homeowner.

Damage Caused by Improper Maintenance

- Dampness or condensation caused by failure to maintain proper ventilation.
- Damage resulting from improper maintenance.

Damage Caused by a Third Party

- Damage caused by municipal services or utilities.
- Damage caused by floods, “acts of God” (see below), acts of civil or military authorities or acts of war, riot, insurrection, civil commotion or vandalism.
- Damage caused by insects or rodents, unless it is the result of construction that does not meet the Ontario Building Code.

Secondary Damage Caused by Defects that are Under Warranty

- Personal or property damage, such as personal injury, loss of income and other secondary loss associated with warranted defects or repairs. (However, your homeowner insurance may cover such secondary or consequential damage.)

Deficiencies Caused by Homeowner Actions

- Alterations, deletions or additions to the home that were made by the homeowner.
- Changes by the homeowner to the direction of the grading or the slope of the ground.
- Defects in materials, design or work that was supplied or installed by the homeowner.

Elevators

The seven-year MSD warranty does not extend to elevating devices. Please contact the elevator company to add an extended warranty.

HVAC Appliances

The seven-year MSD warranty does not extend to appliances that form part of the heating or cooling apparatus, equipment or systems, whether for water, air or other substances, including furnaces, air conditioners, chillers and heat recovery ventilators

Act of God Exclusion

The warranties in the Ontario New Home Warranties Plan Act do not apply to “damage resulting from an act of God”. An act of God is a natural event that is unexpected and unavoidable and causes damage that is beyond the control of the builder. Examples include tornadoes, earthquakes and extreme winds.

This exclusion does not include weather events that are typical to our climate, such as ice, snow, high winds and heavy rains. It includes only extraordinary occurrences or conditions of nature that could not have been reasonably foreseen or guarded against. For example, a high wind is not an act of God unless it is of such exceptional strength that no builder in Ontario could be reasonably expected to anticipate or provide against it. Homes that are designed and built to Ontario’s standards (e.g., the Ontario Building Code) should withstand Ontario’s normal environmental conditions.

Tarion will review situations on a case-by-case basis as they are brought forward by owners or builders to determine if the act of God exclusion applies.

Tips on Maintaining Your New Home

You’ve made a big investment in your home and proper maintenance not only keeps it in good condition, it also helps ensure your statutory warranty rights are protected. Proper maintenance is a prerequisite for certain warranty claims.

Please keep in mind that the warranty is not all inclusive. You may wish to review what is covered, as well as what is not covered. Remember also that even if a problem is covered by warranty, it is still a problem, and it is up to the homeowner to try to prevent it from occurring.

GENERAL WARRANTY COVERAGES AND WHAT IS NOT COVERED

Indoors



- Toilets, sinks and bathtubs drain properly when you take possession of your home. Blockages are not covered by warranty.
- Countertop laminations at miter joints are secure and attached at closing. Delamination is not covered by warranty. Ensure water is not left on miter joints.
- Kitchen and bathroom cupboard doors become unadjusted in normal use and require periodic re-adjustment.
- Counter tops are not heat resistant. Placing hot pans and unprotected appliances without insulated panels under them will burn the surface of counters and damage the laminate glue. This type of damage is not covered by warranty.
- Shelving material is not water resistant. Water and liquid food spills will damage shelving units. Ensure all storage containers placed on shelves do not leak. These damages will not be covered by warranty.

Outdoors

- Caulking around doors and windows wears out. Failing to maintain this caulking will result in water entry and damage to structure. These damages are not covered by warranty.
- Weather stripping around doors and windows periodically requires adjustment and replacement due to normal wear and tear.
- It is necessary to water and maintain new sod as dead grass is not covered by warranty.
- Sod, shrubs and trees need to be properly maintained in the winter and “weather kill” is not covered by warranty.

Moisture Damage

Today’s energy-efficient homes are built tightly to seal out the cold weather in winter and keep in the air conditioning in summer. Because of this, it is possible that a new home can be severely damaged by lack of ventilation or by excess moisture. It is important to remember that moisture damage caused by improper or inadequate use of your ventilation system is not covered by the new home warranty.

What causes moisture damage?

Your home can be damaged if weather-related water is allowed to enter and remain in the structure. Water from leaking pipes or fixtures that is not immediately cleaned up, and indoor humidity levels that are not properly controlled can have serious consequences. Sometimes this damage is easily detected; at other times the damage is hidden inside wall and roof spaces. Regardless of where it occurs, moisture damage can lead to serious problems, such as rot, mold, and even structural failure.

How can I control moisture?

Always use your home ventilation system to control moisture. In a typical home, over 20 liters of water are added to the indoor environment every day. That’s 7,300 liters in a year, enough to fill a medium-sized swimming pool. Bathroom fans, kitchen range hoods, and packaged ventilators such as heat-recovery ventilators, are specifically installed in your home to help you control moisture and contaminants. Regular use of your home ventilation system will exhaust excess airborne moisture caused by bathing, showering, doing laundry, and cooking.

What else can I do to control moisture?

Here are some tips you can follow to help prevent moisture damage to your home:

Outside the home

1. Keep flowerbeds or landscaping at least six inches or 150 mm away from the top of the foundation. Placing soil near or above the top of the foundation allows moisture to come into direct contact with the structure of the building.
2. Ensure that land adjacent to the foundation slopes away from the home so that rainwater and snow melt will run away from the foundation. Clear eavestroughs of debris regularly and extend downspouts so that water is directed away from the building. Water flow can erode the ground near the foundation and create depressions where water collects. Standing water near the foundation can force its way into the basement.
3. Fix the caulking around windows and doors and on the roof if it becomes cracked or separated.
4. Have your roof inspected regularly to ensure shingles, flashing, and chimney caps are in place and sealed properly.

Inside the home

1. In the winter, keep the relative humidity in your home in the range of 30-45%. Lower humidity levels may affect your health and cause materials such as wood to shrink. Excess humidity can cause condensation on windows and damage the surrounding wall. When using a humidifier, follow the manufacturer’s instructions.
2. In the summer, dehumidify the basement to avoid condensation buildup on the cool foundation walls. Relative humidity levels should not exceed 60%.
3. Repair leaky pipes and fixtures immediately. Clean and completely dry any areas that are dampened or wet within 48 hours.
4. Store organic materials such as newspapers and clothes away from cool, damp areas. Keep storage areas tidy so that air circulates freely.
5. If you are adding a hot tub to your home, or have a large collection of plants, consider the amount of moisture they will add to your indoor air and ventilate accordingly.



6. Never vent your clothes dryer inside your home. If you have a gas-fired dryer you may also be venting carbon monoxide inside your home!
7. Investigate and identify any musty smells and odors. They are often an indicator that there is a hidden moisture problem.
8. Purchase a “hygrometer” to monitor the relative humidity in your home and purchase a dehumidifier to be kept on in the basement through summer months.

For more information visit: <http://www.tarion.com/New-Home-Buyers/Maintaining-Your-Home/Pages/Avoiding-Moisture-Damage.aspx#sthash.vUHwT4xB.dpuf>

General Notes on Maintenance

Please refer to the Tarion Construction Performance Guidelines for more information on home maintenance. The proper maintenance of a new home ensures that the warranty coverage under the Tarion Warranty Corporation will remain intact. Problems caused by homeowner neglect, such as allowing caulking to wear down, leading to moisture damage, will not be covered by the warranty.

- Keep dehumidifier on in the basement to help prevent mold and mildew from accumulating.
- Exhaust ventilation fans should be inspected and oiled periodically, as recommended by the manufacturer, to guarantee an efficient operating appliance. Vent covers should be checked for cracks and blockages. In the kitchen, the range hood filter should be removed and scrubbed with mild, soapy water to prevent grease buildup.
- Windows and doors should be checked for gaps in weather stripping and breaks in caulking. Weather stripping can usually be lubricated with petroleum jelly which will keep it pliable.
- The garden hose connection will have a shutoff valve inside the house. This needs to be turned off and drained from the inside to prevent freezing and bursting. Keep hose bibs open to allow for proper bleeding.
- Check all exterior painted surfaces for signs of moisture penetration. Blistering and peeling paint, if not corrected, can lead to water penetration.
- Eavestroughs and downspouts should be cleared of all debris. If the water cannot flow properly, it may cause ice and snow to back up under the shingles, causing leakages in the roof.
- Keep window wells free of leaves and garbage. Lot drainage is designed to keep water away from the foundation. If you restrict this natural movement, you may be setting yourself up for a water problem in springtime.
- While walking around the property, check for cracks in the driveway and sidewalk. These should be fixed before the cold weather arrives. Water that gets inside these cracks will freeze and expand, making the cracks larger.

Checklist for the Seasons

Tarion has also developed Home Maintenance Checklists. Each checklist includes a monthly breakdown of items for inspection, and can assist homeowners with setting up a regular schedule of check-ups and clean-ups.

