

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

BETWEEN

**BRIDGING FINANCE INC., as agent for  
2665405 ONTARIO INC.**

Applicant

-and-

**1033803 ONTARIO INC. and 1087507 ONTARIO LIMITED**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 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**

**MOTION RECORD  
(Returnable November 4, 2022)**

September 8, 2022

**Torys LLP**

79 Wellington St. W., 30th Floor  
Box 270, TD South Tower  
Toronto, ON M5K 1N2

Scott A. Bomhof (LSO #: 37006F)

Tel: 416.865.7370

[sbomhof@torys.com](mailto:sbomhof@torys.com)

Jeremy Opolsky (LSO #: 60813N)

Tel: 416.865.8117

[jopolsky@torys.com](mailto:jopolsky@torys.com)

R. Craig Gilchrist (LSO #: 77315B)

Tel: 416.865.7629

[cgilchrist@torys.com](mailto:cgilchrist@torys.com)

Lawyers for KSV Kofman Inc.,  
in its capacity as Court-appointed Receiver for  
1033803 Ontario Inc. and 1087507 Ontario  
Limited

TO: MILLER THOMSON LLP  
Vaughan Metropolitan Centre  
100 New Park Place, Suite 700  
Vaughan, ON L4K 0H9

Michael Farace (LSO #: 29852S)  
Tel: 905.532.6618  
[mfarace@millerthomson.com](mailto:mfarace@millerthomson.com)

Lawyers for MOD Developments

TO: The Service List



# **TABLE OF CONTENTS**

## TABLE OF CONTENTS

<b>Tab</b>		<b>Page No.</b>
1	Notice of Motion.....	1
2	The Tenth Report of KSV Restructuring Inc. as Receiver and Manager of 1033803 Ontario Inc. and 1087507 Ontario Limited and Certain Other Property, August 15, 2022.....	14
3	Affidavit of Steven Aquino, sworn August 11, 2022 .....	863



TAB1

Court File No. CV-18-608978-00CL

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

BETWEEN

**BRIDGING FINANCE INC., as agent for  
2665405 ONTARIO INC.**

Applicant

-and-

**1033803 ONTARIO INC. and 1087507 ONTARIO LIMITED**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 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**

**NOTICE OF MOTION**

KSV Restructuring Inc. in its capacity as Court-appointed Receiver and Manager for 1033803 Ontario Inc. and 1087507 Ontario Limited will make a motion to a judge of the Commercial List on Friday, November 4, 2022 at 10:00 a.m., or as soon after that time as the motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard

[X] In person at the following location: 330 University Ave., Toronto, ON, M5G 1R7

**THE MOTION IS FOR**

1. Pursuant to s. 28 of the Order of Justice Hainey, dated November 19, 2018 (the “**Receivership Order**”) which appointed KSV Kofman Inc. (“**KSV**”) as the Receiver and Manager (the “**Receiver**”) of 1033803 Ontario Inc. (“**1033803**”) and 1087507 Ontario Limited.

The Receiver moves for advice and directions on the following questions:

- (a) Is 1428508 Ontario Limited (“**1428508**”) the proper party to the CCDC 17 – 2010 contract dated December 19, 2014 (the “**Massey Tower Project Agreement**”) between Forma-Con Construction (a division of 1428502 Ontario Limited) (“**1428502**”) and MOD Developments (197 Yonge) Limited Partnership (“**MOD**”), rather than 1428502
  - (b) Is the Massey Holdback (as defined below) “Property” within the meaning of the Receivership Order?
  - (c) Was the Massey Tower Project Agreement, assigned at law or equity from 1428508 to 1033803?
  - (d) Is MOD estopped from asserting or claiming that the current counterparty to the Massey Tower Project Agreement is 1428502 or 1428508?
  - (e) In the alternative, is the Massey Tower Project Agreement held in trust for 1033803 and is 1033803 entitled to all the benefits thereof?
  - (f) Is the Receiver entitled to continue to pursue claims against MOD in the Lien Action and the Delay Action, and defend any counterclaims brought by MOD in such actions?
2. Assuming the above questions are answered affirmatively, the Receiver seeks an order:
- (a) rectifying the Massey Tower Project Agreement by changing the name of the Forma-Con entity which is party to the contract to “Forma-Con Construction (a division of 1428508 Ontario Limited)”;
  - (b) declaring that the Massey Holdback is “Property” (as such term is defined in the Receivership Order) of the receivership;

- (c) declaring that the Massey Tower Project Agreement was assigned at law or equity from 1428508 to 1033803;
- (d) declaring that MOD is estopped from asserting or claiming that the current counterparty to the Massey Tower Project Agreement is either 1428502 or 1428508;
- (e) in the alternative, declaring that the Massey Tower Project Agreement is held in trust for 1033803 and 1033803 is entitled to all benefits thereof;
- (f) declaring that the Receiver is entitled to continue to pursue claims against MOD in the Massey Tower Lien Action and the Delay Action (as defined below) and defend any counterclaims brought by MOD in such actions;
- (g) awarding the Receiver its costs of this motion, including the costs of its counsel; and
- (h) such further and other Relief as to this Honourable Court may deem just.

## **THE GROUNDS FOR THE MOTION ARE**

### **Question at issue**

1. KSV Restructuring Inc. (“**KSV**”) brings this motion in its capacity as the Receiver and Manager (the “**Receiver**”) of 1033803 Ontario Inc. (“**1033803**”) and 1087507 Ontario Limited.
2. There is a dispute between the Receiver and MOD regarding a lien the Receiver registered in respect of the Massey Tower project. The Receiver has commenced an action with respect to the lien (the “**Lien Action**”). MOD has challenged the Receiver’s authority to pursue the Lien Action and moved to have the Lien Action dismissed. In

response, the Receiver advised that it intended to bring a motion for directions in respect of the Receiver's authority.

3. The matter was then transferred to the Commercial List. On March 28, 2022, Justice Cavanagh issued an endorsement directing that the Receiver's motion for directions was to be heard on October 7, 2022.

### **Background**

4. On November 19, 2018, the Ontario Superior Court of Justice, Commercial List granted an order appointing KSV as Receiver over, among other things: all the assets, undertakings, and property of 1033803 acquired for or used in relation to a business carried on by 1033803 (the "**Receivership Order**").
5. 1033803 was incorporated in 1993. Beginning in 2016, it operated a concrete forming business known as Forma-Con Construction ("**Forma-Con**") and provided services to construction projects across the Greater Toronto Area and surrounding areas. The shares of 1033803 are privately held by members of the Aquino family. 1033803 is related to Bondfield Construction Company Limited ("**BCCL**"), which was a significant general contractor in Southwestern Ontario. BCCL and 1033803 were both members of the Bondfield Group of Companies (the "**Group**").
6. Another company in the Group was 1428508 Ontario Limited ("**1428508**"). 1428508 was incorporated on July 6, 2000. At the time 1428508 was incorporated, its sole shareholder was Steven Aquino. By way of resolution passed on December 20, 2014, the shares of 1428508 were retroactively transferred to 1033803. The sole director and officer of 1428508 was Michael Solano. Prior to its dissolution, 1428508 carried on business under the tradename of Forma-Con Construction.

### **The execution of the Massey Tower Project Agreement**

7. This motion concerns the Massey Tower Project. This project involved Forma-Con providing concrete pouring and forming work for the Massey Tower, a condominium located at 197 Yonge Street, Toronto.
8. On December 19, 2014 (the “**Contract Date**”), the Massey Tower Project Agreement was executed between MOD Developments (197 Yonge) Limited Partnership (“**MOD**”) and “Forma-Con Construction (a division of 1428502 Ontario Limited)” [emphasis added] (“**1428502**”). This was an error; the proper party was 1428508.
9. 1428502 was never a part of the Group. 1428502 carried on a business known as Second Floor Ltd. (“**Second Floor**”), which was incorporated on July 6, 2000. Second Floor ceased to carry on business and the corporation was cancelled on February 19, 2007, over seven years before the Massey Tower Project Agreement was executed. The registered address for Second Floor was 3730 Kingston Road, Toronto, Ontario and the registered administrator was Nora Cleary. This address is not related to any of the entities in the Group and Nora Cleary was never an employee or director of an entity in the Group.
10. Under the Massey Tower Project Agreement, Tucker HiRise Construction Inc. (“**Tucker**”) was appointed as the Construction Manager for the project. At all material times, Tucker was Forma-Con’s primary contact for all work and enquiries related to the Massey Project. Under the terms of the Massey Tower Project Agreement, all communications between Forma-Con and MOD were to be forwarded through Tucker.

### **2014 – 2016: 1428508 provides services under the Massey Tower Project Agreement**

11. From the Contract Date until December 31, 2016, all work performed by Forma-Con under the Massey Tower Project Agreement was conducted by 1428508. In total,



progress billings in the amount of \$8,745,000 were submitted to MOD by 1428508 during this timeframe.

12. MOD paid all of these billings in full (less the required holdback). No billings were ever submitted by 1428502.
13. All progress billings delivered to MOD included a WSIB Clearance Certificate confirming that Forma-Con was in compliance with its WSIB obligations. The delivery of such certificates to MOD was a condition precedent to MOD's obligation to pay a progress billing under the Massey Tower Project Agreement. Each of the WSIB Certificates delivered between the Contract Date and December 31, 2016 clearly identify the parties to the Massey Tower Project Agreement as: "1428508 Ontario Limited / Forma-Con Construction" and MOD.
14. Under the Massey Tower Project Agreement, Forma-Con was required to obtain, maintain and pay for "wrap-up" general liability insurance in the name of, among others, the MOD and Forma-Con. The insurance certificate provided to MOD dated October 30, 2015, to satisfy this condition indicates that the insurance was issued in favour of "Forma-Con Construction, a Division of 1428508 Ontario Limited."
15. At no point did MOD suggest that the Massey Tower Project Agreement was invalid or object to 1428508 providing services under the Agreement. 1428508 relied upon MOD's conduct to provide services under the Massey Tower Project Agreement. Had MOD objected or refused to make payments to 1428508 in accordance with the terms of the Massey Tower Project Agreement, 1428508 would not have continued to provide services under the Agreement.

### **The Dissolution of 1428508 and Assignment to 1033803**

16. On December 31, 2014, a resolution approving the dissolution of 1428508 was passed (the “**Dissolution Resolution**”). The Dissolution Resolution provided among other things that the property of 1428508 shall be distributed to 1033803.
17. 1428508, as transferor, and 1033803, as transferee, entered into a Dissolution Agreement dated December 31, 2014 (the “**Dissolution Agreement**”). The Dissolution Agreement provided, among other things, that:
  - (a) 1428508 granted, assigned, transferred, conveyed and set over to 1033803 all right, title and interest of 1428508 in and to all of 1428508’s property, assets, and business; and
  - (b) the Dissolution Agreement shall not constitute an assignment or attempted assignment of any contract to which 1428508 is a party which is not assignable without the consent or approval of any third party and such consent or approval has not been obtained and that such contracts shall be held in trust for 1033803 and performed by 1033803 in the name of 1428508, and all benefits derived thereunder shall be for the account of 1033803.
18. The Articles of Dissolution for 1428508 were issued and effective June 21, 2016 (the “**Articles of Dissolution**”). The Articles of Dissolution confirm that all of 1428508’s assets were distributed to 1033803 pursuant to section 238(4) of the *Business Corporations Act* (Ontario).

### **2017: 1033803 assumes responsibility for the Massey Tower Project Agreement**

19. From January 1, 2017 until the until completion of the Massey Tower Project Agreement, 1033803 fulfilled all requirements of Forma-Con under the Massey Tower Project

Agreement. progress billings were issued by 1033803 and MOD paid 1033803 for such work (less the required holdback). The aggregate amount of these progress billings was \$11,729,116.

20. As of March 2017, each of the 1033803 progress billings included a WSIB clearance certificate which clearly identifies the parties to the Massey Tower Project Agreement as: “1033803 Ontario Inc. / Forma-Con Construction” and MOD.

**Tucker is notified of the assignment**

21. Tucker, in its capacity as Construction Manager under the Massey Tower Project, was advised of the assignment of the Massey Tower Project Agreement and the assumption of 1428508’s obligations by 1033803 thereunder.
22. Tucker took steps which acknowledged the assignment, including in April 2017 provided a revised certificate of insurance naming “Forma-Con Construction a Division of 1033803 Ontario Ltd.” as an additional insured.

**The Massey Tower Project Agreement was validly assigned**

23. The Massey Hall Project Agreement was validly assigned from 1428508 to 1033803 and no consent was required for this assignment.
24. In the alternative, if consent was required, MOD had notice of the assignment, did not object, and, through its actions and conduct, consented to or otherwise accepted the assignment of the Massey Tower Project Agreement. 1033803 relied upon MOD’s conduct to continue to provide services under the Massey Tower Project Agreement. If MOD had objected or refused to honour the Massey Tower Project Agreement, 1033803 would not have continued to provide services under the Agreement.

25. In any event, pursuant to the Dissolution Agreement, any rights under the Massey Hall Project Agreement which were not assigned to 1033803 are held in trust for 1033803 and can be performed by 1033803 in the name of 1428508, and all benefits derived thereunder shall be for the account of 1033803.

#### **The Receiver's activities in relation to the Massey Tower Project Agreement**

26. Following its appointment in November 2018, the Receiver determined that there was potential value for the creditors of Forma-Con if the Massey Tower Project was completed. Among other things, the Receiver determined that its ability to collect the funds that MOD had held back under the Massey Tower Project Agreement in the amount of \$2,038,704.26 (the "**Massey Holdback**") could be impaired if the Massey Tower project was not completed.
27. The Receiver determined that its ability to collect the Massey Holdback could be impaired if the Massey Tower Project was not completed. The Receiver entered into negotiations with MOD to settle the terms of a close-out agreement for the Massey Tower Project in December of 2018.
28. It was only in this context, in December 2018, that MOD raised, for the first time, any concern with the Receiver's authority to deal with the Massey Tower Project Agreement because the Receiver did not have any authority with respect to 1428502.
29. On December 27, 2018, the Receiver and MOD entered into an agreement to set out the terms pursuant to which the Receiver, on behalf of 1033803, agreed to complete the work on the Massey Tower Project (the "**Close-Out Agreement**"). The Close-Out Agreement provides that any dispute with respect to or arising from the agreement shall be heard by the Ontario Superior Court of Justice (Commercial List).

30. The Receiver entered into the Close-Out Agreement in order to preserve 1033803's claim to the Massey Holdback and the Receiver would not have undertaken the work required to fulfill its obligations under the Close-out Agreement without an express understanding that the Massey Holdback was an asset of 1033803. The Receiver performed the work and MOD benefited from the completion of the work.
31. The Receiver, on behalf of 1033803, performed all of the remaining work required under the Close-out Agreement and sent billings in the amount of \$420,392.43 to MOD with respect to such work. MOD paid these invoices in full.
32. Following completion of the project, the Receiver requested payment of the Massey Holdback. MOD refused.
33. MOD has received all the benefits of Forma-Con's performance of its obligations under the Massey Tower Project Agreement, whether performed by 1428508, 1033803 or the Receiver in its capacity as receiver of 1033803.

**Receiver's Motion for Directions**

34. On March 10, 2022, MOD delivered materials for a motion to dismiss the Lien Action, (the "**Dismissal Motion**"). The Dismissal Motion was brought under the context of the Lien Action. It sought relief before Associate Judge to determine the scope and extent of the Receiver's authority under the Receivership Order and the meaning of the word "Property" in the Receivership Order.
35. Subsequently, the matter was transferred to the Commercial List and a case conference was held before Justice Cavanagh on March 28, 2022. At this case conference, Justice

Cavanagh scheduled a motion on the scope of the Receiver's authority and jurisdiction for a hearing on October 7, 2022.

36. On the consent of the parties, at a case conference held before Justice Osborne on September 1, 2022 the motion on the scope of the Receiver's authority and jurisdiction was adjourned to November 4, 2022.
37. Such further and other grounds as the lawyers may advise.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- (a) The Tenth Report of the Receiver;
- (b) The Affidavit of Steven Aquino, sworn August 11, 2022; and
- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

September 8, 2022

**Torys LLP**

79 Wellington St. W., 30th Floor  
Box 270, TD South Tower  
Toronto, ON M5K 1N2

Scott A. Bomhof (LSO #: 37006F)

Tel: 416.865.7370

[sbomhof@torys.com](mailto:sbomhof@torys.com)

Jeremy Opolsky (LSO #: 60813N)

Tel: 416.865.8117

[jopolsky@torys.com](mailto:jopolsky@torys.com)

R. Craig Gilchrist (LSO #: 77315B)

Tel: 416.865.7629

[cgilchrist@torys.com](mailto:cgilchrist@torys.com)

Lawyers for KSV Kofman Inc.,  
in its capacity as Court-appointed Receiver for  
1033803 Ontario Inc. and 1087507 Ontario  
Limited

TO: MILLER THOMSON LLP  
Vaughan Metropolitan Centre  
100 New Park Place, Suite 700  
Vaughan, ON L4K 0H9

Michael Farace (LSO #: 29852S)

Tel: 905.532.6618

[mfarace@millertomson.com](mailto:mfarace@millertomson.com)

Lawyers for MOD Developments

TO: The Service List

BRIDGING FINANCE INC., as agent for  
2665405 ONTARIO INC.  
Applicant

and 1033803 ONTARIO INC. and 1087507  
ONTARIO LIMITED  
Respondent

CV-18-00608978-00CL

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

Proceedings commenced in Toronto

IN THE MATTER OF AN APPLICATION UNDER SECTION 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

**NOTICE OF MOTION**

**Torys LLP**

79 Wellington St. W., 30th Floor  
Box 270, TD South Tower  
Toronto, ON M5K 1N2

Scott A. Bomhof (LSO #: 37006F)  
Tel: 416.865.7370  
[sbomhof@torys.com](mailto:sbomhof@torys.com)

Jeremy Opolsky (LSO #: 60813N)  
Tel: 416.865.8117  
[jopolsky@torys.com](mailto:jopolsky@torys.com)

R. Craig Gilchrist (LSO #: 77315B)  
Tel: 416.865.7629  
[cgilchrist@torys.com](mailto:cgilchrist@torys.com)

Lawyers for KSV Kofman Inc.,  
in its capacity as Court-appointed Receiver for  
1033803 Ontario Inc. and 1087507 Ontario Limited





TAB2



**Tenth Report of  
KSV Restructuring Inc.  
as Receiver and Manager of  
1033803 Ontario Inc. and  
1087507 Ontario Limited and  
Certain Related Other Property**

**August 15, 2022**

<b>Contents</b>		<b>Page</b>
1.0	Introduction .....	1
1.1	Purpose of this Report .....	2
1.2	Restrictions .....	3
2.0	Background .....	4
2.1	Documents Reviewed by the Receiver in Preparation of this Report.....	7
2.2	Parties to the Massey Tower Project Agreement.....	7
2.3	The Dissolution of 1428508 and Assignment to 1033803.....	9
2.4	The Massey Project and MOD Developments Inc. ....	11
2.5	Receiver's Activities in Relation to the Massey Tower Project Agreement .....	16
2.6	Receiver's Recommendations.....	20

## Appendices

<b>Appendix</b>	<b>Tab</b>
Receivership Order .....	A
Massey Tower Project Agreement .....	B
1428508's Articles of Incorporation .....	C
By-Laws of 1428508 .....	D
Annual Resolution of 1428508 .....	E
Resolution approving the retroactive transfer of the common shares of 1428508 from Steven Aquino to 1033803 .....	F
Shareholder Ledger for 1428508 .....	G
Shareholder Register for 1428508 .....	H
Tradenames certificate for the period from April 14, 2011 to April 13, 2016 .....	I
Tradenames certificate for the period from July 6, 2016 to July 5, 2020 .....	J
Province of Ontario Ministry of Government Services for Second Floor Ltd. ....	K
1428508 Clearance Certificates .....	L
1428508 Insurance Certificate .....	M
Shareholders Agreement .....	N
Dissolution Resolution.....	O
Dissolution Agreement.....	P
Dissolution Certificate .....	Q
Articles of Dissolution.....	R
Progress billings issued by 1428508 .....	S
Progress billings issued by 1033803 .....	T
Progress billings dated December 15 and 21, 2018 .....	U
1033803 Insurance Certificate .....	V
October 26, 2015 email chain .....	W
October 29, 2015 email from Tucker to Forma-Con .....	X

November 24, 2015 email from Tucker .....	Y
October 7, 2016 email from Tucker to Forma-Con .....	Z
April Tucker Email.....	AA
email between Mr. Rogers and Mr. Francinelli .....	BB
MOD 1033803 Insurance Certificate .....	CC
Roger's email dated June 26, 2017.....	DD
March 2018 Jagarnauth Email .....	EE
May 23, 2018 email.....	FF
Second Report.....	GG
Order of the Honourable Justice Dunphy dated December 13, 2018.....	HH
Order of the Honourable Justice Dunphy dated December 13, 2018.....	II
Close-Out Agreement .....	JJ
Emails dated May 12, 2019, January 7, 2019 and January 9, 2029 between counsel to the Receiver and counsel for MOD .....	KK
Massey Tower Lien Action Statement of Claim .....	LL
Farace Lien Affidavit .....	MM
Lien Vacating Order .....	NN
Amended Lien Statement of Defence and Counterclaim .....	OO
Wiebe Endorsement .....	PP
Email from Len Finegold to Michael Farace .....	QQ
Dismissal Motion.....	RR
Endorsement of Justice Wilton-Siegel.....	SS
Endorsement of Justice Cavanagh.....	TT
Statement of Claim in the Delay Action .....	UU
MOD Delay Action Defence/Counterclaim.....	VV



COURT FILE NO: CV-18-608978-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BRIDGING FINANCE INC. AS AGENT FOR  
2665405 ONTARIO INC.

APPLICANT

- AND -

1033803 ONTARIO INC. AND 1087507 ONTARIO LIMITED

RESPONDENTS

IN THE MATTER OF AN APPLICATION UNDER SECTION 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

TENTH REPORT OF  
KSV RESTRUCTURING INC.  
AS RECEIVER AND MANAGER

AUGUST 15, 2022

## 1.0 Introduction

1. On November 19, 2018, Bridging Finance Inc., as agent (the “Agent”) for 2665405 Ontario Inc. (the “Lender”), made an application to the Ontario Superior Court of Justice (Commercial List) (the “Court”) for the appointment of KSV Kofman Inc.<sup>1</sup> (“KSV”) as receiver and manager of:
  - a. all the assets, undertaking and property of 1033803 Ontario Inc. (“1033803”), operating as Forma-Con Construction and Forma Finishing, including the real property municipally known as 3420 Queen Street East, Brampton and 407 Basaltic Road, Concord;
  - b. all the assets, undertaking and property of 1087507 Ontario Limited (“1087507”) (and together with 1033803, the “FC Debtors”), including the real property municipally known as 4431 Stouffville Road, Stouffville;

---

<sup>1</sup> Effective August 31, 2020, KSV Kofman Inc. changed its name to KSV Restructuring Inc.

- c. certain assets (the “Forma-Con Related Assets”) of Bondfield Construction Company Limited (“BCCL”) and Bondfield Construction Equipment Ltd. (together with BCCL, 1033803, 1087507 and several other related entities, the “Group”); and
  - d. the real property municipally known as 131 Saramia Crescent, Vaughan owned by Ralph Aquino, a limited guarantor of the indebtedness of the Group to the Lender.
2. The Court granted the relief requested by the Agent on the return of the receivership application and KSV was appointed receiver (the “Receiver”). A copy of the order appointing the Receiver is attached as Appendix “A” (the “Receivership Order”).
  3. Pursuant to an order of the Court issued on December 2, 2019 (the “Bankruptcy Order”), the Receiver was granted authority to file assignments in bankruptcy on behalf of the FC Debtors. On December 19, 2019, the Receiver filed the assignments and KSV was appointed as licensed insolvency trustee of each of the FC Debtors. KSV’s appointments were affirmed at creditors’ meetings convened on January 8, 2020.

### 1.1 Purpose of this Report

1. The Receiver has prepared this report (the “Report”) in response to the proposed Dismissal Motion (the “Dismissal Motion”) to be brought by MOD Developments (197 Yonge) Limited Partnership (“MOD”) in lien litigation commenced by the Receiver against MOD in Court File number CV-19-00616137-0000 (the “Massey Tower Lien Action”). MOD takes the position that:
  - a. the Receiver had no jurisdiction to bring the Massey Tower Lien Action because it is not receiver of either 1428502 Ontario Limited (“1428502”) or 1428508 Ontario Limited (“1428508”);
  - b. there is no privity of contract between MOD and the Receiver (or any of the entities subject to the Receivership Order); and
  - c. the Receiver is not entitled to claim a lien or sue on the Massey Tower Project Agreement (as defined below) since it is not a party to such contract.
2. Pursuant to paragraph 28 of the Receivership Order, the Receiver is seeking advice and directions from the Court on the following questions (the “Receiver’s Questions”):
  - a. Is 1428508 the proper party to the CCDC 17 – 2010 contract dated December 19, 2014 (the “Massey Tower Project Agreement”) rather than 1428502?
  - b. Is the Massey Holdback (as defined below) “Property” of 1033803 within the meaning of the Receivership Order?
  - c. Was the Massey Tower Project Agreement, assigned at law or equity from 1428508 to 1033803?
  - d. Is MOD estopped from asserting or claiming that the current counterparty to the Massey Tower Project Agreement is 1428502 or 1428508?

- e. In the alternative, is the Massey Tower Project Agreement held in trust for 1033803 and is 1033803 entitled to all the benefits thereof?
  - f. Is the Receiver entitled to continue to pursue claims against MOD in the Lien Action and the Delay Action, and defend any counterclaims brought by MOD in such actions?
3. Assuming the above questions are answered affirmatively, the Receiver is seeking an Order:
- a. rectifying the CCDC 17 – 2010 contract dated December 19, 2014 between Forma-Con Construction (a division of 1428502 Ontario Limited) and MOD by changing the name of the Forma-Con entity which is party to the contract to Forma-Con Construction (a division of 1428508 Ontario Limited);
  - b. declaring that the Massey Holdback (as defined below) is Property (as such term is defined in the Receivership Order) of 1033803;
  - c. declaring that the Massey Tower Project Agreement was assigned at law or equity from 1428508 to 1033803;
  - d. in the alternative to (c), if the Massey Tower Project Agreement has not been assigned to 1033803, that the Massey Tower Project Agreement is held in trust for 1033803;
  - e. declaring that MOD is estopped from asserting or claiming that the current counterparty to the Massey Tower Project Agreement is either 1428502 or 1428508;
  - f. declaring that the Receiver is entitled to continue to pursue claims against MOD in the Massey Tower Lien Action and the Delay Action (as defined below) and defend any counterclaims brought by MOD in such actions; and
  - g. an order requiring MOD to pay the Receiver's costs of this motion, including its fees and the fees of its counsel.

## 1.2 Restrictions

1. In preparing this Report, the Receiver has relied upon the Group's unaudited financial information, including its books and records, discussions with its management and discussions with E&Y (as defined below) (collectively the "Information"). The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.
2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report.

## 2.0 Background

1. 1033803 was incorporated in 1993. Beginning in 2016, it operated a concrete forming business known as Forma-Con Construction (“Forma-Con”) and provided services to construction projects across the Greater Toronto Area and surrounding areas. Prior to that time, 1033803 was the sole shareholder of 1428508 which carried on the Forma-Con business until 1428508 was dissolved and transferred its assets to 1033803. The shares of 1033803 are privately held by members of the Aquino family. 1033803 is related to BCCL, which was a significant general contractor in Southwestern Ontario.
2. BCCL and certain related entities are subject to proceedings under the *Companies’ Creditors Arrangement Act* (“CCAA”) where Ernst & Young Inc. (“E&Y”) has been appointed the CCAA Monitor (the “Monitor”).
3. On December 13, 2018, shortly after the commencement of the receivership proceedings, the Court made an order approving a transaction (the “GF Purchase Agreement”) between the Receiver and GF Equipment Corp. (the “Forma-Con Purchaser”) primarily for the Forma-Con Related Assets. The GF Purchase Agreement was dated November 23, 2018 and was completed on December 14, 2018.
4. At the commencement of the receivership, Forma-Con had 13 ongoing projects (collectively, the “Projects”). Additionally, Forma-Con was providing forming services to BCCL on certain of its projects.
5. As of December 31, 2018, the total estimated accounts receivable owing on the Projects was approximately \$19.9 million, excluding amounts owing from BCCL.
6. Pursuant to the terms of the GF Purchase Agreement, the Forma-Con Purchaser acquired the Receiver’s right, title and interest in certain Forma-Con contracts known as the Partially Completed Contracts (each a “PCC” and collectively, the “PCCs”). The Forma-Con Purchaser completed the work on the projects related to the PCCs. The Forma-Con Purchaser did not acquire the Receiver’s right, title and interest in contracts referred to as the Substantially Completed Contracts (each a “SCC” and collectively, the “SCCs”). The Receiver took steps to complete the work on the SCC projects. By mid-2019, the Receiver had collected the receivables owing on all Projects other than two projects owned by MOD, each of which was an SCC.
7. In respect of the first MOD project, being Woodcliffe MOD (Developments) St. Andrews Inc., and known as the Waterworks Project, the Receiver registered a lien in the amount of \$2,321,000 against the project. The Receiver settled this lien claim in March 2021 for \$850,000.
8. The second MOD project, which is the subject of this Report, is the Massey Project and involved concrete pouring and forming work for the Massey Tower, a condominium located at 197 Yonge Street, Toronto.



9. The Massey Tower Project Agreement was a fixed fee contract in the original amount of \$23,084,770.00 (inclusive of HST). From the date of the Massey Tower Project Agreement until November 18, 2019, Forma-Con performed all of the work and fulfilled the duties of the Trade Contractor (as such term is defined in the Massey Tower Project Agreement) and issued a total of 36 progress billings<sup>2</sup> – 15 from 1428508 in the aggregate amount of \$8,745,000 and 21 from 1033803 in the aggregate amount of \$11,729,116<sup>3</sup>. From the date of its appointment, the Receiver, on behalf of Forma-Con, arranged for the work on the Massey Tower Project to be completed and MOD paid all the invoices issued by Forma-Con during the receivership.
10. All of Forma-Con's progress billings were approved for payment by the Construction Manager (as defined below) and were paid without objection by MOD (less the holdback). Despite the Receiver's completion of the Massey Project, MOD refused to pay the Massey Holdback (as defined below) and the Receiver registered a lien in the amount of \$2,038,704.26 against the Massey Project.
11. The Receiver has prepared a chronology of the key documents and steps related to the Massey Tower Project Agreement, all of which are addressed in this Report:

EVENT	DATE	REPORT REFERENCE
Incorporation of 1033803	June 16, 1993	2.0(1)
Incorporation of Second Floor Ltd. (1428502)	July 6, 2000	2.3(11)
Incorporation of 1428508	July 6, 2000	2.3(6)
Dissolution of Second Floor Ltd. (1428502)	February 19, 2007	2.3(11)
Forma-Con registered as Business Tradename by 1033803	April 14, 2011	2.3(10)
Execution of Massey Tower Project Agreement	December 19, 2014	2.3(1)
1428508 Dissolution Agreement	December 31, 2014	2.4(3)
Tucker advised that proper party is 1428508 in writing re: Terraprobe insurance	October 26, 2015	2.3 (12)
Delivery to MOD of first 1428508 Insurance Certificate (included in Progress Billing No. 1)	October 30, 2015	2.3(15)
1428508 Progress Billing Nos. 1-9	October 31, 2015 – June 20, 2016	2.5(1)
1428508 Articles of Dissolution Issued	June 21, 2016	2.4(7)
1428508 Progress Billing Nos. 10-15	July 20, 2016-December 21, 2016	2.5(1)
Delivery to MOD of first 1033803 Insurance Certificate (included in Progress Billing No. 16)	January 20, 2017	2.5(2)

<sup>2</sup> As noted in section 2.5(4) below, the Receiver issued two additional progress billings after the commencement of the Receivership proceeding. The sum of the progress billings exceeded the fixed fee due to change orders.

<sup>3</sup> In each case, based on the Receiver's review of the Project Billings.

EVENT	DATE	REPORT REFERENCE
1033803 Progress Billing No. 16*	January 20, 2017	2.5(2)
1033803 Progress Billing No. 17*	February 17, 2017	2.5(2)
1033803 Progress Billing No. 18	March 20, 2017	2.5(2)
Email exchange with Tucker re: addition of 1033803 as “loss payee” on Primo insurance	April 4, 2017	2.5(10)
Delivery of revised Primo Insurance Certificate showing 1033803 as “loss payee”	April 4, 2017	2.5(12)
1033803 Progress Billing Nos. 19-21	April 20, 2017 – June 20, 2017	2.5(2)
Tucker provides insurance certificate from Toro Glasswall Inc. identifying 1033803 as “loss payee”	June 26, 2017	2.5(18)
1033803 Progress Billing Nos. 22-29	July 20, 2017 – February 28, 2018	2.5(2)
E-mail exchange between Tucker and Toro Aluminum regarding addition of 1033803 as an additional insured to Toro Aluminum’s policy	March 7, 2018	2.5(18)
1033803 Progress Billing Nos. 30-32	March 20, 2018 – May 23, 2018	2.5(2)
Tucker provides insurance certificate from Thyssen identifying 1033803 as a “loss payee”	May 23, 2018	2.5(18)
1033803 Progress Billing Nos. 33-35	June 30, 2018 – August 20, 2018	2.5(2)
Receivership Order	November 19, 2018	1.0(1)
1033803 Progress Billing No. 36	November 22, 2018	2.5(2)
GF Agreement	November 23, 2018	2.0(3)
Receiver’s First Progress Billing	December 15, 2018	2.5(4)
MOD notifies Receiver of 1428502 Issue	December 21, 2018	2.6(4)
Receiver’s Second Progress Billing	December 21, 2018	2.5(4)
Close-Out Agreement	December 27, 2018	2.6(7)
Application to Vacate Lien	February 19, 2019	2.6(16)
Receiver’s Statement of Claim in Massey Tower Lien Action	March 13, 2019	2.6(15)
MOD Lien Statement of Defence and Counterclaim	July 15, 2019	2.6(19)
Lien Litigation Timetable Endorsement	November 1, 2021	2.6(20)
Deliveries of Affidavits of Documents	February 3/February 15, 2021	2.6(21)
Delivery of Motion for Leave by MOD to Dismiss Massey Tower Lien Action	November 1, 2021	2.6(19)

## 2.1 Documents Reviewed by the Receiver in Preparation of this Report

1. The Receiver is in possession of the Minute Books of each of 1033803 and 1428508 and has reviewed same.
2. Some of the historic records of Forma-Con are in the possession of the Monitor. The Receiver asked the Monitor to conduct a targeted search of BCCL's records and to provide copies of relevant documents, which were screened for privilege by the Monitor.
3. In addition to the searches referenced above, the Monitor conducted a search of: (i) BCCL's records for certain emails sent or received by Gordon Graham, who was Forma-Con's project manager for the Massey Project; and (ii) BCCL's records for certain emails sent or received by Silvna Crognale, an employee of the Group who was responsible for sending out Forma-Con's progress billings and related documentation.