SPRING

March

- Clean furnace filter and heat recovery ventilator (HRV)
- Check sump pump (if installed)
- Clean humidifier
- Check and reset ground fault circuit interrupter (GFCI)
- Test smoke alarms and carbon monoxide detectors

April

- Check eavestroughs and downspouts
- Clean furnace filter, HRV, and humidifier
- Inspect basement or crawl spaces for moisture
- Check roof for loose or cracked shingles
- Check driveway and walk for frost damage
- Check water heater for leaks
- Turn on exterior water supply which was previously shut off
- Plan landscaping to avoid soil settlement and water ponding
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

May

- Inspect fences for stability
- Check caulking for air and water leaks
- Lubricate weatherstripping
- Check exterior finishes



- Check windows and screens are operating properly
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

SUMMER

June

- Inspect air conditioning
- Check roof, sheds, and garages
- Check sealing around windows and doors
- Fertilize lawn
- Check water heater
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

July

- Air out damp basement on dry, sunny day
- Clean air conditioner
- Check exhaust fans
- Check water heater for leaks
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

August

- Clean air conditioner filter
- Air out damp basement on dry, sunny day
- Inspect driveway and walkways
- Inspect doors and locks
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

FALL

September

- Check exterior finishes
- Check garage door tracks and lubricate bearings
- Check caulking for air and water leaks
- Plant new lawn
- Check fireplace and chimney
- Check basement or crawl spaces
- Have humidifier, furnace, and HRV serviced
- Check clothes dryer vent for lint and/or damage
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

October

- Check windows and screens
- Drain exterior water lines; shut off exterior water supply
- Check roof including shingles, flashing, and vents
- Check weather stripping
- Check sealing around windows and doors
- Winterize landscaping and remove leaves
- Clean furnace filter, HRV, and humidifier
- Clean water heater
- Check eavestroughs and downspouts
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

November

- Inspect floor drains to ensure trap is filled with water
- Clean furnace filter and HRV
- Check for condensation and humidity
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

WINTER

December

- Check air ducts
- Check for excessive snow on roof and have it removed
- Clean furnace filter, HRV, and humidifier
- Check and reset GFCI



- Test smoke alarms and carbon monoxide detectors

January

- Clean furnace filter, HRV, and humidifier
- Check furnace fan belt
- Check water heater
- Check exhaust fans
- Check and reset GFCI
- Test smoke alarms and carbon monoxide detectors

February

- Clean furnace filter and HRV
- Check inside surfaces
- Check and reset GFCI

For more information visit:

<https://www.tarion.com/New-Home-Buyers/Maintaining-Your-Home/Pages/>

Frequently Asked Questions

When can I install a fence around my yard?

Fencing is generally part of the site plan submitted by the us and approved by the municipality. You must check with us before installing any fencing on your own (usually after assumption).

When can I renovate the basement in my new home?

It is recommended that you wait at least 2 years to ensure no cracks in the foundation walls. In accordance with the Tarion Warranty Program structural repairs are covered for up to 7 years. Therefore, it would be advisable to wait that period of time. In the unlikely event that damages were to occur, Tarion would not be responsible for the damaged space, only the poured wall.

When can I add electrical timers to my new home? How will these affect the warranty?

Electrical timers can be added at any time.

When can I add humidifiers to my new home? How will they affect the warranty?

It is best to have a humidifier professionally installed by the same contractor who installed the heating system in your home; otherwise, it could void the warranty.

Where can I pick up my mailbox keys?

Please contact Canada Post for directions on how-to pick-up keys for your community mailbox.

Why are there no covers on my central vacuum and various cable and phone outlets?

Richmond Hill Grace provides rough-ins for these areas. Once the cable and internet providers have installed the central vacuum and cable, the installing companies will provide the necessary covers after closing without affecting your warranty

When can I begin re-painting my new home? How will this affect the warranty?

Although your new home can be painted any time after closing, it is recommended to wait one year.

What does it mean if there's water on my windowpanes or window frames?

Usually this means there are high humidity levels in your home. This is not covered by warranty, but we recommend taking the appropriate steps to prevent condensation and/or dampness: remove or open heavy drapes/window covering (Important: California shutters void warranty), and control humidity by dehumidification, ventilation or air conditioning.

What does it mean if my basement and garage floors have cracks?

Basement cracks are usually caused by a natural curing/shrinkage process and are aesthetic only, however, if the crack is exceeding 4mm in width within the first year of closing, it will be repaired under your warranty. Garage cracks are also usually caused by a natural curing/shrinkage process, however, if the crack is exceeding 6mm in width within the first year of closing, it will be repaired.

What does it mean if my insulated basement walls are leaking water or my cold room is wet?

This also usually means that you have high humidity levels in your home. This is not covered by warranty, but we recommend taking the appropriate steps to prevent condensation and/or dampness: control humidity by dehumidification, ventilation or air conditioning.

What about bathroom leaks and visible water spots on first floor ceiling only?

- This is frequently caused by condensation/dampness on pipes & toilets from humidity.
- Homeowners must control bathroom humidity by always running exhaust fans
- when using water in bathrooms.
- Dehumidification, ventilation or air conditioning can also be used to control humidity.
- There is no warranty coverage for humidity related leakage and water spots.
- Faucets/plumbing fixtures that are found dripping/leaking within the first year will be repaired.
- If faucets/plumbing fixtures are dripping/leaking, the homeowner should take preventative measures against further damage by turning the shut off control valve to the Off position.
- Homeowners must follow proper winter maintenance procedures and ensure the shut off valves are off when the home is left unheated, or homes must be kept at a proper temperature to ensure proper functioning of exterior pipes and pipes in basement, which will prevent freezing, bursts and leaks in the winter.

What about shower/bathtub leaks with visible water spots on the 1st floor ceiling only?

This kind of water damage can be prevented by installing shower curtains and/or doors, and through regular inspection and maintenance by homeowners to ensure seals and caulking have not deteriorated.

What should I do about roof leaks and visible water spots on the 2nd floor ceiling only?

Snow/rain can possibly leak through attic vents from high winds, so it is best to check these first. Ice dams/icicles on roof must be removed by homeowners to prevent leaks. If it is determined that homeowners have failed to do this, any resulting leak damage will not be covered under warranty. Shingles missing, curled or cupped within the first year of closing will be repaired under warranty.



What do I do to maintain an ideal interior climate/temperature?

Homeowners must change furnace filters regularly to ensure optimal furnace performance.

Homeowners should not place any items over floor registers or against wall returns/vents, as this prevents proper air circulation.

Rooms over garages, porches, foyers or north facing rooms are often affected by heat loss and tend to be generally cooler.

Homeowners may wish to consider purchasing additional space heaters for these areas.

12 After sales customer service contract



AFTER SALES SERVICE CONTRACT

HST# 818176406

DATE: NOVEMBER 16, 2023

TO Jessica Wang,
VP, Marketing & Customer Relations
Jefferson Properties Limited Partnership
8000 Jane Street, Suite 300 Tower B
L4K 3W4

PRINCIPAL	PROJECT	DESCRIPTION	PAYMENT DUE
DARLENE FREEMAN	Richmond Hill	After Sales Service	30 Days from receipt of invoice

	SCOPE OF WORK	ADJUSTMENTS	LINE TOTAL
	PLEASE SEE SCHEDULE A FOR SCOPE OF WORK		
	After Sales Service Representative will be based out of their home office. Hours of work will be 8:30 – 4:30 but will answer telephone calls and emails up to 5:00pm.		
	After Sales Service will be on-site as needed based on appointments that they will book with homeowners & trades regarding PDI, 30 Day & Year End submissions.		
	After sales service starts tentatively on January 15, 2024 and is subject to change based on the final schedule of the first Pre-Delivery Inspection.		
	The Contractor agrees that the Customer, Jefferson Properties Ltd Partnership, has full access to the records of communications the Contractor has with the homeowners and Tarion.		
	Jefferson Properties Ltd Partnership (the Customer) will receive a monthly invoice containing a description of services provided as per the Scope of Work. Monthly invoices are due and payable within 30 days of DF Consultants (the Contractor)'s invoice date.		
	Builder will supply a cell phone, at their expense, for DF Consultant's use until this contract is completed, at which time the phone will be returned to the builder.		

	Builder will provide free parking on site for the Customer Care Representative and the PDI Representative(s)		
	Jefferson Properties Limited Partnership shall indemnify, defend and hold DF Consultants harmless from and against any and all third- party claims, liability, suits, judgments that may incur as a result of having performed this service on behalf of Jefferson Properties Limited Partnership.	Yearly rate	\$115,000.00 + HST
	<u>Termination of Contract:</u> Builder/Developer or their representative(s) are required to provide in writing <u>30 Calendar Days notice</u> to DF Consultants if they wish to terminate this contract before completion. Failure to do so will result in the builder's obligation to pay to DF Consultants the full monetary amount of this contract. <u>Payment Obligations:</u> Builder/Developer or their representative(s) will pay all outstanding invoices for services rendered by DF Consultants immediately upon termination of this contract.	Monthly payment	\$9,583.33 + HST

We carry General Commercial Liability Insurance, and are in good standing with WSIB.

Schedule A



SCOPE OF WORK, AFTER SALES SERVICE

Ensure excellent Customer Care as part of our high-quality performance.
Follow the relevant technical standards that provide the basis for identifying warranty issues, and offer suggestions for possible resolution, in keeping with the merits of the warranty program.
Schedule Pre-PDI's based on Site Super's schedule (If Applicable)
Scheduling of all Pre-Delivery Inspections in accordance with construction delivery schedule
Source of Communication and support for all purchasers and homeowners
Follow-up on homeowner concerns and inquiries by providing prompt accurate responses
Releasing of all purchaser(s) keys as per builder's protocol, (if applicable)
Check Tarion portal daily to identify and print any 30-Day, Year-End, 2nd-Year submissions.
Suites - Identifying, reviewing, scheduling, tracking, reporting for all warranted deficiencies as they relate to the PDI, 30 Day and Year End Forms.
Manage and send work orders to trades
Schedule Homeowners, trades and handyman access to units to address deficiencies
Ensure sign-offs for completed deficiencies
Diffuse negative situations to positive solutions with homeowners.
Ensure prompt attention to any escalations. Attend conciliation inspections if applicable.
Participate in Customer seminar/orientation to clarify Tarion's rules, procedures, and warranty process. (if applicable)
Customer Care Representatives will be based from home office using a cell phone and email address provided by the builder to answer all purchaser/homeowner inquiries.
Customer Care Representative will book appointments with homeowners each week to inspect deficiencies reported on the 30-Day Forms, Year End Forms and throughout the year for any other inquiries that need attention.
Provide a by weekly report of updates.



SIGNATURES

By signing this document, it becomes a binding contract.

AGREED AND ACCEPTED

JEFFERSON PROPERTIES LTD. PARTNERSHIP



Authority Signature

Fansey Wang

Print Name

Date

AGREED AND ACCEPTED

DFCONSULTANTS



Authority Signature

Darlene Freeman

Print Name

November 16, 2023

Date

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PDI quote

TO Jessica Wang,
VP, Marketing & Customer
Relations
Grand Grace Developments

PRINCIPAL	PROJECT	DESCRIPTION	PAYMENT TERMS
DARLENE FREEMAN	Richmond Hill Grace Towns	Freehold & condo towns	30 Days from receipt of Invoice

	SCOPE OF WORK		LINE TOTAL
	Meet and Greet purchasers in at house or at site office.		
	Conduct professional Pre-Delivery Inspection using builder's tablet, or by hand. Schedule A attached		
	Explain homeowner maintenance (hardwood/laminate floors, condensation around windows, stone counter tops, preventing mold in tubs), and other relevant tips throughout PDI		
	Explain and clarify Tarion Homeowner Information Package, including all Tarion forms	PDI Stacked 855 -1035 sq. ft. Discount	\$160.00 + HST per unit \$20.00 per unit
	Ensure that all relevant forms (and any additional builder forms) are signed by purchaser/designates.	TOTAL	\$140.00 + HST per unit
	Note: If a tablet is being used for PDI's builder will train reps on the program prior to the start of the contract	PDI Stacked 1160-1385 sq. ft. Discount	\$180.00 +HST per unit \$20.00 per unit
	Builder will provide either; free parking on site, or cover the cost of public parking for PDI Representative(s) until contract is completed	TOTAL	\$160.00 + HST per unit

		PDI Freeholds 1530-2080 sq. ft Discount	\$200.00 + HST per unit \$20.00 per unit
		TOTAL	\$180.00 + HST per unit
		PDI Freeholds 2305-2970 sq. ft Discount	\$230.00 + HST per unit \$20.00 per unit
	We Carry General Commercial Liability Insurance, and are in good standing with the WSIB	TOTAL	\$210.00 + HST PER UNIT



The PDI Group Promise: *To conduct professional PDI's coupled with Customer Care, and to ensure that procedures implemented by the builder are followed as an integral part of our high-quality performance.*

PDI's Include:

- All Flooring
- All walls, trim
- Windows, casings
- Kitchen cabinets, counters, tile backsplash (if applicable)
- Kitchen appliances, range hood
- All Closets, rods and shelves
- Fan coil unit(s)
- Thermostat(s)
- Electrical panel (labeling)
- All water shut offs
- Bathroom(s) cabinets, counters, toilets, tubs, tile tub surround, ceiling fans
- GFI plugs
- Laundry area, washer/dryer, ceiling lint trap (if applicable)
- All Doors and trim
- Stairs, treads, risers, pickets, railings, stringers (if applicable)
- Exteriors including; garage, porches, sidewalks, stairs, railings, soffits, eavestroughs, downspouts, brick, mortar (if applicable)



SIGNATURES

To accept this quotation please sign here and a contract for signature will follow.

AGREED AND ACCEPTED

Grand Grace Developments

Authority Signature

Print Name

Date

AGREED AND ACCEPTED

DFCONSULTANTS

A handwritten signature in black ink, appearing to read "Dfreeman".

Authority Signature

Darlene Freeman

Print Name

November 10, 2023

Date



About Us

Darlene Freeman, Founder and President of DF Consultants and The PDI Group, has worked as a Customer Care Professional alongside Builders, purchasers and homeowners in the New Home Construction Industry since 1998.

Jesse Carson joined The PDI Group in 2023 as a Partner/Operator. His expertise lies in Customer Care, Rough Supervisor and Finishing Supervisor for detached homes and condos. He has been working in the construction industry for the past 15 years.

The PDI Group's expertise is in condos, townhouses (Condo and freehold), and single-family homes. We have a long-standing, and well-respected relationship with Tarion Warranty Corporation. Our knowledge of the Tarion rules and procedures are an integral part of The PDI Group's ability to serve both Builders and purchasers.

The PDI Group's team understands the importance of a good builder/purchaser relationship. We foster this by ensuring excellent Customer Care during all of our PDI's as well as improving purchaser knowledge, resulting in a cohesive relationship between the builder and purchaser(s). Customer Care is the heart and soul of this company.

The PDI Group is in good standing with the WSIB, and we also carry General Commercial Liability Insurance.



After Sales Service

Subcontracting After Sales Service is an exciting concept that we believe is a positive approach for builders who are looking for After Sales Service for a particular site. This concept is also appealing to the smaller or custom builder who do not have a Customer Care team in place. It allows the builder to subcontract our professional team to handle their After Sales Service in a time frame that is based on the builder's needs.

Our, over 23 years of experience as After Sales Service professionals, and our knowledge regarding Tarion's process and procedures are what makes our services a welcoming and cost-effective addition to all home builders. We also offer a custom Homeowner's Manual for builders who want to ensure that their homeowners are well informed.

The PDI Group implements the following to ensure a positive and strong level of Customer Care:

- Treating purchaser/homeowners with respect and dignity
- Ensure immediate and effective responses to inquiries
- 30 Day and Year End Inspections
- Supervise trades/handyman, coordinating work schedules
- Generating Work Orders for trades & handyman
- Monitor service regarding outstanding deficiencies
- Ensuring the completion of outstanding deficiencies
- Liaison between homeowners, site staff, trades and Head Office
- Defusing negative situations to positive solutions
- Well versed with Tarion process and procedures
- Correspondence with Tarion
- Other customer care duties as per builder's needs.



Site Supervisor Mentoring and Assistance

This service is based on over-seeing the project and assisting site superintendents to produce their best products on time and within budget.

Site startup: Preparing site for the various needs; pre-construction.

Site Safety: Site is up to Ministry of Labour safety standards

Scheduling Rough and Finishing: Ensuring that project meets deadlines and milestone in time and on budget.

Quality Control: Communicating with trades, walking houses/units, ensuring construction based on structural plans, documentation and site cleanliness inside and out.

Site Records: Organization and follow-up

Budget: Cost effective solutions to ensure budget management.

Mentorship Rough and Finishing Supervisors



Pre Delivery Inspections for Single Family Homes/Townhouses

The PDI Group Promise: To ensure an informative and positive experience for purchasers. To conduct professional PDI's, and to ensure that procedures implemented by the builder are followed as an integral part of our high quality performance.

PDI's Include:

- Greet purchasers on site
- Escort purchasers to their lot
- Conduct professional Pre-Delivery Inspection with builder's tablet or hand written.
- Inspection to include:

All Flooring

All walls, trim

Windows, casings

Kitchen cabinets, counters, tile backsplash

Kitchen appliances, range hood

Thermostat(s)

Electrical panel (location and reset)

All water shut offs

Bathroom(s) cabinets, counters, toilets,

Bathtubs, tile tub surround, ceiling fans

Locations of light switches

GFI plugs

Laundry area, washer/dryer,

...Houses Continued

All Doors and trim

Stairs (if applicable), railings, pickets, risers, treads, stringers, landing

Man door to garage automatic shut (if applicable)

Basement:

stairs, concrete flooring, windows, walls, insulation, rough-in for bathroom (if applicable), main shut off valves, cold cellar (if applicable)

Exterior (where applicable):

brick, caulking around windows, hose bibs, plugs, siding (if applicable), down spouts, eavestroughs, stairs, sidewalks

Garage inspection (where applicable): gas proofing, lights, plugs, hose bib, overhead door, man door (if applicable)

Explain to purchasers homeowner maintenance including:

hardwood flooring

granite/marble/laminate counter tops

ceiling lint trap (where applicable)

Furnace, filter replacement

humidity levels inside home

avoiding mold in wet areas

condensation on windows

- Explain and clarify Tarion Homeowner Information Package including all Tarion forms (CCP, 30 Day, One Year, Year End and Second Year forms) to purchaser(s).
- Explain to purchaser(s) any paperwork that the builder may provide.
- Ensure that all relevant forms, (CCP, PDI, and any builder forms), are signed by purchaser/designates and DF Consultants representative, on behalf of the builder.



Pre Delivery Inspections for Condos

PDI's Include:

- Greet purchasers on site
- Escort purchasers to their unit
- Conduct professional Pre-Delivery Inspection with builder's tablet.
- Inspection to include:

All Flooring
All walls, trim
Windows, casings
Kitchen cabinets, counters, tile backsplash
Kitchen appliances, range hood
Fan coil unit(s)
Thermostat(s)
Electrical panel (location and reset)
All water shut offs
Bathroom(s) cabinets, counters, toilets,
tubs, tile tub surround, ceiling fans
Locations of light switches
GFI plugs
Laundry area, washer/dryer, ceiling lint trap
All Doors and trim
Foyer, door to unit (ensuring automatic shut)
Balcony (viewing only if applicable)

...Condo's continued

Explain to purchasers homeowner maintenance including:

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Q hardwood flooring
 granite/marble/laminate counter tops
 cleaning ceiling lint trap
 fan coil unit filter replacement
 humidity levels inside suite
 avoiding mold in wet areas
 condensation on windows

- Explain and clarify Tarion Homeowner Information Package including all Tarion forms (CCP, 30 Day, One Year, Year End and Second Year forms) to purchaser(s).
- Explain to purchaser(s) any paperwork that the builder may provide.
- Ensure that all relevant forms, (CCP, PDI, and any builder forms), are signed by purchaser/designates and DF Consultants representative, on behalf of the builder

Common area introduction including:

Individual parking spaces
Pool area (If applicable)
Games room (If applicable)
Media room (if applicable)
Party room (if applicable)
Elevator locations
Stair locations
Waste disposal location(s)
Property Management Office



Quality Control Procedures

Quality control inspections will take place after the finishing super has completed their work, and before PDI.