## 2.2 Parties to the Massey Tower Project Agreement

1. On December 19, 2014 (the "Contract Date"), Forma-Con entered into the Massey Tower Project Agreement with MOD. The Receiver has been advised by Steven Aquino, formerly the President of BCCL and sole shareholder of 1428508, that due to a typographical error, the last number in 1428508 was entered as a "2" when the Massey Tower Project Agreement was prepared. The parties at all times intended the counterparty to be Forma-Con Construction (a division of 1428508), which is the legal entity that operated as Forma-Con at the time that the Massey Tower Project Agreement was executed. A copy of the Massey Tower Project Agreement is attached as Appendix "B".
2. Under the Massey Tower Project Agreement, Tucker HiRise Construction Inc. ("Tucker") was appointed as the Construction Manager for the project (the "Construction Manager").
3. Tucker, as Construction Manager, was Forma-Con's primary contact for all work and enquiries related to the Massey Project. Pursuant to the Standard Conditions ("SC") section 6.1 of the Massey Tower Project Agreement, all communications between Forma-Con and MOD were to be through Tucker. It is the Receiver's understanding that all Forma-Con accounts and contract change orders were sent to Tucker for approval before being issued to MOD.
4. Pursuant to the General Conditions ("GC") section 2.1 of the Massey Tower Project Agreement, Tucker was authorized to act on behalf of MOD to the extent provided for in the Massey Tower Project Agreement. The scope of such authority included: (i) providing administration of the Massey Tower Project Agreement (GC section 2.2.1(1)); (ii) receiving all questions in writing by Forma-Con for interpretations and findings relating to interpretation of the Massey Tower Project Agreement (GC section 2.2.2(3)); and (iii) giving interpretations and making findings on matters in question relating to the requirements of the Massey Tower Project Agreement (GC section 2.2.1(4)). Subject to a dispute mechanism, GC section 8.2.2 of the Massey Tower Project Agreement provides that determinations of the Construction Manager are final.

5. There are two provisions in the MOD Tower Project Agreement which reference assignment. SC Section 9.1 of the contract states: "The Contract shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.". There is no reference to "permitted assigns" or any consent requirements. However, GC section 1.4.1 states: "Neither party to the Contract shall assign the Contract or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld."
6. 1428508 was incorporated on July 6, 2000. A copy of 1428508's Articles of Incorporation are attached as Appendix "C". A copy of the By-Laws of 1428508, signed by Michael Solano as the sole director of the corporation and Steve Aquino as sole shareholder of the corporation, are attached as Appendix "D" (the "By-Laws").
7. At the time that the Massey Tower Project Agreement was executed, Michael Solano was the sole officer of 1428508 with authority to sign agreements on behalf of 1428508 pursuant to its By-Laws. Attached hereto as Appendix "E" is an Annual Resolution of 1428508 dated May 9, 2013 appointing Michael Solano as President and Secretary of 1428508. The Massey Hall Project Agreement was executed on behalf of Forma-Con by "Michael Solano, President" on December 19, 2014. The Receiver does not believe that Mr. Solano was ever an officer or director of 1428502. Michael Solano died in January 2017.
8. At all material times, 1428508 was a wholly-owned subsidiary of 1033803. On December 20, 2014, a resolution was passed retroactively confirming that the 10 common shares of 1428508 held by Steven Aquino were transferred to 1033803 as of December 30, 2007 (the "2014 Resolution"). The 2014 Resolution also confirmed the prior appointment of Michael Solano as President of 1428508. A copy of the resolution approving the retroactive transfer of the common shares of 1428508 from Steven Aquino to 1033803 is attached as Appendix "F".
9. Attached as Appendix "G" is a copy of the Shareholder Ledger for 1428508 which shows that Steven Aquino transferred all of the common shares of 1428508 to 1033803 on December 30, 2007. Attached hereto as Appendix "H" is a Shareholder Register for 1428508 which shows 1033803 as the sole shareholder of 1428508.
10. In 2014, Forma-Con was a registered tradename of 1033803, the sole shareholder of 1428508. A copy of a Tradename certificate showing 1033803 as the registered user of the tradename "Forma-Con" for the period from April 14, 2011 to April 13, 2016 is attached as Appendix "I". A copy of a Tradename certificate showing 1033803 as the registered user of the tradename Forma-Con for the period from July 6, 2016 to July 5, 2020 is attached as Appendix "J".
11. 1428502 was never a part of the Group. The corporate business number 1428502 carried on a business known as Second Floor Ltd. ("Second Floor"), which was incorporated on July 6, 2000. Second Floor ceased to carry on business and the corporation was cancelled on February 19, 2007, over seven years before the Massey Tower Project Agreement was executed. The registered address for Second Floor was 3730 Kingston Road, Toronto, Ontario and the registered administrator was Nora Cleary. This address is not related to any of the Bondfield entities and Nora Cleary was never a Bondfield employee or director. A Corporate Profile Report for Second Floor Ltd. obtained from the Province of Ontario Ministry of Government Services is attached hereto as Appendix "K".

12. Second Floor/1428502 did not exist when the Massey Tower Project Agreement was executed and it could not have been a party to the contract. The Receiver is informed by Steven Aquino that it was Forma-Con's intent at the time that the Massey Tower Project Agreement was signed that MOD's counterparty would be 1428508.
13. From the Contract Date until December 31, 2016, progress billings on the Massey Tower Project were issued by 1428508. No billings were ever submitted by 1428502.
14. All progress billings delivered to MOD included a WSIB Clearance Certificate confirming that Forma-Con was in compliance with its WSIB obligations. The delivery of such certificates to MOD was a condition precedent to MOD's obligation to pay a progress billing pursuant to GC section 5.2.6.3 of the Massey Tower Project Agreement. Each of the WSIB Certificates delivered between the Contract Date and December 31, 2016 (the "1428508 Clearance Certificates") clearly identify the parties to the Massey Tower Project Agreement as: (i) **Contractor Legal/Tradename:** 1428508 Ontario Limited / Forma-Con Construction (ii) **Principal Legal/Tradename:** MOD Developments (197 Yonge) LP/Massey Tower. Attached as Appendix "L" are the 1428508 Clearance Certificates.
15. Pursuant to GC section 11.1.3 of the Massey Tower Project Agreement, Forma-Con was required to obtain, maintain and pay for "wrap-up" general liability insurance in the name of, among others, the Owner (as defined in the Massey Tower Project Agreement, being MOD) and the Trade Contractor (as defined in the Massey Tower Project Agreement, being Forma-Con). The insurance certificate provided to MOD dated October 30, 2015 to satisfy this condition indicates that the insurance was issued in favour of Forma-Con Construction, a Division of 1428508 Ontario Limited (the "1428508 Insurance Certificate"). Attached as Appendix "M" is a copy of the 1428508 Insurance Certificate.
16. The Receiver seeks rectification of the Massey Tower Project Agreement to confirm that MOD's original counterparty to that Agreement is 1428508, which was the mutual intention of the parties. As discussed in greater detail below, MOD's course of conduct evidences that it knew that it was first contracting with 1428508 and subsequently that it knew it was contracting with 1033803.
17. 1428502 was never part of the Group. It was not an existing corporation when the Massey Tower Project Agreement was executed and 1428502 did not provide any services or receive any payments from MOD.

### 2.3 The Dissolution of 1428508 and Assignment to 1033803

1. On December 30, 2014, Michael Solano, as sole director of 1428508, and 1033803, as sole shareholder of 1428508, entered into a Unanimous Shareholders Agreement (the "Shareholders Agreement"). Pursuant to the Shareholders Agreement, the director was relieved of all powers and duties as a director and 1033803 assumed all of the rights, powers, duties and obligations of the director of 1428508. A copy of the Shareholders Agreement is attached as Appendix "N".

2. On December 31, 2014, 1033803, as sole shareholder of 1428508, passed a resolution approving the dissolution of 1428508 (the "Dissolution Resolution"). The Dissolution Resolution provided that:
  - a. the property of 1428508 shall be distributed to 1033803 and any debts, obligations or liabilities shall be discharged, effective on December 31, 2014; and
  - b. the entering into by 1428508 of a dissolution agreement substantially in the form of the draft agreement submitted to 1033803, providing for the distribution of the 1428508's property to 1033803, and the assumption by the 1033803 of 1428508's remaining debts and obligations, if any, all upon the terms and conditions set forth in the dissolution agreement, is authorized and approved.

A copy of the Dissolution Resolution is attached as Appendix "O".

3. 1428508, as transferor, and 1033803, as transferee, entered into a Dissolution Agreement dated December 31, 2014 (the "Dissolution Agreement").
4. Pursuant to the Dissolution Agreement:
  - a. effective as at the date of the Dissolution Agreement, 1428508 grants, assigns, transfers, conveys and sets over to 1033803, as part of the winding-up of 1428508 and the distribution thereon of its property to 1033803, all of the right, title and interest of 1428508 in and to all of its property, assets and business, both real and personal, movable and immovable, wherever situate, including, without limiting the generality of the foregoing, all cash on hand and in the bank, accounts receivable, refunds, rebates, contracts and goodwill, including, in particular, the goodwill of the name and all rights of whatsoever nature and kind to which 1428508 is entitled (section 1);
  - b. 1033803 expressly assumes and undertakes to pay and discharge and to indemnify and save harmless 1428508 in respect of all of the remaining liabilities and obligations of 1428508 (if any), but to the extent only of the amount received by 1033803 on the winding up and distribution provided for herein and in accordance with any limitations in the *Business Corporations Act* (Ontario) (section 2);
  - c. 1428508 constitutes and appoints 1033803, its successors and assigns, the true and lawful attorney of 1428508 for and in the name of, or otherwise on behalf of, 1428508 with full power of substitution to (i) do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and conveyance of any interest in the property, assets and business, both real and personal, movable and immovable, wherever situate of 1428508 to 1033803, its successors and assigns; and (ii) make, execute and/or file any tax returns, elections, designations, forms or other filings or documents relating to 1428508 (section 5(a)); and
  - d. the power of attorney set forth in the Dissolution Agreement is granted by 1428508 to 1033803 in contemplation of the dissolution of 1428508, and such power of attorney being coupled with an interest shall not be revoked by the certificate of dissolution being issued by the Ministry of Government and Consumer Services or be otherwise revoked (section 5(b)).



A copy of the Dissolution Agreement is attached as Appendix “P”.

5. The Dissolution Agreement provides that the agreement shall not constitute an assignment or attempted assignment of any contract to which 1428508 is a party which is not assignable without the consent or approval of any third party and such consent or approval has not been obtained. Pursuant to the Dissolution Agreement, such contracts shall be held in trust for 1033803 and performed by 1033803 in the name of 1428508, and all benefits derived thereunder shall be for the account of 1033803 (section 4).
6. In 2015, Michael Solano, in his capacity as an officer of 1428508, signed a certificate confirming that all of the property of 1428508 had been distributed and all of the liabilities of 1428508 had been satisfied (the “Dissolution Certificate”). A copy of the Dissolution Certificate is attached as Appendix “Q”.
7. The Ministry of Consumer and Commercial Relations issued Articles of Dissolution for 1428508 effective June 21, 2016<sup>4</sup> (the “Articles of Dissolution”). Section 5 of the Articles of Dissolution confirms that all of 1428508’s assets were distributed to 1428508’s shareholders (i.e., 1033803) pursuant to section 238(4) of the *Business Corporations Act* (Ontario). The Articles of Dissolution are effective as of June 21, 2016. A copy of the Articles of Dissolution is attached as Appendix “R”.

## 2.4 The Massey Project and MOD Developments Inc.

1. From the Contract Date until December 31, 2016, progress billings were issued by 1428508 and MOD paid 1428508 for such work (less the required holdback). The aggregate amount of these progress billings was \$8,745,000<sup>5</sup>. As noted in paragraph 2.2(14) of this Report, all progress billings issued by 1428508 included WSIB clearance certificates which identified MOD’s counterparty as 1428508. Attached as Appendix “S” are copies of all progress billings issued by 1428508 with respect to the Massey Project.
2. From January 1, 2017 until the appointment of the Receiver in November 2018, progress billings were issued by 1033803<sup>6</sup> and MOD paid 1033803 for such work (less the required holdback). The aggregate amount of these progress billings was \$11,729,116<sup>7</sup>. Attached as Appendix “T” are copies of all progress billings issued by 1033803 with respect to the Massey Project (the “1033803 Progress Billings”).<sup>8</sup>

---

<sup>4</sup> The Receiver understands that 1428508 continued to issue progress billings on the Massey Project until December 31, 2016 notwithstanding its dissolution earlier in 2016. The Receiver has made enquiries about this with the Group’s former management and has not been able to determine why progress billings were issued by 1428508 subsequent to its dissolution to the end of 2016.

<sup>5</sup> Based on the Receiver’s review of the Progress Billings.

<sup>6</sup> One invoice for March 2018 was issued on 1428508 letterhead but was accompanied by a WSIB clearance certificate identifying 1033803 as the contractor. The name on the invoice is an error.

<sup>7</sup> Based on the Receiver’s review of the Progress Billings.

<sup>8</sup> The Receiver was unable to locate the Progress Billings dated July 20, 2018; August 20, 2018, and November 22, 2018 in the Information that was reviewed. Copies of the Progress Billings from MOD’s records have been included.

3. Based on the Receiver's review of the 1033803 Progress Billings, it appears that in all but two instances<sup>9</sup>, each of the 1033803 Progress Billings includes a WSIB clearance certificate which clearly identifies the parties to the Massey Tower Project Agreement as: (i) **Contractor Legal/Tradename:** 1033803 Ontario Inc. / Forma-Con Construction (ii) **Principal Legal/Tradename:** MOD Developments (197 Yonge) LP/Massey Tower.
4. From November 19, 2018 until December 14, 2018, progress billings were issued by the Receiver on behalf of 1033803 and/or the Forma-Con Purchaser<sup>10</sup>. Copies of (i) a progress billing dated December 21, 2018 for the period from November 1, 2018 to November 30, 2018; and (ii) a progress billing dated December 15, 2018 is attached as Appendix "U" (collectively, the "Receivership Progress Billings"). MOD paid all progress billings (less the required holdback) issued during the receivership period.
5. No progress billings were ever issued by 1428502 and no payments were ever made to 1428502.
6. The Receiver understands that all cheques issued by MOD in relation to the Massey Project were made payable to "Forma-Con Construction".
7. Below is a side-by-side comparison of a 1428508 progress billing dated June 30, 2016 (the "2016 Billing") and a 1033803 progress billing dated June 30, 2018 (the "2018 Billing").<sup>11</sup>

FORMA-CON CONSTRUCTION (A DIVISION OF 1428508 ONTARIO LIMITED)		407 Beattie Road Concord, Ontario L4K 4W8 Phone (905) 303-8010 Fax (905) 303-8013	
<b>POSTED</b>			
APPLICATION FOR PAYMENT		Project: 15300 MASSEY TOWER	
MOD DEVELOPMENTS (197 YONGE) LP c/o TUCKER HIRISE CONSTRUCTION 3755 VICTORIA PARK AVENUE TORONTO, ONTARIO M1W 3E4		Date: Jun 30/18 Appl #: 33	
		Total	
1. Original Contract Sum	\$20,429,000.00	1. Original Contract Sum	\$20,429,000.00
2. Authorized Changes to Date	\$0.00	2. Authorized Changes to Date	\$0.00
3. Unapproved Changes to Date	\$0.00	3. Unapproved Changes to Date	\$0.00
4. Contract Amount to Date	\$20,429,000.00	4. Contract Amount to Date	\$20,429,000.00
5. Total Progress	\$4,890,000.00	5. Total Progress	\$20,030,000.00
6. Holdback	\$489,000.00	6. Holdback	\$2,003,000.00
7. Holdback Released	\$9.00	7. Holdback Released	\$0.00
8. Current Holdback (6-7)	\$489,000.00	8. Current Holdback (6-7)	\$2,003,000.00
9. Total Progress Less Curr.Holdback (5-8)	\$4,401,000.00	9. Total Progress Less Curr.Holdback (5-8)	\$18,027,000.00
10. Less line 9 from previous application	\$4,077,000.00	10. Less line 9 from previous application	\$17,757,000.00
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$324,000.00	11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$270,000.00
12. Balance Unpaid Under Contract (4-9)	\$16,028,000.00	12. Balance Unpaid Under Contract (4-9)	\$2,402,000.00
13. GST/HST BN # 863740692	\$42,120.00	13. GST/HST BN # 135726081	\$35,100.00
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$366,120.00	14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$305,100.00

<sup>9</sup> The WSIB Certificates attached to the first two Progress Billings issued by 1033803, dated January 20, 2017 and February 17, 2017, respectively, have WSIB Certificates that identify the Trade Contractor as 1428508. The remaining 1033803 Progress Billings have a WSIB Certificate attached which identifies 1033803 as the Trade Contractor.

<sup>10</sup> Under the GF Purchase Agreement, the Forma-Con Purchaser performed services on some of Forma-Con's projects and was entitled to receive the accounts receivable for the work performed.

<sup>11</sup> The Receiver randomly selected a 1428508 progress billing and a 1033803 progress billing; however, these billings are representative of the invoices reviewed by the Receiver.



8. As illustrated, both billings are issued by “Forma-Con Construction”. The 2016 Billing clearly indicates that Forma-Con Construction is “a division of 1428508 Ontario Ltd.” whereas the 2018 Billing clearly indicates that Forma-Con Construction is a “a division of 1033803 Ontario Inc.”.
9. The Receiver has spoken to Steven Aquino and understands that there were no changes in the manner that Forma-Con provided its services prior to and after the dissolution of 1428508. In that respect, the Receiver has been advised from and after the date that 1033803 commenced performing the work on the Massey Project and 1428508 ceased performing this work, that there were no delays in construction due to the dissolution. The Receiver further understands that MOD never raised any concern to Forma-Con’s management about the services being provided by 1033803 rather than 1428508 and that it never raised a concern regarding the change of name. In that respect, MOD paid 1033803 for all invoices issued by 1033803 (other than the statutory holdback).
10. MOD had notice of the assignment of the Massey Tower Project Agreement. As noted in 2.2(15) of this Report, Forma-Con was required to obtain, maintain and pay for “wrap-up” general liability insurance in the name of, among others, MOD, pursuant to GC section 11.1.3 of the Massey Tower Project Agreement. On February 3, 2017, Forma-Con provided a Certificate of Insurance to MOD clearly indicating that MOD had been added as an additional insured on the general liability insurance policy of “Forma Con Construction a division of 1033803 Ontario Inc.” with respect to “Work usual to the operation of the Named Insured with respect to: Massey Tower – 197 Yonge Street, Toronto, Ontario” (the “1033803 Insurance Certificate”). A copy of the 1033803 Insurance Certificate is attached as Appendix “V”.
11. Tucker, in its capacity as Construction Manager under the Massey Project, had repeated notice that (i) the original counterparty of the Massey Tower Project Agreement was 1428508 and (ii) 1033803 assumed the obligations of 1428508. Tucker’s conduct, as noted below, shows that it was aware of the assignment of the Massey Tower Project Agreement and acknowledged that 1033803 was a proper assignee of the contract. We provide several examples below.
12. Before 2017, Tucker (on MOD’s behalf) knew that the Forma-Con entity it dealt with was 1428508 and not 1428502. It regularly facilitated insurance certificates with 1428508 as an additional insured:
  - a. On October 26, 2015, Pieter Jagarnauth, an assistant site manager on the Massey Tower project for Tucker, emailed with Michael Diez de Aux, a Geotechnical Engineer on the project regarding use of the tower crane. Mr. Jagarnauth initially requested an insurance certificate in the name of “Forma-Con Construction (A DIVISION OF 1428502 ONTARIO LIMITED).” [emphasis added.] When Gordon Graham of Forma-Con was added to the email chain he corrected this error, stating that the insurance must list Forma-Con “exactly as ... Forma-Con Construction (A DIVISION OF 1428508 ONTARIO LIMITED).” [emphasis added.] The October 26, 2015 email chain is attached hereto as Appendix “W”.
  - b. Three days later, Tucker obtained an insurance certificate to add “Forma-con, a Division of 1425808 Ontario Ltd” as an additional insured. A copy of an October 29, 2015 email from Tucker to Forma-Con, with attached certificate, is attached hereto as Appendix “X”.

- c. In November 2015, Tucker obtained an insurance certificate in the name of “FORMA-CON A DIVISION OF 1425808 ONTARIO LTD” and provided it to Forma-Con. The November 24, 2015 email from Tucker with attached insurance certificate is attached hereto as Appendix “Y”.
  - d. In October 2016, Tucker obtained an insurance certificate to add “Forma-con a Division of 1425808 Ontario Ltd” as an additional insured. A copy of an October 7, 2016 email from Tucker to Forma-Con, with attached certificate is attached hereto as Appendix “Z”.
13. Tucker also received notice that, as of 2017, the Massey Tower Project Contract would be performed by 1033803. An example of this notice occurred in April 2017, as discussed below:
  - a. In April 2017, Gordon Graham, the Forma-Con project manager on the Massey Project, emailed Bruce Rogers (Tucker’s then site manager for the Massey Project) regarding evidence of insurance and Primo Mechanical (“Primo”). Primo was a mechanical contractor on the Massey Project. The Receiver has been advised by Steven Aquino that Primo had requested that Forma-Con’s crane be used to lift certain of Primo’s equipment to the 9<sup>th</sup> floor of the Massey Project. Forma-Con advised Tucker that the crane could only be used if Forma-Con was added as a loss payee on Primo’s insurance policy for the Massey Project. Tucker originally arranged for 1428508 to be added to such policy.
  - b. On April 4, 2017, Mr. Graham told Mr. Rogers by email that evidence of insurance showing 1428508 as a loss payee was no longer correct and that 1033803 must be added instead to the insurance certificate for the Massey Project. Mr. Rogers pointed out that previous insurance certificates were in the name of “Forma con Constr. div. of 1428508 Ont. Ltd.” and was advised by Mr. Graham that “That is no longer correct”. Mr. Rogers replied “Ok I’ll get it changed”. Attached hereto as Appendix “AA” (the “April Tucker Email”) is the email exchange between Mr. Graham and Mr. Rogers.
  - c. On April 4, 2017, Mr. Rogers forwarded the notice of change of insured party to Paul Francinelli of Primo Mechanical. Attached hereto as Appendix “BB” is the email between Mr. Rogers and Mr. Francinelli.
  - d. On April 4, 2017, Tucker provided a revised certificate of insurance adding “Forma-Con Construction a division of 1033803 Ontario Ltd.” as a loss payee on the policy for a project described as “Massey Towers – 197 Yonge Street, Toronto, ON” (the “MOD 1033803 Insurance Certificate”). Attached as Appendix “CC” is a copy of the MOD 1033803 Insurance Certificate.
14. Throughout 2017 and 2018, Tucker continued to acknowledge and consent, as evidenced by insurance certificates, that 1033803 was the counterparty performing the Massey Tower Project Contract. Some examples follow here:
  - a. On June 26, 2017, Mr. Rogers sent an email to Mr. Graham enclosing evidence that “Forma Con Construction, a division of 1033803 Ontario Inc.” had been added as a loss payee on the liability insurance policy of Toro Glasswall Inc. (“Toro Glasswall”) with respect to “Hoisting of Glasswall product @ Massey Towers, 197 Yonge Street, Toronto project”. Attached hereto as Appendix “DD” is Mr. Roger’s email dated June 26, 2017 enclosing the Toro Glasswall insurance certificate.

- b. On March 7, 2018, Mr. Jagarnauth forwarded an email exchange between Tucker and representatives of Toro Aluminum (“Toro Aluminum”) regarding the use of Forma-Con’s cranes at the Massey Tower Project site to Mr. Graham (the “March 2018 Jagarnauth Email”). In the forwarded exchange, Mr. Jagarnauth advised Toro Aluminum that:

“As discussed yesterday Forma-Con prior to hoisting any of your windows onto their platform with the crane is requesting the following;

-Forma-Con to be named as an additional insured on your Policy, copy of another’s trades attached for your reference.

(FORMA-CON CONSTRUCTION, A DIVISION OF 1033803 ONTARIO LTD)”

A copy of the March 2018 Jagarnauth Email is attached as Appendix “EE”.

- c. On May 23, 2018, Mr. Rogers sent an email to Mr. Graham with a reference line that reads “insurance document for Thyssen elevator equipment crane lifts”. Attached to the May 23, 2018 email is an insurance certificate which adds “Forma Con Construction (a division of 1033803 Ontario Inc.)” as a loss payee on Thyssen’s general liability insurance with respect to “Project at Massey Tower at 197 Yonge Street”. A copy of the May 23, 2018 email enclosing the Thyssen insurance certificate is attached as Appendix “FF”.
15. The Receiver understands that MOD, either directly or through Tucker: (i) authorized 1033803 to be added as a loss payee on Primo’s insurance policy; (ii) accepted coverage as an additional insured party under 1033803’s general liability policy in satisfaction of Forma-Con’s obligations to provide evidence of such coverage under GC section 11.1.3 of the Massey Tower Project Agreement; (iii) paid all accounts issued by 1033803 (less the holdback) during this time period; (iv) accepted WSIB clearance certificates in the name of 1033803 as evidence of satisfaction of Forma-Con’s obligations to provide same pursuant to GC section 5.2.6.3; and never asked for any WSIB clearance certificates in the name of 1428508 after being notified of the change from 1428508 to 1033803.
16. The Receiver’s position is that the Massey Hall Project Agreement was validly assigned from 1428508 to 1033803 and that no consent was required for this assignment. However, if consent was required, the Receiver has not found any evidence that *express* consent was provided by MOD. Nonetheless, given the circumstances outlined in this Report, it is the Receiver’s position that MOD had notice of the assignment, did not object to it, and through its actions and conduct (or through the actions and conduct of the Construction Manager, which are binding on MOD) consented to or otherwise accepted the assignment of the Massey Tower Project Agreement.
17. In any event, pursuant to the Dissolution Agreement, any rights under the Massey Hall Project Agreement which were not assigned to 1033803 are held in trust for 1033803 and can be performed by 1033803 in the name of 1428508, and all benefits derived thereunder shall be for the account of 1033803.

## 2.5 Receiver's Activities in Relation to the Massey Tower Project Agreement

1. At the commencement of these proceedings, the Receiver undertook a process to maximize the value of Forma-Con's business and assets for its creditors. As set out in the Second Report of the Receiver dated December 10, 2018 (the "Second Report"), the Receiver recommended approval of a sale agreement for the Forma-Con Related Assets to the Forma-Con Purchaser. Pursuant to the GF Purchase Agreement, the PCCs were assumed and performed by the Forma-Con Purchaser and the Receiver took steps to complete the SCCs. At paragraph 3.1(4) of the Second Report, the Receiver noted that the GF Purchase Agreement had the following advantages:
  - a. it avoids interruptions on those Forma-Con projects that will be completed by the Forma-Con Purchaser, and it provides the Receiver with a small window of time to discuss with representatives of the SCCs the basis on which the SCCs can be completed;
  - b. it provides the Receiver with a mechanism to rent the Purchased Assets from the Forma-Con Purchaser to complete the SCCs; and
  - c. to the extent interruptions in the performance of the projects are eliminated or minimized, there is a greater prospect that accounts receivable will be collected on the PCCs and the SCCs.

A copy of the Second Report is attached hereto as Appendix "GG" (without attachments). A copy of the Order of the Honourable Justice Dunphy dated December 13, 2018 approving the GF Purchase Agreement is attached as Appendix "HH". An Order of the Honourable Justice Dunphy dated December 13, 2018 approving the Receiver's activities in the Second Report is attached as Appendix "II".

2. As noted above, the Massey Project is a SCC under the GF Purchase Agreement.
3. The Receiver determined that its ability to collect the Massey Holdback in the amount of \$2,038,704.26 could be impaired if the Massey Project was not completed. Accordingly, the Receiver negotiated with MOD to settle the terms of a close-out agreement for the Massey Project in December of 2018 (the "Close-Out Agreement").
4. On December 21, 2018, in the course of these negotiations, counsel for MOD raised, for the first time, MOD's position that the Receiver purportedly lacks authority to deal with the Massey Tower Project Agreement on the basis that the Receivership Order does not give the Receiver any authority with respect to 1428502.
5. On December 27, 2018, the Receiver and MOD entered into the Close-Out Agreement, which set out the terms pursuant to which the Receiver agreed to complete the work on the Massey Project. A copy of the Close-Out Agreement is attached is Appendix "JJ". The Receiver entered into the Close-Out Agreement to preserve 1033803's claim to the Holdback (as defined below). The Receiver would not have undertaken the work required to fulfill 1033803's obligations under the Close-Out Agreement without an express understanding that the Holdback was an asset of 1033803. The Receiver performed the work and MOD benefited from the completion of the work.

6. In recital 5 of the Close-Out Agreement, the parties acknowledge that a holdback in the amount of \$2,038,704.26 (net of taxes) (the “Massey Holdback”) related to the Massey Project is Property, as such term is defined in the Receivership Order over which the Receiver has been appointed pursuant to the Receivership Order. Pursuant to paragraph 2 of the Receivership Order, “Property” is defined to include “all of the assets, undertakings and properties of the Debtors [1033803 and 1087507] **acquired for, or used in relation to a business carried on by the Debtors**, including all proceeds thereof” [emphasis added].
7. At the time of entering into the Close-Out Agreement, MOD had already raised its newfound concern about the proper counterparty to the Massey Tower Project Agreement. Section 1.6(a) of the Close-Out Agreement states:

*“Notwithstanding the Parties agreement on the terms for performance of the Services pursuant to this Agreement, the Parties acknowledge and agree that:*

*(a) entering into this Agreement is without prejudice to the Parties’ rights as it relates to disputes regarding the identity of the counterparty to the Owner under the Construction Contract (1428502 Ontario Limited versus 1033803 Ontario Inc.);”*
8. Nothing in section 1.6(a) of the Close-Out Agreement detracts from the mutually agreed recital that the Massey Holdback is Property (as such term is defined in the Receivership Order) over which the Receiver has been appointed as receiver.
9. At section 1.10, the parties also expressly agreed that any dispute with respect to or arising out of the Close-Out Agreement would be determined by the Ontario Superior Court of Justice (Commercial List).
10. From and after the date of the Close-Out Agreement, MOD accepted directions from the Receiver on the payment of accounts submitted by sub-contractors who provided services related to the Massey Project. Attached hereto as Appendix “KK” is: (i) an email exchange between counsel to the Receiver and counsel for MOD dated May 12, 2019 with respect to accounts owing to LIUNA Local 183 and IUOE Local 793; (ii) an email exchange between counsel to the Receiver and counsel for MOD dated January 7, 2019 with respect to accounts owing to Cooper Equipment Rental; and (iii) an email exchange between counsel to the Receiver and counsel for MOD dated January 9, 2019 with respect to accounts owing to Local 793. The Receiver was advised that MOD paid these accounts. In other words, MOD was prepared to pay, and did pay, subcontractors of Forma-Con notwithstanding its position with respect to whether 1428508 was a party to the Massey Tower Project Agreement; however, it has continued to refuse to pay the Receiver for this very reason.
11. The Receiver, on behalf of 1033803, performed all of the remaining work required under the Close-out Agreement and sent billings in the amount of \$420,392.43 to MOD with respect to such work. MOD paid for all services rendered during the receivership.<sup>12</sup>
12. The Receiver relied on MOD’s performance of its obligations under the Massey Tower Project Agreement and has expended considerable resources in performing Forma-Con’s obligations in order to complete the Project.

---

<sup>12</sup> Pursuant to section 1.4(1) of the Close-Out Agreement, the parties agreed that such payments could be set off by MOD against the Massey Holdback.



13. MOD refused to pay the Massey Holdback to the Receiver. On March 13, 2019, the Receiver commenced an action with respect to a lien registered against the Massey Project in a timely manner. A copy of the Massey Tower Lien Action Statement of Claim is attached is Appendix “LL”.
14. On February 19, 2019, MOD filed a motion to have the lien vacated and to post a Financial Guarantee Bond in the amount of \$2,088,704.26. The Motion was supported by an Affidavit of Michael Farace sworn on February 20, 2019 (the “Farace Lien Affidavit”). A copy of the Farace Lien Affidavit is attached as Appendix “MM”.
15. In seeking to vacate the lien, MOD did not make any allegations to the effect that the Receiver did not have authority to file the lien and did not indicate the counterparty to the Massey Tower Project Agreement was not the party which had filed the lien. The Farace Lien Affidavit states that the lien claimant is “Forma-Con Construction” without any reference to a numbered company (i.e., 1428502, 1428508 or 1033803) and the corresponding Construction Lien Bond attached as Exhibit C to the Farace Lien Affidavit indicates that the bond covers the claims of “Forma-Con Construction and others” without any reference to a numbered company (the “Lien Bond”). It is clear that MOD was aware that the lien was asserted by the Receiver, in its capacity as receiver of 1033803, as paragraph 7 of the Farace Lien Affidavit specifically indicates that the lien was filed by the Receiver in such capacity.
16. The lien was vacated pursuant to an Order of Associate Justice Wiebe dated February 21, 2019, which only names “Forma-Con Construction” as the lien claimant (the “Lien Vacating Order”). There is no reference to any numbered company. A copy of the Lien Vacating Order is attached as Appendix “NN”.
17. On July 15, 2019, MOD filed an Amended Statement of Defence and Counterclaim (the “Lien Statement of Defence and Counterclaim”), alleging numerous set-offs under the Massey Tower Project Agreement and relying on the Massey Tower Project Agreement to assert a counter-claim against the Receiver. The Lien Statement of Defence and Counterclaim was amended on November 18, 2020. A copy of the amended Lien Statement of Defence and Counterclaim is attached as Appendix “OO”. The Lien Statement of Defence and Counterclaim includes a statement that 1428502 is not subject to the Receivership Order, but otherwise does not challenge the Receiver’s authority in the Massey Tower Lien Action.
18. On November 1, 2021, the Receiver and MOD appeared before Associate Justice Wiebe and agreed on a litigation timetable which was formalized through an endorsement (the “Wiebe Endorsement”). A copy of the Wiebe Endorsement is attached as Appendix “PP”. As part of the Wiebe Endorsement, the Receiver incurred significant costs on productions (i.e., an affidavit of documents), Scott Schedules and the preparation of expert evidence.
19. On February 3, 2022, the Receiver delivered a draft affidavit of documents to MOD, which contained 213 documents. The Receiver advised that the document was being delivered in draft because several new documents might need to be added. On February 15, 2022, counsel to MOD produced MOD’s affidavit of documents. On February 18, 2022, the Receiver’s counsel in the Massey Tower Lien Action advised MOD’s counsel that MOD’s affidavit of documents was deficient as it failed to include all relevant documents in support of MOD’s allegations of delay; the Receiver provided a list of missing documentation. Attached hereto as Appendix “QQ” is a copy of an email from Len Finegold of Goldman Sloan Nash & Haber LLP, the Receiver’s

lien litigation counsel, to Michael Farace dated February 18, 2022 setting out the deficiencies in MOD's affidavit of documents.