Inspection will include:

- All Flooring**
- All walls, trim**
- Windows, casings**
- Kitchen cabinets, counters, tile backsplash**
- Kitchen appliances, range hood**
- Thermostat(s)**
- Electrical panel (location and reset)**
- All water shut offs**
- Bathroom(s) cabinets, counters, toilets,**
- Bathtubs, tile tub surround, ceiling fans**
- Locations of light switches**
- GFI plugs**
- Laundry area, washer/dryer,**
- All Doors and trim**
- Stairs (if applicable), railings, pickets, risers, treads, stringers,**
- landing**
- Man door to garage automatic shut (if applicable)**



Customer Care Seminar

Target Audience: Customer Care Teams in The Construction Industry

Objective: To teach, motivate, refresh

Seminar Relevance: Many purchasers/homeowners are disillusioned with the care that they are receiving from their builders. Most of the problems are due to the fact that purchasers/homeowners do not understand the home buying process, so they rely on the Customer Service team to bridge the gap. Because Customer Care can be very challenging, the team can experience burn out quite quickly. Our seminars are an opportunity for the team to decompress, learn new strategies, and ask their questions. The Customer Care team is the face of the company and having a refreshed, top-notch team is just as important as delivering a pristine house or condo. It promotes referrals from clients, repeat customers, nomination for the Tarion Homeowners Choice Awards, and a happy Customer Care Team.

Outline:

- How to deal effectively with Purchasers/Homeowners, colleagues, business associates and trades.
- How to successfully diffuse negative situations
- The importance of empathetic communication with purchasers
- Important procedures to help avoid conciliations
- Interactive exercises
- Interactive questions and answers throughout

Total Time:

90 – 120 Minutes



OUR CLIENTS

Amacon Development

Arista Homes

Brixen Developments

Cachet Homes

Castle Rock Developments Inc.

Cortel Group

Coughlan Homes

Country Homes

CTN Developments

Distrikt Developments Inc.

Fieldgate Urban

Fitzrovia Real Estate

Frontdoor Developments

Genesis Homes

Great Gulf

H & W Developments

Losani Homes

Maramel Homes

Metroly Developments

Onni Group of Companies

Sierra Corporation

Silverado Custom Homes

Stateview Homes

Streetcar Developments

Frontdoor Developments

VanMar Constructors

Silverado Custom Homes

Summitview Homes

TAS Developments



References

Allen Toma, President, Metroly Developments, 647-895-9274

Jeff Silverberg, President, Silverado Custom Homes, 416-832-7018

Christian Rinomato, Project Manager, Country Homes
647-205-3940

Ernesto Spadafora, Director, Human Resources & Customer Experience,
Losani Homes 905-643-2138

Leigh Pawlick, Customer Service Manager, Sierra Corporation
416-642-0032 ext 237

Please look at our website www.thepdigroup.co for testimonials.

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QDEF Tarion maagement software and contract

<https://www.qdef.ca/>

Why QDEF is the best choice for better builders?

QDEF is an intuitive, straightforward platform to enter construction and warranty deficiencies, distribute work orders to trades, and mark deficiencies complete when repairs are complete.

With user experience and optimization of workflows the primary design feature - your team will love using it and your operations team will benefit from it.

QDEF Features



On-site Inspections

Builders conduct on-site QA and PDI inspections using a mobile app for Android or iOS. Inspectors can enter deficiencies via type or voice recognition, and take pictures directly from their device as a part of the inspection.



Manage Deficiencies

Add and Edit deficiencies, schedule appointments with Trades, mark deficiencies complete, and track emails. Email work orders directly to trades from QDEF, with ability to filter by lot/unit, trade, and category. Or simply email all outstanding work orders with a few clicks.



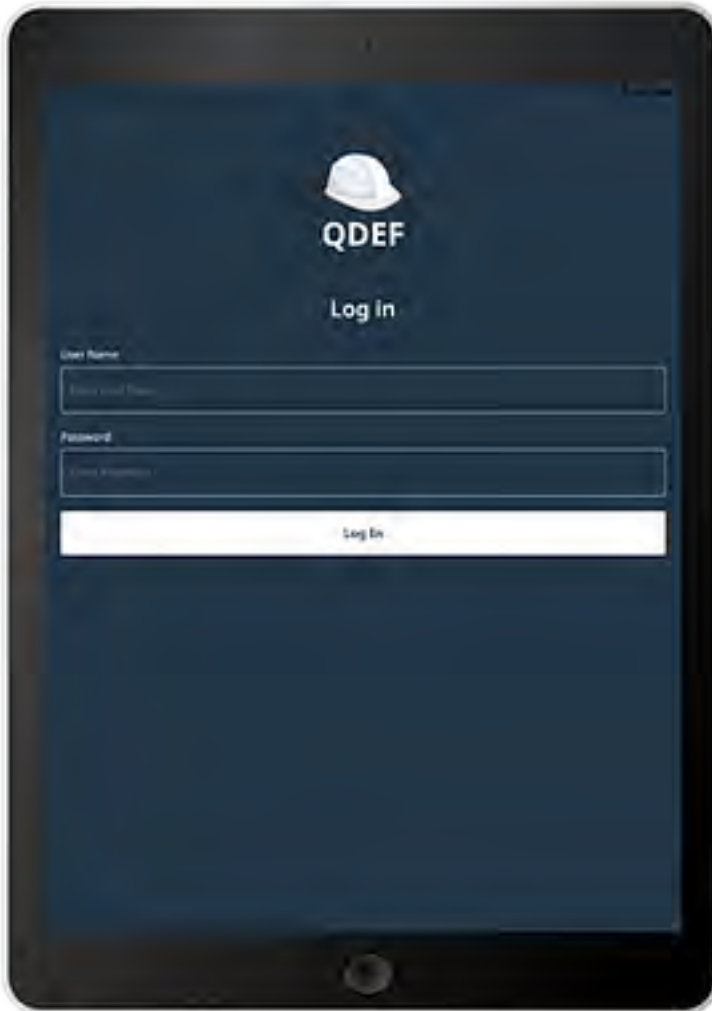
Reporting

QDEF has several statistical reports to provide a bird-eye view of your data – either specific to each site or across all your sites.

Reports are visually appealing and are presented in table and pie-graph forms.

About Us

Personalized Experience



/02

The Evolution of what the industry needs.

In 2013 QDEF was rebranded as QaPad and in 2023 we have come full-circle back to QDEF after so many in the industry told us how much they loved the old brand.



Homebuilders have been using QDEF since 1998 to efficiently deliver high quality homes and manage their post-closing deficiencies.

Lou Lanaro developed the first version of QDEF in the late 1980s to help him in his role as a Director of Customer Service at a large Homebuilder. The product was refined and then offered to builders as a Windows-based Software in 1998.

In 2016, the business was continued by Lou's son, Nick Lanaro. Nick has a broad background in Construction, software development, and is a Chartered Professional Accountant.

Satisfied Customers

"After implementing QDEF our productivity increased and the QDEF team provided us with excellent service to get us up and running as quickly as possible. They continue to provide us with over-the-top customer service"

Amber Pickersgill, Senior Director

Lanterra Developments

"QDEF is very straightforward and intuitive. Our team had no problem getting up to speed quickly and we appreciate that when we need help we can call anytime and get a response."

Sarah Chaplick,

Manager, Customer Care

Lifetime Developments

“QDEF is very easy to use and we find it very useful snapping pictures during the PDI. On top of this the customer service and response time is great.”

Danielle Binns, Customer Care Director,

Dunpar Homes



Custom Reports

If you can dream it we can build it! We have been providing reasonably-priced custom reports and changes throughout our company's history which let's builders tailor QDEF to their unique needs.



Industry Leading Technical Support

We pride ourselves on providing the best support in the business. When you call for assistance, a real person will answer the phone who is intimately familiar with both QDEF and the construction industry.

All phone or email requests are either answered immediately or have same day follow-up.

Our team has extensive experience working on construction sites in both Construction and Warranty Service. We speak your language.



User Experience Designed interface

QDEF is well designed and delivers an intuitive and streamlined feel, so your team will prefer to use it over manual forms and other overly complex software products



QDEF SOFTWARE SOLUTIONS INC.

in any way the remainder of the provisions herein. This Agreement may not be assigned by Customer without Contractor's consent.

d. ENTIRE AGREEMENT. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and Customer and supersedes all prior and contemporary agreements, oral or written.

e. COUNTERPARTS. The Parties hereto agree that facsimile or electronic signatures shall be as effective as if originals. This Agreement may be executed via facsimile or email in any number of counterparts, all of which taken together shall constitute one and the same agreement.

In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

QDEF Software Solutions Inc

Nicholas L. Lanaro

November 10, 2023

Nicholas Lanaro, President

DATE

Jefferson Properties Limited Partnership

SIGNOR

DATE

15

Owner's site supervisor condidates

1
Interviewed

reference checked

available immediately

(Senior) Project Manager
+ finish super

Cyrus Medina

From
a LinkedIn

125k/year

gas card

car allowance

\$600/month

max. 20%

bonus.

148 Patricia Avenue Kitchener ON N2M 1J6 • 647-641-8305 • medina_cyrus@yahoo.com

PROFESSIONAL PROFILE

Over 22 years experience in the Complete Project Cycle, from Design Conceptualization to Construction Phase including Facility Management. A highly reliable, adaptable and proficient team player.

SUMMARY OF QUALIFICATIONS

- Ensures overall project success by establishing clear and attainable project objectives, building and managing project requirements and constraints with key stakeholders across various functional areas.
- Leads the execution of multiple projects, including leading internal and external teams and taking responsibility for the design, approvals, delivery, and financial viability of the project.
- Provides input and supports the Senior Management as they plan the scope of resources, milestones, schedule, and budget of a project.
- Identifies, manages, and resolves project issues.
- Conducts regular project team meetings to share information, confirms issues are brought forward, and that all details are addressed.
- Manages the project scope and overall schedule to ensure deliverables are assigned, met, and completed.
- Understands and confirms workload priorities and, together with the Functional Manager(s), ensures the necessary human resources needs to achieve project quality and productivity expectations.
- Builds, manages, and maintains a high-performance team through effective talent recruitment, coaching, and development.
- Provides leadership and direction to the project team to ensure efficient and effective completion of the project plan on time and within budget and ensures focus on collaboration, client service, and business success with the project team is maintained.

PROFESSIONAL EXPERIENCE

Project Manager, New Developments
Skyline Capital Projects Management Inc, Canada

February 2022 – October 2023

- Owner's representative in New Developments, mostly residential apartment buildings.
- Collaborate with Architects, Engineers and Contractors to ensure project feasibility and compliance with the Owner's requirement.
- Monitors project progress and adjust plans as necessary to meet project goals.
- Manage Owner's designated supplier and installers as well as coordinate their activities with the contractor.
- Creates budgets and track expenses and proactively identifying cost-saving opportunities.
- Review and approve invoices and process change orders as needed by the project.
- Ensure construction quality and adherence to Owner's requirement.

- Maintain open and transparent communications with stakeholders, including investors, team members, and regulatory authorities.
- Lead and motivate project teams providing guidance and support to achieve project objectives.

Project Manager
Stonerise Construction, Canada

November 2016 – February 2022

- Worked with Senior Project Manager, Site Superintendent, Estimator and Safety coordinator in completing and finishing
 - High-rise; 26 Storey, 216 units Residential Building located in Barrel Yards Waterloo, Ontario. Overall completed cost is \$45 Million.
 - 4 Storey; 42 units Residential Apartment in Niagara Falls, Ontario. Overall completed cost is \$8 Million
 - High-rise; 22 Storey, 204 units Residential Building located in Barrel Yards Waterloo, Ontario. Overall estimated cost to complete is \$57 Million.
 - On-going 6 Storey; 166 units Residential Apartment in Kitchener, Ontario. Estimated budget for the Project is around \$39 Million
- Tracked and monitored Subcontractors' invoices ensuring that it is within the Project Budget
- Prepared Construction Scheduled and updated schedules as needed.
- Complied with the Company's Health and Safety Policy and Program Manual
- Check and coordinate solutions in resolving construction related challenges such as but not limited to conflicts between drawings and actual site conditions
- Communicated with Subcontractors and suppliers to ensure the Projects requirements are met on time and on budget

Maintenance Associate
Timbercreek Assets Management, Canada

August 2016 – October 2016

- Conducted daily, weekly and monthly checks of all Building Maintenance related items
- Address and coordinated tenants' issues and scheduled subcontractors to resolve the issues

Facilities and Project Manager
Crystal Clear Management, Singapore

July 2015 – March 2016

- Daily Management of an on-going Facilities Maintenance System with LVMH - Louis Vuitton, Christian Dior and Berluti Luxury Retail outlets. Ensuring that all areas are operating properly including the following:
 - Lighting and HVAC
 - Carpentry and Finishes are in good condition
 - Coordinate monthly schedule of pest control, AC cleaning, carpet cleaning, escalator/lift Maintenance and others that the Client may require
 - Conducts daily meetings with Store Managers to discuss day-to-day condition of the store and updates inventory.
- Managed the fit-out construction of a Louis Vuitton special project in Singapore - Series 3 Exhibition.
- Managed the fit-out of a Retail outlet for Bimba y Lola.

Construction Manager
ISG Asia, Singapore

November 2012 – July 2015

- Developed Construction Program and Schedule with the Project Manager and Technical Planning Manager to fulfill all the project's requirements. Taking into consideration all the clients needs together with the Existing Site Conditions.
- Project included
 - Re-instatement and Renovation Fairmont Hotel (26 storey – North and South Towers) and Swissotel (67 storey)
 - Renovation of Raffles Link Office Building Lobby owned by Hong Kong Land
 - Re-instatement of Standard Chartered bank office and Marina Bay Financial Center
 - Interior Fit-out of Noble Agri office located Asia Square Tower
- Regularly conducted and documented all scheduled project meetings. Personally made sure everything was progressing properly and all site inconsistencies were addressed.
- Implemented strategic plans with regards to project safety and progress.
- Directly coordinated with consultants and client project teams to give personal assurance as to the progress of the project.
- Responsible for day-to-day project management and execution. Monitored quality and sub-contractor performance through supervision and regular inspection
- Conducted final verification for all completed contractors' work and joint final inspection with clients and consultants. Completes every project with no defects and on-schedule.

Architectural Assistant
P&T CONSULTANTS PTE. LTD., Singapore

June 2007 – November 2012

- Coordinated with Architect-in-charge in formulating and producing a comprehensive Design solution for the Owner/Developer, bearing in mind to maximize the efficiency of space as well as the saleable area.
- Coordinated and finalized architectural drawings with respect to other Specialty Designers in order to produce more coherent construction drawing by minimizing conflicts in designs
- Handled queries regarding Shop drawings and updated construction drawings for on-going projects.

Senior Project Architect
CITY & LAND DEVELOPERS INC., Makati City, Philippines

May 2003 – March 2007

- Coordinated meetings with respective trade designers in order to produce a more coherent construction drawing by minimizing conflicts in designs.
- Coordinated timely accomplishment of all activities prior, during and after construction.
- Regularly monitored project status to ensure that all project activities is within the scheduled timetable and budget cost.
- Evaluated and analyzed architectural and engineering drawings in order to recommend possible cost reduction and to maximize usable area for the project.

- Prepared, improved and updated standard operating procedures to serve as reference guidelines for the use of subordinates and future department architect.
- Coordinated with the Environmental Planner in preparing the Environmental Impact Assessment and developed documents required in acquiring the Environmental Compliance Certificate

Consultant Architect

FREELANCE WORK, Manila City, Philippines

2001 – 2002

- Assessed site strengths and weaknesses. Prepared schematic plans and layouts with the given site conditions and design parameters of the Owner.
- Studied possible development and future expansions of an existing structure.

Junior Architect

OSCAR RUVIVAR AND ASSOCIATES, Quezon City, Philippines

2000 – 2001

- Prepared plans for various projects; beginning from Design Development phase until Construction/Bidding documents.
- Checks the Quality and Formats of the Final plans before issuing it to the Owner for bidding purposes.

EDUCATION

Masters Degree: Tropical Landscape Architecture (90% Completed)

2002 – 2003

UNIVERSITY OF THE PHILIPPINES, Quezon City, Philippines

- First place – Design Competition for Philippine International Convention Center Courtyards
- Third place – MGS Concrete Paver Design Competition

Bachelor of Science: Architecture

1995 – 2000

UNIVERSITY OF SANTO TOMAS, Manila City, Philippines

- Active Volunteer in College events and programs

Continuing Education: Project Management

2016 – 2021

CONESTOGA COLLEGE, Kitchener, Ontario Canada

CERTIFICATES

Winner Runner-up, City of Kitchener Design Competition for Tiny Homes 2022

Certificate in First Aid Training

Certificate in Primavera Training

Certificate in Photoshop Training

Certificate for Working at Height for Managers

\$9,000/annual
Estimator for G.C.

Mahdi Alavi (CEC, P.Eng, PMP)

Mahdisayedalavi@gmail.com - (416) 887 4974

address:

Bradford.

Project manager

\$110,000/annual
to 120,000/annual

Skills Summary

Dedicated and results-focused Professional Project Manager/Estimator with a strong foundation in Civil Engineering. Offering over 7 years of experience in project estimating and management, encompassing various sectors such as Low-rise, Mid-rise and High-rise residential, as well as ICI projects up to \$100M. Proven track record of tendering success, cost optimization, and enhanced value delivery. Seeking new opportunities to apply expertise further and contribute to project success.

Professional Summary:

- Certified Project Manager (PMP)
- Professional Engineer (P.Eng)
- Certified Construction Estimator (CEC) have met the academic requirements of PQS
- Expertise in project scope definition, project scheduling, estimating, cost control, risk assessment and construction management

Can be part time,
on hourly basis

Highlights of Qualifications

- 7+ years experience as a project manager and estimator in a wide range of projects (Residential and ICI)
- Expert in identifying, collecting and analyzing project requirements, defining the scope of the projects
- Competent in providing, interpreting and analyzing construction drawings, specifications, SOW, and contracts and deep knowledge of CCDC
- Strong background in analyzing the project risk, costs of materials, labour and equipment
- Skilled in construction management, including developing the project and risk management plan, gathering and documenting lessons learned and implementing an integrated change control system.
- Highly experienced ineffective communication and interaction with inter-and intra-organization stakeholders in multi-disciplinary and fast-paced team environments
- Resourceful and self-motivated with strong organizational skills and the ability to multitask.
- High proficiency in PlanSwift, Bluebeam, AutoCAD, Revit, Microsoft Project, and MS Office (excel, word etc.)