20. The Wiebe Endorsement required expert reports to be delivered by not later than April 29, 2022. Accordingly, the Receiver engaged Envista Forensics ("Envista"), an independent cost expert, to prepare an expert report. To date, the Receiver has paid Envista \$43,944.57, plus HST, for expert services rendered on the Massey Project.
21. On March 10, 2022, **over three years** after the Receiver filed its lien, MOD delivered a motion for leave to seek a dismissal of the Massey Tower Lien Action on the basis that the Receiver has no authority over 1428502 and had no right to commence the Massey Tower Lien Action. The Dismissal Motion was brought in the context of the lien proceeding and asks Associate Justice Wiebe, pursuant to a *Construction Act* judgment of reference, to determine the scope and extent of the Receiver's authority under the Receivership Order and the meaning of the term "Property" (as defined in the Receivership Order). The Receiver has already spent significant costs litigating the lien issue, including on Envista and legal counsel. A copy of the Dismissal Motion is attached as Appendix "RR".
22. Immediately upon receipt of the Dismissal Motion, the Receiver's counsel in the Massey Tower Lien Action requested a case conference, which was heard by the Honourable Justice Wilton-Siegel on March 9, 2022. At the case conference, the issue of the appropriate court for determination of the Receiver's jurisdiction was discussed, but Justice Wilton-Siegel indicated that he was not prepared to make a determination without a record and directed the parties to try to resolve the matter and return on March 28, 2022. A copy of His Honour's endorsement is attached as Appendix "SS". Subsequently, the Receiver's counsel in the Massey Tower Lien Action was advised that the matter would be heard by the Honourable Justice Cavanagh on March 28, 2022 at 10 AM.
23. On March 28, 2022, Justice Cavanagh issued an endorsement directing:
 

"The Receiver's motion for directions on the scope of the Receiver's authority and jurisdiction with respect to claims against MOD Developments (197 Yonge) Limited Partnership with respect to a Stipulated Price Contract between MOD and a division of 1428502 Ontario Limited is scheduled for a hearing on October 7, 2022 at 10:00 for 1/2 day."

A copy of Justice Cavanagh's endorsement is attached as Appendix "TT".
24. On June 8, 2022, the Receiver also commenced a separate proceeding for damages against MOD related to delays, productivity impacts and increased costs in relation to the Massey Project and payment of the Massey Holdback (the "Delay Action"). A copy of the Statement of Claim in the Delay Action is attached as Appendix "UU".
25. On July 12, 2022, MOD filed a Statement of Defence and Counterclaim in the Delay Action (the "MOD Delay Action Defence/Counterclaim") asserting that the Receiver has no standing to pursue the Massey Tower Lien Action since the counterparty to the Massey Tower Project Agreement is 1428502 and that the Receiver has no authority over this entity. In the MOD Delay Action Defence/Counterclaim, MOD asserts counterclaims against the Receiver in reliance on the terms of the Massey Tower Project Agreement, including for breach of contract. A copy of the MOD Delay Action Defence/Counterclaim is attached as Appendix "VV".

26. The Receiver has expended considerable resources to complete the Massey Project, with the goal of maximizing recoveries for the creditors of 1033803. It did so based on the terms of the Close-Out Agreement, from which MOD benefited and without which MOD would likely have incurred substantial delays completing the Project.
27. The Receiver has also incurred very significant professional costs addressing the issues raised by MOD with respect to the Receiver's authority to pursue the Massey Tower Lien Action (including costs drafting this Report and preparing for this motion), even though MOD was aware of these issues from at least December 21, 2018 and before the parties entered into the Close-out Agreement.
28. MOD benefited from the work performed by Forma-Con (both 1428508 and 1033803) and by the Receiver on behalf of 1033803 from the date of its appointment. From the Contract Date until December 31, 2016, 1428508 performed Forma-Con's obligations under the Massey Tower Project Agreement. From January 2017 to November 18, 2018, 1033803 performed Forma-Con's obligations under the Massey Tower Project Agreement. From November 19, 2018 until the completion of the Massey Project, the Receiver, on behalf of Forma-Con, arranged to have all of Forma-Con's obligations under the Massey Tower Project Agreement performed, as amended by the Close-out Agreement. MOD was well aware of the parties performing the services under the Massey Tower Project Agreement, and it paid for these services throughout, less the Holdback. It would be inequitable and highly prejudicial to the creditors of 1033803 if MOD were able to avoid its obligation to pay the Holdback under the Massey Tower Project Agreement due to a typographical error in the party named in the agreement, which was only asserted as an issue by MOD following completion of the Massey Project in the context of a receivership proceeding involving an impecunious estate.]
29. MOD has received the benefits of Forma-Con's performance of its obligations under the Massey Tower Project Agreement, regardless of the party performing the services. MOD has relied on the Massey Tower Project Agreement to assert counterclaims against the Receiver. It is clear from the billing and payment history that MOD at all times was dealing with Forma-Con Construction, whether, 1428508, 1033803 or the Receiver on behalf of 1033803, and should not be able to avoid its obligations under the Massey Tower Project Agreement by relying upon a clear typographical error in the name of a numbered company, 1428502, which did not even exist at the date of the Massey Tower Project Agreement. It is also clear that the assignment from 1428508 to 1033803 was brought to the attention of Tucker and MOD through communications concerning insurance on the Massey Project. MOD was at all times aware of the Forma-Con entities with which it was dealing.

## 2.6 Receiver's Recommendations

1. The Receiver recommends that this Court answer all of the Receiver's Questions affirmatively and issue an Order:
  - a. rectifying the Massey Tower Project Agreement by changing the name of the Forma-Con entity which is party to the contract to "Forma-Con Construction (a division of 1428508 Ontario Limited)";
  - b. declaring that the Massey Holdback is Property (as such term is defined in the Receivership Order) of 1033803;



- c. declaring that the Massey Tower Project Agreement was assigned at law or equity from 1428508 to 1033803;
  - d. in the alternative to (c), if the Massey Tower Project Agreement has not been assigned to 1033803, declaring that the Massey Tower Project Agreement is held in trust for 1033803;
  - e. declaring that MOD is estopped from asserting or claiming that current counterparty to the Massey Tower Project Agreement is either 1428502 or 1428508;
  - f. declaring that the Receiver is entitled to continue to pursue claims against MOD in the Massey Tower Lien Action and the Delay Action and defend any counterclaims brought by MOD in such actions; and
  - g. an order requiring MOD to pay the Receiver's costs of this motion, including its fees and the fees of its counsel.
2. The Receiver has incurred very significant costs related to the two prior scheduling hearings (where MOD challenged the jurisdiction of the Commercial List Court to address these issues) and in preparing for this motion and seeks its costs, including the costs of its counsel, of this motion.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.,  
SOLELY IN ITS CAPACITY RECEIVER AND MANAGER OF  
10338083 ONTARIO INC AND 1087507 ONTARIO LIMITED  
AND NOT IN ITS PERSONAL CAPACITY**

# Appendix “A”



Construction Company Limited and Bondfield Construction Equipment Ltd. listed on Schedule A hereto (the “**Forma-Con Related Assets**”), and (iii) the real property known municipally as 131 Saramia Crescent in Vaughan, Ontario (“**131 Saramia Crescent**”), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Brian Champ sworn November 15, 2018, and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the Debtors and their affiliates, Zurich Insurance Company Ltd. and Canada Revenue Agency, no one else appearing although duly served as appears from the affidavit of service of Loren Cohen sworn November 15, 2018, and on reading the consent of KSV 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, KSV is hereby appointed Receiver, without security, of: (i) all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof; (ii) the Forma-Con Related Assets; and (iii) 131 Saramia Crescent, the details of which are specified on Schedule B hereto (collectively, 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 the business of any Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform or disclaim any contracts of a Debtor;
- (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 to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors or in respect of the Property and to exercise all remedies of a Debtor or the owner of the Property in collecting such monies, including, without limitation, to enforce any security held by a Debtor or in respect of Property;
- (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 a Debtor, 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 any one of them), the Property 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 file an assignment in bankruptcy on behalf of any Debtor, or to consent to the making of a bankruptcy order against a Debtor;
- (k) 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;
- (l) 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 \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000; 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;
- (m) 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;
- (n) 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;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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;
- (q) 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;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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 their 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.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured



creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. **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 OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property 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 or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. **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**

11. **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 any of the Debtors, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or in respect of the Property 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 or in respect of the Property 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**

13. **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**") and 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**

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on a Debtor's behalf, may terminate the employment of such employees. 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**

15. **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**

16. **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**

17. **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**

18. **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.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their 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.

20. **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

21. **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 \$2,000,000 (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, deemed 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.

22. **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.

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

24. **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

25. **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) 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: <http://www.ksvadvisory.com/insolvency-cases/Forma-Con>.

26. **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.

#### **CRITICAL PAYMENTS**

27. **THIS COURT ORDERS** that the Receiver may, with the written consent of the Applicant, make payments owing by the Debtors to subcontractors and other creditors on account of amounts owing prior to the date of this Order.

#### **GENERAL**

28. **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.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any Debtor.

30. **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.

31. **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.

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, 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 Debtors' estates with such priority and at such time as this Court may determine.

33. **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, the Applicant 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.

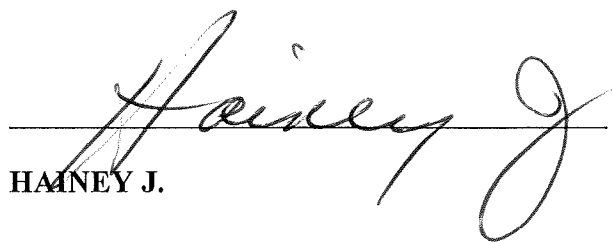
34. **THIS COURT ORDERS** that the style of cause for this Application be and is hereby amended as set forth in this Order.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

NOV 19 2018

*m*

PER / PAR:

  
HAINEY J.

**SCHEDULE A**  
**FORMA-CON RELATED ASSETS**  
**[ATTACHED]**



Forma - Con Construction, Crane Location Log Sep: 10, 2018

MAKE	MODEL	YEAR	SERIAL #	CURRENT LOCATION
Comedil	CTL180-A Luffar	2006	SN-G8706022	WATERWORKS
Comedil	CTL180-A Luffar	2006	SN-G8706030	WASSER TOWER
Comedil	CTL180-A Luffar	2005	SN-G8705011	CITY LIGHTS
Comedil	CTL180-A Luffar	2007	SN-G8807026	CITY LIGHTS
Comedil	CTL180-A Luffar	2007	SN-G8707050	AXIS CONDO
Comedil	CTL250-A Luffar	2005	SN-G1005004	YC CONDO
Comedil	CTL250-A Luffar	2006	SN-G1006005	21 AVENUE ROAD
Comedil	CTT 331-1B-m	2005	SN-G5905001	DTEAM CBD
Comedil	CTT 331-1B-m	2005	SN-G5905026	WATERLOO SLC-PAC
Comedil	CTT 331-1B-m	2005	SN-G5905049	YARD
Comedil	CTT 331-1B-m	2005	SN-G5905031	Mills Square
Pecco	PC-1600		SN-0730	EAST LUFFED
Pecco	PC 1600/2003	1976	SN-0603	VANGUARD
Pecco	PC-2000		SN-0907	YARD
Pecco	PC-2000		SN-1103	YARD
Pecco	PC-3000		SN-0107	BLUEDIAMOND
Pecco	PC-3600	1980	SN-304	Yard
Peihner	SKC 200	1981	SN-0603	YARD
Peihner	SKC140		SN-0515	YARD
Peihner	SKC315	2004	SN-25125	YARD
Peihner	SKC315	2004	SN-25127	RENTED
Peihner	SK-315	1999	SN-105	YARD
Peihner	SK-315	2005	SN-25143	St Josephs Marrow
Peihner	SK-315	2000	SN-060	YARD
Peihner	SK-415	2004	SN-26028	YARD
Peihner	SN 166 Luffing	1999	SN-006	571 Prince Edward
Potain	MIR405 Luffing	1999	SN-67089	WATERWORKS
Mantowoc	8000 - CRAWLER	2007	SN-6501037	VISTA CONDO
Mantowoc	8000 - CRAWLER	2011	SN-6501202	ST JOSEPH MORROW
Grove	RT340E MOBILE	2011	SN-231527	ST JOSEPH MORROW
Grove	RT340E MOBILE	2011	SN-227164	Mansey Hall
Grove	RT1745 TON		SN-70173	Yard
Grove	RT37004	2007	SN-1128	Yard

Sold

32 Cranes





BEHNHOLD CONSTRUCTION COMPANY LIMITED

Sl. No.	Particulars	Year	Value	Particulars	Year	Value	Particulars	Year	Value
24	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000			
25	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000			
26	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000			
27	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000			
28	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000			
29	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000	BEHNHOLD CONSTRUCTION CO. LTD.	2007	1000000000			

BEHNHOLD CONSTRUCTION CO. LTD.  
CHANGING CONTRACTORS EQUIPMENT

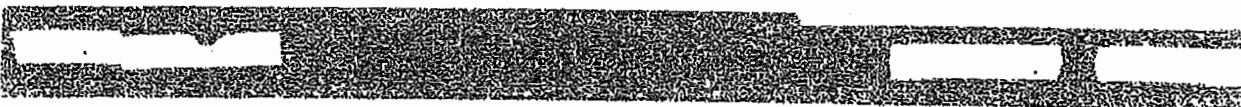
BEHNHOLD CONSTRUCTION  
EQUIPMENT

BONDFIELD CONSTRUCTION COMPANY LIMITED  
407 BASALTIC ROAD  
CONCORD, ONTARIO, CANADA

**Department Evaluation Summary**

Effective Date: July 23, 2018

Departments:
Cranes - Basaltic Yard
Cranes - Off Site
Concrete Forming & Shoring Equipment



407 BASALTIC ROAD  
 CONCORD, ONTARIO, CANADA

Description	
Cranes, Basaltic Yard	
Item #1	Qty:(1) Comedll Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8708022, (2006); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #2	Qty:(1) Comedll Model CTT 331-16-M 16-Ton Tower Crane, S/N G5906031, (2005); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #3	Qty:(1) Comedll Model CTT 331-16-M 16-Ton Tower Crane, S/N G5905049, (2005); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #4	Qty:(1) Pecco Model PC-2000 22,000-Lb. Tower Crane, S/N 1103; 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #5	Qty:(1) Peiner Model SK-200 6.25-Ton Tower Crane, S/N 0803, (1981); 55 Meter Radius, 48 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #6	Qty:(1) Peiner Model SK-140 6.25-Ton Tower Crane, S/N 0515; 55 Meter Radius, 48 Meter Under Hook; with (6) Tower Sections; (3) Outer Sections; and Apex Jib Section
Item #7	Qty:(1) Peiner Model SK-315 16-Ton Tower Crane, S/N 25125, (2004); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams
Item #8	Qty:(1) Peiner Model SK-315 16-Ton Tower Crane, S/N 105, (1999); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams

12

COMPANY NAME: Bonfield Construction Company Limited  
 EFFECTIVE DATE: July 23, 2018  
 REPORT DATE: August 10, 2018  
 JOB NUMBER: 8088290



Description			
Item #9	Qty: (1) Peiner Model SK-315 16-Ton Tower Crane, S/N 080, (2000); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams		
Item #10	Qty: (1) Peiner Model SK-415 20-Ton Tower Crane, S/N 28078, (2004); 75 Meter Radius, 65 Meter Under Hook; with (11) Tower Sections, (5) Top Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams		
Item #11	Qty: (1) Grove Model RT745-45-Ton Wheel Rough Terrain Crane, S/N 70173, (1988); with Outriggers; (New Engine 2015)		
Item #12	Qty: (1) Lot of Miscellaneous and Large Quantity of Tower Crane Parts and Components, To Include But Not Limited To: Beams; Adaptors; Brackets; Panels; Corner Units; Braces; Frames; Jacks; Extensions; Screws; Bases; Decks; Racks; Clips; Tube; Planks; Stairways; Hooks; Baskets; etc.		
TOTAL CRANES - BASALTIC YARD			
Cranes - Off Site			
Item #13	Qty: (1) Comedil Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8708030, (2006); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected) (Asset Documentation in Photograph Section)		
Item #14	Qty: (1) Comedil Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8706011, (2005); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)		
Item #15	Qty: (1) Comedil Model CTL180-A 16-Ton Luffing Tower Crane, S/N G8707026, (2007); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Holst Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)		



Description			
Item #16	Qty: (1) Comedil Model CTL180-A 18-Ton Luffing Tower Crane, S/N G8707060, (2007); 55 Meter Radius, 92.5 Meter Under Hook; with (9) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)		
Item #17	Qty: (1) Comedil Model CTL250-A 18-Ton Luffing Tower Crane, S/N G1006004, (2005); 55 Meter Radius, 92.5 Meter Under Hook; with (10) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)		
Item #18	Qty: (1) Comedil Model CTL250-A 18-Ton Luffing Tower Crane, S/N G1006005, (2006); 55 Meter Radius, 92.5 Meter Under Hook; with (10) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)		
Item #19	Qty: (1) Comedil Model CTT 331-16-M 16-Ton Tower Crane, S/N G5906001, (2005); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)		
Item #20	Qty: (1) Comedil Model CTT 331-16-M 16-Ton Tower Crane, S/N G5905025, (2005); 75 Meter Radius, 92.5 Meter Under Hook; with (12) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)		
Item #21	Qty: (1) Pecco Model PC-1600 22,000-Lb. Tower Crane, S/N 0710; 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)		
Item #22	Qty: (1) Pecco Model PC-1800/2000 (Hybrid) 22,000-Lb. Tower Crane, S/N 0603, (1976); 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & (4) Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams		
Item #23	Qty: (1) Pecco Model PC-2000 22,000-Lb. Tower Crane, S/N 0907; 50 Meter Radius, 48 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams		
Item #24	Qty: (1) Pecco Model PC-3600 28,000-Lb. Tower Crane, S/N 304, (1980); 60 Meter Radius, 35 Meter Under Hook; with (7) Tower Sections; Apex & Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)		



Description		
<p><b>Item #25</b>                      Qty: (1) Pecco Model PC-3000 22,000-Lb. Tower Crane, S/N 0107109; 55 Meter Radius, 42 Meter Under Hook; with (6) Tower Sections; Apex &amp; Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)</p>		
<p><b>Item #26</b>                      Qty: (1) Peiner Model SK-315 16-Ton Tower Crane, S/N 25127, (2004); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex &amp; Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)</p>		
<p><b>Item #27</b>                      Qty: (1) Peiner Model SK-315 16-Ton Tower Crane, S/N 25148, (2005); 70 Meter Radius, 72 Meter Under Hook; with (11) Tower Sections; Apex &amp; Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)</p>		
<p><b>Item #28</b>                      Qty: (1) Peiner Model SN166 12-Ton Luffing Tower Crane, S/N 006, (1999); 50 Meter Radius, 98 Meter Under Hook; with (4) Single, (1) Double Tower Sections; Apex &amp; Jib Sections; Heated/AC Enclosed Operator's Cab; Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)</p>		
<p><b>Item #29</b>                      Qty: (1) Potain Model MR405 24-Ton Luffing Tower Crane, S/N 87059-M, (1999); 60 Meter Radius, 125 Meter Under Hook; with (11) Tower Sections; Heel &amp; Jib Sections; Heated/AC Enclosed Operator's Cab, (Broken Window); Turntable; Hoist Winches; Hook Block; Trolley; Counterweights; and Climbing Beams; (Not Inspected)</p>		
<p><b>Item #30</b>                      Qty: (1) Manitowoc Model 8000 80-Ton Crawler Crane, S/N 8501037, (2007); (Not Inspected)</p>		
<p><b>Item #31</b>                      Qty: (1) Manitowoc Model 8000 80-Ton Crawler Crane, S/N 8501202, (2011); with Proface Touch Screen Monitor; Counter Weights; Model J60024RTC Hook, S/N 11-7238, 60-Ton Load, 7/8" Rope, 54.41 MT; and 160' Main Lattice Boom; (Not Inspected)                      (Asset Documentation in Photograph Section)</p>		
<p><b>Item #32</b>                      Qty: (1) Grove Model RT540E 40-Ton Rough Terrain Crane, S/N 231527, (2011); with 4-Section 102' Main Telescopic Boom; and 45' Swing Away Jib, with Stinger; (Not Inspected)                      (Asset Documentation in Photograph Section)</p>		
<p><b>Item #33</b>                      Qty: (1) Grove Model RT540E 40-Ton Rough Terrain Crane, S/N 227154, (2011); 12,569 Hours Indicated; with 4-Section 102' Main Telescopic Boom; and 45' Swing Away Jib, with Stinger</p>		

Description			
Item #34	Qty(1) Fushun Yongmao Model QUY80A 80-Ton Crawler Crane, S/N 1126, (2007); with LSI Load System Monitor		
Item #35	Qty(1) Grove Model RT65S 35-Ton Rough Terrain Crane, S/N 33378, (1975); 1,583.9 Hours Indicated; with 4-Section Telescopic Boom; (Not Inspected) (Asset Documentation In Photograph Section)		
Concrete Forming & Shoring Equipment			
Item #36	Qty(1) Lot of Concrete Forming & Shoring Rental Equipment; (Note: Based On Information Supplied By The Company; Complete Detailed List Located In Appendix)		

QTY	Year Make & Model or Equipment Description
20	2014 Ford F150 XLT Pickup truck
1	2013 Kenworth T800B Boom Truck with 30 Tonne Manitex Crane
1	2015 Kenworth T880B Roll-Off Truck
4	Roll-Off Deck for 2015 Kenwoth T880B Roll-Off Truck
1	2006 Kenworth T800 Roll-Off truck
4	Roll-Off Deck for 2006 Kenworth Roll-Off
1	2012 Milano 32 Ft Trailer (Accompanies 2013 Kenworth Boom Truck)
1	2015 JC 34 Ft Trailer (Accompanies 2015 Kenworth T880 Roll-Off
2	2015 Doosan C185 Diesel Compressor
3	2012 Cat 100 KW Diesel Generator
1	2010 Cat TH360B 10,000 lb Capacity Telehandler
1	2016 Putzmeister Thom-Katt TK60HP Shotcrete Pump-Trailer Mounted
15	Knaack Job Box 4830 complete with tools : skillsaws, rotary hammers,
	extension cords, impact guns , hand tools *(ALL USED)
5	20 Ft Storage Container
4	Mobile Office Trailer 8' x 16'

1	Schwing SP500 Concrete Pump Trailer Mounted
40	Used Concrete Buckets
4	Used Office furniture, filing cabinets, digitizer, computers
	Peri Mp480 Aluminum Multiprops for forming
	Peri MP350 Aluminum Multiprops for forming
	Peri Panels and Accessories for forming Value including Multiprops

① OK

Schedule 65 c

BONDFIELD CUSTOMER OWNED  
Material List at Current List Price  
Sep 6 2018

MatNumber	MatDescription	Quantity
SR10483	ALUMA ALUBOP TOP PLATE ADAPTER	260
SR11	BEAM ALUMA 18FT (5.49M)	2781
SR118	SOCKET POST ALUMINUM	200
SR12	BEAM ALUMA 16FT (4.88M)	3279
SR122	STRONGBACK CHANNEL 55K 2.59M 8FT6	120
SR123	STRONGBACK CHANNEL 55K 3.37M 12FT6	430
SR124	STRONGBACK CHANNEL 55K 4.88M 16FT	18
SR127	CHANNEL SPLICE STEEL	300
SR128	BAR STRONGBACK SPLICE	300
SR130	PLATE TIE (3K)	1680
SR131	BRACKET BOLTED CATWALK	200
SR136	SHOE STRONGBACK	200
SR14	BEAM ALUMA 14FT (4.27M)	4516
SR144	LUG WALL LIFTING ASSEMBLY	200
SR15	BEAM ALUMA 10FT 6IN (3.2M)	2035
SR16	BEAM ALUMA 12FT (3.66M)	3185
SR163	CHANNEL STRONGBACK 55K 9.83FT(3M)	400
SR17	BEAM ALUMA 21FT (6.40M)	3106
SR1861094	ORMA WALKWAY BRACKET	31
SR1870029	BEAM CC 2.32	1400
SR1870031	BEAM CC 1.57	660
SR1870040	TRANSVERSAL CC TE 0.75	200
SR1870045	TRANSVERSAL CC TR 1.5	712
SR1870050	TRANSVERSAL CC TR 0.75	220
SR1870080	HEAD CC FD	84
SR1870098	PANEL CC 1.5x0.75	3150
SR1870098	PANEL CC 0.75x0.75	186
SR1870105	BEAM CC W 1.5	272
SR1870150	BEAM CC W 0.75	136
SR1870165	PANEL CC 1.5x0.375	134
SR1870400	TRANSVERSAL CC TE 1.5 ALU	1521
SR1870405	TRANSVERSAL CC TE .75 ALUM	78
SR1870440	DROPHEAD SH	1446
SR1870464	EDGE BEAM 2.32	108
SR1870465	EDGE BEAM 1.57	59
SR1870500	UNIVERSAL HEAD CC (NEW STYLE)	120
SR1870516	SH PLY HEAD	937
SR1900002	PANEL 2.7x2.46(6.68m2)	10
SR1900005	PANEL 2.7x1.2(3.24m2)	10
SR1900008	PANEL 2.7x0.9(2.43m2)	10
SR1900011	PANEL 2.7x0.6(1.62m2)	5
SR1900020	PANEL 2.7x0.45(1.21m2)	5
SR1900025	PANEL 2.7x0.3(0.81m2)	5
SR1900032	PANEL 1.2x1.2(1.44m2)	16
SR1900035	PANEL 1.2x0.9(1.08m2)	18
SR1900038	PANEL 1.2x0.6(0.72m2)	18
SR1900047	PANEL 1.2x0.45(0.54m2)	8
SR1900056	PANEL 1.2x0.3(0.36m2)	10
SR1900089	ORMA INSIDE CORNER 2.7	8
SR1900119	HEAD 60	60

② OK

SR1900123	PUSH-PULL PROP 2,4,3,5	60
SR1900134	PUSH-PULL PROP 1,1-1,7	60
SR1900144	PUSH-PULL PROP SHOE	60
SR1900178	ORMA CLAMP	600
SR1900179	ORMA LIFTING HOOK	16
SR1900193	ORMA WALTER 0,9	90
SR1900217	COMPENSATION TUBE 1,2 (0,08 m <sup>2</sup> )	16
SR1900445	ORMA WALTER 1,55	50
SR1900448	WALTER HOOK	260
SR1900932	ORMA OUTSIDE CORNER 2,7	8
SR1908168	PUSH-PULL PROP 3,3-4,8	30
SR1908247	PANEL 3,3x2,4(7,92m <sup>2</sup> )	40
SR1908250	PANEL 3,3x1,2(3,96m <sup>2</sup> )	20
SR1908253	PANEL 3,3x1,9(2,97m <sup>2</sup> )	40
SR1908256	PANEL 3,3x0,75(2,475m <sup>2</sup> )	25
SR1908259	PANEL 3,3x0,6(1,98m <sup>2</sup> )	30
SR1908262	PANEL 3,3x0,45(1,485m <sup>2</sup> )	20
SR1908265	PANEL 3,3x0,3(0,99m <sup>2</sup> )	20
SR1908271	ORMA INSIDE CORNER 3,3 (1,98m <sup>2</sup> )	8
SR1908273	ORMA OUTSIDE CORNER 3,3	16
SR1908460	COMPENSATION TUBE 3,3	16
SR1908730	ORMA LIFTING BRACKET/CHAIN	2
SR1908770	N-ORMA RETRACTABLE CORNER 3,3	40
SR1908771	N-ORMA RETRACTABLE CORNER 2,7	8
SR1908772	N-ORMA RETRACTABLE CORNER 1,2	32
SR2049	BASKET WIRE W-GATE	1
SR2050	RACK LARGE 3 X 6	2
SR2054	RACK SMALL 3 X 3	11
SR215	FRAME ALUMA 6X6 18kip Nom/Leg ASM	920
SR216	FRAME ALUMA 6X5 18KIP NOM/LEG ASM	1010
SR2186	BRACE 3H-4H X7H-SR	1600
SR2200	BRACE 5W X 4H	3000
SR2203	BRACE 4W X 4H	2450
SR2205	BRACE 4W X 2H	376
SR2213003	DOUBLE VR HEAD (TWO WAY)	280
SR2242	BRACE COMBINATION 7X4-7X2	1000
SR2213	BRACE 6W X 2H	475
SR2220010	ALUPROP 1,35-2,6	2120
SR2220020	ALUPROP 2,2-3,7	2113
SR2220030	ALUPROP 3,3-4,8	1800
SR2220090	UNIVERSAL TRIPOD CG4	33
SR2220120	BRACE FRAME 2,32m	652
SR2220125	BRACE FRAME 1,9m	636
SR2220130	BRACE FRAME 1,57m	228
SR2220140	BRACE FRAME 0,75m	208
SR239	J HEAD 5' X 8'	12400
SR245	FRAME ALUMA ASSEMBLED 6X6	195
SR257	FRAME ALUMACS 4X4 10kip Nom/Leg	2274
SR258	FRAME ALUMACS 4X6 10kip Nom/Leg	2956
SR259	FRAME ALUMACS 4X8 10kip Nom/Leg	1852
JR261	CONNECTOR INTERFRAME ALUMACS	5000
SR265	PLATE BASE	10900
SR337	TRUSS JACK 12-18 MOD MKII	600
SR352	TRUSS EXTENSION LEG INNER 6FT	600
SR369	TRUSS CROSS BRACE 7ft (2,13m)	180

*New*

SR370	TRUSS CROSS BRACE 10ft (3.04M)	250	\$ 105.00	\$ 26,250.00
SR3991	RIVET	3388	\$ 2.00	\$ 6,776.00
SR4045	PIN HITCH	3388	\$ 0.25	\$ 847.00
SR4354	TRUSS JACK RETAINER	600	\$ 6.00	\$ 3,600.00
SR513	SCREWJACK UNIV, ALUMA FRAME	3000	\$ 60.00	\$ 180,000.00
SR5160	J HEAD FOR 1M JACK	60	\$ 25.00	\$ 1,500.00
SR521	SCREWJACK UNIV, ALUMACS FRAME	21364	\$ 70.00	\$ 1,495,480.00
SR60	ALUM DROPHEAD BEAM 10'6"(3.20M)	11	\$ 262.00	\$ 2,882.00
SR6161	HEAVY DUTY GALV. SHORE 6'6" TO 11'	6885	\$ 155.00	\$ 1,067,175.00
SR62	BEAM ALUMA 10FT (3.04M)	1200	\$ 160.00	\$ 192,000.00
SR6406	POST SHORE EXTENSION 2'	1064	\$ 50.00	\$ 53,200.00
SR7436	SCREWJACK 1M W/HANDLE MKII ASS'Y	188	\$ 80.00	\$ 15,040.00
SR7551	PLATE BASE FOR 1M SCREW	128	\$ 16.00	\$ 2,048.00
SR85	BEAM ALUMA 9FT (2.75M)	1812	\$ 144.00	\$ 260,928.00
SR9310	TRUSS W OUTER 30ft (9.14M) #6E	200	\$ 3,098.00	\$ 619,600.00
SR9317	ALUMA DEK RACK	1	\$ 472.00	\$ 472.00
SR9361	4'X5' ALUMACS FRAME	1000	\$ 319.00	\$ 319,000.00
SR9466	1M BASEPLATE SCREWJACK MARK II ASS'Y	2782	\$ 118.00	\$ 328,278.00
SR9467	1M JHEAD SCREWJACK MARK II ASS'Y	2850	\$ 119.00	\$ 339,150.00
SRALT16	16' ALUMINUM TUBE	8	\$ 78.30	\$ 626.40
SRALT4	4' ALUMINUM TUBE	185	\$ 19.60	\$ 3,626.00
SRB104	CROSS BRACE 10X4	1800	\$ 42.80	\$ 77,040.00
SRBCSSV	BEAM CLIP SCAF SPEC V C/W BT	11	\$ 6.50	\$ 71.50
SRBP1	BASE PLATE (FIXED)	18	\$ 16.20	\$ 291.60
SRC8R	8" RUBBER WHEEL CASTER	4	\$ 215.00	\$ 860.00
SRK870001	ADJUSTABLE CC HEAD (3 WAY)	10	\$ 151.00	\$ 1,510.00
SRK870002	PANEL PALLET CC4 LARGE (5'X8'X7.25')	30	\$ 1,040.00	\$ 31,200.00
SRLVAC-S	LAYER ADAPTER SWIVEL	181	\$ 53.80	\$ 9,737.80
SRRACW	RIGHT ANGLE WEDGE CLAMP 2" X 2"	11	\$ 21.50	\$ 236.50
SRSJB	SCREWJACK W/BASEPLATE 24"	34	\$ 42.70	\$ 1,451.80
SRSLB10	SURELOCK BRACE 10FT (3.05M)	22	\$ 96.75	\$ 2,128.50
SRSLB7	SURELOCK BRACE 7' (2.13M)	175	\$ 81.38	\$ 14,241.50
SRSLBC	SURELOCK BASE COLLAR	45	\$ 24.83	\$ 1,117.35
SRSLDH10	SURELOCK DBL LEDGER 10FT 3.05M	2	\$ 154.05	\$ 308.10
SRS LH10	SURELOCK LEDGER 10FT (3.05M)	17	\$ 77.83	\$ 1,323.11
SRS LH22	SURELOCK LEDGER 2FT 2 (0.65M)	3	\$ 37.41	\$ 112.23
SRS LH310	SURELOCK LEDGER 3FT 10 (1.15M)	280	\$ 44.72	\$ 12,521.60
SRS LH36	SURLOCK LEDGER STRVY 3FT61.07M	72	\$ 63.32	\$ 4,559.04
SRS LH52	SURELOCK LEDGER 5FT 2IN(1.57M)	10	\$ 51.60	\$ 516.00
SRS LH70	SURELOCK LEDGER 7FT (2.13M)	480	\$ 60.63	\$ 29,102.40
SRSLSB2B	SURELOCK SIDE BRKT 21IN(0.65M)	2	\$ 77.08	\$ 154.16
SRSLSB3B	SURELOCK SIDE BRKT 3 BRD .81M	1	\$ 150.50	\$ 150.50
SRS LSP70	PLANK STEEL(SPII)7' 2.13M W/HR	89	\$ 109.11	\$ 9,710.79
SRS LSS70	STAIRWAY STRINGER 7FT (2.13M)M	69	\$ 477.84	\$ 32,970.96
SRS LST	TREAD STAIR SCAFD. 8 X 3 MK3	253	\$ 69.88	\$ 17,679.64
SRS LVP33	SURELOCK STANDARD 3FT 3IN(1M)	26	\$ 42.25	\$ 1,098.50
SRS LVP411	SURELOCK STANDARD 4FT 11 1.5M	30	\$ 57.73	\$ 1,731.90
SRS LVP67	SURELOCK STANDARD 6FT 7IN(2M)	58	\$ 71.06	\$ 4,121.48
SRS LVP910	SURELOCK STANDARD 8FT 10IN(3M)	201	\$ 106.32	\$ 21,370.32
SRS SP10	10' STL/PLANK GALVW/HOOKS	12	\$ 138.40	\$ 1,660.80
SRS SP5	5' STL/PLANK GALV.W/HOOKS	5	\$ 86.30	\$ 431.50
SRS SP7	7' STL/PLANK GALV.W/HOOKS	80	\$ 108.00	\$ 8,640.00
SRS SR5	SYSTEM RACK SMALL	5	\$ 411.80	\$ 2,059.00
SRS SX562	GOOSER 10'	6	\$ -	\$ -
SRU043006	METAL BASKET 4'X3'X2'	20	\$ 307.00	\$ 6,140.00



As of 08/01/2016

## Summary ReRent Report

Purchase Order: 106812

Material #	Description	Quantity
Yard Number: A52001 - TORONTO CC		
Vendor Number: 106812 - BONDURUM CONST CO LTD		
PO Number: E152036034		
SR10484	ALUMA ALPHADOTON PLATE ADAPTER	260
SR11	BEAM ALUMA 18FT (5.49M)	2781
SR1487	GUARDRAIL POST 22 GALV W/NETLOCK	3
SR119	SOCKET POST ALUMINUM	200
SR12	BEAM ALUMINA 18FT (5.49M)	3279
SR122	STRONGBACK CHANNEL 55K 180M 8FT	120
SR123	STRONGBACK CHANNEL 55K 180M 12FT	490
SR124	STRONGBACK CHANNEL 55K 180M 18FT	18
SR126	STRONGBACK BRICE CHANNEL	0
SR127	CHANNEL BRICE STEEL	800
SR128	BAG STRONGBACK BRICE	800
SR130	PLATE TIE (M)	1600
SR131	BRACKET BOLTED CATWALK	200
SR136	SHOE STRONGBACK	200
SR14	BEAM ALUMA NET (2.7M)	4518
SR144	LUG W/EL LIFTING ASSEMBLY	200
SR15	BEAM ALUMA 10FT (3.05M)	2095
SR16	BEAM ALUMA 12FT (3.66M)	8195
SR163	CHANNEL STRONGBACK 55K 180M (3M)	400
SR17	BEAM ALUMA 21FT (6.40M)	8108
SR181088	DRUM WALKWAY BRACKET	31
SR1870020	BEAM CC 252	1400
SR1870031	BEAM CC 157	650
SR1870036	TRANSVERSAL CC TE 15	0
SR1870040	TRANSVERSAL CC TE 075	280
SR1870045	TRANSVERSAL CC TR 15	712
SR1870050	TRANSVERSAL CC TR 075	220
SR1870080	DROP HEAD CC	0
SR1870080	HEAD CC FD	88
SR1870090	PANEL CC 1.5x0.75	3450
SR1870095	PANEL CC 0.75x0.75	188
SR1870105	BEAM CC W 18	272
SR1870150	BEAM CC W 0.75	138
SR1870162	DROP HEAD CC	0
SR1870184	PANEL CC 1.5x0.75	134
SR1870408	TRANSVERSAL CC TE 18 ALUM	1521
SR1870408	TRANSVERSAL CC TE 75 ALUM	78
SR1870410	DROP HEAD SH	1448



As of 01/10/2016

## Summary ReRent Report

Parameters Vendor: 1068 B

Material #	Description	Quantity
SR1870464	EDGE BEAM 2.52	100
SR1870465	EDGE BEAM 1.57	50
SR1870500	UNIVERSAL HEAD (CINEMA STYLE)	120
SR1870516	SEAT HEAD	120
SR1900002	PANEL 2'0" x 2'0" (4.00m <sup>2</sup> )	10
SR1900006	PANEL 2'0" x 2'0" (4.00m <sup>2</sup> )	10
SR1900008	PANEL 2'0" x 1'0" (2.00m <sup>2</sup> )	10
SR1900041	PANEL 2'0" x 1'0" (2.00m <sup>2</sup> )	5
SR1900020	PANEL 2'7" x 1'4" (3.71m <sup>2</sup> )	5
SR1900029	PANEL 2'7" x 1'3" (3.61m <sup>2</sup> )	5
SR1900032	PANEL 1'2" x 1'2" (1.60m <sup>2</sup> )	18
SR1900035	PANEL 1'2" x 1'0" (1.30m <sup>2</sup> )	18
SR1900038	PANEL 1'0" x 1'0" (1.00m <sup>2</sup> )	18
SR1900047	PANEL 1'0" x 1'0" (1.00m <sup>2</sup> )	8
SR1900058	PANEL 1'0" x 1'0" (1.00m <sup>2</sup> )	10
SR1900069	ORMA INSIDE CORNER 2.7	8
SR1900119	HEAD 60	60
SR1900123	PUSH/PULL PROP 2.4 3.2	60
SR1900144	PUSH/PULL PROP 1.6 2.7	60
SR1900174	PUSH/PULL PROP SHOE	160
SR1900170	ORMA CLAMP	600
SR1900179	ORMA BEADING HOOK	16
SR1900193	ORMA WALE 1.0 9	60
SR1900217	COMPENSATION TUBE 1.2 (0.98m <sup>2</sup> )	16
SR1900445	ORMA WALE 1.5 5	16
SR1900430	WALE HOOK	250
SR1900932	ORMA OUTSIDE CORNER 2.7	8
SR1900168	PUSH/PULL PROP 3.2 4.8	30
SR1900237	PANEL 3'0" x 2'0" (6.00m <sup>2</sup> )	40
SR1900250	PANEL 3'0" x 2'0" (6.00m <sup>2</sup> )	20
SR1900253	PANEL 3'0" x 2'0" (6.00m <sup>2</sup> )	40
SR1900256	PANEL 3'0" x 2'0" (6.00m <sup>2</sup> )	25
SR1900259	PANEL 3'0" x 2'0" (6.00m <sup>2</sup> )	30
SR1900262	PANEL 3'0" x 2'0" (6.00m <sup>2</sup> )	20
SR1900265	PANEL 3'0" x 2'0" (6.00m <sup>2</sup> )	20
SR1900271	ORMA INSIDE CORNER 3.0 (1.98m <sup>2</sup> )	8
SR1900273	ORMA OUTSIDE CORNER 3.0	16
SR1900275	ORMA RETRACTABLE CORNER 3.3M	0
SR1900276	ORMA RETRACTABLE CORNER 2.7M	0
SR1900400	COMPENSATION TUBE 2.8	16
SR1900730	ORMA FTG & BRACKET CHAIN	2
SR1900770	ORMA RETRACTABLE CORNER 3.3	40
SR1900771	ORMA RETRACTABLE CORNER 2.7	8

As of 10/2016

### Summary ReRent Report

Parameters: Vendor: 416912

Material #	Description	Quantity
SR1800722	NORMARETRACTABLE CORNER 12	32
SR2044	BASKET WHEEL GATE	1
SR2050	RACK LARGE 2 X 6	5
SR2051	RACK SMALL 2 X 4	11
SR215	FRAME ALUMINA 6X10 (100) NonLap ASM	920
SR216	FRAME ALUMINA 6X5 (100) NonLap ASM	1010
SR2186	BRACE 6W X 4H	1600
SR2200	BRACE 6W X 4H	5000
SR2203	BRACE 4W X 4H	2150
SR2205	BRACE 4W X 2H	375
SR221003	DOUBLE Y HEAD (TWO MASS)	280
SR2212	BRACE COMBINATION 7X7 X 2	1000
SR2213	BRACE 6W X 2H	475
SR2220010	ALUPROP 156 23	2120
SR2220020	ALUPROP 223 27	2113
SR2220030	ALUPROP 34 18	1000
SR2220040	UNIVERSAL THIRD COA	33
SR2220120	BRACE FRAME 1.6m	552
SR2220125	BRACE FRAME 1.6m	536
SR2220130	BRACE FRAME 1.57m	220
SR2220140	BRACE FRAME 0.76m	208
SR230	I HEAD X 2	10400
SR246	FRAME ALUMINA ASSEMBLED 6X10	195
SR257	FRAME ALUMINA 6X4 (100) NonLap	2274
SR258	FRAME ALUMINA 6X4 (100) NonLap	2354
SR259	FRAME ALUMINA 6X4 (100) NonLap	1652
SR267	CONNECTOR HINTER FRAME ALUMINA	5000
SR268	FLATE BASE	10868
SR337	TRUSS JACK 12.18 MOD MKII	600
SR352	TRUSS EXTENSION LEG INVERT	600
SR364	TRUSS CROSS BRACE 101 (2.13M)	160
SR370	TRUSS CROSS BRACE 101 (2.03M)	250
SR3991	RIVE	3388
SR4043	PIN HITCH	3300
SR4354	TRUSS JACK RETAINER	600
SR513	SCREW JACK INV. ALUMINA FRAME	3000
SR5160	I HEAD FOR TM JACK	60
SR521	SCREW JACK INV. ALUMINA FRAME	21364
SR60	ACUMID TOP HEAD BEAM 105 (3.20M)	11
SR6161	HEAVY DUTY GALV SHORE 6" TO 11"	6885
SR62	BEAM ALUMINA 101 (3.03M)	1200
SR6405	POST SHORE EXTENSION 2	1084
SR7394	SCREW JACK TM W/HANDLE MK CLASSY	185

As of 02/20/16

## Summary Report

Parameters: Vendor - 106812

Material #	Description	Quantity
SR7551	PLATE BASE FOR 1/4" SCREW	125
SR7553	PRIMARY DEK BEAM 3	0
SR7555	PRIMARY DEK BEAM 6	0
SR7557	PRIMARY DEK BEAM 9	0
SR7559	DECK HEAD DEK PANEL	0
SR7567	DEK QUICK BRACE FRAME 6	0
SR7568	DEK QUICK BRACE FRAME 11	0
SR8361	SECONDARY BEAM 3 ALUM DEK	0
SR8421	SECONDARY BEAM 4 ALUM DEK	0
SR859	BEAM ALUMA SET (2.75M)	1512
SR8710	TRUSS W/ DECK BOL (2.75M) 10E	200
SR8917	ALUMA DEK PANEL	1
SR9361	1/4" ALUMINUM FRAME	1000
SR9466	1M BASE PLATE SCREW JACK MARK ASSY	2782
SR9467	1M 1/4" SCREW JACK MARK ASSY	2860
SR9476	1/6" ALUMINUM TUBE	8
SR9474	1/4" ALUMINUM TUBE	185
SR9476	3/8" ALUMINUM TUBE	0
SR9474	CROSS BRACE 10X4	1600
SR9474	CROSS BRACE 7X4	0
SR9551	BEAM CLIP SCREWSPEC V.C.W.BT	13
SR9551	BASIC PLATE (FIXED)	10
SR9551	8" RUBBER WHEEL CASTER	4
SR970001	ADJUSTABLE LOCK HEAD 13WAY	10
SR970002	PANEL PALLET COLLARGE (5X10X25)	30
SR970003	LAYER ADAPTER SWIVEL	181
SR970004	RIGHT ANGLE WEDGE CLAMP 2" X 2"	14
SR970005	SCREW JACK W/BASE PLATE 24"	34
SR970006	SURELOCK SCREW JACK SWIVEL BASE	3
SR970007	SURELOCK BRACE 10FT (3.05M)	22
SR970008	SURELOCK BRACE 7 1/2' (2.29M)	11
SR970009	SURELOCK BRACE 7' (2.13M)	101
SR970010	SURELOCK BRACE 6' (1.83M)	45
SR970011	SURELOCK BEAM LEDGER 10FT (3.05M)	2
SR970012	SURELOCK BEAM LEDGER 10FT (3.05M)	17
SR970013	SURELOCK BEAM LEDGER 7 1/2' (2.29M)	3
SR970014	SURELOCK BEAM LEDGER SET 10' (3.05M)	280
SR970015	SURELOCK BEAM LEDGER SET 7 1/2' (2.29M)	72
SR970016	SURELOCK BEAM LEDGER SET 7' (2.13M)	10
SR970017	SURELOCK BEAM LEDGER SET 6' (1.83M)	180
SR970018	SURELOCK SIDE BRKT 2 1/2" (6.35M)	2
SR970019	SURELOCK SIDE BRKT 3" (7.62M)	3
SR970020	PLANK STEEL (500) 2 1/2" (6.35M) W/H	80

As of 01/02/05

## Summary ReRent Report

Parameters: Vendor: 106742

Material #	Description	Quantity
SRSS570	STAIRWAY STRINGER 7'X12 (2.13M)	89
SRSS57	TREAD STAIR SCAFF 2'X3 (0.61M)	253
SRSSV33	SURE LOCK STANDARD RFT 4IN (1M)	28
SRSSV41	SURE LOCK STANDARD RFT 12M	30
SRSSV67	SURE LOCK STANDARD RFT 10IN (2M)	58
SRSSV90	SURE LOCK STANDARD RFT 4IN (1M)	201
SRSSP10	10 ST/PLANK GALV W/HOOKS	12
SRSSP5	5 ST/PLANK GALV W/HOOKS	5
SRSSP7	7 ST/PLANK GALV W/HOOKS	60
SRSSP8	SYSTEM RACK SMALL	5
SRSSB3	STAIR SECTION COAF STEEL	10
SRSSX62	GOOSEE II	6
SRSD4000	METAL BASKET 40X32	20
PO Totals		145346
Vendor Totals		145346
Xamt Totals		145346
Report Totals		145346

**SCHEDULE B****SARAMIA CRESCENT PROPERTY DETAILS**

**PIN:** 03276 - 0174 LT

**Description:** PCL 11-1 SEC 65M2724; BLK 11 PL 65M2724; S/T LT590331; S/T LT579695  
VAUGHAN

**Address:** 131 Saramia Crescent, Vaughan, Ontario

**SCHEDULE C**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Order") made in an action having Court file number \_\_-CL-\_\_\_\_\_, 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.

2. 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.

3. 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.

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

5. 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.

6. 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.

7. 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 \_\_\_\_\_, 20\_\_.

[RECEIVER'S NAME], solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

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

Name:

Title:

**BRIDGING FINANCE INC., as  
agent for 2665405 ONTARIO INC.**

**1033803 ONTARIO INC. and 1087507 ONTARIO LIMITED**

Court File No.: CV-18-608978-00CL

Applicant

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER  
(Receivership Application)**

**Goodmans LLP**

Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

**Howard Wise (LSO#: 25190F)**

**Christopher G. Armstrong (LSO#: 55148B)**

Tel: 416.979.2211

Fax: 416.979.1234

Lawyers for the Applicant



# Appendix “B”

**CCDC 17**

Stipulated Price Contract between  
Owner and Trade Contractor  
for Construction Management Projects

2010

Massey Tower

Forma-Con

Apply a CCDC 17 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

## TABLE OF CONTENTS

**AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR FOR CONSTRUCTION MANAGEMENT PROJECTS**

A-1	The Work
A-2	Agreements and Amendments
A-3	Contract Documents
A-4	Contract Price
A-5	Payment
A-6	Communication
A-7	Receipt of and Addresses for Notices in Writing
A-8	Language of the Contract
A-9	Succession

**DEFINITIONS**

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

**GENERAL CONDITIONS OF THE CONTRACT****PART 1 GENERAL PROVISIONS**

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

**PART 2 ADMINISTRATION OF THE CONTRACT**

GC 2.1	Authority of the Construction Manager and the Consultant
GC 2.2	Roles of the Construction Manager and the Consultant
GC 2.3	Review and Inspection of the Work
GC 2.4	Defective Work

**PART 3 EXECUTION OF THE WORK**

GC 3.1	Control of the Work
GC 3.2	Construction by Owner, Construction Manager or Other Contractors
GC 3.3	Temporary Work
GC 3.4	Document Review
GC 3.5	Construction Schedule
GC 3.6	Supervision
GC 3.7	Trade Subcontractors and Suppliers
GC 3.8	Labour and Products
GC 3.9	Documents at the Site

GC 3.10	Shop Drawings
GC 3.11	Use of the Site
GC 3.12	Cutting and Remedial Work
GC 3.13	Cleanup

**PART 4 ALLOWANCES**

GC 4.1	Cash Allowances
GC 4.2	Contingency Allowance

**PART 5 PAYMENT**

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

**PART 6 CHANGES IN THE WORK**

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

**PART 7 DEFAULT NOTICE**

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

**PART 8 DISPUTE RESOLUTION**

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

**PART 9 PROTECTION OF PERSONS AND PROPERTY**

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

**PART 10 GOVERNING REGULATIONS**

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

**PART 11 INSURANCE AND CONTRACT SECURITY**

GC 11.1	Insurance
GC 11.2	Contract Security

**PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY**

GC 12.1	Indemnification
GC 12.2	Waiver of Claims
GC 12.3	Warranty

CCDC 17 and CCDC 5A 'Construction Management Contract-For Services' are complimentary documents. CCDC 17 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 17 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 17.

**AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR  
FOR CONSTRUCTION MANAGEMENT PROJECTS**

This Agreement made on the 19 day of December in the year 2014 .

by and between the parties

MOD Developments (197 Yonge) Limited Partnership

hereinafter called the *Owner*

and

Forma-Con Construction ( A DIVISION OF 1428502 ONTARIO LIMITED)

hereinafter called the *Trade Contractor*

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

**ARTICLE A-1 THE WORK**

The *Trade Contractor* shall:

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

Concrete forming and falsework, void forming, concrete placing and finishing, temporary shoring, re-shoring, hoisting, and placing of all reinforcing steel and concrete accessories

*insert above the description of the Work*

for the *Project*

Massey Tower

Forma-Con

*insert above the title of the Project*

located at

197 Yonge Street, Toronto, Ontario Canada

*insert above the Place of the Project*

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

Tucker HiRise Construction Inc.

*insert above the name of the Construction Manager*

is acting as and is hereinafter called the *Construction Manager*, and for which

Hariri Pontarini Architects

*insert above the name of the Consultant*

is acting as and is hereinafter called the *Consultant*, and for which

the *Construction Manager*\* / *Consultant*\* is acting as the *Payment Certifier*, and (\* Strike out inapplicable term.)

CCDC 17 – 2010

*Note: This contract is protected by copyright. Use of a CCDC 17 document not containing a CCDC 17 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 17 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*

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

1.3 perform the *Work*:

- .1 in accordance with a schedule provided by the *Owner* at the time of signing the *Contract*, or
- .2 in accordance with a schedule mutually agreed upon if provided by the *Owner* after the signing of the *Contract*; or
- .3 if no schedule is provided by the *Owner*, commence the *Work* by the            day of            in the year            and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the            day of            in the year            .

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

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

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

**ARTICLE A-3 CONTRACT DOCUMENTS**

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

- Agreement Between *Owner* and *Trade Contractor*
- Definitions
- The General Conditions of the *Contract*

\*

The additional documents listed on Appendix C of this Agreement are part of the Contract Documents.

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

2

Note: This contract is protected by copyright. Use of a CCDC 17 document not containing a CCDC 17 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 17 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC 17 – 2010

**ARTICLE A-4 CONTRACT PRICE**

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

Twenty Million Four Hundred Twenty-Nine Thousand Dollars /100 dollars \$ 20,429,000.00

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

Two Million Six Hundred Fifty-Five Thousand Seven Hundred & Seventy Dollars /100 dollars \$ 2,655,770.00

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

Twenty-Three Million Eighty-Four Thousand Seven Hundred & Seventy Dollars /100 dollars \$ 23,084,770.00

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

4.5 All amounts are in Canadian funds.

**ARTICLE A-5 PAYMENT**

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

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

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

5.3 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

- (1) 2% per annum above the prime rate for the first 60 days.
- (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

The Royal Bank of Canada

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

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

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

**ARTICLE A-6 COMMUNICATION**

6.1 Except for the direct communications described in paragraph 6.2 of this Article, all communications between the *Trade Contractor*, and the *Owner*, the *Consultant* or the *Payment Certifier* that relate to the *Contract* shall be forwarded through the *Construction Manager*.

6.2 The parties shall inform the *Construction Manager* of the following direct communications:

- .1 between the *Payment Certifier* and the *Owner*, *Consultant* or *Trade Contractor* as described in Part 5 of the General Conditions – PAYMENT;
- .2 among the *Owner*, *Consultant* and *Trade Contractor* with respect to *Notices in Writing*; and
- .3 as otherwise expressly specified in the *Contract Documents*.

CCDC 17 – 2010

Note: This contract is protected by copyright. Use of a CCDC 17 document not containing a CCDC 17 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 17 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

**ARTICLE A-7 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING**

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

**Owner****MOD Developments (197 Yonge) Limited Partnership***name of Owner\**

MOD Developments Inc.  
8 Price Street, 4th Floor  
Toronto, ON M4W 1Z4

*address*

(647) 748-2822

*facsimile number*

nlalani@moddevelopments.com

*email address***Trade Contractor****Forma-Con Construction ( A DIVISION OF 1428502 ONTARIO LIMITED)***name of Trade Contractor\**

407 Basaltic Road,  
Concord, ON L4K 4W8

*address*

(905) 303-8010

*facsimile number*

michaelsolano@forma-con.com

*email address***Construction Manager****Tucker HiRise Construction Inc.***name of Construction Manager\**

3755 Victoria Park Ave.  
Toronto, ON, M1W 3Z4

*address*

(416) 744-2700

*facsimile number*

chris.mallinos@tuckerhirise.com

*email address*

4

*Note:* This contract is protected by copyright. Use of a CCDC 17 document not containing a CCDC 17 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 17 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC 17 – 2010

**Consultant**

Hariri Pontarini Architects

*name of Consultant \**602 King Street West  
Toronto, ON, M5V 1M6*address*

(416) 929-8924

*facsimile number*

pyapur@hp-arch.com

*email address**\* If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.***ARTICLE A-8 LANGUAGE OF THE CONTRACT**

8.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~\* language shall prevail.

*\* Complete this statement by striking out inapplicable term.*

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

CCDC 17 – 2010

*Note: This contract is protected by copyright. Use of a CCDC 17 document not containing a CCDC 17 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 17 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*

5



**ARTICLE A-9 SUCCESSION**

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

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

**SIGNED AND DELIVERED**

In the presence of:

**WITNESS**

*signature of witness*

*name of person signing*

*signature of witness*

*name of person signing*

**WITNESS**

*signature of witness*

*name of person signing*

*signature of witness*

*name of person signing*

**OWNER**

**MOD Developments (197 Yonge) Limited Partnership**

*name of Owner*

*signature*

**Noorez Lalani, Vice President**

*name and title of person signing*

*signature*

**Gary Switzer, President**

*name and title of person signing*

**TRADE CONTRACTOR**

**Forma-Con Construction ( A DIVISION OF 1428502 ONTARIO LIMITED)**

*name of Trade Contractor*

*signature*

**Michael Solano, President**

*name and title of person signing*

*signature*

*name and title of person signing*

*N.B. Where legal jurisdiction, local practice or Owner or Trade Contractor requirement calls for:*

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
- (b) the affixing of a corporate seal, this Agreement should be properly sealed*

**DEFINITIONS**

The following Definitions shall apply to all *Contract Documents*. References in the definition to the singular shall be considered to include the plural as the context requires.

**Change Directive**

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

**Change Order**

A *Change Order* is a written amendment to the *Contract* issued by the *Construction Manager* and signed by the *Owner* and the *Trade Contractor* stating their agreement upon:

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

**Construction Equipment**

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

**Construction Manager**

The *Construction Manager* is the person or entity engaged by the *Owner* and identified as such in the Agreement.

**Consultant**

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Project*.

**Contract**

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

**Contract Documents**

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

**Contract Price**

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

**Contract Time**

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

**Drawings**

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

**Notice in Writing**

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Construction Manager* or the *Consultant* that is transmitted in accordance with the provisions of Article A-7 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

**Owner**

The *Owner* is the person or entity identified as such in the Agreement.

**Payment Certifier**

The *Payment Certifier* is either the *Construction Manager* or the *Consultant* identified as such in the Agreement.

**Place of the Project**

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

CCDC 17 – 2010

*Note:* This contract is protected by copyright. Use of a CCDC 17 document not containing a CCDC 17 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 17 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

**Product**

*Product* means material, machinery, equipment, and fixtures incorporated into the *Work*, but does not include *Construction Equipment*.

**Project**

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

**Project In-Use Date**

*Project In-Use Date* shall have been reached when the *Project* is ready for use or is being used for the purpose intended and is so confirmed in writing by the *Construction Manager* in consultation with the *Consultant* and the *Owner*.

**Provide**

*Provide* means to supply and install.

**Shop Drawings**

*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Trade Contractor* provides to illustrate details of portions of the *Work*.

**Specifications**

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

**Substantial Performance of the Work**

*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Project*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Payment Certifier*.

**Supplemental Instruction**

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Construction Manager* to supplement the *Contract Documents* as required for the performance of the *Work*.

**Supplier**

A *Supplier* is a person or entity having a direct contract with the *Trade Contractor* to supply *Products*.

**Temporary Work**

*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

**Trade Contractor**

The *Trade Contractor* is the person or entity identified as such in the Agreement.

**Trade Subcontractor**

A *Trade Subcontractor* is a person or entity having a direct contract with the *Trade Contractor* to perform a part or parts of the *Work* at the *Place of the Project*.

**Value Added Taxes**

*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Trade Contractor* by tax legislation.

**Work**

The *Work* means the total construction and related services required by the *Contract Documents*.

**Working Day**

*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Project*.

## GENERAL CONDITIONS OF THE CONTRACT

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

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

#### GC 1.2 LAW OF THE CONTRACT

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

CCDC 17 – 2010

Note: This contract is protected by copyright. Use of a CCDC 17 document not containing a CCDC 17 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 17 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

**GC 1.3 RIGHTS AND REMEDIES**

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

**GC 1.4 ASSIGNMENT**

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

**PART 2 ADMINISTRATION OF THE CONTRACT****GC 2.1 AUTHORITY OF THE CONSTRUCTION MANAGER AND THE CONSULTANT**

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

**GC 2.2 ROLES OF THE CONSTRUCTION MANAGER AND THE CONSULTANT**

- 2.2.1 The *Construction Manager* will:
- .1 provide administration of the *Contract* as described in the *Contract Documents*;
  - .2 in the first instance, receive all questions in writing by the *Owner* or the *Trade Contractor* for interpretations and findings relating to the performance of the *Work* or the interpretation of the *Contract Documents* except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER;
  - .3 in the first instance, give interpretations and make findings on matters in question relating to the performance of the *Work* or the requirements of the *Contract Documents*, except with respect to any and all architectural and engineering aspects of the *Work* or GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER; and
  - .4 during the progress of the *Work*, issue *Supplemental Instructions* to the *Trade Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Construction Manager* and the *Trade Contractor*.
- 2.2.2 The *Consultant* will:
- .1 visit the *Place of the Project* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*; and
  - .2 in the first instance, give interpretations and make findings on matters in question relating to the requirements of the design.
- 2.2.3 The *Construction Manager* and the *Consultant* will:
- .1 have authority to reject work which in their opinion does not conform to the requirements of the *Contract Documents* and whenever it is considered necessary or advisable, require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Construction Manager* or the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Construction Manager* or the *Consultant* to the *Trade Contractor*, *Trade Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*; and

.4 on expiry of the warranty period, charge the *Trade Contractor* the amount by which the cost of corrections to the *Trade Contractor's* work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Trade Contractor* the difference.

7.1.6 The *Trade Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Trade Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

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

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Trade Contractor* may, without prejudice to any other right or remedy the *Trade Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* should be suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Trade Contractor* or of anyone directly or indirectly employed or engaged by the *Trade Contractor*, the *Trade Contractor* may, without prejudice to any other right or remedy the *Trade Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.

7.2.3 The *Trade Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Construction Manager* and the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:

- .1 the *Owner* fails to furnish, when so requested by the *Trade Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
- .2 the *Payment Certifier* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT, or
- .3 the *Owner* fails to pay the *Trade Contractor* when due the amounts certified by the *Payment Certifier* or awarded by arbitration or court, or
- .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Construction Manager*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Trade Contractor* that sufficient cause exists.

7.2.4 The *Trade Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Trade Contractor* may, without prejudice to any other right or remedy the *Trade Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Trade Contractor* terminates the *Contract* under the conditions set out above, the *Trade Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Trade Contractor* may have sustained as a result of the termination of the *Contract*.

## PART 8 DISPUTE RESOLUTION

### GC 8.1 AUTHORITY OF THE CONSTRUCTION MANAGER AND THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Construction Manager* or the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSTRUCTION MANAGER AND THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which neither the *Construction Manager* nor the *Consultant* have authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Construction Manager* will give such instructions as in the *Construction Manager's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Trade Contractor* costs incurred by the *Trade Contractor* in carrying out such instructions which the *Trade Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

CCDC 17 – 2010

23

Note: This contract is protected by copyright. Use of a CCDC 17 document not containing a CCDC 17 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 17 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

**GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION**

- 8.2.1 In accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Construction Manager* or the *Consultant* under GC 2.2 - ROLES OF THE CONSTRUCTION MANAGER AND THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party, the *Construction Manager* and the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Trade Contractor* and the *Construction Manager*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Construction Manager*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the latest edition of the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Project*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Trade Contractor* has abandoned the *Work*,
 whichever is earlier, and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

**GC 8.3 RETENTION OF RIGHTS**

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

24

*Note:* This contract is protected by copyright. Use of a CCDC 17 document not containing a CCDC 17 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 17 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

## PART 9 PROTECTION OF PERSONS AND PROPERTY

### GC 9.1 PROTECTION OF WORK AND PROPERTY

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

### GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Project* with respect to existing conditions.
- 9.2.2 Prior to the *Trade Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Project*, and
  - .2 provide the *Construction Manager*, the *Consultant* and the *Trade Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Project* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Project* prior to the *Trade Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Project*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Project* prior to the *Trade Contractor* commencing the *Work*.
- 9.2.5 If the *Trade Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Project*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Project*, which were not brought to the *Place of the Project* by the *Trade Contractor* or anyone for whom the *Trade Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Trade Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Project*, and
  - .4 immediately report the circumstances to the *Construction Manager*, the *Owner* and the *Consultant* in writing.
- 9.2.6 If the *Owner* and *Trade Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Project* by the *Trade Contractor* or anyone for whom the *Trade Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner*, the *Trade Contractor* and the *Construction Manager*.



- 9.2.7 If the *Owner* and *Trade Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the *Place of the Project* by the *Trade Contractor* or anyone for whom the *Trade Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Trade Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract Time* for such reasonable time as the *Construction Manager* may recommend in consultation with the *Owner*, the *Trade Contractor* and the expert referred to in 9.2.6 and reimburse the *Trade Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Trade Contractor* as required by paragraph GC 12.1 – INDEMNIFICATION
- 9.2.8 If the *Owner* and *Trade Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Project* by the *Trade Contractor* or anyone for whom the *Trade Contractor* is responsible, the *Trade Contractor* shall promptly at the *Trade Contractor's* own expense:
- .1 take all necessary steps in accordance with applicable legislation in force at the *Place of the Project*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Project* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### GC 9.3 ARTIFACTS AND FOSSILS

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

### GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Trade Contractor* shall:
- .1 be responsible for construction health and safety relating to the *Work* at the *Place of the Project* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation;
  - .2 be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work*; and
  - .3 comply with all health and safety precautions and programs established at the *Place of the Project*.
- 9.4.2 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 construction health and safety legislation.
- 9.4.3 The *Construction Manager* will:
- .1 establish, initiate, maintain, and supervise the health and safety precautions and programs required to be put in place at the *Place of the Project*; and
  - .2 review with the *Owner* the *Trade Contractor's* health and safety program for compliance.

**GC 9.5 MOULD**

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

**PART 10 GOVERNING REGULATIONS****GC 10.1 TAXES AND DUTIES**

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

**GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

- 10.2.1 The laws of the *Place of the Project* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Trade Contractor*.
- 10.2.3 The *Trade Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Project* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

CCDC 17 – 2010

27

Note: This contract is protected by copyright. Use of a CCDC 17 document not containing a CCDC 17 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 17 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

### GC 10.3 PATENT FEES

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

### GC 10.4 WORKERS' COMPENSATION

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

## PART 11 INSURANCE AND CONTRACT SECURITY

### GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 – INDEMNIFICATION, the *Trade Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – INSURANCE REQUIREMENTS in effect at the time of bid closing except as hereinafter provided:
- .1 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*;
  - .2 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*; and
  - .3 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

- 11.1.2 If the *Trade Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Trade Contractor*, the *Construction Manager* and the *Consultant*. The *Trade Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from any amount which is due or may become due to the *Trade Contractor*.
- 11.1.3 The *Owner* shall obtain, maintain and pay for 'wrap-up' general liability insurance in the joint names of the *Owner*, the *Construction Manager*, the *Consultant* and the *Trade Contractor* with limits of not less than \$10,000,000 per occurrence and a deductible not more than \$10,000. The insurance coverage shall be primary to all other insurance policies and shall not be substantially less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320, except for liability arising from damage to the *Project* during construction, which shall be limited to the completed operations period. The insurance shall be maintained from the date of commencement of the *Project* until 90 calendar days after the *Project In-Use Date*. The *Owner* is responsible to provide coverage for completed operations hazards from the *Project In-Use Date* for a period of 2 year. The *Trade Contractor* shall then provide, maintain and pay for liability insurance coverage for completed operations hazards with limits of not less than \$5,000,000 per occurrence and a deductible not more than \$5,000 on an ongoing basis for a further period of 4 years.
- 11.1.4 The *Owner* shall provide, maintain and pay for the following insurance coverages:
- .1 "Broad form" property insurance in the joint names of the *Owner*, the *Trade Contractor*, the *Construction Manager*, and the *Consultant*. The policy shall have limits of not less than the sum of 1.1 times *Contract Price*, and the full value, as stated in the *Contract*, of products and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by the latest edition of IBC Forms 4042 and 4047 or their equivalent replacement. In addition to the exclusions identified in the latest edition of IBC forms 4042 and 4047, the *Owner* is not required to provide insurance coverage for Asbestos, Cyber Risk, Mould, or Terrorism. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
    - (2) on the commencement of use or occupancy of any part or section of *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
    - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
  - .2 Boiler and machinery insurance in the joint names of the *Owner*, the *Trade Contractor*, the *Construction Manager*, and the *Consultant*. The insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
  - .3 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner*, the *Trade Contractor*, the *Construction Manager*, and the *Consultant* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Construction Manager* shall act on behalf of the *Owner*, the *Trade Contractor* and the *Consultant* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Trade Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Trade Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Construction Manager* may recommend in consultation with the *Trade Contractor*;
    - (2) the *Trade Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Trade Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Trade Contractor's* interest in the restoration of the *Work*; and
    - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, shall pay the *Trade Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

- 11.1.5 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance,
- .1 the *Trade Contractor* shall promptly provide the *Construction Manager* with confirmation of coverage under the policies specified in paragraph 11.1.1 and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*; and
  - .2 the *Owner*, through the *Construction Manager*, shall promptly provide the *Trade Contractor* with confirmation of coverage under the policies specified in paragraphs 11.1.3 and 11.1.4 and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.6 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.7 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Project*.
- 11.1.8 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.9 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, either party may request the increased coverage by way of a *Change Order*.
- 11.1.10 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

## GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Trade Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Construction Manager* any *Contract* security specified in the *Contract Documents*.
- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Project* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Trade Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
    - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
    - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
  - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Project*.
- The parties expressly waive the right to indemnify for claims other than those provided for in this *Contract*.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Trade Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the insurance limit for the loss so covered in effect at the time of bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Trade Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.

- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Trade Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Trade Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Trade Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Project*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Trade Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
  - .2 should either party be required, as a result of its obligation to indemnify the other, pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

#### GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Project*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*, the *Trade Contractor* waives and releases the *Owner* from all claims which the *Trade Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Trade Contractor* against the *Owner* arising from the *Trade Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Trade Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*;
  - .2 indemnification for claims advanced against the *Trade Contractor* by third parties for which a right of indemnification may be asserted by the *Trade Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Trade Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Trade Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Trade Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Project*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*, the *Owner* waives and releases the *Trade Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Trade Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Trade Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Trade Contractor* pursuant to the provisions of this *Contract*;

- .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Trade Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 – INDEMNIFICATION;
  - .4 damages arising from the *Trade Contractor's* actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Trade Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Trade Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Project* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Project*; or
  - .2 the Civil Code of Quebec, if the *Place of the Project* is the Province of Quebec.
- 12.2.5 The *Owner* waives and releases the *Trade Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Trade Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 *Notice in Writing* of claim as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving *Notice in Writing* of claim as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Project*.

### GC 12.3 WARRANTY


- 12.3.1 Except for extended warranties as described in paragraph 12.3.7, the warranty period under the *Contract* is one year from the later of the date of *Substantial Performance of the Work* and the *Project In-Use Date*.
- 12.3.2 The *Trade Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Trade Contractor* shall submit to the *Construction Manager* for the *Owner's* acceptance all written warranties and related documents required by the *Contract Documents*.
- 12.3.4 The *Owner*, through the *Construction Manager*, shall promptly give the *Trade Contractor Notice in Writing* of observed defects and deficiencies that occur during the one year warranty period.

32

CCDC 17 – 2010

*Note: This contract is protected by copyright. Use of a CCDC 17 document not containing a CCDC 17 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 17 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 17 – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*

- 12.3.5 Subject to paragraph 12.3.2, the *Trade Contractor* shall correct promptly, at the *Trade Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.6 The *Trade Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.5.
- 12.3.7 Any extended warranties beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Trade Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.





**SUPPLEMENTARY CONDITIONS**

The Standard Construction Document for Stipulated Price Contract between *Owner* and *Trade Contractor* for Construction Management Projects form CCDC 17, 2010, English version, consisting of the Agreement Between *Owner* and *Trade Contractor*, Definitions, and General Conditions of the Contract, Parts 1 to 12 inclusive, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications. Where these amendments, additions, and modifications specifically reference a change to the Agreement, Definitions, or General Conditions, these amendments, additions and modifications shall govern.

**AGREEMENT****SC1.1 Article A-1 The Work**

SC1.1.1 At the end of the last sentence of Article A-1 paragraph 1.1, delete the following: "for which the *Construction Manager* / *Consultant* is acting as the *Payment Certifier*, and (\*Strike out inapplicable term.)".

SC1.1.2 Delete Paragraphs 1.3.2 and 1.3.3 in their entirety.

**SC1.2 Article A-4 Contract Price**

SC1.2.1 At paragraph 4.1 delete, "The *Contract Price*, which excludes *Value Added Taxes*, is:" and replace with, "The *Contract Price* including taxes, duties, tariffs and royalties related to the performance of the *Work* and excluding *Value Added Taxes* is:"

**SC1.3 Article A-5 Payment**

SC1.3.1 Delete Paragraphs 5.1.1 and 5.1.3 in their entirety.

SC1.3.2 Add new paragraph 5.1.1 as follows:

"5.1.1 make progress payments to the *Trade Contractor* on account of the *Contract Price* when due in the amount approved by the *Owner* together with such *Value Added Taxes* as may be applicable to such payment, and

SC1.3.3 Add new paragraph 5.1.3 as follows:

"5.1.3 upon the completion of the *Work* as agreed by the *Construction Manager* and the *Consultant*, pay to the *Trade Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

SC1.3.4 Delete paragraph 5.3.1(1) and 5.3.1(2) in their entirety.

SC1.3.5 Add new paragraph 5.3.1(1) as follows:

"5.3.1(1) 0% for the first 15 days.

SC1.3.6 Add new paragraph 5.3.1(2) as follows:

"5.3.1(2) 1% after the first 15 days.

SC1.3.7 At the end of paragraph 5.3.1 delete the following: "Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by (Insert name of chartered lending institution whose prime rate is to be used) for prime business loans as it may change from time to time.

**SC1.4 Article A-6 Communication**

SC1.4.1 At paragraph 6.1 add, "or" before "the *Consultant*" and delete, "or the Payment Certifier".

SC1.4.2 At paragraph 6.2.1 delete, "the *Payment Certifier* and".

**DEFINITIONS****SC2.1 Payment Certifier**

SC2.1.1 Delete the definition for "Payment Certifier" in its entirety.

SC2.1.2 Add new definition for "Payment Certifier" as follows:

"A *Payment Certifier* has not been and will not be assigned to this Project."

**SC2.2 Project In Use Date**

SC2.2.1 Delete the definition for "Project In-Use Date" in its entirety.

SC2.2.2 Add new definition for "Project In-Use Date" as follows:

"*Project In-Use Date* shall have been reached when the Project is deemed Substantially Complete excluding any areas for which the design is not complete. The *Project In-Use Date* shall be confirmed in writing by the *Construction Manager* in consultation with the *Consultant* and the *Owner*."

**SC2.3 Quality Assurance**

SC2.3 Add new definition for "Quality Assurance" as follows:

"*Quality Assurance* is the process and procedures put in place to execute the *Work* that systematically monitors, detects, corrects and ensures that quality standards are being met."

**SC2.4 Quality Control**

SC2.4 Add new definition for "Quality Control" as follows:

"*Quality Control* is the process put in place to review the *Work* as it is being executed and completed to ensure that quality standards are being met."

**GENERAL CONDITIONS****SC3 Part 1 General Provisions**

SC3.1 At paragraph 1.3.2 delete, "*Payment Certifier*,"

**SC4 Part 2 Administration of the Contract**

SC4.1 Delete paragraph 2.1.4 in its entirety.

SC4.2 Add new paragraph 2.4.4 as follows:

"2.4.4 The *Trade Contractor* will be responsible for all additional testing and inspections related to the defective work and correction of same.

**SC5 Part 3 Execution of the Work**

- SC5.1 Add new paragraph 3.1.3 as follows:  
"3.1.3 This *Trade Contractor* shall secure the area of its work to ensure no hazard to other trades people, property, equipment or other work."
- SC5.2 Add new paragraph 3.1.4 as follows:  
"3.1.4 This *Trade Contractor* shall rectify immediately damage caused by this *Trade Contractor* to the work of others, temporary services and facilities, fencing, curbs, trees, sidewalks, roadways, equipment, property or neighboring properties."
- SC5.3 Add new paragraph 3.1.5 as follows:  
"3.1.5 This *Trade Contractor* will be responsible to protect the *Work* during the course of the construction."
- SC5.4 Add new paragraph 3.1.6 as follows:  
"3.1.6 Only major benchmarks and gridlines will be provided by the *Construction Manager*. All required extension of layout and grades to complete the *Work* are the responsibility of the *Trade Contractor*"
- SC5.5 Add to the end of 3.3.1, "When using construction equipment (including but not limited to swing stages), the *Trade Contractor* shall submit to the *Owner* a certificate indicating the initial set-up as well as any subsequent set-ups and the equipment used is in conformance with the Occupational Health and Safety Act and related regulations for a construction project."
- SC5.6 Add new paragraph 3.3.4 as follows:  
"3.3.4 This *Trade Contractor* shall be responsible for providing labour to load, off-load and move their own equipment and materials as needed to complete the *Work*."
- SC5.7 Add new paragraph 3.3.5 as follows:  
"3.3.5 A Man and Material Hoist will be provided by the *Owner* for use by all trade contractors working on the *Project*. The *Trade Contractor* will have use of the Man and Material Hoist as arranged through the *Construction Manager*. Deliveries will be allowed on a reserved basis coordinated by the *Construction Manager*. At times the hoist will be running beyond normal working hours to accommodate the need. The *Trade Contractor* will be expected to coordinate the delivery times with the *Construction Manager* and will not be compensated for premium time shifts if the deliveries are accepted or required outside normal working hours."
- SC5.8 Add new paragraph 3.3.6 as follows:  
"3.3.6 The *Trade Contractor* is responsible for its own hoisting. Should hoisting be required prior to the installation of the Man and Material Hoist or after the hoist is dismantled it will be the *Trade Contractors* responsibility to hoist its equipment and/or material using other means. The *Trade Contractor* is responsible to advise the *Construction Manager* of any special hoisting procedures."
- SC5.9 Add new paragraph 3.3.7 as follows  
"3.3.7 Should the *Trade Contractor* require the use of the Tower Crane during the timeframe that it is installed and operating on the *Project* then the *Trade Contractor* will make arrangements through the *Construction Manager* for such use. Use of the Tower Crane will be at the discretion of the formwork contractor who will provide the Tower Crane at times that will not interfere with the progress of their work. The *Trade Contractor* shall pay all costs and shall provide all insurance required for use of the Tower Crane. In the event the hoisting by the Tower Crane is outside normal working hours the *Trade Contractor* will not be compensated for premium time shifts."

- SC5.10 Add new paragraph 3.4.2 as follows:  
"3.4.2 The *Trade Contractor* is responsible for ensuring that it is working with the most current revision of all drawings."
- SC5.11 Add new paragraph 3.4.3 as follows:  
"3.4.3 The *Trade Contractor* is to coordinate the installation of its *Work* with all *Contracts Documents* (i.e. Architectural, Interior Design, Landscape, Structural, Mechanical and Electrical drawings and specifications) ensuring the installation of the *Work* will not adversely impact the installation of the work of other trades. Where a conflict is found, the *Trade Contractor* will advise the *Construction Manager* immediately and will not proceed with the installation of the *Work* until the conflict is resolved and direction is given through the *Construction Manager*. Should the *Trade Contractor* install portions of the *Work* that later prove to impede the work of other trades then the *Trade Contractor* will relocate the portions of the *Work* that are interfering at the *Trade Contractors* cost."
- SC5.12 At 3.5.3.2 delete, "monthly" and replace with, "weekly".
- SC5.13 Add new paragraph 3.5.3.4 as follows:  
"3.5.3.4 provide all necessary material, manpower, equipment, supervision and the like to complete the work as per the Project Schedule."
- SC5.14 Add new paragraph 3.5.3.5 as follows:  
"3.5.3.5 notify the *Construction Manager* within 3 *Working Days* if there is a delay to the Project Schedule. If the *Trade Contractor* is the cause for the delay then the *Trade Contractor* will develop a recovery plan within 3 *Working Days*. The *Trade Contractor's* recovery plan will include all means necessary to regain the lost time including but not limited to additional manpower, working overtime, working weekends, additional equipment and the like."
- SC5.15 Add new paragraph 3.5.4 as follows:  
"3.5.4 The *Construction Manager* may reasonably rely upon the Project Schedule and the *Trade Contractor* acknowledges that the *Owner* may commence dealings with any third-party, including the procurement of owner-furnished materials, execution of leases and contracts, obtaining financing, hiring and training of employees, and advertising or marketing, or selling the improvements at the project, based upon the Schedule."
- SC5.16 Add new paragraph 3.5.5 as follows:  
"3.5.5 The *Trade Contractor's* construction schedule noted in 3.5.3.1 will include the procurement of all materials and equipment."
- SC5.17 Add new paragraph 3.5.6 as follows:  
"3.5.6 The *Construction Manager's* analysis of the *Trade Contractors* construction schedule shall not relieve the *Trade Contractor* of any obligation for the performance of the *Work*."
- SC5.18 At 3.7.6 delete, "certified" and replace with, "approved"
- SC5.19 Add new paragraph 3.8.4 as follows:  
"3.8.4 The *Owner* will provide heat and lighting to the minimum required by Ministry of Labour. This *Trade Contractor* is responsible for any additional supplementary spot heaters and/or task lighting as required to complete the *Work*."
- SC5.20 Add new paragraph 3.8.5 as follows:  
"3.8.5 The *Owner* will provide 120V, 15A power panels allowing the *Trade Contractor* to operate power tools at any location in the building using a 100 foot extension cord."

- SC5.21 Add new paragraph 3.8.6 as follows:  
 "3.8.6 The *Project* will be constructed by labour working in an "open-shop" environment, union or non-union. Parties causing disruption to the progress of the work will be dismissed from the project and held responsible for any damages caused."
- SC5.22 Add new paragraph 3.9.2 as follows:  
 "3.9.2 The *Trade Contractor* shall maintain current at all times, as-built drawings for the *Work*. The drawings are to be kept on site in a safe and secure lock up. Provide copies of the as-built drawings to the *Construction Manager* immediately upon request for review by the *Construction Manager*, or the *Consultant*. Upon completion of the *Work* submit 3 sets of the as-built drawings to the *Construction Manager* for review and approval."
- SC5.23 At the end of paragraph 3.10.2 add, "Shop Drawings are to be submitted to the *Construction Manager* within 4 weeks of award of *Contract* or in such instances where submission of the shop drawings within 4 weeks of award is not possible, provide a schedule for the submission of shop drawings acceptable to the *Construction Manager* within 4 weeks of award. The *Trade Contractor* is to provide 8 copies of each submission of which 1 will be returned to the *Trade Contractor* upon completion of review."
- SC5.24 Add new paragraph 3.10.14 as follows:  
 "3.10.14 The *Trade Contractor* is responsible to confirm all dimensions on site prior to fabrication and/or ordering of materials to ensure proper fit of installed product. The review by the *Construction Manager* or the *Consultant* does not relieve the *Trade Contractors* responsibility in this regard."
- SC5.25 Add new paragraph 3.13.4 as follows:  
 "3.13.4 The *Trade Contractor* is responsible for the costs and the carrying out for dust control related to the *Work* of this *Trade Contractor* by whatever means necessary."
- SC5.26 Add new paragraph 3.13.5 as follows:  
 "3.13.5 The *Trade Contractor* is responsible for street cleaning related to its *Work*."
- SC5.27 Add new paragraph 3.13.6 as follows:  
 "3.13.6 The *Trade Contractor* is responsible to clean up all of its debris on a daily basis, and to dump the same in the appropriate container(s) supplied by the *Owner*. ~~In addition one (1) worker from each ten (10) people employed or pro-rated portion thereof, shall be assigned to the *Construction Manager's* clean-up crew one (1) day per week for the duration of the *Trade Contractor's Work period*.~~ Should the *Trade Contractor* fail or refuse to clean their debris, the *Construction Manager* shall clean the debris for the *Trade Contractor* at the *Trade Contractor's* expense. All garbage is to be packaged and separated into appropriate containers as directed by the *Construction Manager* or the requirements of the Works Department and all Municipal authorities having jurisdiction (i.e., Ministry of the Environment and Energy). The complete disposal cost for mixed or contaminated loads shall be back charged to the offending *Trade Contractor*."
- SC5.28 Add new section "GC 3.14 Quality Control and Quality Assurance"
- SC5.29 Add new paragraph 3.14.1 as follows:  
 "3.14.1 The *Trade Contractor* is to submit their *Quality Assurance* program for review and acceptance by the *Construction Manager*."
- SC5.30 Add new paragraph 3.14.2 as follows:

"3.14.2 The *Trade Contractor* is to submit their *Quality Control* program for review and acceptance by the *Construction Manager*. The *Trade Contractors Quality Control* program will be in addition to any *Quality Control* being performed by the *Construction Manager, Consultant or Owner*."

**SC6 Part 4 Allowances**

Intentionally left blank.

**SC7 Part 5 Payment**

SC7.1 Delete "GC 5.1 Financing Information Required of the Owner", in its Entirety including 5.1.1 and 5.1.2.

SC7.2 At paragraph 5.2.4 delete, "15 calendar days" and replace with, "20 working days".

SC7.3 Add to the end of paragraph 5.2.4, "The schedule of values will be subject to approval by the *Construction Manager*."

SC7.4 Delete paragraph 5.2.5 in its entirety.

SC7.5 Add new paragraph 5.2.6.3 as follows:  
"5.2.6.3 with each application a valid WSIB clearance certificate."

SC7.6 Add new paragraph 5.2.6.4 as follows:  
"5.2.6.4 with each application a copy of all *Change Orders* for which the *Trade Contractor* is claiming a payment for."

SC7.7 Add new paragraph 5.2.6.5 as follows:  
"5.2.6.5 with each application a copy of approval from the *Construction Manger's* site staff."

SC7.8 Add new paragraph 5.2.6.6 as follows:  
"5.2.6.6 original documents."

SC7.9 Delete paragraph 5.2.7 in its entirety.

SC7.10 Add new paragraph 5.2.7 as follows:  
"5.2.7 Applications for payment for *Products* delivered to the *Place of the Project* but not yet incorporated into the *Work* will be at the discretion of the *Owner*. If accepted by the *Owner* the *Trade Contractor* will provide such evidence as the *Construction Manager* and *Owner* may require to establish the value and delivery of the *Products*. In no event will *Products* be permitted to be delivered to the *Project* when the installation is not scheduled to begin for more than 20 working days from the date of the delivery."

SC7.11 Delete paragraph 5.3.1 in its entirety including 5.3.1.1, 5.3.1.2 and 5.3.1.3.

SC7.12 Add new paragraph 5.3.1 as follows:  
"5.3.1 The *Trade Contractor* must submit the application for payment to the *Construction Manager's* office at 3755 Victoria Park Avenue, Toronto, Ontario, M1W 3Z4 by the 20<sup>th</sup> day of the month including all original documents required as per GC 5.2. The application for payment will reflect all work completed up to and including the 20<sup>th</sup> day of that month."



SC7.13 Add new paragraph 5.3.2 as follows:

"5.3.2 The *Construction Manager* will review and accept the values being claimed in the application for payment during the week prior to the application for payment being submitted as noted in 5.3.1."

SC7.14 Add new paragraph 5.3.3 as follows:

"5.3.3 The Owner's approval will then be complete by the 15<sup>th</sup> of the first month following the application for payment being submitted as noted in 5.3.1. Should adjustments be required the Trade Contractor will be Notified."

SC7.15 Add new paragraph 5.3.4 as follows:

"5.3.4 The payment will be processed by the 15th day of the second month following the application for payment being submitted as noted in 5.3.1."

SC7.16 Add new paragraph 5.3.5 as follows:

"5.3.5 Final Payment shall not become due until all required documentation, such as guarantees, warranties, maintenance manuals and as-built record drawings have been delivered to the *Construction Manager*."

SC7.17 At paragraph 5.4.2 delete, "whichever of them is the *Payment Certifier*, acting in that capacity,"

SC7.18 Delete paragraph 5.5.1 and 5.5.2 in their entirety.

SC7.19 Add new paragraph 5.5.1 as follows:

"5.5.1 After the *Construction Manager* confirms the ~~Substantial Performance of the Work~~, the Trade Contractor shall submit to the *Construction Manager* an application for payment of the holdback amount including a Form 6 Certificate of substantial performance as per the Construction Lien Act, proof of publication, CCDC 9A 'Statutory Declaration' and all documents required as per 5.2.6," and *Construction Manager shall issue a certificate for payment of the holdback amount and pay holdback*

SC7.20 At paragraph 5.6.1 delete, "*Payment Certifier* has certified" and replace with, "*Construction Manager and Consultant* have confirmed"

SC7.21 Delete paragraph 5.6.2 in its entirety.

SC7.22 At the end of paragraph 5.7.2.1 add the following: " will advise the Trade Contractor in writing that the application is valid or give reasons why it is not valid."

SC7.23 Delete paragraph 5.7.2.2 in its entirety.

SC7.24 Delete paragraph 5.7.3 in its entirety.

SC7.25 At paragraph 5.8.1 delete, "as Certified by the *Payment Certifier*" and delete, "the *Payment Certifier* determines."

#### SC8 Part 6 Changes in the Work

SC8.1 Add new paragraph 6.2.3 as follows:

"6.2.3 When determining the adjustment to the *Contract Price* the Trade Contractor will be limited to the estimated costs as per the items identified in 6.3.6, 6.3.7, 6.3.8 and 6.3.14."

- SC8.2 Add new paragraph 6.2.4 as follows:  
"6.2.4 The *Trade Contractor* shall provide a detail cost breakdown of the work within 10 days of receipt of the proposed change. Extensions to the 10 day period will only be granted upon written request. If the *Trade Contractor* fails to submit a cost for the proposed change in the work, the *Construction Manager, Owner* and/or the *Consultant* will make an assessment of the costs which will be final.
- SC8.3 Delete paragraph 6.3.6.3 in its entirety.
- SC8.4 Add new paragraph 6.3.6.3 as follows:  
"6.3.6.3 The *Trade Contractor's* percentage fee as noted in paragraph 6.3.6.1 shall be limited to 5% for overhead and 5% for profit."
- SC8.5 Add new paragraph 6.3.14 as follows:  
"6.3.14 Work performed by subcontractors or sub-subcontractors etc. will be subject to the same restrictions as the *Trade Contractor* when pricing the work of a *Change Order* or *Change Directive*.

**SC9 Part 7 Default Notice**

- SC9.1 At paragraph 7.1.4.1 delete the following: "provided the *Payment Certifier* has certified such cost to the *Owner* and the *Trade Contractor*"
- SC9.2 At paragraph 7.1.5.3 delete the following: "as certified by the *Payment Certifier*"
- SC9.3 Delete paragraphs 7.2.2, 7.2.3 and 7.2.4 in their entirety.

**SC10 Part 8 Dispute Resolution**

Intentionally left blank

**SC11 Part 9 Protection of Persons and Property**

- SC11.1 At paragraph 9.4.2 delete, "*Owner*" and replace with, "*Construction Manager*".
- SC11.2 Add new paragraph 9.4.4 as follows:  
"9.4.4 The *Owner* and *Construction Manager* have a safety program in place for the site. All *Trade Contractors/Suppliers* shall fully co-operate with the *Construction Manager* to implement the site safety program and comply with requirements of Occupational Health and Safety At R.S.O. 1990 c. O. 1 (as may be amended from time to time). All *Trade Contractors/Suppliers* are responsible for the safety of their employees, *Trade Contractors*, visitors, *Suppliers* and those for whom the *Trade Contractor's Suppliers* are at law responsible and must ensure that proper safety equipment and procedures are used at all times. Regular meetings regarding safe work procedures will be held on site for all workers and will be organized by the *Construction Manager*. The *Trade Contractor/Supplier* shall fully indemnify the *Owner* and *Construction Manager* for all costs, damages and pay any and all fines levied against the *Owner* its Lender or any affiliated or related entities or their shareholders, officers, directors, employees or those for whom they are at law responsible resulting from the *Trade Contractor/Supplier*, it's



employees, suppliers and those for whom the *Trade Contractor/Supplier* are at law responsible for failing to adhere to the Safety Requirements of all laws and authorities having jurisdiction. All *Trade Contractors/Suppliers* on this site will be required to have a written Health & Safety Policy according to the requirements of the Occupational Health & Safety Act R.S.O. 1190 c. 0. 1 (as may be amended from time to time) and must provide a copy to the Site Superintendent prior to starting any work on the site. All *Trade Contractors* are required to submit the following information regarding their Safety Program and accident experience: 1) Safety Policy and Programs; 2) Outline of Safety Training (i.e., W.H.M.I.S.); 3) CAD-7 Experience Rating Summary. The *Trade Contractor* shall be fully responsible for all acts of negligence committed by its personnel and for any accidents or damages caused as a result of such acts of negligence. The *Trade Contractor* shall provide the *Owner* and *Construction Manager* with copies of all Project Inspection Reports issued by the Ontario Ministry of Labour, Construction Health and Safety Branch. The *Trade Contractor* shall provide the *Owner* and *Construction Manager* with copies of all accident reports.”

SC11.3 Add new paragraph 9.4.5 as follows:

“9.4.5 The *Trade Contractor* will submit to the *Construction Manager* prior to starting the *Work* at the *Place of the Project* a signed copy of the Occupational Health and Safety Trade Contractor Agreement between the *Owner* and the *Trade Contractor* that was included in the Tender Package for the *Work*.”

#### SC12 Part 10 Governing Regulations

SC12.1 Add new paragraph 10.2.8 as follows:

“10.2.8 The *Trade Contractor* agrees to complete the *Work* in accordance with all applicable federal, provincial and municipal laws, regulations and codes and all regulations thereunder, amendments thereto or substitutions therefore, including, but not limited to the following:

- a. The Ontario Building Code;
- b. The National Building Code including all Supplements;
- c. Canada Mortgage and Housing Corporation Builders' Bulletins;
- d. Ontario Electrical Safety Code;
- e. Canada Plumbing Code;
- f. Residential Standards Canada;
- g. The National Housing Act R.S.C. 1985, Chap. N-11, as amended;
- h. The Occupational Health and Safety Act and Regulations for Construction Projects, Revised SO, 1990, Chapter 0.1m as amended, O. Reg. 213/91, as amended by O. Reg. 631/94, O. Reg. 143/99, 571/99, 145/00 and 527/00, R.R.O. 1990, Reg. 834;
- i. The Elevating Devices Act, R.S.O. 1980, Chapter 135, as amended;
- j. Workplace Safety and Insurance Act, 1997, SO, 1997, Chapter 16, Schedule A. and O. Reg. 562/99, 1101, 456/97, 175/98, 455/97, 259/92;
- k. The Construction Lien Act S.O. 1983, as amended;
- l. The Tarion Warranty Corporation Construction Performance Guidelines, April 2, 2003;
- m. Tarion Warranty Corporation Regulations and its latest amendments and
- n. The Ontario New Home Warranties Plan Act
- o. In the event of any differences between two codes, two statutes or a statute and a code, the more stringent code or statute shall govern.

#### SC13 Part 11 Insurance

- SC13.1 Delete paragraph 11.1.1 in its entirety. Including paragraphs 11.1.1.1, 11.1.1.2 and 11.1.1.3
- SC13.2 Add new paragraph 11.1.1 as follows:  
 "11.1.1 Without restricting the generality of GC 12.1- INDEMNIFICATION, the *Trade Contractor* shall provide, maintain, and pay for the insurance coverages specified below. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the *Work* until the date of the final certificate for payment. Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Trade Contractor* shall promptly provide the *Construction Manager* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements. The policies shall be in a form acceptable to the *Construction Manager* and endorsed to provide the *Construction Manager* with not less than 15 days notice in writing in advance of cancellation, change, or amendment restricting coverage."
- SC13.3 Add new paragraph 11.1.1.1 as follows:  
 "11.1.1.1 Automobile Liability Insurance:  
 Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the *Trade Contractor*. Where the policy has been issued pursuant to a government operated automobile insurance system, the *Trade Contractor* shall provide the *Construction Manager* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Trade Contractor*."
- SC13.4 Add new paragraph 11.1.1.2 as follows:  
~~"11.1.1.2 Aircraft and Watercraft Liability Insurance:  
 Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the *Work*, including use of additional premises, shall be subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard."~~
- SC13.5 Add new paragraph 11.1.1.3 as follows:  
 "11.1.1.3 *Trade Contractors'* Equipment Insurance:  
 "All Risk" contractors' equipment insurance covering construction machinery and equipment (including contractors building and equipment, the capital cost of any item which is not included in the cost of new construction) owned, rented, leased or used by the *Trade Contractor* for the performance of the *Work*, including boiler insurance on temporary boiler and pressure vessels. Such policies will not allow for subrogation claims against the *Owner* or *Construction Manager* or their employees."
- SC13.6 Delete paragraph 11.1.3 in its entirety.
- SC13.7 Add new paragraph 11.1.3 as follows:  
 "11.1.3 The *Owner* shall obtain, maintain and pay for "wrap-up" general liability insurance in the joint names of the *Owner*, the *Construction Manager*, the *Consultant*, and all *Trade Contractors*, and all subconsultants, and all trade subcontractors with a limit of not less than \$25,000,000 per occurrence and a deductible not more than \$25,000. The coverage shall be primary and non-contributing to all other insurance policies and shall not be substantially less than the insurance provided by IBC Form 2100, (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC form 2320, except for liability arising from damage to the *Project* during construction, which shall be limited to the completed operations period. The insurance shall be maintained from the date of

commencement of the *Project* until deficiency state at which point the *Owner* is responsible to provide coverage for completed operations hazards for a period of 3 years thereafter. In order to achieve the limit of insurance required the use of primary and excess liability policies is acceptable."

SC13.8 Delete paragraph 11.1.4.1 in its entirety.

SC13.9 Add new paragraph 11.1.4.1 as follows:

"11.1.4.1 The *Owner* shall obtain, maintain and pay for All Risk "broad form" property insurance including but not limited to the perils of flood, earthquake and sewer back-up in the joint names of the *Owner*, the *Owner's Mortgagee*, the *Construction Manager*, the *Consultant*, and all *Trade Contractors*. The policy shall have limits of not less the full replacement cost of the work including reoccurring soft costs subject however to limits of not less than 1.1 times the Construction Cost with a deductible not greater than \$25,000 except for the perils of sewer back-up, water damage, flood and earthquake. Such deductibles for sewer back-up, water damage and flood will not exceed \$50,000. Earthquake which will contain a deductible of not greater than 5% of the total values insured or \$100,000 whichever is greater. Loss if any will be payable to the *Owner*, the *Owner's Mortgagee*, the *Construction Manager*, the *Consultant*, and all *Trade Contractors* as their interest may appear. Providing the *Owner*, the *Owner's Mortgagee*, the *Construction Manager*, the *Consultant*, and all *Trade Contractors* will use the proceeds from any insurance to restore the work as nearly as possible to its condition before such loss or damage occurred. Such coverage will not include the replacement cost of any property not included in the capital cost of new construction. The All Risk "broad form" property insurance shall be provided from the date of commencement of the *Project* until the earliest of.

.1 120 days after the *Project In Use Date* or the registration of the condominium, whichever is later.

.2 on the commencement of use or occupancy unless such use or occupancy is for construction purposes, commercial purposes, habitational purposes, parking purposes, or for the installation and testing and commissioning of equipment forming part of the *Project*.

.3 when the *Place of the Project* is left unattended for more than 30 consecutive calendar days.

The *Owner* is not required to provide coverage for Asbestos, Cyber Risks, Mould or Terrorism."

SC13.10 Delete paragraph 11.1.4.2 in its entirety.

SC13.11 Add new paragraph 11.1.4.2 as follows:

"11.1.4.2 The *Owner* shall obtain, maintain and pay for Comprehensive Boiler and Machinery insurance including but not limited coverage for testing and commissioning in the joint names of the *Owner*, the *Construction Manager*, the *Consultant*, and all *Trade Contractors*. The policy shall have limits of not less the full replacement cost of the work including reoccurring soft costs subject however to limits of not less than 1.1 times the Construction Cost with a deductible not greater than \$25,000 except for Loss if any will be payable to the *Owner*, the *Owner's Mortgagee* and the *Construction Manager* as their interest may appear. Providing the *Owner* is not in default of any mortgage requirements the *Owner* and the *Owner's Mortgagee* will use the proceeds from any insurance to restore the work as nearly as possible to its condition before such loss or damage occurred. Such coverage will not include the replacement cost of any property not included in the capital cost of new construction. The Comprehensive Boiler and Machinery insurance shall be provided from the date of commencement of the *Project* until the earliest of.

.1 120 days after the *Project In Use Date* or the registration of the condominium, whichever is later.

.2 on the commencement of use or occupancy unless such use or occupancy is for construction purposes, commercial purposes, habitational purposes, parking purposes, or for the installation and testing and commissioning of equipment forming part of the *Project*.

.3 when the *Place of the Project* is left unattended for more than 30 consecutive calendar days. The *Owner* is not required to provide coverage for Asbestos, Cyber Risks, Mould or Terrorism.

SC13.12 At paragraph 11.1.4.3 delete, "The "Broad form" property and boiler and machinery policies shall provide that in the case of a loss or damage payment shall be made to the *Owner*, the *Trade Contractor*, the *Construction Manager* and the *Consultant* as their interest may appear."

SC13.13 Delete paragraph 11.1.5.2 in its entirety.

SC13.14 Delete paragraph 11.1.8 in its entirety.

SC13.15 Delete paragraph 11.1.9 in its entirety.

SC13.16 Delete paragraph 11.1.10 in its entirety.

SC13.17 Add new paragraph 11.1.11 as follows:

"11.1.11 Notwithstanding the requirement of the *Owner* to take out and maintain Wrap-up Liability Insurance the *Trade Contractor* shall take out and maintain Commercial General Liability Insurance (for all operations not insured under the Wrap-Up Liability Insurance Policy or for which the *Trade Contractor* desires additional insurance) with limits not less than \$5,000,000 covering the *Trade Contractor* and all operations of the *Trade Contractors* sub-contractors. The *Owner* and *Construction Manager* will be included as additional insured's, and such policies will be endorsed to provide a waiver of subrogation in favour of the *Owner* and *Construction Manager* or their employees."

SC13.18 Add new paragraph 11.1.12 as follows:

"11.1.12 General Insurance Provisions

- a. No Representation of Coverage Adequacy. By requiring the insurance as set out herein, the *Owner* and *Construction Manager* and their associated and affiliated companies, their officers, directors, members, managers, partners and employees, do not represent that the coverage and limits will necessarily be adequate to protect the *Trade Contractor*. The insurance required hereunder may be contained in one or more policies prior to commencement of any work or services.
- b. The *Trade Contractor* shall furnish to the *Owner* and *Construction Manager*, certificates of insurance or copies of policies showing that such insurance is in force within 10 days of award and as requested thereafter.
- c. In the event of any failure of the *Trade Contractor* to furnish and maintain insurance hereunder, the *Owner*, at its option and without waiving default of the *Trade Contractor*, shall have the right, but not the obligation, to obtain such insurance for and in the name of the *Trade Contractor*. In such event, the *Owner*, may, at its absolute discretion and option, either require that the *Trade Contractor* pay the cost thereof upon demand or deduct from any sums owing to the *Trade Contractor* all costs for obtaining such appropriate insurance. In either event, the *Trade Contractor* shall furnish to the *Owner*, all information required by the insurance carrier.
- d. The insurance requirements of this contract shall be placed with insurers licensed to operate in the Province of Ontario, with A.M. Best ratings of at least "A".