Professional Experience

Assistant Project Manager/ Estimator (pre-construction and construction)/Plan Examiner

Pure Plaza Corp (Low-Rise)

October 2022-Present

Spearheaded pre-construction and construction efforts in the newly established Low-Rise department.

3030

Pre-Construction

- Played a pivotal role in preventing rework and expediting the permit process by overseeing pre-design and initial drawings and ensuring that plans and specifications included any necessary requirements
- Collaborated closely with the design team to optimize material selection and control cost during design process
- Save significant time on design and construction by writing the Project Management Plan, integrating the change control system, and closely tracking changes.
- provided initial estimates (Class 5 and 4) using an elemental method for prospective projects.
- Served as the liaison between the consultant, construction, planer, city, and other stakeholders.
- Conducted an initial survey of the building site to assess the project's feasibility and get a sense of any special accommodations that may need to be made.
- Implemented the cost control system, cost codes and Estimating software.

Construction-King East Project-King City Richmond Hill (\$100M)

- 26
- Passed the inspection the first time and saved time by ensuring the finished product of the construction project was safely and appropriately constructed in alignment with the Ontario Building Code (OBC) and purchaser requests.
 - Oversee the entire construction project lifecycle, from inception to completion,
 - Saved 40 days by estimating the required manpower, prepared comprehensive construction schedules, and developed work plans to meet project milestones.
 - Facilitated evaluation meetings with invited contractors and curated a select list of potential candidates.
 - Estimated the project budget (estimate class 3) from the quotations received, meticulously calculating general requirements and construction contingency. Managed project finances, including change control, tracked actual costs against forecasts and resolved discrepancies to ensure financial integrity by EVM.
 - Developed comprehensive tender packages (Provided and documented the SOW and specification for each project activity), initiated the tendering process by sending RFQs, and meticulously reviewed and assessed incoming quotations.
 - Selected, scheduled, and coordinated subcontractor activities to optimize project efficiency and cost-effectiveness.

300 units Phase 1751/175

- Reviewed and approved progress invoices and ensured accuracy and compliance with project requirements and contracts.
- liaison with the consultant team during construction issued the RFI and managed the process.
- Designed a daily report form for data collection, analysis, and management gap identification. Predicted issues, prevented rework, and accelerated projects through proactive strategies.
- Orchestrated pre-phase kick-off meetings and led weekly kick-off meetings with the construction team.
- Collaborated closely with the sales department to evaluate and provide cost estimates of upgrade items
- Regularly reviewed construction to verify that everything was being built according to requirements, recognized potential problems and created engineering solutions.
- Guided the field team in creating suitable schedules and maintained daily monitoring, updating reports bi-weekly and designing a specific format for daily reports.
- Provided leadership, guidance, and responsive support to contractors.
- Revised existing contracts in line with the Canadian Construction Documents Committee (CCDC) concept

Senior Estimator

May 2022-October 2022

✓ Brook Restoration

- Won 3 projects during 5 months, approximately \$3M
- Won project by designing and creating practical solutions and providing the engineering proposal
- Provided estimate and Proposal for a complex projects
- Trained and led new coordinators and Estimators and created a comprehensive estimating sheet based on the master format
- Attending the project kick-off meeting to clarify the scope of the project

Senior Estimator

Apr2021-May 2022

✓ Great Canadian Construction (GCC) Toronto, Canada

As the Senior Estimator, I am responsible for the ultimate success of Great Canadian Construction's tender process.

- Won 6 projects during 8 months, approximately \$3M
- Provided estimate forms, tailored GCC procedure and made a checklist for estimation process, trained estimator team members and prepared CCDC-11 for the company and tailored for each client and project
- Analyzed project risk (location, access, season, complexity and supplementary condition) and recognized optimum mark-up and contingency reserve and provided project schedule for projects, especially urgent projects

Project Estimator

Aug2019-Apr2021

Twin Contracting Toronto, Canada

Accelerated the estimating system by providing a comprehensive database with a sub-trade and unit prices list and updating it continuously.

- Won 10 projects during 9 months, approximately \$8M
- Analyzed expenses of Twin's forces and compared them with subcontractor price.
- Decrease our total cost by considering the cost of equipment shared between contractors, such as cranes and scaffolds.
- Eliminated specific expenses like temporary facilities by innovating executive solutions.
- Provided an accurate WBS to provide the project schedule, identified the Critical Path, including milestone dates, and Analyzed expenses of Twin's forces and compared them with subcontractor price.

Project Estimator, Project Manager

2015 – 2018

Mana Gostar Co., Tehran, Iran**Project: Farhang Garden Tower (High Rise) - 215000 ft² - CAD 56 M****Project Estimator, Project Manager**

2004 – 2015

Saze Homay Sabz., Tehran, Iran Projects: residential, commercial, and industrial**Education, Certification & Training**

- Professional Engineer of Ontario (P.Eng) PEO 2022
- Construction Estimator Certified (CEC) CIQS 2022
- Project Management Professional (PMP) PMI 2019
- IEEQB (Internationally Educated Engineers Qualification Bridging) Ryerson University 2019-2020
- Development Economics & Cost Planning (PQS requirements) George Brown, 2022
- Construction Documents and Contracts BCIT, 2021
- Microsoft Project (MSP) Master of Project Academy, 2021
- Master's degree in Executive Management Azad University, 2016-2018
- Bachelor of Science in Civil Engineer University of Mazandaran, 2002

Site Super

ALEX H.K. Park

Longwood Ave,
Richmond Hill, ON,

Tel: (647) 965-0559

Email: ALHONG77@gmail.com

Interviewed
reference
checked

Summary of Qualifications

- 10 years of Experience Site Superintendent in Mid/High-Rise, Stack townhome Construction projects
- Competent Supervisor, Traffic Control, Propane, Fire extinguishers, Working at Height trainings, WHMIS certified, and possess a valid class "G" Ontario driver's license
- Highly developed interpersonal skills, Strong problem solving, self-motivated and highly organized skills in fast-paced environments
- Excellent written and verbal communication skills
- Strong organization, record keeping, and team leadership skills
- Superior knowledge of Microsoft Office products (Excel, and Word), MS Project, and Auto CAD
- Experienced in Field surveys, and proposal reports

\$140K/year

available
in Jan 2024

Recent Projects

- **Life Condo** - 14 storey, 147 units
- **Lotus Condo** - 13 storey 243 units
- **Canvas Condo** - 8 storey 170 units Mixed residential condo
- **Winlock Townhome** - Stack town 30 units.
- **Richmond Hill Grace** - 9 block mixed townhomes, 96 units
- **Geary Factory Lofts** - 4 storey commercial building, 39 units

Site Super 8 years

with Mond, previous
C.M.

RELEVANT SKILLS AND EXPERIENCE

Field

- Experienced construction sites safety inspection, Shoring, Excavation, Foundation works, form works, Rebar and concrete inspections
- Coordinate and Schedule site monthly schedule with various contractors to meet project schedule
- Inspect the building safety and organize maintenance, cleaning, and signage
- High volumes traffic and residential area working experiences.
- Monitoring and updating project schedules to project manager ensuring look ahead schedules are followed

Technical

- Review Architectural, Structural, Mechanical, and all construction related drawings
- Coordinate schedule and conduct general weekly site meeting with various site trades
- Conduct Joint Health Safety Committee meeting with various trades
- Ensuring the Health and Safety project plan and MOL requirements are implemented and followed
- Quick learning and time managing in fast paced environments
- Experienced to support Environmental Assessments Reports
- Organizing, conducting weekly safety talk, and supervising various trades and union labors to perform weekly tasks

Office

- Daily report and daily master spread sheet to report project manager
- Monthly progress bill review for various trades
- work with project manager to meet project budget and schedule
- Coordinated RFI, Site Instruction, Shop drawings, Drawings reviews with various contractors and consultants

Work History

Construction site superintendent (Skygrid construction Inc)	2022-Current
Construction site superintendent (Mondconsult Ltd, Toronto, ON)	2014 - 2022
Assistant Field Survey Crew(AECOM Canada Ltd., Kingston, ON)	2009 - 2010
Various construction Field crew (Plumbing, Electrician, etc)	1996 - 2003

Education and Training

BScE, Civil Engineering (Infrastructural Option), Queen's University, Kingston, ON
Associate Degree of Industrial, Architectural Equipment, Cho Sun College, South Korea

References Available Upon Request

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Termination of service contracts

From: Fanseay Wang fanseayw@grandgracedevelopment.com 
Subject: FYI: Termination of service agreement with EDG COR Inc.
Date: December 20, 2023 at 9:28 PM
To: Frank Servello servello@corebuildco.com

FW

Begin forwarded message:

From: Fanseay Wang <fanseayw@grandgracedevelopment.com>
Subject: **Termination of service agreement with EDG COR Inc.**
Date: December 20, 2023 at 9:22:36 PM EST
To: ENZO DIGIOVANNI <edigiovanni@rogers.com>
Cc: Bill Friedman <wf@friedmans.ca>, Khaled Gheddai <KG@friedmans.ca>

Sent by Email

Dec. 20, 2023

Mr. Di Giovanni,

We are writing to officially notify you that the Consulting Agreement entered into between Grand Grace Development Capital Partners and EDG Cor Inc. on May 12, 2023, has been terminated with immediate effect in accordance with the provisions outlined in the agreement.



Fanseay Wang
President

Together we create communities!

Enzo Di Giovanni

EDG COR Inc.