**SC14 GC 12.1 Indemnification**

SC14.1 Delete paragraph 12.1.2.2 in its entirety.

SC14.2 Add new paragraph 12.1.2.2 as follows:

"12.1.2.2 In respect to losses suffered by the *Owner* and the *Trade Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$5,000,000, but in no event shall the sum be greater than \$20,000,000."

SC14.3 Delete paragraph 12.3.1 in its entirety.

SC14.4 Add new paragraph 12.3.1 as follows:

"12.3.1 Except for extended warranties as described in paragraph 12.3.7, the warranty period under the *Contract* is **two** years or such longer period as specified in the contract documents or as required by the Tarion Corporation and the Ontario New Home Warranties Plan Act R.S.O. 1990 c.o.31 ("ONHWPA") from the date upon which the condominium corporation is registered, all in accordance with the requirements of the Tarion Corporation and ONHWPA Act."

SC14.5 At paragraph 12.3.4 delete, "one year warranty period" and replace with, "two year warranty period".

SC14.6 At paragraph 12.3.5 delete, "one year warranty period" and replace with, "two year warranty period".

SC14.7 At paragraph 12.3.7 delete, "one year warranty period" and replace with, "two year warranty period".

SC14.8 Add new paragraph 12.3.8, "Upon written notice from the *Owner* or *Construction Manager* to the *Trade Contractor* of any defect or deficiency the *Trade Contractor* will either make the necessary repairs, or in the event of failure to do so within five (5) working days after receiving written notification from the *Owner*, the *Owner* may make such repairs at the *Trade Contractor's* expense, which the *Trade Contractor* agrees to pay upon demand."

**END OF SUPPLEMENTARY CONDITIONS**

# Appendix “C”





5. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.

*Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la compagnie.*

**There are no restrictions on business the Corporation may carry on or on powers the Corporation may exercise.**

6. The classes and any maximum number of shares that the corporation is authorized to issue:

*Catégories et nombre maximal, s'il y a lieu, d'actions que la compagnie est autorisée à émettre:*

**The Corporation is authorized to issue an unlimited number of shares of one class, designated as Common Shares.**



7. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

*Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série:*

**The rights of the holders of Common Shares of the Corporation are equal in all respects and include the rights,**

**(a) to vote at all meetings of shareholders; and,**

**(b) to receive the remaining property of the Corporation upon dissolution.**

8. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:

*L'émission, le transfert ou la propriété d'actions est/n'est pas restreinte. Les restrictions, s'il y a lieu, sont les suivantes:*

**No shares of the Corporation shall be transferred without the consent of the directors of the Corporation expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by all of the directors then in office.**

9. Other provisions, if any, are:

*Autres dispositions, s'il y a lieu:*

**119**

**SEE PAGES 5A AND 5B ATTACHED HERETO AND FORMING PART HEREOF.**

- (a) The number of shareholders of the Corporation, exclusive<sup>120</sup> of persons who are in the employment of the Corporation and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after termination of that employment to be, shareholders of the Corporation, is limited to not more than fifty, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.
- (b) Any invitation to the public to subscribe for securities of the Corporation is prohibited.
- (c) Subject to the provisions of the *Business Corporations Act* (Ontario) as amended or re-enacted from time to time, the directors may, without authorization of the shareholders:
- (i) borrow money on the credit of the Corporation;
  - (ii) issue, re-issue, sell or pledge debt obligations of the Corporation;
  - (iii) give a guarantee on behalf of the Corporation to secure performance of an obligation of any person;
  - (iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation;
  - (v) by resolution, delegate any or all such powers to a director, a committee of directors or an officer of the Corporation.

Nothing in this subparagraph shall limit or restrict the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

- (d) Except in the case of any class or series of shares of the <sup>121</sup> Corporation listed on a stock exchange, the Corporation shall have a lien on the shares registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Corporation.
- (e) The holders of any fractional shares issued by the Corporation shall be entitled to exercise voting rights and to receive dividends in respect of each such fractional share.
- (f) Holders of shares of any class or series shall not be entitled to dissent nor to vote separately as a class or series upon a proposal to amend the articles of the Corporation to:
- (i) increase or decrease any maximum number of authorized shares of such class or series, or increase any maximum number of authorized shares of a class or series having rights or privileges equal or superior to the shares of such class or series;
  - (ii) effect an exchange, reclassification or cancellation of the shares of such class or series; or
  - (iii) create a new class or series of shares equal or superior to the shares of such class or series.

10. The names and addresses of the incorporators are  
 Nom et adresse des fondateurs  
 First name, initials and surname or corporate name  
 Prénom, initiale et nom de famille ou dénomination sociale

122  
 Full address for service or address of registered office  
 or of principal place of business giving street & No.  
 or R.R. No., municipality and postal code  
 Domicile élu, adresse du siège social ou adresse de  
 l'établissement principal, y compris la rue et le numéro, le  
 numéro de la R.R., le nom de la municipalité et le code  
 postal

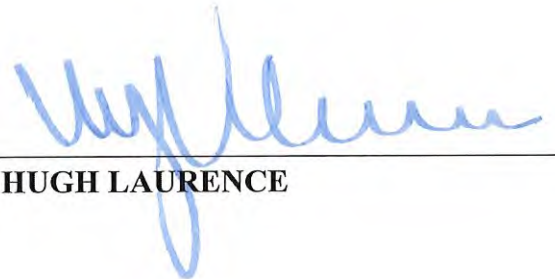
**HUGH LAURENCE**

**250 YONGE STREET, SUITE 2400  
 TORONTO, ONTARIO M5B 2M6**

These articles are signed in duplicate

*Les présents statuts sont signés en double exemplaire.*

Signatures of incorporators / *Signatures des fondateurs*



**HUGH LAURENCE**

# Appendix “D”

**BY-LAW NO. 1**

A by-law relating generally to the regulation of the  
business and affairs of

**1428508 ONTARIO LIMITED**

**CONTENTS**

<b>One</b>	<b>INTERPRETATION</b>
<b>Two</b>	<b>DIRECTORS</b>
<b>Three</b>	<b>MEETINGS OF DIRECTORS</b>
<b>Four</b>	<b>COMMITTEES</b>
<b>Five</b>	<b>OFFICERS</b>
<b>Six</b>	<b>PROTECTION OF DIRECTORS, OFFICERS AND OTHERS</b>
<b>Seven</b>	<b>MEETINGS OF SHAREHOLDERS</b>
<b>Eight</b>	<b>SECURITIES</b>
<b>Nine</b>	<b>DIVIDENDS AND RIGHTS</b>
<b>Ten</b>	<b>EXECUTION OF DOCUMENTS AND VOTING OF SECURITIES</b>
<b>Eleven</b>	<b>NOTICES</b>

**RESOLVED** as a by-law of **1428508 Ontario Limited** (hereinafter called the  
“Corporation”) as follows:

**Section One  
INTERPRETATION**

**1.1 Definitions.**

In this by-law and in all other by-laws of the Corporation, unless the context otherwise requires:

- (a) “Act” means the Business Corporations Act (Ontario) as amended or re-enacted from time to time and includes the regulations made pursuant thereto;
- (b) “board” means the board of directors of the Corporation;



- (c) "by-laws" means all by-laws of the Corporation;
- (d) "director" means a director of the Corporation; and
- (e) "non-business day" means Saturday, Sunday and any other day that is a holiday as defined in the Interpretation Act (Ontario); and
- (f) "number of directors" means the number of directors provided for in the articles or, where a minimum and maximum number of directors is provided for in the articles, the number of directors determined by a special resolution or resolution of the board where it is empowered by special resolution to determine the number of directors.

1.2 All terms used in the by-laws of the Corporation which are defined in the Act shall have the meanings given to such terms under the Act.

1.3 In all by-laws of the Corporation, the singular shall include the plural and the plural the singular and words importing gender include the masculine, feminine and neuter genders.

1.4 Headings used in the by-laws are for convenience of reference only and shall not affect the construction or interpretation thereof.

1.5 If any of the provisions contained in this by-law are inconsistent with those contained in the articles or a unanimous shareholder agreement, the provisions contained in the articles or unanimous shareholder agreement, as the case may be, shall prevail.

## **Section Two DIRECTORS**

2.1 **Quorum.** The quorum for the transaction of business at any meeting of the board shall consist of a majority of the number of directors; provided that where the number of directors of the Corporation is two directors, both directors must be present at any meeting of the board to constitute a quorum.

2.2 **Qualification.** No person shall be qualified for election as a director if he is less than 18 years of age; if he is of unsound mind and has been so found by a court in Canada or elsewhere; if he is not an individual; or if he has the status of a bankrupt. A director need not be a shareholder. A majority of the directors shall be resident Canadians provided that if the number of directors is fewer than three, at least one shall be a resident Canadian.

2.3 **Election and Term.** The election of directors shall take place at the first meeting of shareholders and at each annual meeting of shareholders. A director not elected for an expressly stated term shall cease to hold office at the close of the first annual meeting following his election or appointment. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

**2.4 Removal of Directors.** Subject to the provisions of the Act, the shareholders may by ordinary resolution passed at an annual or special meeting remove any director from office and the vacancy created by such removal may be filled at the same meeting failing which it may be filled by the directors.

**2.5 Vacation of Office.** A director ceases to hold office when he dies; he is removed from office by the shareholders; he ceases to be qualified for election as a director; or his written resignation is received by the Corporation, or if a time is specified in such resignation, at the time so specified, whichever is later; provided that a director named in the articles is not permitted to resign his office unless at the time the resignation is to become effective a successor is elected or appointed.

**2.6 Vacancies.** Subject to the provisions of the Act, if a quorum of the board remains in office, the board may fill a vacancy in the board, except:

- (a) a vacancy resulting from (i) an increase in the number of directors otherwise than by a resolution of the directors, or in the maximum number of directors, or from (ii) a failure to elect the number of directors required to be elected at any meeting of the shareholders; or
- (b) where the directors are empowered to determine the number of directors, if, after such appointment, the total number of directors would be greater than one and one-third times the number of directors required to have been elected at the last annual meeting of shareholders.

In the absence of a quorum of the board, or if the board is not permitted to fill such vacancy, the board shall forthwith call a special meeting of shareholders to fill the vacancy. If the board fails to call such meeting or if there are no such directors then in office, any shareholder may call the meeting.

**2.7 Remuneration and Expenses.** The directors shall be paid such remuneration for their services as the board may from time to time determine and shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the board or any committee thereof. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

### **Section Three MEETINGS OF DIRECTORS**

**3.1 Canadian Majority.** The board shall not transact business at a meeting, other than filling a vacancy in the board, unless a majority of the directors present are resident Canadians, except where

- (a) a resident Canadian director who is unable to be present approves in writing or by telephone or other communications facilities the business transacted at the meeting;
- (b) a majority of resident Canadians would have been present had that director been present at the meeting; and
- (c) the Corporation has only one or two directors, that director or one of the two directors, as the case may be, shall be a resident Canadian.

**3.2 Meetings by Telephone.** If all the directors present at or participating in the meeting consent, any or all of the directors may participate in a meeting of the board or of a committee of the board by means of such telephone, electronic or other communications facilities as to permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and any director participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the board and of committees of the board held while a director holds office.

**3.3 Place of Meetings.** Meetings of the board may be held at any place within or outside Ontario. In any financial year of the Corporation, a majority of the meetings of the board need not be held within Canada.

**3.4 Calling of Meetings.** Meetings of the board may be convened at any time by the president or any director upon notice given to all directors in accordance with subsection 3.5.

**3.5 Notice of Meeting.** Notice of the time and place of each meeting of the board shall be given in the manner provided in subsection 11.1 to each director (a) not less than 48 hours before the time when the meeting is to be held if the notice is mailed, or (b) not less than 24 hours before the time the meeting is to be held if the notice is given personally or is delivered or is sent by any means of transmitted or recorded communication.

**3.6 Waiver of Notice.** A director may in any manner or at any time waive notice of or otherwise consent to a meeting of the board. Attendance of a director at a meeting of the board shall constitute a waiver of notice of that meeting except where a director attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been properly called.

**3.7 First Meeting of New Board.** Provided a quorum of directors is present, each newly elected board may without notice hold its first meeting immediately following the meeting of shareholders at which such board is elected.

**3.8 Adjourned Meeting.** Notice of an adjourned meeting of the board is not required if the time and place of the adjourned meeting is announced at the original meeting.

**3.9 Regular Meetings.** The board may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of any resolution of the board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

**3.10 Chairman.** The chairman of any meeting of the board shall be the first mentioned of such of the following officers as have been appointed and who, with the exception of the Chairman of the Board, is a director and is present at the meeting: chairman of the board, managing director, president, or a vice-president (in order of seniority). If no such officer is present, the directors present shall choose one of their number to be chairman.

**3.11 Votes to Govern.** At all meetings of the board, every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes, the chairman of the meeting shall not be entitled to a second or casting vote.

**3.12 One Director Meeting.** Where the board consists of only one director, that director may constitute a meeting.

#### **Section Four COMMITTEES**

**4.1 Committee of Directors.** The board may appoint from their number one or more committees of the board, however designated, and delegate to such committee any of the powers of the board except those which, under the Act, a committee of the board has no authority to exercise. A majority of the members of any such committee shall be resident Canadians.

**4.2 Audit Committee.** If the Corporation is an offering corporation the board shall, and otherwise the board may, constitute an audit committee composed of not fewer than three directors, a majority of whom are not officers or employees of the Corporation or any of its affiliates, and who shall hold office until the next annual meeting of shareholders. The audit committee shall have the powers and duties provided in the Act.

**4.3 Transaction of Business.** The powers of a committee of the board may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place within or outside Ontario.

**4.4 Procedure.** Unless otherwise determined by the board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure. To the extent that the board or the committee does not establish rules to regulate the procedure of the committee, the provisions of this by-law applicable to meetings of the board shall apply mutatis mutandis.

#### **Section Five OFFICERS**

**5.1 Appointment.** The board may designate the offices of the Corporation and from time to time appoint a chairman of the board, managing director (provided he is a resident Canadian), president, one or more vice-presidents (to which title may be added words indicating seniority or function), a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate to such officers powers to manage the business and affairs of the Corporation. One person may hold more than one office and, except for the chairman of the board and the managing director, an officer need not be a director.

**5.2 Chairman of the Board.** If appointed, the board may assign to the chairman of the board any of the powers and duties that are by any provisions of this by-law assigned to the managing director or to the president and subject to the Act, such other powers and duties as the board may specify. The chairman of the board shall, when present, preside at all meetings of the board and shareholders. Subject to subsections 3.10 and 7.9, during the absence or disability of the chairman of the board, his duties shall be performed and his powers exercised by the first mentioned of the following officers then in office: the managing director, the president, or a vice-president (in order of seniority).

**5.3 Managing Director.** If appointed, the managing director shall be the chief executive officer and, subject to the authority of the board, shall have general supervision of the business and affairs of the Corporation; and he shall, subject to the provisions of the Act, have such other powers and duties as the board may specify. During the absence or disability of the president, or if no president has been appointed, the managing director shall also have the powers and duties of that office.

**5.4 President.** If appointed, the president shall have general supervision of the business and affairs of the Corporation, subject to the direction and authority of the board, the chairman of the board and the managing director; and he shall have such other powers and duties as the board may specify. During the absence or disability of the managing director, or if no managing director has been appointed, the president shall also have the powers and duties of that office. In the absence of the appointment of a managing director or the designation of the chairman of the board as such, the president shall be the chief executive officer of the Corporation. Otherwise, the president shall be the chief operating officer of the Corporation.

**5.5 Vice-President.** The vice-president, or if more than one, the vice-presidents, in order of seniority as designated by the board, shall be vested with all the powers and perform all the duties of the president in his absence, inability or refusal to act except that he shall not preside at any meeting of the directors unless he is appointed to do so by the board. A vice-president shall have such powers and duties as the board or the chief executive officer may specify.

**5.6 Secretary.** The secretary shall attend and be the secretary of all meetings of the board, shareholders and committees of the board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers and auditors; he shall be the custodian of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the board or the chief executive officer may specify.

**5.7 Treasurer.** The treasurer shall keep or cause to be kept proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he shall render to the board whenever required an account of all his transactions as treasurer and of the financial position of the corporation; and he shall have such other powers and duties as the board or the chief executive officer may specify.

**5.8 Powers and Duties of Other Officers.** The powers and duties of all other officers shall be such as the terms of their engagement call for or as the board or the chief executive officer may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the board or the chief executive officer otherwise directs.

**5.9 Variation of Powers and Duties.** Subject to the provisions of the Act, the board may from time to time vary, add to or limit the powers and duties of any officer.

**5.10 Term of Office.** The board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract. Otherwise, each officer appointed by the board shall hold office until his successor is appointed, except that the term of office of the chairman of the board or managing director shall expire when the holder thereof ceases to be a director.

**5.11 Agents and Attorneys.** The board shall have power from time to time to appoint agents or attorneys for the Corporation in or out of Ontario with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

**5.12 Fidelity Bonds.** The board may require such officers, employees and agents of the Corporation as the board deems advisable to furnish bonds for the faithful discharge of their duties, in such form and with such surety as the board may from time to time prescribe.

## **Section Six PROTECTION OF DIRECTORS AND OFFICERS**

**6.1 Limitation of Liability.** No director or officer shall be liable for the acts, receipts, neglects or defaults of any other director, officer, employee, or agent, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own wilful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act or from liability for any breach thereof.

**6.2 Indemnity.** The Corporation shall indemnify and save harmless every director or officer, every former director or officer, and every person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor (or a person who undertakes or has undertaken any liability on behalf of the Corporation or any such body corporate) and his heirs and legal representatives,

from and against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if:

- (a) he acted honestly and in good faith with a view to the best interests of the Corporation; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

**6.3 Insurance.** Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of any person referred to in subsection 6.2 hereof, as the board may from time to time determine.

### **Section Seven MEETINGS OF SHAREHOLDERS**

**7.1 Annual Meetings.** The annual meeting of shareholders shall be held at such time in each year and, subject to subsection 7.3, at such place as the board, the chairman of the board, the managing director or the president may from time to time determine, for the purpose of considering the financial statements and reports required by the Act to be placed before the annual meeting, electing directors, appointing auditors and fixing or authorizing the board to fix their remuneration, and for the transaction of such other business as may properly be brought before the meeting.

**7.2 Special Meetings.** The board, the chairman of the board, the managing director or the president or any registered shareholder shall have power to call a special meeting of shareholders at any time.

**7.3 Place of Meetings.** Meetings of shareholders shall be held at the place where the registered office of the Corporation is situate or, if the board shall so determine, at some other place within or outside of Ontario.

**7.4 Meetings by Telephone.** If all the shareholders present at or participating in the meeting consent, any or all of the shareholders may participate in a meeting of the shareholders by means of such telephone, electronic or other communications facilities as to permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and any shareholder participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the shareholders while such individual(s) continue to be a shareholder.

**7.5 Notice of Meetings.** Notice of the time and place of each meeting of shareholders (and of each meeting of shareholders adjourned for an aggregate of 30 days or more) shall be given in the manner provided in subsection 11.1 not less than ten days (or such lesser number of days then required under the Act or any other applicable legislation, regulation or administrative policy), unless the Corporation is an offering corporation in which case not less

than 21 days, nor, in either case, more than 50 days before the date of the meeting, to each director, to the auditor and to each shareholder who at the close of business on the record date for notice, if any, is entered in the securities register as the holder of one or more shares carrying the right to vote at the meeting. Notice of a meeting of shareholders called for any purpose other than consideration of the financial statements and auditor's report, election of directors and re-appointment of the incumbent auditor shall state the nature of such business in sufficient detail to permit a shareholder to form a reasoned judgment thereon and shall state the text of any special resolution or by-law to be submitted to the meeting. A shareholder and any other person entitled to attend a meeting of shareholders may in any manner and at any time waive notice of or otherwise consent to a meeting of shareholders. Attendance of any such person at a meeting of shareholders shall constitute a waiver of notice of the meeting except where he attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not properly called.

**7.6 List of Shareholders Entitled to Notice.** For every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares entitled to vote at the meeting held by each shareholder. If a record date for the meeting is fixed pursuant to subsection 7.7, the shareholders listed shall be those registered at the close of business on the record date and such list shall be prepared not later than ten days after such record date. If no record date is fixed, the list shall be prepared at the close of business on the day immediately preceding the day on which notice of the meeting is given, or where no such notice is given, the day on which the meeting is held and shall list all shareholders registered at such time. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the securities register is kept and at the place where the meeting is held.

**7.7 Record Date for Notice.** The board may fix in advance a record date, preceding the date of any meeting of shareholders by not more than 50 days and not less than 21 days, for the determination of the shareholders entitled to notice of the meeting; and notice of any such record date shall be given not less than seven days before such record date by newspaper advertisement in the manner provided in the Act. If no record date is so fixed, the record date for the determination of the shareholders entitled to notice of the meeting shall be the close of business on the day immediately preceding the day on which the notice is given.

**7.8 Meetings Without Notice.** A meeting of shareholders may be held without notice at any time and place permitted by the Act in accordance with the requirements of the Act and any other applicable legislation, regulation or administrative policy. At such a meeting, any business may be transacted which the Corporation at a meeting of shareholders may transact.

**7.9 Chairman, Secretary and Scrutineers.** The chairman of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: chairman of the board, managing director, president, or a vice-president who is a shareholder. If no such officer is present within 15 minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of



their number to be chairman. If the secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

**7.10 Persons Entitled to be Present.** The only persons entitled to be present at a meeting of the shareholders shall be those entitled to vote thereat, the directors and auditor of the Corporation and others who, although not entitled to vote, are entitled or required under any provision of the Act, the articles or the by-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

**7.11 Quorum.** A quorum for the transaction of business at any meeting of shareholders shall be two persons, present in person, each being a shareholder entitled to vote thereat or a duly appointed proxy for an absent shareholder so entitled. Notwithstanding the foregoing, if the Corporation has only one shareholder, or only one shareholder of any class or series of shares, the shareholder present in person or by proxy constitutes a meeting and a quorum for such meeting.

**7.12 Right to Vote.** Subject to the provisions of the Act as to authorized representatives of any other body corporate, at any meeting of shareholders in respect of which the Corporation has prepared the list referred to in subsection 7.6, every person who is named in such list shall be entitled to vote the shares shown thereon opposite his name except to the extent that such person has transferred any of his shares after the date on which the list is prepared or, where a record date has been fixed, after the record date and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he owns such shares, demands at any time prior to the meeting that his name be included to vote the transferred shares at the meeting. In the absence of a list prepared as aforesaid in respect of a meeting of shareholders, every person shall be entitled to vote at the meeting who at the time is entered in the securities register as the holder of one or more shares carrying the right to vote at such meeting.

**7.13 Proxies.** Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney and shall conform with the requirements of the Act.

**7.14 Time for Deposit of Proxies.** The board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting by not more than 48 hours exclusive of non-business days, before which time proxies to be used at such meeting must be deposited. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, unless it has been received by the secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

**7.15 Joint Shareholders.** If two or more persons hold shares jointly, any one of them present in person or represented by proxy at a meeting of shareholders may, in the absence of the other or others, vote the shares; but if two or more of those persons are present in person or represented by proxy and vote, they shall vote as one the shares jointly held by them.

**7.16 Votes to Govern.** At any meeting of shareholders every question shall, unless otherwise required by law, be determined by the majority of the votes cast on the question. In the case of an equality of votes either upon a show of hands or upon a ballot, the chairman of the meeting shall not be entitled to a second or casting vote.

**7.17 Show of Hands.** Subject to the provisions of the Act, any question at a meeting of shareholders shall be decided by a show of hands unless a ballot thereon is required or demanded as hereinafter provided. Upon a show of hands, every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting as to the result of the vote upon the question and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of such question, and the result of the vote so taken shall be the decision of the shareholders upon such question.

**7.18 Ballots.** On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may demand a ballot. A ballot so demanded shall be taken in such manner as the chairman shall direct. A demand for a ballot may be withdrawn at any time prior to the taking of the ballot. The result of the ballot so taken shall be the decision of the shareholders upon the question.

**7.19 Resolution in Writing.** A resolution in writing signed by all of the shareholders entitled to vote on that resolution at a meeting of shareholders (or such lesser number of shareholders as are then required for a written resolution to be effective pursuant to the Act and any other applicable legislation, regulation or administrative policy) is as valid as if it had been passed at a meeting of the shareholders unless a written statement with respect to the subject matter of the resolution is submitted by a director or the auditor in accordance with the Act.

## **Section Eight SECURITIES**

**8.1 Registration of Transfer.** Subject to the provisions of the Act, no transfer of shares shall be registered in a securities register except upon presentation of the certificate representing such shares with a transfer endorsed thereon or delivered therewith duly executed by the registered holder or by his attorney or successor duly appointed, together with such reasonable assurance or evidence of signature, identification and authority to transfer as the board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the board, upon compliance with such restrictions on transfer as are authorized by the articles and upon satisfaction of any lien referred to in subsection 8.4.

**8.2 Transfer Agents and Registrars.** The board may from time to time appoint a registrar to maintain the securities register and a transfer agent to maintain the register of transfers and may also appoint one or more branch registrars to maintain branch securities registers and one or more branch transfer agents to maintain branch registers of transfers, but one person may be appointed both registrar and transfer agent. The board may at any time terminate any such appointment.

**8.3 Lien on Shares.** The Corporation has a lien on any share or shares registered in the name of a shareholder or his legal representative for any debt of that shareholder to the Corporation.

**8.4 Enforcement of Lien.** The lien referred to in subsection 8.3 may be enforced by any means permitted by law and:

- (a) where the share or shares are redeemable pursuant to the articles of the Corporation by redeeming such share or shares and applying the redemption price to the debt;
- (b) subject to the Act, by purchasing the share or shares for cancellation for a price equal to the book value of such share or shares and applying the proceeds to the debt;
- (c) by selling the share or shares to any third party whether or not such party is at arm's length to the Corporation, and including, without limitation, any officer or director of the Corporation, for the best price which the directors consider to be obtainable for such share or shares; or
- (d) by refusing to register a transfer of such share or shares until the debt is paid.

**8.5 Security Certificates.** Every holder of securities of the Corporation shall be entitled, at his option, to a security certificate, or to a non-transferable written acknowledgement of his right to obtain a security certificate, stating the number and designation, class or series of securities held by him as shown on the securities register. Security certificates and acknowledgements of a securities holder's right to a security certificate, respectively, shall be in such form as the board shall from time to time approve. Any security certificate shall be signed in accordance with subsection 10.1. A security certificate shall be signed manually by at least one director or officer of the Corporation or by or on behalf of the transfer agent and/or registrar. Any additional signatures required may be printed or otherwise mechanically reproduced. A security certificate executed as aforesaid shall be valid notwithstanding that one of the directors or officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate.

**8.6 Replacement of Security Certificates.** The board, any officer or any agent designated by the board may in its or his discretion direct the issue of a new security certificate in lieu of and upon cancellation of a security certificate that has been mutilated. In the case of a

security certificate claimed to have been lost, destroyed or wrongfully taken, the board, any officer or any agent designated by the board shall issue a substitute security certificate if so requested before the Corporation has notice that the security has been acquired by a bona fide purchaser. The issuance of the substitute security certificate shall be on such reasonable terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the board or the officer or the agent designated by the board responsible for such issuance may from time to time prescribe, whether generally or in any particular case.

**8.7 Joint Shareholders.** If two or more persons are registered as joint holders of any security, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons may give effectual receipts for the certificate issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such security.

**8.8 Deceased Security Holders.** Subject to the provisions of paragraph 8.9 below, in the event of the death of a holder of any security, the Corporation shall not be required to make any entry in the securities register in respect thereof or to make payment of any dividends thereon except upon production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation, which reasonable requirements shall in the discretion of the board not necessarily include the production of letters probate or letters of administration.

**8.9 Deceased Jointly-Held Security Holders.** Where a share is registered in the name of two or more persons as joint holders with rights of survivorship, upon satisfactory proof of the death of one joint holder and without the requirement of letters probate or letters of administration, the Corporation shall treat the surviving joint holder(s) as the sole owner(s) of the share effective as of the date of death of such joint holder and the Corporation shall make the appropriate entry in the securities register to reflect such ownership.

## **Section Nine DIVIDENDS AND RIGHTS**

**9.1 Dividends.** Subject to the provisions of the Act, the board may from time to time by resolution declare and the Corporation may pay dividends to the shareholders according to their respective rights and interests in the Corporation.

Dividends may be paid in money or property, subject to the restrictions on the declaration and payment thereof under the Act, or by issuing fully paid shares of the Corporation or options or rights to acquire fully paid shares of the Corporation.

**9.2 Dividend Cheques.** A dividend payable in cash shall be paid by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to

the order of all of such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus the amount of any tax which the Corporation is required to and does withhold.

**9.3 Non-receipt of Cheques.** In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the board may from time to time prescribe, whether generally or in any particular case.

**9.4 Record Date for Dividends and Rights.** The board may fix in advance a date as a record date for the determination of the persons entitled to receive payment of dividends and to subscribe for securities of the Corporation, provided that such record date shall not precede by more than 50 days the particular action to be taken. Notice of any such record date shall be given not less than seven days before such record date, by newspaper advertisement in the manner provided in the Act, unless notice of the record date is waived by every holder of a share of the class or series affected whose name is set out in the securities register at the close of business on the day the directors fix the record date. If the shares of the Corporation are listed for trading on one or more stock exchanges in Canada, notice of such record date shall also be sent to such stock exchanges. Where no record date is fixed in advance as aforesaid, the record date for the determination of the persons entitled to receive payment of any dividend or to exercise the right to subscribe for securities of the Corporation shall be at the close of business on the day on which the resolution relating to such dividend or right to subscribe is passed by the board.

**9.5 Unclaimed Dividends.** Any dividend unclaimed after a period of six years from the date on which it has been declared to be payable shall be forfeited and shall revert to the Corporation.

## **Section Ten GENERAL**

**10.1 Execution of Instruments.** Contracts, documents and other instruments in writing may be signed on behalf of the Corporation by such person or persons as the board may from time to time by resolution designate. In the absence of an express designation as to the persons authorized to sign either contracts, documents or instruments in writing generally or to sign specific contracts, documents or instruments in writing, any one of the directors or officers of the Corporation may sign contracts, documents or instruments in writing on behalf of the Corporation. The corporate seal, if any, of the Corporation may be affixed to any contract, obligation or instrument in writing requiring the corporate seal of the Corporation by any person authorized to sign the same on behalf of the Corporation.

The phrase "contracts, documents and other instruments in writing" as used in this provision shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of securities, all paper writings, all cheques, drafts or orders for the payment of money and all notes, acceptances and bills of exchange.

**10.2 Voting Rights in other Corporations.** All securities carrying voting rights of any other corporation held from time to time by the Corporation may be voted at any and all meetings of shareholders, bond holders, debenture holders or holders of other securities (as the case may be) of such other corporation and in such manner as the board may from time to time determine. Any person or persons authorized to sign on behalf of the Corporation may also from time to time execute and deliver for and on behalf of the Corporation proxies and/or arrange for the issuance of voting certificates and/or other evidence of the right to vote in such names as they may determine.

## **Section Eleven NOTICES**

**11.1 Method of Sending Notice.** Any notice (which term includes any communication or document) to be sent pursuant to the Act, the articles, the by-laws or otherwise to a shareholder, director, officer, or to the auditor shall be sufficiently sent if delivered personally to the person to whom it is to be sent or if delivered to his recorded address or if mailed to him at his recorded address by prepaid mail or if sent to him at his recorded address by any means of prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been sent when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been sent when deposited in a post office or public letter box and shall be deemed to have been received on the fifth day after so depositing; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been sent when dispatched by the Corporation if it uses its own facilities and otherwise when delivered to the appropriate communication company or agency or its representative for dispatch. The secretary may change or cause to be changed the recorded address of any shareholder, director, officer or auditor in accordance with any information believed by him to be reliable. The recorded address of a director shall be his latest address as shown in the records of the Corporation or in the most recent notice filed under the Corporations Information Act, whichever is the more current.

**11.2 Notice to Joint Shareholders.** If two or more persons are registered as joint holders of any share, any notice shall be addressed to all of such joint holders but notice sent to one of such persons shall be sufficient notice to all of them.

**11.3 Computation of Time.** In computing the date when notice must be sent under any provision requiring a specified number of days notice of any meeting or other event, both the date of sending the notice and the date of the meeting or other event shall be excluded.

**11.4 Undelivered Notices.** If any notice sent to a shareholder pursuant to subsection 11.1 is returned on three consecutive occasions because the shareholder cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

**11.5 Omissions and Errors.** The accidental omission to send any notice to any shareholder, director, officer or to the auditor or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

**11.6 Persons Entitled by Operation of Law.** Every person who, by operation of law, transfer or by any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly sent to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled).

**11.7 Deceased Shareholders.** Any notice duly sent to any shareholder shall be deemed to have been duly served in respect of the shares held by the shareholder (whether held solely or with other persons), notwithstanding that such shareholder is then deceased and whether or not the Corporation has notice of his death, until some other person is entered in his stead in the securities register of the Corporation as the holder or as one of the holders thereof and such service shall for all purposes be deemed a sufficient service of notice to his heirs, executors or administrators and all persons, if any, interested with him in such shares.

**11.8 Waiver of Notice.** Any shareholder (or his duly appointed proxyholder), director, officer or auditor may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under any provisions of the Act, the regulations thereunder, the articles, the by-laws or otherwise and such waiver or abridgement shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing except a waiver of notice of a meeting of shareholders or of the board which may be given in any manner.

**11.9 Execution of Notices.** The signature of any director or officer of the Corporation to any notice may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

**11.10 Proof of Service.** A certificate of any officer or director of the Corporation in office at the time of making of the certificate or of an agent of the Corporation as to facts in relation to the sending of any notice to any shareholder, director, officer or auditor or publication of any notice shall be conclusive evidence thereof and shall be binding on every shareholder, director, officer or auditor of the Corporation, as the case may be.

The foregoing resolution making By-law No. 1 of the Corporation, being a by-law relating generally to the regulation of the business and affairs of the Corporation, is hereby signed by the sole director of the Corporation.

**DATED** the 6th day of July, 2000.

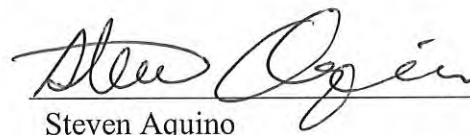


---

Michael Solano

The foregoing By-law No. 1 of the Corporation, made by the sole director, is hereby confirmed by the sole shareholder of the Corporation entitled to vote at a meeting of shareholders.