90 Frank Johnston Road, Bolton, Ontario, 647.821.9771 – edigiovanni@rogers.ca

Construction Project Manager

Motivated and results-focused Construction Project Manager. Project Management 10 years. Pre - post construction from the ground up. 10 years of experience spearheading complex and successful projects, including development and review for **High Rise Residential**, Low Rise Residential, and limited exposure to **Commercial** projects and Custom homes,. Possess a combination of Project Management, Team leadership, and Information Technology skills. Demonstrated ability to deliver lucrative results while controlling budget and time constraints for projects in the \$500K to over \$300M range. Seek to benefit top construction enterprise by improving performance, return on investment, and quality through project implementation.

Areas of Expertise & Technical Skills

* Highrise Construction * Skilled Owner Representative*Lean Processes * Motivational Leadership * Program Management * Design Concepts & Drawings * Budgeting & Cost Reduction * Tarion*Procore*Plexxis ERP*Organizational Skills * Scope of Work - Planning * Documentation & Files * Contract Negotiation * MS Project *

Professional Experience

President Westbrook Interior Systems.

2012 – Present

- EXPO 1 & 2 Highrise Residential, 40 stories each
- Responsible for the coordination and installation of most of the interior finish requirements
- Co-Managed Trade and Coordination Meetings
- Investigated and implemented significant works for the purpose of value engineering

2018-2020 Consultant to Oakdale Drywall Systems Inc.

- Senior Estimator and responsible for acquiring well over 100M worth of work
- Project Manager for above mentioned projects including commercial and residential projects
- Value engineering
- Value Engineering/Source new products to keep Budget restrictions.
- Manage consultants/ Meetings, daily communication through Construction management Software

CONSULTING AGREEMENT

THIS AGREEMENT made on the the 12th day of May, 2023

BETWEEN: Grand Grace Development Capital Partners

(Collectively the “**We**” or “**us**” or “**Grand Grace**”)

AND: EDG COR Inc.

(Collectively the “**You**” or “**Consultant**” or “**Enzo**”)

WHEREAS We wish to procure and you wish to provide certain services described in the attached Statement of Work (“SOW”) in Schedule 1 (together with any services as may be agreed in writing between the Parties from time to time, collectively “Consulting Services”) subject to the terms of this Agreement.

AGREEMENT:

1. Consultant’s Obligations

1.1. Your Obligations You will, in accordance with this Agreement:

- (a) You will provide the Consulting Services with all due care and skill and to a high professional standard in accordance with the terms (including timescales) set out in the SOW; The Consultant will provide the Services through Enzo Di Giovanni.
- (b) ensure that all personnel employed or engaged to provide the Consulting Services on your behalf, are suitably qualified, experienced and skilled with the necessary accreditation and work permits/employment passes/visas (if applicable), to provide the Consulting Services; and
- (c) comply, and ensure that your employees or sub-contractors, employed or engaged to provide the Consulting Services comply, with:
 - (i) any policies or procedures of Grand Grace in respect of the premises or facilities of the Grand Grace as notified to you;
 - (ii) all reasonable directions of Grand Grace in respect of the Consulting Services;
 - (iii) all applicable laws and regulations and directions of any competent authority and all applicable professional standards and guidelines (including data protection, anti-trust/fair competition, anti-money laundering, anti-bribery, insider trading);

(iv) the Grand Grace Code of Conduct; and

- 1.2. **Changes** You will, on reasonable request by Grand Grace, provide a written quote for any work required to change any aspect of the services under this agreement. Such written quote shall be provided in a timely fashion so as to enable Grand Grace to meet our obligations regarding the Change Request, which you may not unreasonably refuse. All changes to this Agreement will be effective only when agreed in writing by both Parties.

2. **Fee Arrangement**

- 2.1. **Payment basis** You will provide the Consulting Services at the fixed fee of CAD\$25,000+HST per month.
- 2.2. **Expenses** Unless otherwise provided for in the SOW, you will be solely responsible for all costs and expenses incurred in the performance of your obligations under this Agreement, and Grand Grace shall be under no obligation to reimburse the amount of any such expenses to you.
- 2.3. **Taxes** Consultant agrees to be solely responsible for the payment of all taxes, contributions, or other payments or obligations at law related to the payments received by Consultant from Grand Grace for the Services performed and invoiced during the Term, including the remittance of any required taxes. Consultant has confirmed having appropriate registration number(s) for such remittances.
- 2.4. **Invoices and Payment** You will issue invoices on the bi-weekly basis, on 15th and 30th of each month. We will pay undisputed invoices within 15 days upon acceptance. All amounts will be denominated and paid in [Canadian dollar],

3. **Deliverables**

- 3.1. **Responsibility** You will provide us with the deliverables set out in the SOW. Grand Grace to be responsible for providing any computers, printers, software internet access and any other requirements commonly associated with maintaining a business of this nature.
- 3.2. **Acceptance** We will notify you in writing within [15] days following its receipt if any deliverable is not in accordance with this Agreement and SOW.
- 3.3. **Ownership** We will own the intellectual property rights in the deliverables and any materials created under this Agreement. You will ensure that you are entitled and will execute all instruments, and do all other things, reasonably required to give effect to this clause.

4. **Commencement and Termination**

- 4.1. **Term** This Agreement shall commence on the Effective Date and unless otherwise terminated in accordance with this Agreement, expire upon the satisfactory completion of the Consulting Services. Expiration of this Agreement shall not terminate any ongoing SOW, which shall continue to be governed by this Agreement.
- 4.2. **Termination by Grand Grace** We may terminate this Agreement, without any penalty to Grand Grace, by written notice to you: (a) at any time on [30] days' notice; (b) immediately if the

Main Contract is terminated for any reason whatsoever; (c) immediately, if circumstances arise, in the sole discretion of Grand Grace, that would make performance of this Agreement conflict with any applicable law, rule, auditors' independence or other professional regulations, standards or guidelines to which we conform; or (d) immediately if you breach your obligations in this Agreement.

4.3. **Termination by either Party** This Agreement will terminate immediately on the delivery of a written notice by one party (the "**Terminating Party**") to the other party (the "**Defaulting Party**") if:

- (a) the Defaulting Party materially breaches this Agreement and fails to remedy that breach within [30] days of receiving request from the Terminating Party to do so;
- (b) the Defaulting Party becomes subject to any form of insolvency administration; or
- (c) (if applicable) the Defaulting Party is adjudged independently to have become physically or mentally unable to fulfill its obligations under this Agreement.

4.4. **Survival** The provisions of this Agreement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both Parties.

5. **Confidentiality**

5.1. **Confidential Obligations** Both Parties agree to use each other's confidential information, only in relation to the services under this Agreement, and not to disclose it, except where required by applicable laws or regulations or by a professional body of which we are a member. We may give confidential information to other Grand Grace and its affiliates or any third party provided they are bound by confidentiality obligations. You agree that the Grand Grace and other Grand Grace firms' confidential information will be treated as if it was our confidential information for the purposes of this clause.

5.2. **Publicity** Neither Party may publicize their relationship or the content of this Agreement; nor use the other Party's name or designation in any promotional or like material, without the other Party's written consent. You also agree not to refer to the Grand Grace or use the Grand Grace's name, logo or designation in any promotional or like material.

5.3. **Return of Documents** On termination or expiry of this Agreement, each Party will deliver to the other, or at the other Party's election destroy, all copies of the other Party's confidential information in its possession or control (except that Grand Grace may retain your confidential information to the extent and for the period required to meet our obligations under the Main Contract and Grand Grace's internal document retention policy).

6. **Representations and Further Consultant Responsibilities**

6.1. **Warranties** You represent and warrant to Grand Grace that:

- (a) You have full power and authority to enter into and perform as/when required your obligations under this Agreement and each of the other documents referred to in this Agreement to which you are a party; and

- (b) You assume all risks of injury or loss to Consultant or agents, representatives, or sub-contractors of Consultant, as well as any damages, losses, liabilities, or costs of any kind, resulting from the performance of any Services under this Agreement.
- (c) You maintain sufficient insurance to cover any claim made by Grand Grace for any damages for breach of contract, or in tort.

6.2. **Intellectual Property Rights** The services or deliverables provided by you in connection with the Consulting Services will not infringe any third party's intellectual property rights. Where it is alleged that the intellectual property rights or other rights of a third party have been infringed as a result of your provision of the services or deliverables in connection with the Consulting Services, you will, at your own expense and with the written consent of Grand Grace, use your best endeavors to:

- (a) procure for the Grand Grace the right to continue use of any materials incorporating those intellectual property rights; or
- (b) replace or modify the material in a manner reasonably acceptable to Grand Grace and so that the infringement or alleged infringement ceases.

6.4 **Anti-Corruption** You, your employees and agents shall comply with the US Foreign Corruption Practices Act and all other applicable laws and regulations relating to anti-bribery and corrupt practices. You shall not directly or indirectly make or authorize an offer, payment, promise to pay, or transfer of anything of value to any person for the purpose of improperly obtaining an advantage or influencing any local government or any department, political party, party member or any relevant person or any act or decision of such a person, and shall not bribe or accept or extort a bribe or obtain anything of value in other illegal or inappropriate methods.

7. **Independence**

7.1. **Independent relationships** You are entering into this Agreement as an independent contractor. No agency, partnership, joint venture, employment or formal business organization of any kind is created by this Agreement and neither Party shall have the authority to bind the other. In addition, you represent that you are not aware of any potential conflicts of interest or other independence issues that may result from the provision of the Consulting Services.

8. **Indemnity and Liability Limitation**

8.1. **Liability Cap** Subject to Clause [8.2], Consultant's total liability for all claims in connection of this Agreement shall be limited to all the service fee paid to Consultant in accordance with the contract, Grand Grace's total liability for all claims in connection with this Agreement shall be limited to the unpaid service fee for the service provided by Consultant in accordance with the contract.

8.2. **Indemnity You agree to reimburse us for any liability (including legal costs) that we incur in connection with:**

- (a) any fraud, willful misconduct, negligent or unauthorized act, by you in performing the Consulting Services;

- (b) a breach by you of the confidentiality obligations in Clause [5] or other applicable laws and regulations in Clause 1.1 (c) (iii);
- (c) an allegation from a third party that the services or deliverables provided by you in connection with the Consulting Services infringe the third party's intellectual property rights; or
- (d) any claims by the Grand Grace under any Main Contract relating to the Consulting Services.

8.3. **Specific types of loss** To the extent permitted by law, either Party will not be liable to the other Party for any indirect, incidental or consequential loss, damages or expenses (including loss of profits or revenue, business interruption, loss of data, or failure to realize anticipated savings or benefits) arising in any way in relation to the provision of the Consulting Services.

9. **General Provisions**

- 9.1. **Entire Agreement** This Agreement, including its schedules and attachments, constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter; and may only be altered in writing signed by both parties.
- 9.2. **Conflicts** If anything in this Agreement is inconsistent with the SOW, the SOW shall take precedence.
- 9.3. **Exclusivity** Whilst Grand Grace accepts that you may provide services to other parties during the term of this Agreement, you agree that you shall avoid putting yourself in a position where your other assignments conflict with the provision of the Consulting Services and your obligations to Grand Grace under this Agreement.
- 9.4. **Assignment** You may not assign or transfer or sub-contract in whole or in part any of your rights or obligations under this Agreement without our prior written consent. We shall be entitled to assign the benefit of the Consulting Services to any other Grand Grace firms from time to time.

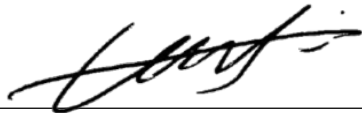
10. **Law and Jurisdiction**

This Agreement shall be governed by the laws of Ontario, Canada without reference to conflict of laws principles, and both parties' consent to the venue and jurisdiction of its courts.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

GRAND GRACE DEVELOPMENT



Name: Fanseay Wang

Title: President

Address: 1001 – 980 Yonge Street, Toronto, ON
M4W 3V8

Date: May 12th, 2023

I have authority to bind the corporation.

EDG COR Inc.



Name: Enzo Di Giovanni

Title: Director

Address:

Date: May 12th, 2023

I have the authority to bind the corporation.

Schedule 1: Statement of Work (“SOW”)

Job Title: Director, Construction

Not necessarily be limited to the Duties and Responsibilities indicated below:

1. Be involved and proactive at the early development and validation stage of the Grand Grace Projects, including design cost-saving review, site early preparation and mobilization plan, layout sequence optimization, all in close cooperation with the project key partners
2. Plan and implement a construction program, including defining the project schedule, activities, milestones, and manpower requirements.
3. Collaborate with planner, engineers, architects and other consultants to ensure proper and in-time pre-construction submission to city to ensure pre-construction milestones are achieved
4. Communicate with city to address their enquiries regarding construction and reply in time all city comments; Register with HRCA and Tarion on time
5. Provides direction and input to the project schedule and budget and understanding the interfaces to Construction from Engineering and Procurement.
6. Red-line all Architectural, Mechanical, Electrical, Structural drawings prior to tender and permit process
7. Prepare proper tending take-offs for trading sourcing and summarize quote comparison sheet with at least three quote per item and recommendation to owner
8. Negotiate contracts with external vendors to reach profitable agreements, Ensure Grand Grace projects are staffed with competent and qualified trades (including trades leadership) resources to meet Project execution needs
9. Develop SOW, SOV and schedule for each trade contract
10. Assisting owner to set up financing, marketing, and sales
11. Collaborate with engineers, architects etc. to determine the specifications the project and lead an on-site team of engineers, supervisors and technical support personnel in completing assigned scope.
12. Liaise with Consultants and promptly respond to municipality on any of their requests for information, prior to Permit being issued. Obtain permits and licenses from appropriate authorities
13. Analyze and interpret blueprints, component layout, drawing interpretation and foresight to communicate potential issues and questions, identify any discrepancies in drawings and work with the appropriate parties to resolve them before construction begins
14. Determine needed resources (manpower, equipment and materials) from start to finish with attention to budgetary and schedule limitations
15. Plan all construction operations and schedule intermediate phases to ensure deadlines will be met
16. Admin stuff like meeting takeaways follow-up, coordination with project team, arrange meetings, application preparation, etc.

17. Maximize site productivity by managing and coordinating the work performance, quality and efficiency of labors and Consultants; Keep the cleanness of site and no waste
18. Ensure adherence to building code, all health and safety standards and report issues
19. Apply best practices in order to adhere to the project schedule as best as possible and evaluate progress and prepare detailed reports on a biweekly/ monthly basis with assessment of any threats to timeline or budget
20. Monitor the trade SOW implementation, and ensure the project is executed within the scope and budget, keep the change order at the minimum level; Manage and Notices of Change, or Change Orders in a timely and professional fashion
21. Review monthly bills from trade and ensure they are issued aligned with actual construction progress; Assist Finance with outstanding PO issues that are project based.
22. Review, alter and sign off on variance analysis as requested by Finance at the end of every project.
23. Track the project schedule and coordinate between various parties, including Tarion, construction team, sales and marketing team, consultants and municipally authority, et.
24. Project close-out: Ensure sites are prepared for final inspections, deficiencies addressed, warranty work. Arrange occupancy on each units and site demobilization
25. Keep noticing the schedule status according to Tarion and APS's request, Complete with all necessary Tarion documents
26. Registration of sold units on time according to the APS

Key Deliverables:

1. Project Budget
2. Project Schedule
3. Tending takes-offs, comparison of tending offers with recommendation
4. Trade Contract
5. Review of consultant drawings and recommendation on discrepancies
6. Key take-aways for meeting with consultants
7. Site Scheduling
8. Monthly Project Report with Project Schedule Tracking
9. Monthly Bill Review & Approval
10. Change Order initiative and approval
11. Closing Check list

From: Fansey Wang fanseyw@grandgracedevelopment.com 
Subject: Re: Mary Langdon
Date: December 21, 2023 at 2:03 PM
To: Mary Langdon mary@grandgracedevelopment.com
Cc: James james@grandgracedevelopment.com, Mary Langdon mamelangdon@gmail.com

FW

Hi Mary,

Yes, it is all God's plan to end this pain.
The receiver should pay your invoice which is already in the drawbox.

Have a good holiday season.
Fansey Wang
President
Grand Grace Development

On Dec 21, 2023, at 13:19, Mary Langdon <mary@grandgracedevelopment.com> wrote:

Fansey,

It was my pleasure to work with you, Jessica and James and I appreciate your decision to terminate our relationship. However, you have been struggling to complete this project for more than 4 years. Surely, if you are honest with yourself, you can understand that Enzo's six months position with you could not be the reason for the unfortunate events that have unfolded.

Thank you,
Mary Langdon

<image001.png>

From: Fansey Wang <fanseyw@grandgracedevelopment.com>
Sent: Thursday, December 21, 2023 10:02 AM
To: Mary Langdon <mary@grandgracedevelopment.com>
Cc: James <james@grandgracedevelopment.com>
Subject: Re: Mary Langdon

Hi Mary,

My apologies that it took me a while to reply to your email as I have been busy dealing with the receivership application sent by our lender, which is sensitive as it involves Enzo.

We can see that Enzo, by providing one-sided incorrect or misleading information, prompted our Lender to unreasonably and unjustly send our project on a rush basis to receivership on Dec 5th, the scheduled draw date to pay our trades. Since then, Enzo continued to send our Lender or their consultants directly or indirectly without our authorization information that directly impacts the integrity of our project.

To protect our project from further damage and uphold our business and personal/family reputation, we have decided to terminate our contract immediately with Enzo effective Dec 20. Though we trust in your professionalism and integrity, however, since you are his sister, we consider it no longer appropriate to have you working in the accounting capacity for our project due to potential conflict of interest. We appreciate all the help you have given us in the past months and wish you all the best. We will notify related parties today about your no longer working for our company. Going forward, please communicate us from your personal email address.

We are also thankful that you have taken many phone calls from our trades since our Lender did not honor their Dec 5 draw payments. Since we have been working around the clock and succeeded in obtaining additional funding to continue with our project. However, it takes time for the funds to be disbursed which is further prolonged by the holidays. We are trying our best to get the funds advanced and will make payment to your invoice as soon as possible.

Please feel free to contact me directly if you have any questions or would like to discuss in more detail.

P.s.

Should the Lender had given us sufficient time to let us know that they could no longer provide financing instead of only 1 business day, we could have secured additional financing to fund our project and to pay our trades in time. With our around-the-clock utmost efforts, we were able to obtain additional financing within a short period of time.

Fanseay Wang
President
Grand Grace Development

On Dec 18, 2023, at 08:21, Mary Langdon
<mary@grandgracedevelopment.com> wrote:

Hi Fanseay,

CAMERON STEPHENS MORTGAGE CAPITAL LTD. v.

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED *et al.*

Court File No.: CV-23-00710795-00CL

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

Proceedings commenced at Toronto

**AFFIDAVIT OF FENGXI (FANSEAY) WANG
(Sworn March 2, 2023)**

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Lawyers for the Respondent, Fengxi (Fanseay) Wang