**DATED** the 6th day of July, 2000.



---

Steven Aquino



# Appendix “E”

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR  
OF  
1428508 ONTARIO INC.  
(the "Corporation")**

---

**BE IT RESOLVED THAT:**

**APPOINTMENT OF OFFICERS**

The following person be and is hereby appointed officers of the Corporation for the ensuing fiscal year or until his/her successors are elected or appointed:

**President: Michael Solano**

**Secretary: Michael Solano**

**THE FOREGOING RESOLUTION** is hereby consented to by the signature of the sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

**DATED** the 9<sup>th</sup> day of May, 2013.



---

**MICHAEL SOLANO**

# Appendix “F”

**1428508 ONTARIO LIMITED**  
(the "Corporation")

**RESOLUTIONS OF THE SHAREHOLDER**

**RECITALS:**

- A. It has been brought to the attention of the Corporation that certain matters in the corporate records require clarification; and
- B. It is desirable to undertake confirmation proceedings for the purpose of confirming the current status of the proceedings which appear or should appear in the corporate records of the Corporation.

**RESOLVED THAT:**

1. The issuance and transfers of shares in the capital of the Corporation, as reflected in the shareholders' ledgers and registers and share transfer register of the Corporation, are confirmed.
2. The shareholders listed below are declared to be the shareholders of the Corporation holding the number and class of shares (collectively, the "Issued Shares") and represented by the share certificates set opposite their names and the Issued Shares are confirmed to be presently outstanding as fully paid and non-assessable shares of the Corporation and all other share certificates previously issued by the Corporation are cancelled:

Name of Shareholder	Number and Class of Shares	Certificate No.
1033803 Ontario Inc.	10 Common Shares	COM-2

3. The number of directors of the Corporation and the number of directors to be elected at each annual meeting of the shareholders is confirmed as being one (1).
4. All past appointments and elections of the directors of the Corporation made by the board of directors or the shareholders of the Corporation, as the case may be, are approved, ratified and confirmed and the shareholder confirms that the following individual is the current director of the Corporation as at the date hereof notwithstanding any past error or omission to the contrary with respect to their election or appointment:

Michael Solano

5. All actions of officers, directors and shareholders that ought to have been taken in respect of the annual meetings of the directors and shareholders of the Corporation relating to the financial years ended December 30, 2002 to December 30, 2005, inclusive, and December 30, 2013, including but not limited to the approval of the unaudited financial statements for the years ended December 30, 2002 to December 30, 2005, inclusive, and December 30, 2013, are adopted and construed as having been taken by the directors and shareholders of the Corporation.

6. Receipt of a copy of the unaudited financial statements for the year ended December 31, 2014, is acknowledged.
7. The appointment of no auditor for the Corporation for the financial years ended December 30, 2002 to December 30, 2006, inclusive, and December 30, 2014, is confirmed.
8. No auditor shall be appointed for the ensuing year.
9. All resolutions previously passed or purported to have been passed at any meeting or purported meeting of the shareholders of the Corporation or by signature of the shareholders of the Corporation as set out in the corporate records of the Corporation, since the date of incorporation of the Corporation, are approved, ratified and confirmed effective as at the date when the relevant resolutions were first passed or purported to have been passed.
10. All acts, proceedings, resolutions, contracts, elections, appointments and payments taken, enacted, made or done by past or present directors and officers and/or shareholders of the Corporation, since the date of incorporation of the Corporation, as recorded in or as evidenced by the minute books, records or other documents of the Corporation, including minutes of meetings and resolutions of the board of directors and shareholders notwithstanding the non-execution of certain documents, are approved, ratified and confirmed effective as of the date when the relevant acts, proceedings, resolutions, contracts, elections, appointments and payments were first taken, enacted, made or done.
11. These resolutions may be executed and delivered by means of facsimile or portable document format (PDF), which when so executed and delivered shall be an original.

*[Signature page follows]*

The foregoing resolutions are passed as evidenced by the signature of the shareholder of the Corporation entitled to vote pursuant to the provisions of the *Business Corporations Act* (Ontario).

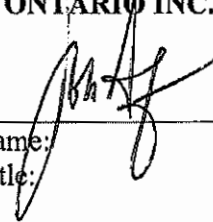
**DATED** December 30 ~~, 2015~~, 2014.

**1033803 ONTARIO INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'M. H. J.', is written over a horizontal line. The signature is cursive and somewhat stylized.

# Appendix “G”







# Appendix “H”



# Appendix “I”



## Profile Report

FORMA-CON CONSTRUCTION as of July 18, 2022

Act	Business Names Act
Type of Filing	Business Name Registration - Corporation
Name	FORMA-CON CONSTRUCTION
Business Identification Number (BIN)	210415907
Registration Status	Inactive - Expired
Registration Date	April 14, 2011
Expiry Date	April 13, 2016
Inactive Date	April 13, 2016
Principal Place of Business	407 Balsaltic Road, Concord, Ontario, Canada, L4K 4W8
Activity (NAICS Code)	[Not Provided] - [Not Provided]

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Registrant Information**

<b>Name</b>	1033803 ONTARIO INC.
<b>Type</b>	Ontario Business Corporation
<b>Status</b>	Active
<b>Ontario Corporation Number (OCN)</b>	1033803
<b>Governing Jurisdiction</b>	Canada - Ontario
<b>Registered or Head Office Address</b>	407 Basaltic Road, Concord, Ontario, Canada, L4K 4W8

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Person Authorizing Registration**

**Individual Name**

Austin PERISCO

**Address for Service**

[Not Provided] [Not Provided], [Not Provided], [Not Provided], [Not Provided], [Not Provided], [Not Provided]

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Document List

Filing Name	Effective Date
Business Name Registration for a Corporation PAF: AUSTIN PERISCO	April 14, 2011

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



# Appendix “J”



## Profile Report

FORMA-CON CONSTRUCTION as of March 01, 2022

Act	Business Names Act
Type of Filing	Business Name Registration - Corporation
Name	FORMA-CON CONSTRUCTION
Business Identification Number (BIN)	250674520
Registration Status	Inactive - Expired
Registration Date	July 06, 2015
Expiry Date	July 05, 2020
Inactive Date	July 05, 2020
Principal Place of Business	407 Basaltic Road, Concord, Ontario, Canada, L4K 4W8
Activity (NAICS Code)	[Not Provided] - [Not Provided]

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

### Registrant Information

Name	1033803 ONTARIO INC.
Type	Ontario Business Corporation
Status	Active
Ontario Corporation Number (OCN)	1033803
Governing Jurisdiction	Canada - Ontario
Registered or Head Office Address	407 Basaltic Road, Concord, Ontario, Canada, L4K 4W8

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Person Authorizing Registration**

**Individual Name**

John AQUINO

**Address for Service**

[Not Provided] [Not Provided], [Not Provided], [Not Provided], [Not Provided], [Not Provided], [Not Provided]

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## Document List

Filing Name	Effective Date
Business Name Registration for a Corporation PAF: JOHN AQUINO	July 06, 2015

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

*Barbara Duckitt*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

# Appendix “K”

# CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>			<b>Incorporation Date</b>
1428502	SECOND FLOOR LTD.			2000/07/06
				<b>Jurisdiction</b>
				ONTARIO
<b>Corporation Type</b>	<b>Corporation Status</b>			<b>Former Jurisdiction</b>
ONTARIO BUSINESS CORP.	CANC. BY C.T.			NOT AVAILABLE
<b>Registered Office Address</b>		<b>Date Amalgamated</b>	<b>Amalgamation Ind.</b>	
3730 KINGSTON ROAD		NOT APPLICABLE	NOT APPLICABLE	
TORONTO		<b>New Amal. Number</b>	<b>Notice Date</b>	
ONTARIO		NOT APPLICABLE	NOT APPLICABLE	
CANADA M1J 3H3			<b>Letter Date</b>	
<b>Mailing Address</b>			NOT APPLICABLE	
NOT AVAILABLE		<b>Revival Date</b>	<b>Continuation Date</b>	
		NOT APPLICABLE	NOT AVAILABLE	
		<b>Transferred Out Date</b>	<b>Cancel/Inactive Date</b>	
		NOT APPLICABLE	2007/02/19	
		<b>EP Licence Eff.Date</b>	<b>EP Licence Term.Date</b>	
		NOT APPLICABLE	NOT APPLICABLE	
		<b>Date Commenced in Ontario</b>	<b>Date Ceased in Ontario</b>	
		NOT APPLICABLE	NOT APPLICABLE	
<b>Activity Classification</b>		<b>Number of Directors</b>		
NOT AVAILABLE		Minimum Maximum		
		00001 00003		

# CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1428502	SECOND FLOOR LTD.

Corporate Name History	Effective Date
SECOND FLOOR LTD.	2000/07/06

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator: Name (Individual / Corporation)	Address
NORA CLEARY	2865 KINGSTON ROAD  TORONTO ONTARIO CANADA M1M 1N3

Date Began	First Director	Resident Canadian
2000/07/06	YES	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y



# CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1428502	SECOND FLOOR LTD.

Last Document Recorded		
Act/Code	Description	Date
BCAC	CANCELLED REQUEST CT	2007/03/04

**THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.**

**ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.**

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

# CORPORATION DOCUMENT LIST

## Ontario Corporation Number

1428502

## Corporation Name

SECOND FLOOR LTD.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
BCAC	CANCELLED REQUEST CT	241-4	2007/03/04
CTA	DEFAULT CORP TAX ACT	CT	2006/10/28
BCA	ARTICLES OF INCORPORATION	1	2000/07/06

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

# Appendix “L”

**Clearance Certificate / Certificat de décharge**

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd- mmm-yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High-Rise) 4222-002: Form Work (Low-Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000007S74U	29-Oct-2015 to 19-Nov- 2015

Clearance Certificate / Certificat de décharge

<b>Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur</b>	<b>Contractor Address / Adresse de l'entrepreneur</b>	<b>Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description</b>	<b>Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal</b>	<b>Principal Address / Adresse de l'entrepreneur principal</b>	<b>Clearance Certificate Number / Numéro du certificat de décharge</b>	<b>Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)</b>
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD. CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000007URTA	20-Nov-2015 to 19-Feb-2016

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000008WOIK	22-Feb-2016 to 19-May-2016

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000009K25H	20-May-2016 to 19-Aug-2016

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E200000A8PKV	22-Aug-2016 to 19-Nov-2016



**Clearance Certificate / Certificat de décharge**

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E200000AZJEM	24-Nov-2016 to 19-Feb-2017

# Appendix “M”

**THIS IS TO CERTIFY TO:** MOD Developments (197 Yonge) Limited Partnership

8 Price Street, 4th Floor  
Toronto, Ontario  
M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

**NAMED INSURED:** Forma Con Construction  
a Division of 1428508 Ontario Limited  
407 Basaltic Road,  
Concord, Ontario  
L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>( Applicable to Off Site Operations ONLY )</i> <i>( where Wrap-Up Liability is in effect for project noted herein )</i>  Each Occurrence Limit: <b>\$1,000,000</b> General Aggregate Limit: <b>\$5,000,000</b> Products and Completed Operations Aggregate Limit: <b>\$1,000,000</b> Non-Owned Automobile Liability: <b>\$1,000,000</b> Including: - Personal Injury, - Blanket Contractual Liability, - Cross Liability / Severability of Interest Clause	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2015 to January 1, 2016
<b>UMBRELLA LIABILITY</b> - In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497	Northbridge General Insurance Corporation Policy #: CBC 0626497	<b>\$19,000,000</b> Per occurrence	January 1, 2015 to January 1, 2016
<b>THIRD PARTY AUTOMOBILE LIABILITY</b> - Owned Vehicles	Northbridge General Insurance Corporation Policy #: CBC0622946	<b>\$1,000,000</b>	January 1, 2015 to January 1, 2016
<b>UMBRELLA LIABILITY</b> - In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946	Northbridge General Insurance Corporation Policy #: CBC0622946	<b>\$29,000,000</b> Per occurrence	January 1, 2015 to January 1, 2016
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$20,000,000</b>	Per Occurrence
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	Per Occurrence

**CONTRACTOR'S EQUIPMENT (Owned Schedule)** Northbridge General Insurance Corporation Equipment Owned and/or Long Term Leased by Named Insured  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0626497  
 January 1, 2015 to January 1, 2016

- **WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE** to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hirise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: October 30, 2015

At the office of: **MASTERS INSURANCE LIMITED**  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

**MASTERS INSURANCE LIMITED**

PER 

Michelle Beauvais  
(Authorized Representative)

## CERTIFICATE OF INSURANCE - 17-18-028

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of insurance as herein described have been issued to the Insured named this date.

NAMED INSURED: Forma Con Construction  
 a Division of 1428508 Ontario Limited  
 407 Bassett Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>(Applicable to Off Site Operations ONLY)</i> <i>(Wrap-Up Liability in effect for project noted herein)</i>	Northbridge General Insurance Corporation Policy #: CBC 0826497		January 1, 2017 to January 1, 2018
Each Occurrence Limit: \$1,000,000 General Aggregate Limit: \$5,000,000 Products and Completed Operations Aggregate Limit: \$1,000,000 Non-Owned Automobile Liability: \$1,000,000 Including: - Personal Injury, Broad Form Property Damage & Completed Operations - Blanket Contractual Liability, Contingent Employers Liability - Mould and Fungi, XCU Exclusion deleted - Rip & Tear-completed operations (\$500,000 per claim / aggregate) - Cross Liability / Severability of Interest Clause, Owners Contractors Protective - Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b> - In excess of Underlying Commercial General Liability Limit - Policy # CBC 0826497	Northbridge General Insurance Corporation Policy #: CBC 0826497	\$19,000,000 Per occurrence	January 1, 2017 to January 1, 2018
<b>THIRD PARTY AUTOMOBILE LIABILITY</b> - Owned Vehicles	Northbridge General Insurance Corporation Policy #: CBC0822948	\$1,000,000	January 1, 2017 to January 1, 2018
<b>UMBRELLA LIABILITY</b> - In excess of Third Party Automobile Liability Limits - Policy # CBC 0822948	Northbridge General Insurance Corporation Policy #: CBC0822948	\$29,000,000 Per occurrence	January 1, 2017 to January 1, 2018
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$20,000,000</b>	<b>Per Occurrence</b>
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>

**CONTRACTOR'S EQUIPMENT (Owned Schedule)** Northbridge General Insurance Corporation Equipment Owned and/or Long Term Leased by Named Insured  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0826497 January 1, 2017 to January 1, 2018

- WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

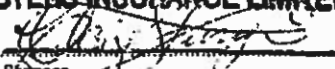
It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: December 29, 2016

At the office of: MASTERS INSURANCE LIMITED  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

**MASTERS INSURANCE LIMITED**

PER   
 Claire Stinson  
 (Authorized Representative)

# Appendix “N”

**UNANIMOUS SHAREHOLDER AGREEMENT** is made December 30, 2014

**BETWEEN:**

**1033803 ONTARIO INC.,**

(the "**Shareholder**")

- and -

**Michael Solano,**

(the "**Director**").

**RECITALS:**

- A. Section 108 of the *Business Corporations Act* (Ontario) (the "**Act**") permits all of the shareholders of 1428508 Ontario Limited (the "**Corporation**") to enter into a unanimous shareholder agreement that restricts in whole or in part, the discretion or powers of the Director of the Corporation to manage, or supervise the management of, the business and affairs of the Corporation.
- B. The Shareholder is the registered holder and beneficial owner of all of the issued and outstanding shares of the Corporation and desires to enter into this Agreement with the intent that it shall constitute a unanimous shareholder agreement for the purpose of restricting the powers of the Director of the Corporation to manage, or supervise the management, of the business and affairs of the Corporation.
- C. In accordance with the articles and by-laws of the Corporation and the Act, the Director has been elected or appointed the director of the Corporation.

**THEREFORE** the parties agree as follows:

1. The rights, powers and duties of the Director of the Corporation and all other persons who may hereafter be elected or appointed as directors of the Corporation to manage, or supervise the management of, the business and affairs of the Corporation, whether such rights, powers or duties arise under the Act, the articles or the by-laws of the Corporation, or otherwise, are wholly restricted with the effect that each of them will have no rights, powers or duties whatsoever as a director of the Corporation.
2. The Director and all other persons who may hereafter be elected or appointed as directors of the Corporation are wholly relieved of all their rights, powers, duties, obligations and liabilities imposed upon them as directors of the Corporation whether arising under the Act or otherwise.
3. The Shareholder assumes all rights, powers, duties, obligations and liabilities of the Director of the Corporation and all other persons who may hereafter be elected or appointed as directors of the Corporation whether arising under the Act or otherwise.

4. All share certificates of the Corporation shall bear a conspicuous notation to the effect that the rights and obligations of the holders of such certificates are affected by the terms of this Agreement.
5. The rights, powers and duties assumed by the Shareholder under this Agreement shall be exercised or performed to the extent appropriate, by instrument in writing executed by the Shareholder and any transferee of any shares of the Corporation registered in the name of the Shareholder.
6. The parties shall sign such further and other papers, cause such meetings to be held, votes cast, special resolutions and resolutions passed, by-laws enacted and documents executed, and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable to give full effect to this Agreement.
7. This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
8. Each party submits to the exclusive jurisdiction of any Ontario courts sitting in Toronto in any action, application, reference or other proceeding arising out of or related to this Agreement and agrees that all claims in respect of any such action, application, reference or other proceeding shall be heard and determined in such Ontario courts. Each of the parties irrevocably waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action, application or proceeding.
9. This Agreement shall enure to the benefit of and be binding upon the parties to this Agreement, all future shareholders of the Corporation and all persons who may hereafter be elected or appointed directors of the Corporation, and their respective heirs, executors, administrators, successors and assigns.
10. This Agreement may not be terminated or amended without the written consent of all persons who are then directors of the Corporation. In the event of any attempt to terminate or amend this Agreement without such written consent, this Agreement shall constitute written notice to the Corporation of the immediate effective resignation of all such directors who have not so consented.
11. This Agreement shall be effective as of and from the date hereof and shall remain in full force and effect until terminated in accordance with the provisions of paragraph 10 hereof.
12. This Agreement may be executed in counterparts and delivered by means of facsimile or portable document format (PDF), each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same agreement.

*[Signature page follows]*

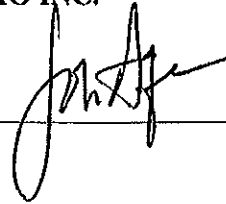
**IN WITNESS OF WHICH** the parties have duly executed this Agreement.

**1033803 ONTARIO INC.**

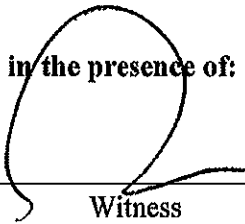
By: \_\_\_\_\_

Name: \_\_\_\_\_

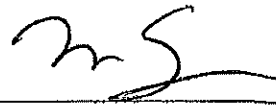
Title: \_\_\_\_\_



**SIGNED in the presence of:**



\_\_\_\_\_  
Witness



\_\_\_\_\_  
**Michael Solano**



# Appendix “P”

**THIS DISSOLUTION AGREEMENT** is made December 31, 2014

**BETWEEN:**

**1428508 ONTARIO LIMITED**

(the “**Transferor**”)

- and -

**1033803 ONTARIO INC.**

(the “**Transferee**”).

**RECITALS:**

- A. The Transferee is the legal and beneficial owner of all the issued and outstanding shares of the capital of the Transferor.
- B. The Transferee, as sole shareholder of the Transferor, has passed a special resolution of the Transferor under section 237(a) of the *Business Corporations Act* (Ontario) (the “**Act**”) authorizing the Transferor to distribute the property and discharge any liabilities of the Transferor on the dissolution of the Transferor and authorizing the dissolution of the Transferor.
- B. The Transferee of the Transferor have entered into a unanimous shareholder agreement made as of December 30, 2014 that wholly restricts the rights, powers and duties of the directors of the Transferor to manage, or supervise the management of, the business and affairs of the Transferor.

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

- 1. Effective as at the date of this Agreement, the Transferor grants, assigns, transfers, conveys and sets over to the Transferee, as part of the winding-up of the Transferor and the distribution thereon of its property to the Transferee, all of the right, title and interest of the Transferor in and to all of its property, assets and business, both real and personal, movable and immovable, wherever situate, including, without limiting the generality of the foregoing, all cash on hand and in the bank, accounts receivable, refunds, rebates, contracts and goodwill, including, in particular, the goodwill of the name and all rights of whatsoever nature and kind to which the Transferor is entitled.
- 2. The Transferee expressly assumes and undertakes to pay and discharge and to indemnify and save harmless the Transferor in respect of all of the remaining liabilities and obligations of the Transferor (if any), but to the extent only of the amount received by the Transferee on the winding up and distribution provided for herein and in accordance with any limitations in the Act.
- 3. This Agreement shall not constitute an assignment or attempted assignment of any contract to which the Transferor is a party which is not assignable without the consent or approval of any third party and such consent or approval has not been obtained. Such

contracts shall be held in trust for the Transferee and performed by the Transferee in the name of the Transferor, and all benefits derived thereunder shall be for the account of the Transferee. The Transferee shall indemnify and save harmless the Transferor from and against all liabilities of every nature and kind arising out of or in any way connected with the performance by the Transferee in the name of the Transferor of any such contract not assigned to the Transferee.


4. The Transferee shall indemnify and save harmless the directors and officers of the Transferor from any and all liabilities of the Transferor, including federal and provincial income taxes, for which the directors and officers of the Transferor may become personally liable by virtue of this Agreement and the distribution of the property of the Transferor to the Transferee resulting from this Agreement.
5.
  - (a) The Transferor constitutes and appoints the Transferee, its successors and assigns, the true and lawful attorney of the Transferor for and in the name of, or otherwise on behalf of, the Transferor with full power of substitution to (i) do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and conveyance of any interest in the property, assets and business, both real and personal, movable and immovable, wherever situate of the Transferor to the Transferee, its successors and assigns; and (ii) make, execute and/or file any tax returns, elections, designations, forms or other filings or documents relating to the Transferor.
  - (b) The power of attorney set forth above is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor, and such power of attorney being coupled with an interest shall not be revoked by the certificate of dissolution being issued by the Ministry of Government and Consumer Services or be otherwise revoked.
6. The Transferor and the Transferee shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement.
7.
  - (a) Time is of the essence in the performance of the respective obligations of the parties hereto.
  - (b) This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
  - (c) This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

- (d) This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile signature or portable document format (PDF), and all such counterparts and facsimiles or PDF's together constitute one and the same agreement.

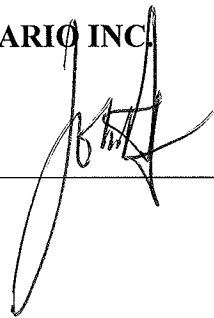
*[Signature page follows]*

**IN WITNESS OF WHICH** the parties have executed this Agreement.

**1428508 ONTARIO LIMITED**

By:   
\_\_\_\_\_  
Name:  
Title:

**1033803 ONTARIO INC.**

By:   
\_\_\_\_\_  
Name:  
Title:

# Appendix “O”

1428508 ONTARIO INC.  
(the "Corporation")

**RESOLUTIONS OF THE SOLE SHAREHOLDER**

**RESOLVED AS A SPECIAL RESOLUTION THAT:**

1. The property of the Corporation shall be distributed to the shareholder and any debts, obligations or liabilities shall be discharged, all effective on December 31, 2014.
2. Following the distribution of the property and the discharge of the liabilities, the Corporation be voluntarily dissolved pursuant to the provisions of subsection 237(a) of the *Business Corporations Act* (Ontario).
3. The entering into by the Corporation of a dissolution agreement (the "**Dissolution Agreement**"), substantially in the form of the draft agreement submitted to the shareholder, providing for the distribution of the Corporation's property to its shareholder, and the assumption by the shareholder of the Corporation's remaining debts and obligations, if any, all upon the terms and conditions set forth in the Dissolution Agreement, is authorized and approved.
4. Any officer of the Corporation is authorized and directed for and on behalf of the Corporation to negotiate, finalize, execute and deliver the Dissolution Agreement, with or without the corporate seal affixed, and with such additions, deletions or other changes as such officer may approve, such approval to be conclusively evidenced by such officer's execution and delivery of the Dissolution Agreement.
5. Any officer of the Corporation is authorized and directed to take any and all such further action and to negotiate, finalize, execute and deliver or to cause to be executed and delivered all such further documents, certificates, instruments, deeds and other instruments as such officer, in such officer's sole discretion, may deem desirable in order to give effect to these resolutions.
6. These resolutions may be executed by means of facsimile signature or portable document format (PDF), which when so executed and delivered shall be an original.

*[Signature page follows]*

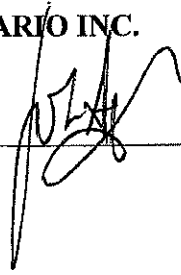
The foregoing resolutions are passed as evidenced by the signature of the shareholder of the Corporation pursuant to the provisions of the *Business Corporations Act* (Ontario).

**DATED** December 31 , ~~2013~~ 2014.

**1033803 ONTARIO INC.**

By: \_\_\_\_\_

Name:  
Title:

A handwritten signature in black ink, appearing to be 'J. H. ...', is written over a horizontal line. The signature is stylized and somewhat cursive.



# Appendix “Q”

**1428508 ONTARIO LIMITED**  
**(the "Corporation")**

**STATEMENT OF OFFICER**

I, **Michael Solano**, of the City of Brampton, in the Province of Ontario, solemnly state that:

1. I am the President and Secretary of the Corporation and, as such, have personal knowledge of the matters deposed to herein.
2. There are no proceedings pending in any court against the Corporation.
3. All property of the Corporation has been distributed.
4. All liabilities of the Corporation have been discharged.

**DATED** \_\_\_\_\_, 2015.

  
\_\_\_\_\_  
Michael Solano

# Appendix “R”



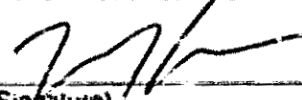
- 6 There are no proceedings pending in any court against the corporation.  
Aucune instance n'est en cours contre la société.
7. The corporation has obtained consent from the Minister of Revenue to the dissolution and has filed all notices and returns required under the *Corporations Information Act*.  
Le ministre du Revenu a approuvé la dissolution de la société. La société a déposé tous les avis et rapports requis par la *Loi sur les renseignements exigés des personnes morales*.

These articles are signed in duplicate.  
Les présents statuts sont signés en double exemplaire.

1428508 ONTARIO LIMITED

\_\_\_\_\_  
(Name of Corporation)  
(Dénomination sociale de la société)

By  
Par :

  
\_\_\_\_\_  
(Signature)  
(Signature)

\_\_\_\_\_  
President and Secretary  
(Description of Office)  
(Fonction)



Ministry of Finance  
 33 King Street West  
 PO Box 622  
 Oshawa ON L1H 8H6



Ontario Corporations Tax Account No. <b>7137774 194</b>
Federal Business No. <b>863740692 RC 0001</b>
Ontario Corporation No. <b>1428508</b>
Waiting Date <b>May 20, 2016</b>

ct

0000268

SONIA DAVIS  
 OSLER, HOSKIN & HARCOURT LLP  
 1 FIRST CANADIAN PLACE  
 PO BOX 50  
 TORONTO ON M5X 1B8

Re: 1428508 ONTARIO LIMITED

### Letter of Consent to Dissolve Corporation

The Minister of Finance is pleased to provide you with consent to dissolve the above named corporation, on the condition that within 60 days of the date of this letter, your Articles of Dissolution and the required fee are filed in the approved form and mailed to:

Ministry of Government Services (MGS)  
 Central Production & Verification Services Branch  
 393 University Avenue, Suite 200  
 Toronto ON M5G 2M2

Failure to deliver this consent to the MGS within the specified period, will subject your corporation to further filing requirements under the *Corporations Tax Act*. Once your corporation has been formally dissolved through the MGS, your Ontario Corporations Tax Account No. will be closed.

For additional assistance, filing instructions and forms, please visit the [ontario.ca/serviceontario](http://ontario.ca/serviceontario) website and direct yourself as follows:

*Business/Online Services/Operate A Business/Exiting a Business/  
 Services and Information for Exiting a Business - Closing a business/Articles of Dissolution - Form 10*

Alternatively, you may wish to contact the MGS at 416 314-8880 or toll free in Ontario at 1 800 361-3223.

#### Enquiries

1 800 959-5525 • TTY (Teletypewriter) 1 800 665-0354 • Ministry Website [ontario.ca/finance](http://ontario.ca/finance)

Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1E5  
416 597 4111 MAIN  
416 597 6666 FAX MAIN

Ref 1909317195  
OSLER

Toronto

June 21, 2016

Sonia Davis  
Direct Dial: (416) 862-6528  
sdavis@osler.com  
Our Member Number: 111460

Montreal

Calgary

Ottawa

**DELIVERED**

Vancouver

Ministry of Government and Consumer Services  
Suite 200  
393 University Avenue  
Toronto, ON M5G 2M2

New York

**1428508 Ontario Limited (the "Corporation")  
Ontario Corporation No. 1428508**

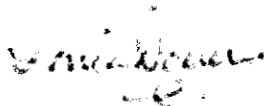
Enclosed are the following documents to effect the voluntary dissolution of the Corporation under the *Business Corporations Act* (Ontario):

1. Articles of Dissolution, in duplicate;
2. Consent of the Ontario Corporations Tax Branch to voluntary dissolution; and
3. Our firm cheque in the amount of \$25.00 in payment of the filing fees.

Please provide the Certificate and Articles of Dissolution as soon as possible and date the Certificate and Articles of Dissolution effective June 21, 2016.

Please give me a call if you have any questions.

Yours very truly,



Sonia Davis  
Supervising Law Clerk  
SD:jf

Enclosures

# Appendix “S”



*Oct 15*

**THIS IS TO CERTIFY TO:** MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

**NAMED INSURED:** Forma Con Construction  
 a Division of 1428508 Ontario Limited  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>(Applicable to Off Site Operations ONLY)</i> <i>(where Wrap-Up Liability is in effect for project noted herein)</i> Each Occurrence Limit: <b>\$1,000,000</b> General Aggregate Limit: <b>\$5,000,000</b> Products and Completed Operations Aggregate Limit: <b>\$1,000,000</b> Non-Owned Automobile Liability: <b>\$1,000,000</b> Including: - Personal Injury, - Blanket Contractual Liability, - Cross Liability / Severability of Interest Clause	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2015 to January 1, 2016
<b>UMBRELLA LIABILITY</b> - In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497	Northbridge General Insurance Corporation Policy #: CBC 0626497	<b>\$19,000,000</b> Per occurrence	January 1, 2015 to January 1, 2016
<b>THIRD PARTY AUTOMOBILE LIABILITY</b> - Owned Vehicles	Northbridge General Insurance Corporation Policy #: CBC0622946	<b>\$1,000,000</b>	January 1, 2015 to January 1, 2016
<b>UMBRELLA LIABILITY</b> - In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946	Northbridge General Insurance Corporation Policy #: CBC0622946	<b>\$29,000,000</b> Per occurrence	January 1, 2015 to January 1, 2016
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$20,000,000</b>	Per Occurrence
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	Per Occurrence

**CONTRACTOR'S EQUIPMENT (Owned Schedule)** Northbridge General Insurance Corporation Equipment Owned and/or Long Term Leased by Named Insured  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0626497  
 January 1, 2015 to  
 January 1, 2016

- WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hirise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: October 30, 2015

At the office of: **MASTERS INSURANCE LIMITED**  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

**MASTERS INSURANCE LIMITED**

PER 

Michelle Beauvais  
 (Authorized Representative)

**THIS IS TO CERTIFY TO:** MOD Developments (197 Yonge) Limited Partnership

8 Price Street, 4th Floor  
Toronto, Ontario  
M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

**NAMED INSURED:** Forma Con Construction  
a Division of 1428508 Ontario Limited  
407 Basaltic Road,  
Concord, Ontario  
L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>(Applicable to Off Site Operations ONLY)</i> <i>(where Wrap-Up Liability is in effect for project noted herein)</i>  Each Occurrence Limit: <b>\$1,000,000</b> General Aggregate Limit: <b>\$5,000,000</b> Products and Completed Operations Aggregate Limit: <b>\$1,000,000</b> Non-Owned Automobile Liability: <b>\$1,000,000</b> Including: - Personal Injury, - Blanket Contractual Liability, - Cross Liability / Severability of Interest Clause	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2015 to January 1, 2016
<b>UMBRELLA LIABILITY</b> - In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497	Northbridge General Insurance Corporation Policy #: CBC 0626497	<b>\$19,000,000</b> Per occurrence	January 1, 2015 to January 1, 2016
<b>THIRD PARTY AUTOMOBILE LIABILITY</b> - Owned Vehicles	Northbridge General Insurance Corporation Policy #: CBC0622946	<b>\$1,000,000</b>	January 1, 2015 to January 1, 2016
<b>UMBRELLA LIABILITY</b> - In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946	Northbridge General Insurance Corporation Policy #: CBC0622946	<b>\$29,000,000</b> Per occurrence	January 1, 2015 to January 1, 2016
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$20,000,000</b>	Per Occurrence
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	Per Occurrence

**CONTRACTOR'S EQUIPMENT (Owned Schedule)**  
 - All Risk, subject to policy Terms, Exclusions and Deductibles  
 Northbridge General Insurance Corporation  
 Policy #: CBC 0626497  
 Equipment Owned and/or Long Term Leased by Named Insured  
 January 1, 2015 to  
 January 1, 2016

- **WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE** to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hirise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: October 30, 2015

At the office of: **MASTERS INSURANCE LIMITED**  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

**MASTERS INSURANCE LIMITED**

PER 

Michele Beauvais  
(Authorized Representative)

15300

**POSTED**  
*12/2/15*

**REMITTANCE ADVICE**

FormaCon    Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number    mas02-00002491  
Cheque Date        Nov 17, 2015

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 10/31/15	MOD Developments (197 Yonge) Limited Partnership Appl#: 1	60001,0	1440,750.00	-144,075.00	0.00	1296,675.00
<b>Total Remittance</b>			<b>1440,750.00</b>	<b>-144,075.00</b>	<b>.00</b>	<b>1296,675.00</b>

**MOD Developments (197 Yonge) Limited Partnership**

Toronto, ON

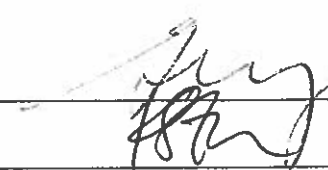
CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00002491

DATE    1 1 1 7 2 0 1 5  
         M M D D Y Y Y Y

PAY            \*One Million Two Hundred Ninety Six Thousand Six Hundred Seventy Five    \$ \*\*\*\*\* 1,296,675.00  
                 \*Dollars 00 Cents

TO            Forma-Con Construction  
THE          407 Basaltic Road  
ORDER       Concord, ON L4K 4W8  
OF

Per  \_\_\_\_\_  
Per \_\_\_\_\_

Canada



# FORMA-CON CONSTRUCTION

( A DIVISION OF 1428508 ONTARIO LIMITED )

407 Basaltic Road  
**200**  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013

**POSTED** **OK**

**APPLICATION FOR PAYMENT**

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

Project: 15300  
 MASSEY TOWER

Date: Oct 31/15

Appl #: 1

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
5. Total Progress	\$1,275,000.00	
6. Holdback	\$127,500.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$127,500.00	
9. Total Progress Less Curr.Holdback (5-8)	\$1,147,500.00	\$1,147,500.00
10. Less line 9 from previous application	\$0.00	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$1,147,500.00	
12. Balance Unpaid Under Contract (4-9)		\$19,281,500.00
13. GST/HST BN # 863740692	\$149,175.00	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$1,296,675.00	

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 1

Date - Oct 01/15 - Oct 31/15

Line# Description	Contract			Balance				
	Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	to Complete			
<u>Contract</u>								
<u>1000 MOBILIZATION</u>								
1001 CRANE ERECTION	300,000.00	100%	300,000.00	0%	0.00	100%	300,000.00	0.00*
1002 TRAILER MOBILIZATION	150,000.00	50%	75,000.00	0%	0.00	50%	75,000.00	75,000.00*
	-----		-----		-----		-----	
	450,000.00		375,000.00		0.00		375,000.00	75,000.00
<u>2000 BASEMENT 3 TO GROUND</u>								
2001 MAT SLAB	900,000.00	100%	900,000.00	0%	0.00	100%	900,000.00	0.00*
2002 FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	0%	0.00	0%	0.00	0%	0.00	1,000,000.00*
2003 FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	0%	0.00	0%	0.00	0%	0.00	1,000,000.00*
2004 FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	0%	0.00	0%	0.00	0%	0.00	1,000,000.00*
	-----		-----		-----		-----	
	3,900,000.00		900,000.00		0.00		900,000.00	3,000,000.00
<u>3000 GRND TO LEVEL 60/MPH/ROOF</u>								
3001 WALL/COLUMN/LEVEL 2	600,000.00	0%	0.00	0%	0.00	0%	0.00	600,000.00*
3002 WALL/COLUMN/LEVEL 3	600,000.00	0%	0.00	0%	0.00	0%	0.00	600,000.00*
3003 WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3004 WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3005 WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3006 WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3007 WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3008 WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3009 WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3010 WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3011 WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3012 WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3013 WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3014 WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3015 WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3016 WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3017 WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3018 WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3019 WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3020 WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3021 WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3022 WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3023 WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3024 WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3025 WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3026 WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3027 WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3028 WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3029 WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3030 WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 1

Date - Oct 01/15 - Oct 31/15

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
13031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
<del>13032</del>	<del>WALL/COLUMN/LEVEL 33</del>	<del>200,000.00</del>	<del>0%</del>	<del>0.00</del>	<del>0%</del>	<del>0.00</del>	<del>0%</del>	<del>0.00</del>	<del>200,000.00*</del>
<del>13033</del>	<del>WALL/COLUMN/LEVEL 34</del>	<del>200,000.00</del>	<del>0%</del>	<del>0.00</del>	<del>0%</del>	<del>0.00</del>	<del>0%</del>	<del>0.00</del>	<del>200,000.00*</del>
13034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
13046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		0.00		0.00		0.00	15,930,000.00
14000	DEMobilization	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	6%	1,275,000.00	0%	0.00	6%	1,275,000.00	19,154,000.00

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 1

Date - Oct 01/15 - Oct 31/15

Line# Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct--This Billing	Balance to Complete			
Total Contract	20,429,000.00	6%	1,275,000.00	0%	0.00	6%	1,275,000.00	19,154,000.00
Less Holdback on lines noted (*)			127,500.00		0.00		127,500.00	
Holdback Subtotal			1,147,500.00		0.00		1,147,500.00	
Plus GST/HST on 1,147,500.00 863740		692					149,175.00	
Total this Billing							1,296,675.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MASS300 - THE CORP OF HALL & ROY THOMSON HALL

204

Line# Description	Unit Pr UOM	Amount	Holdback	----- To Date ----- Units Pct	Value	Revised Pct/Value
Contract =====						
<u>C1000 MOBILIZATION</u>						100%
C1001 CRANE ERECTION	300,000	<del>350,000.00</del>	35,000.00	0.00	0.00	.....
C1002 TRAILER MOBILIZATION	150,000	<del>300,000.00</del>	30,000.00	0.00	0.00	50% .....
		650,000.00	65,000.00		0.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						100%
C2001 MAT SLAB	900,000	<del>1,300,000.00</del>	130,000.00	0.00	0.00	.....
C2002 FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100,000.00	0.00	0.00	.....
C2003 FDN WALL/COLUMN/BASEMENT 1 SLAB	OK	1,000,000.00	100,000.00	0.00	0.00	.....
C2004 FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100,000.00	0.00	0.00	.....
		4,300,000.00	430,000.00		0.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001 WALL/COLUMN/LEVEL 2		600,000.00	60,000.00	0.00	0.00	.....
C3002 WALL/COLUMN/LEVEL 3		600,000.00	60,000.00	0.00	0.00	.....
C3003 WALL/COLUMN/LEVEL 4		450,000.00	45,000.00	0.00	0.00	.....
C3004 WALL/COLUMN/LEVEL 5		450,000.00	45,000.00	0.00	0.00	.....
C3005 WALL/COLUMN/LEVEL 6		450,000.00	45,000.00	0.00	0.00	.....
C3006 WALL/COLUMN/LEVEL 7	OK	450,000.00	45,000.00	0.00	0.00	.....
C3007 WALL/COLUMN/LEVEL 8		450,000.00	45,000.00	0.00	0.00	.....
C3008 WALL/COLUMN/LEVEL 9		450,000.00	45,000.00	0.00	0.00	.....
C3009 WALL/COLUMN/LEVEL 10		450,000.00	45,000.00	0.00	0.00	.....
C3010 WALL/COLUMN/LEVEL 11		450,000.00	45,000.00	0.00	0.00	.....
C3011 WALL/COLUMN/LEVEL 12		400,000.00	40,000.00	0.00	0.00	.....
C3012 WALL/COLUMN/LEVEL 13		400,000.00	40,000.00	0.00	0.00	.....
C3013 WALL/COLUMN/LEVEL 14		400,000.00	40,000.00	0.00	0.00	.....



Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MASS300 - THE CORP OF HALL & ROY THOMSON HALL

205

Line#	Description	Unit	Pr	UOM	Amount	Holdback	----- To Date -----		Revised
							Units	Pct	Value
C3014	WALL/COLUMN/LEVEL 15				400,000.00	40,000.00		0.00	0.00 .....
C3015	WALL/COLUMN/LEVEL 16				300,000.00	30,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00	30,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00	30,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00	30,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00	30,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00	25,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00	25,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00	25,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00	25,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00	25,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00	20,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00	20,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00	20,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00	20,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00	20,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00	20,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00	20,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00	20,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00	20,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00	20,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00	20,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00	20,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00	20,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MASS300 - THE CORP OF HALL & ROY THOMSON HALL

206

Line#	Description	Unit Pr UOM	Amount	Holdback	----- To Date ----- Units Pct	Value	Revised Pct/Value
C3038	WALL/COLUMN/LEVEL 39		200,000.00	20,000.00	0.00	0.00	.....
C3039	WALL/COLUMN/LEVEL 40		200,000.00	20,000.00	0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	20,000.00	0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	20,000.00	0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	20,000.00	0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	20,000.00	0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	20,000.00	0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00	18,000.00	0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		150,000.00	15,000.00	0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		150,000.00	15,000.00	0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		150,000.00	15,000.00	0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		150,000.00	15,000.00	0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		150,000.00	15,000.00	0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		150,000.00	15,000.00	0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		150,000.00	15,000.00	0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		150,000.00	15,000.00	0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		100,000.00	10,000.00	0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		100,000.00	10,000.00	0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		100,000.00	10,000.00	0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58		100,000.00	10,000.00	0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		100,000.00	10,000.00	0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		100,000.00	10,000.00	0.00	0.00	.....
C3060	WALL/COLUMN/MPH		100,000.00	10,000.00	0.00	0.00	.....
C3061	WALL/COLUMN/EMR		100,000.00	10,000.00	0.00	0.00	.....

182,500  
each

150,000  
each

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MASS300 - THE CORP OF HALL & ROY THOMSON HALL

207

Ln# Description	Unit Pr UOM	Amount	Holdback	----- To Date -----		Revised
				Units	Pct	
C3062 WALL/COLUMN/ROOF SLAB		100,000.00	10,000.00	0.00		0.00 .....
		-----	-----			-----
		15,430,000.00	1,543,000.00			0.00
C4000 DEMOBILIZATION		<b>149,000</b> <del>49,000.00</del>	4,900.00	0.00		0.00 .....
		-----	-----			-----
		20,429,000.00	2,042,900.00			0.00
Additions to Contract						
=====						
Unapproved Additions o Contract						
=====						
GRAND TOTAL						
		20,429,000.00	2,042,900.00			0.00
Holdback Released						
=====						

==== End of Report ====

**Clearance Certificate / Certificat de décharge**

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd- mmm-yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High-Rise) 4222-002: Form Work (Low-Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000007S74U	29-Oct-2015 to 19-Nov- 2015

4675 Baltic Road  
209  
Concord, Ontario  
L4K 4W8

**FORMA-CON CONSTRUCTION**  
(A DIVISION OF 1428508 ONTARIO LIMITED)

Phone (905) 303-8010  
Fax (905) 303-8013

*WRONG COMPANY NAME*

*Replace w/ correct name*

APPLICATION FOR PAYMENT

THE CORP OF HALL & ROY THOMSON HALL  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3ZA

Project: 15300  
MASSEY TOWER

Date: Oct 31/15

Appl #: 1

Total

1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
5. Total Progress	\$1,275,000.00	
6. Holdback	\$127,500.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$127,500.00	
9. Total Progress Less Curr.Holdback (5-8)	\$1,147,500.00	\$1,147,500.00
10. Less line 9 from previous application	\$0.00	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$1,147,500.00	
12. Balance Unpaid Under Contract (4-9)		\$19,281,500.00
13. GST/HST BN # 863740692	\$149,175.00	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$1,296,675.00	

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 1

Date - Oct 01/15 - Oct 31/15

Line#	Description	Contract Value	Pct-----To Date	Pct---Prev Billed	Pct--This Billing	Balance to Complete
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	0%	0.00*
C1002	TRAILER MOBILIZATION	150,000.00	50%	75,000.00	0%	75,000.00*
		450,000.00		375,000.00	0.00	75,000.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	0%	0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	0%	0.00	0%	1,000,000.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	0%	0.00	0%	1,000,000.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	0%	0.00	0%	1,000,000.00*
		3,900,000.00		900,000.00	0.00	3,000,000.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	0%	0.00	0%	600,000.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	0%	0.00	0%	600,000.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00	0%	450,000.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00	0%	450,000.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00	0%	450,000.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00	0%	450,000.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00	0%	450,000.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	450,000.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	450,000.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	450,000.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	400,000.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	400,000.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	400,000.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	200,000.00*

20 - FORMA-CON CONSTRUCTION  
 Billing Application  
 15300- MASSEY TOWER

Application Number - 1 Date - Oct 01/15 - Oct 31/15

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
<del>C3032</del>	<del>WALL/COLUMN/LEVEL 33</del>	<del>200,000.00</del>	<del>0%</del>	<del>0.00</del>	<del>0%</del>	<del>0.00</del>	<del>0%</del>	<del>0.00</del>	<del>200,000.00*</del>
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		0.00		0.00		0.00	15,930,000.00
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	6%	1,275,000.00	0%	0.00	6%	1,275,000.00	19,154,000.00

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 1

Date - Oct 01/15 - Oct 31/15

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<hr/>						
	<b>Total Contract</b>	<b>20,429,000.00</b>	<b>6%</b>	<b>1,275,000.00</b>	<b>0%</b>	<b>19,154,000.00</b>
<hr/>						
	Less Holdback on lines noted (*)		127,500.00	0.00	127,500.00	
<hr/>						
	Holdback Subtotal		1,147,500.00	0.00	1,147,500.00	
	Plus GST/HST on 1,147,500.00 863740	692			149,175.00	
	<b>Total this Billing</b>				<b>1,296,675.00</b>	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_



Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MASS300 - THE CORP OF HALL & ROY THOMSON HALL

1613

Contract Description

Contract  
 =====

C1000 MOBILIZATION  
 C1001 CRANE ERECTION

C1002 TRAILER MOBILIZATION

C2000 BASEMENT 3 TO GROUND  
 C2001 MAT SLAB

C2002 FDN WALL/COLUMN/BASEMENT 2 SLAB

C2003 FDN WALL/COLUMN/BASEMENT 1 SLAB

C2004 FDN WALL/COLUMN/GROUND FLR SLAB

C3000 GRND TO LEVEL 60/MPH/ROOF

C3001 WALL/COLUMN/LEVEL 2

C3002 WALL/COLUMN/LEVEL 3

C3003 WALL/COLUMN/LEVEL 4

C3004 WALL/COLUMN/LEVEL 5

C3005 WALL/COLUMN/LEVEL 6

C3006 WALL/COLUMN/LEVEL 7

C3007 WALL/COLUMN/LEVEL 8

C3008 WALL/COLUMN/LEVEL 9

C3009 WALL/COLUMN/LEVEL 10

C3010 WALL/COLUMN/LEVEL 11

C3011 WALL/COLUMN/LEVEL 12

C3012 WALL/COLUMN/LEVEL 13

C3013 WALL/COLUMN/LEVEL 14

Unit Pr UOM	Amount	Holdback	To Date Units Pct	Revised Value Pct/Value
				100%
300,000	<del>350,000.00</del>	35,000.00	0.00	0.00
150,000	<del>300,000.00</del>	30,000.00	0.00	0.00
	650,000.00	65,000.00		0.00
				100%
900,000	<del>1,300,000.00</del>	130,000.00	0.00	0.00
	1,000,000.00	100,000.00	0.00	0.00
OK	1,000,000.00	100,000.00	0.00	0.00
	1,000,000.00	100,000.00	0.00	0.00
	4,300,000.00	430,000.00		0.00
	600,000.00	60,000.00	0.00	0.00
	600,000.00	60,000.00	0.00	0.00
	450,000.00	45,000.00	0.00	0.00
	450,000.00	45,000.00	0.00	0.00
	450,000.00	45,000.00	0.00	0.00
	450,000.00	45,000.00	0.00	0.00
	450,000.00	45,000.00	0.00	0.00
	450,000.00	45,000.00	0.00	0.00
	450,000.00	45,000.00	0.00	0.00
	450,000.00	45,000.00	0.00	0.00
	450,000.00	45,000.00	0.00	0.00
	400,000.00	40,000.00	0.00	0.00
	400,000.00	40,000.00	0.00	0.00
	400,000.00	40,000.00	0.00	0.00

OK

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MASS300 - THE CORP OF HALL & ROY THOMSON HALL

214

I2# Description	Unit Pr UOM	Amount	Holdback	----- To Date -----		Revised	
				Units	Pct	Value	Pct/Value
C3014 WALL/COLUMN/LEVEL 15		400,000.00	40,000.00		0.00	0.00	.....
C3015 WALL/COLUMN/LEVEL 16		300,000.00	30,000.00		0.00	0.00	.....
C3016 WALL/COLUMN/LEVEL 17		300,000.00	30,000.00		0.00	0.00	.....
C3017 WALL/COLUMN/LEVEL 18		300,000.00	30,000.00		0.00	0.00	.....
C3018 WALL/COLUMN/LEVEL 19		300,000.00	30,000.00		0.00	0.00	.....
C3019 WALL/COLUMN/LEVEL 20		300,000.00	30,000.00		0.00	0.00	.....
C3020 WALL/COLUMN/LEVEL 21		250,000.00	25,000.00		0.00	0.00	.....
C3021 WALL/COLUMN/LEVEL 22		250,000.00	25,000.00		0.00	0.00	.....
C3022 WALL/COLUMN/LEVEL 23		250,000.00	25,000.00		0.00	0.00	.....
C3023 WALL/COLUMN/LEVEL 24		250,000.00	25,000.00		0.00	0.00	.....
C3024 WALL/COLUMN/LEVEL 25		250,000.00	25,000.00		0.00	0.00	.....
C3025 WALL/COLUMN/LEVEL 26		200,000.00	20,000.00		0.00	0.00	.....
C3026 WALL/COLUMN/LEVEL 27		200,000.00	20,000.00		0.00	0.00	.....
C3027 WALL/COLUMN/LEVEL 28		200,000.00	20,000.00		0.00	0.00	.....
C3028 WALL/COLUMN/LEVEL 29		200,000.00	20,000.00		0.00	0.00	.....
C3029 WALL/COLUMN/LEVEL 30		200,000.00	20,000.00		0.00	0.00	.....
C3030 WALL/COLUMN/LEVEL 31		200,000.00	20,000.00		0.00	0.00	.....
C3031 WALL/COLUMN/LEVEL 32		200,000.00	20,000.00		0.00	0.00	.....
C3032 WALL/COLUMN/LEVEL 33		200,000.00	20,000.00		0.00	0.00	.....
C3033 WALL/COLUMN/LEVEL 34		200,000.00	20,000.00		0.00	0.00	.....
C3034 WALL/COLUMN/LEVEL 35		200,000.00	20,000.00		0.00	0.00	.....
C3035 WALL/COLUMN/LEVEL 36		200,000.00	20,000.00		0.00	0.00	.....
C3036 WALL/COLUMN/LEVEL 37		200,000.00	20,000.00		0.00	0.00	.....
C3037 WALL/COLUMN/LEVEL 38		200,000.00	20,000.00		0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MASS300 - THE CORP OF HALL & ROY THOMSON HALL

915

ID# Description	Unit Pr UOM	Amount	Holdback	----- To Date -----		Revised
				Units Pct	Value Pct/Value	
C3038 WALL/COLUMN/LEVEL 39		200,000.00	20,000.00	0.00	0.00	.....
C3039 WALL/COLUMN/LEVEL 40		200,000.00	20,000.00	0.00	0.00	.....
C3040 WALL/COLUMN/LEVEL 41		200,000.00	20,000.00	0.00	0.00	.....
C3041 WALL/COLUMN/LEVEL 42		200,000.00	20,000.00	0.00	0.00	.....
C3042 WALL/COLUMN/LEVEL 43		200,000.00	20,000.00	0.00	0.00	.....
C3043 WALL/COLUMN/LEVEL 44		200,000.00	20,000.00	0.00	0.00	.....
C3044 WALL/COLUMN/LEVEL 45		200,000.00	20,000.00	0.00	0.00	.....
C3045 WALL/COLUMN/LEVEL 46		180,000.00	18,000.00	0.00	0.00	.....
C3046 WALL/COLUMN/LEVEL 47		150,000.00	15,000.00	0.00	0.00	.....
C3047 WALL/COLUMN/LEVEL 48		150,000.00	15,000.00	0.00	0.00	.....
C3048 WALL/COLUMN/LEVEL 49		150,000.00	15,000.00	0.00	0.00	.....
C3049 WALL/COLUMN/LEVEL 50		150,000.00	15,000.00	0.00	0.00	.....
C3050 WALL/COLUMN/LEVEL 51		150,000.00	15,000.00	0.00	0.00	.....
C3051 WALL/COLUMN/LEVEL 52		150,000.00	15,000.00	0.00	0.00	.....
C3052 WALL/COLUMN/LEVEL 53		150,000.00	15,000.00	0.00	0.00	.....
C3053 WALL/COLUMN/LEVEL 54		150,000.00	15,000.00	0.00	0.00	.....
C3054 WALL/COLUMN/LEVEL 55		100,000.00	10,000.00	0.00	0.00	.....
C3055 WALL/COLUMN/LEVEL 56		100,000.00	10,000.00	0.00	0.00	.....
C3056 WALL/COLUMN/LEVEL 57		100,000.00	10,000.00	0.00	0.00	.....
C3057 WALL/COLUMN/LEVEL 58		100,000.00	10,000.00	0.00	0.00	.....
C3058 WALL/COLUMN/LEVEL 59		100,000.00	10,000.00	0.00	0.00	.....
C3059 WALL/COLUMN/LEVEL 60		100,000.00	10,000.00	0.00	0.00	.....
C3060 WALL/COLUMN/MPH		100,000.00	10,000.00	0.00	0.00	.....
C3061 WALL/COLUMN/EMR		100,000.00	10,000.00	0.00	0.00	.....

102,500  
each

150,000  
each

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MASS300 - THE CORP OF HALL & ROY THOMSON HALL

916

Item# Description

Unit Pr UOM	Amount	Holdback	----- To Date ----- Units Pct	----- Value	Revised Pct/Value
C3062 WALL/COLUMN/ROOF SLAB	100,000.00	10,000.00	0.00	0.00	.....
	-----	-----		-----	
	15,430,000.00	1,543,000.00		0.00	
C4000 DEMOBILIZATION	<b>149,000</b> <del>49,000.00</del>	4,900.00	0.00	0.00	.....
	-----	-----		-----	
	20,429,000.00	2,042,900.00		0.00	
Additions to Contract					
=====					
Unapproved Additions o Contract					
=====					
.....					
GRAND TOTAL	20,429,000.00	2,042,900.00		0.00	
.....					
Holdback Released					
=====					
.....					

----- End of Report -----

Clearance Certificate / Certificat de décharge

27  
2

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	TUCKER HIRISE CONSTRUCTION / THE COPR OF HALL & ROY THOMPSON HALL	3755 VICTORIA PARK AVENUE, TORONTO, ON, M1W 3ZA, CAN	E2000007S6LA	29-Oct-2015 to 19-Nov-2015

**Nicole Juini Chang**

---

**From:** Erwin Thompson [erwin.thompson@tuckerhirise.com]  
**Sent:** October-29-15 4:20 PM  
**To:** Nicole Juini Chang  
**Cc:** Gordon Graham; Matthew Henderson  
**Subject:** MOD Developments (197 Yonge) LP - Invoicing

Nicole,  
Please note billing should be as follows:  
MOD Developments (197 Yonge) LP  
c/o Tucker HiRise Construction  
3755 Victoria Park Ave,  
Toronto ON M1W 3Z4

Updated WSIB:  
Principal Name: MOD Developments (197 Yonge ) LP  
Principal Address: 8 Price Street, Toronto ON M4W 3Z4

Thanks for your help.

**Erwin Thompson**  
Sr. Accounts Payable Specialist

**TUCKER HIRISE**

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

T 416.774.2616  
F 416.441.0142  
E erwin.thompson@tuckerhirise.com

TUCKERHIRISE.COM

AR/

MOD 300,

**AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR  
FOR CONSTRUCTION MANAGEMENT PROJECTS**

This Agreement made on the 19 day of December in the year 2014 .  
by and between the parties

**MOD Developments (197 Yonge) Limited Partnership**

hereinafter called the *Owner*

and

**Forma-Con Construction ( A DIVISION OF 1428502 ONTARIO LIMITED)**

hereinafter called the *Trade Contractor*

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

**ARTICLE A-1 THE WORK**

The *Trade Contractor* shall:

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

Concrete forming and falsework, void forming, concrete placing and finishing, temporary shoring, re-shoring, hoisting, and placing of all reinforcing steel and concrete accessories

*insert above the description of the Work*

for the *Project*

Massey Tower

Forma-Con

*insert above the title of the Project*

located at

197 Yonge Street, Toronto, Ontario Canada

*insert above the Place of the Project*

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

Tucker HiRise Construction Inc.

*insert above the name of the Construction Manager*

is acting as and is hereinafter called the *Construction Manager*, and for which

Hariri Pontarini Architects

*insert above the name of the Consultant*

is acting as and is hereinafter called the *Consultant*, and for which

the *Construction Manager*\* / *Consultant*\* is acting as the *Payment Certifier*, and (\* Strike out inapplicable term.)

REMITTANCE ADVICE

FormaCon Form-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership **220**  
Cheque Number mas02-00002521  
Cheque Date Dec 31, 2015

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 11/20/15	MOD Developments (197 Yonge) Limited Partnership Application #2	60001,0	333,350.00	-33,335.00	0.00	300,015.00
Total Remittance			333,350.00	-33,335.00	.00	300,015.00

*Nov/15*

**MOD Developments (197 Yonge) Limited Partnership**

Toronto, ON

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00002521


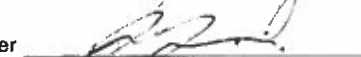
DATE 1 2 3 1 2 0 1 5  
M M D D Y Y Y Y

PAY \*Three Hundred Thousand Fifteen Dollars 00 Cents

\$ \*\*\*\*\* 300,015.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada

Per   
Per 

⑈00002521⑈ ⑆001120010⑆ 70⑈39301⑈



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1428508 ONTARIO LIMITED)

407 Basaltic Road  
221  
Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

POSTED OK

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
375 5 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3ZA

Project: 15300  
MASSEY TOWER

Date: Nov 20/15

Appl #: 2

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
5. Total Progress	\$1,570,000.00	
6. Holdback	\$157,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$157,000.00	
9. Total Progress Less Curr.Holdback (5-8)	\$1,413,000.00	\$1,413,000.00
10. Less line 9 from previous application	\$1,147,500.00	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$265,500.00	
12. Balance Unpaid Under Contract (4-9)		\$19,016,000.00
13. GST/HST BN # 863740692	\$34,515.00	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$300,015.00	

## 20 - FORMA-CON CONSTRUCTION

Pg 1

Billing Application

15300- MASSEY TOWER

Application Number - 2

Date - Nov 01/15 - Nov 30/15

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<u>Contract</u>						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	50%	75,000.00 50% 75,000.00 0.00*
		450,000.00		450,000.00		375,000.00 75,000.00 0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00 0% 0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	22%	220,000.00	0%	0.00 22% 220,000.00 780,000.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	0%	0.00	0%	0.00 0% 0.00 1,000,000.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	0%	0.00	0%	0.00 0% 0.00 1,000,000.00*
		3,900,000.00		1,120,000.00		900,000.00 220,000.00 2,780,000.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	0%	0.00	0%	0.00 0% 0.00 600,000.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	0%	0.00	0%	0.00 0% 0.00 600,000.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*

## 20 - FORMA-CON CONSTRUCTION

Pg 2

## Billing Application

15300- MASSEY TOWER

Application Number - 2

Date - Nov 01/15 - Nov 30/15

Line#	Description	Contract			Balance				
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	to Complete			
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----	-----	-----	-----	-----	-----	-----	-----
		15,930,000.00		0.00		0.00		0.00	15,930,000.00
		-----	-----	-----	-----	-----	-----	-----	-----
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----	-----	-----	-----	-----	-----	-----	-----
Subtotal		20,429,000.00	8%	1,570,000.00	6%	1,275,000.00	1%	295,000.00	18,859,000.00

20 - FORMA-CON CONSTRUCTION

Billing Application

15300 - MASSEY TOWER

Application Number - 2

Date - Nov 01/15 - Nov 30/15

Line# Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete			
Total Contract	20,429,000.00	8%	1,570,000.00	6%	1,275,000.00	1%	295,000.00	18,859,000.00
Less Holdback on lines noted (*)			157,000.00		127,500.00		29,500.00	
Holdback Subtotal			1,413,000.00		1,147,500.00		265,500.00	
Plus GST/HST on 265,500.00 86374069		2					34,515.00	
Total this Billing							300,015.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
									Pct/Value	
<u>Contract</u>										
-----										
<u>C1000 MOBILIZATION</u>										
C1001	CRANE ERECTION				300,000.00		100.00		300,000.00	
C1002	TRAILER MOBILIZATION				150,000.00		50.00		75,000.00	100%
					-----			-----		
					450,000.00				375,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>										
C2001	MAT SLAB				900,000.00		100.00		900,000.00	
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB				1,000,000.00		0.00		0.00	22%
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB				1,000,000.00		0.00		0.00	
C2004	FDN WALL/COLUMN/GROUND FLR SLAB				1,000,000.00		0.00		0.00	
					-----			-----		
					3,900,000.00				900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>										
C3001	WALL/COLUMN/LEVEL 2				600,000.00		0.00		0.00	
C3002	WALL/COLUMN/LEVEL 3				600,000.00		0.00		0.00	
C3003	WALL/COLUMN/LEVEL 4				450,000.00		0.00		0.00	
C3004	WALL/COLUMN/LEVEL 5				450,000.00		0.00		0.00	
C3005	WALL/COLUMN/LEVEL 6				450,000.00		0.00		0.00	
C3006	WALL/COLUMN/LEVEL 7				450,000.00		0.00		0.00	
C3007	WALL/COLUMN/LEVEL 8				450,000.00		0.00		0.00	
C3008	WALL/COLUMN/LEVEL 9				450,000.00		0.00		0.00	
C3009	WALL/COLUMN/LEVEL 10				450,000.00		0.00		0.00	
C3010	WALL/COLUMN/LEVEL 11				450,000.00		0.00		0.00	
C3011	WALL/COLUMN/LEVEL 12				400,000.00		0.00		0.00	
C3012	WALL/COLUMN/LEVEL 13				400,000.00		0.00		0.00	
C3013	WALL/COLUMN/LEVEL 14				400,000.00		0.00		0.00	
C3014	WALL/COLUMN/LEVEL 15				400,000.00		0.00		0.00	

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00		0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39				200,000.00		0.00	0.00 .....

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	
C3039	WALL/COLUMN/LEVEL 40		200,000.00		0.00	0.00 .....
C3040	WALL/COLUMN/LEVEL 41		200,000.00		0.00	0.00 .....
C3041	WALL/COLUMN/LEVEL 42		200,000.00		0.00	0.00 .....
C3042	WALL/COLUMN/LEVEL 43		200,000.00		0.00	0.00 .....
C3043	WALL/COLUMN/LEVEL 44		200,000.00		0.00	0.00 .....
C3044	WALL/COLUMN/LEVEL 45		200,000.00		0.00	0.00 .....
C3045	WALL/COLUMN/LEVEL 46		180,000.00		0.00	0.00 .....
C3046	WALL/COLUMN/LEVEL 47		162,500.00		0.00	0.00 .....
C3047	WALL/COLUMN/LEVEL 48		162,500.00		0.00	0.00 .....
C3048	WALL/COLUMN/LEVEL 49		162,500.00		0.00	0.00 .....
C3049	WALL/COLUMN/LEVEL 50		162,500.00		0.00	0.00 .....
C3050	WALL/COLUMN/LEVEL 51		162,500.00		0.00	0.00 .....
C3051	WALL/COLUMN/LEVEL 52		162,500.00		0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53		162,500.00		0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54		162,500.00		0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55		150,000.00		0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56		150,000.00		0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57		150,000.00		0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58		150,000.00		0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59		150,000.00		0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60		150,000.00		0.00	0.00 .....
C3060	WALL/COLUMN/MPH		150,000.00		0.00	0.00 .....
C3061	WALL/COLUMN/ZMR		150,000.00		0.00	0.00 .....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00		0.00	0.00 .....

Line# Description	Unit Pr UOM	Amount	----- To Date -----		Value	Revised Pct/Value
			Units	Pct		
		15,930,000.00			0.00	
C4000 DEMOBILIZATION		149,000.00		0.00	0.00	.....
		20,429,000.00			1,275,000.00	

Additions to Contract  
 =====

Unapproved Additions o Contract  
 =====

.....  
**GRAND TOTAL** 20,429,000.00 1,275,000.00  
 .....

Holdback Released  
 =====

.....



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD. CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000007URTA	20-Nov-2015 to 19-Feb-2016

Manual Invoice & Credit Notes Audit Trail  
 20 - FORMA-CON CONSTRUCTION  
 A - Accounts Receivable  
 Date of Record Nov 30, 2015 - Audit # SJ1168

Pg 1

MODD300	MOD DEVELOPMENTS (197 YONGE) LP	Sales	295,000.00
Invoice#	000002	Holdback	29,500.00
Inv.Date	Nov 30/15	GST/HST	34,515.00
	Our Ref. 15300	Net A/R	300,015.00

20-15300-00009100-9	inv#000002	MODD300-15300	-295,000.00
---------------------	------------	---------------	-------------

G/L Control Postings

20-0200-00	SJ1168	Accounts Receivable	300,015.00
20-1501-00	SJ1168	GST/HST Billed	-34,515.00
20-0210-00	SJ1168	Holdback Receivable	29,500.00
20-2100-00	SJ1168	Job Cost Control	-295,000.00

Summary of Entries made to G/L:

20 0200-00	ACCOUNTS RECEIVABLE	300,015.00
20 1501-00	HST COLLECTED	-34,515.00
20 0210-00	RECEIVABLE - HOLDBACK	29,500.00
20 2100-00	SALES	-295,000.00

-----  
 0.00

==== End of Report ====

# Statutory Declaration of Progress Payment Distribution by Contractor

231  
Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 1  
dated the 31st day of October,  
in the year 2015.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner  
MOD Developments (197 Yonge) Limited Partnership

Name of Contractor  
FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant  
Michael Solano

Position or Title (of office held with Contractor)  
President

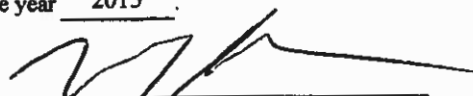
## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 3rd day of December,  
City/Town and Province  
in the year 2015.

  
Signature of Declarant

  
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC  
2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00002593  
Cheque Date Jan 31, 2016

232

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 12/10/15	MOD Developments (197 Yonge) Limited Partnership Appl#3	60001,0	768,400.00	-76,840.00	0.00	691,560.00
Total Remittance			768,400.00	-76,840.00	.00	691,560.00

*Dec 16*

**MOD Developments (197 Yonge) Limited Partnership**

Toronto, ON

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00002593

DATE 0 1 3 1 2 0 1 6  
M M D D Y Y Y Y

PAY \*Six Hundred Ninety One Thousand Five Hundred Sixty Dollars 00 Cents \$ \*\*\*\*\* 691,560.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada

Per   
Per 

⑈00002593⑈ ⑆001120010⑆ 700039301⑈

20 - FORMA-CON CONSTRUCTION

Pg 1

Billing Application

15300- MASSEY TOWER

Application Number - 3

Date - Dec 10/16 - Dec 10/16

APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

Project: 15300  
 MASSEY TOWER

Date: Dec 10/16

Appl #: 3

		Total	Total with GST/HST
1. Original Contract Sum	\$20,429,000.00		
2. Authorized Changes to Date	\$0.00		
3. Unapproved Changes to Date	\$0.00		
	-----		
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00	\$23,084,770.00
	=====		
5. Total Progress	\$2,250,000.00		
6. Holdback	\$225,000.00		
7. Holdback Released	\$0.00		
8. Current Holdback (6-7)	\$225,000.00		
	-----		
9. Total Progress Less Curr.Holdback (5-8)	\$2,025,000.00	\$2,025,000.00	\$2,288,250.00
	-----		
10. Less line 9 from previous application	\$1,413,000.00		
	-----		
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$612,000.00		
	=====		
12. Balance Unpaid Under Contract (4-9)		\$18,404,000.00	\$20,796,520.00
		-----	-----
13. GST/HST BN # 863740692	\$79,560.00		
	-----		
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$691,560.00		
	=====		

**POSTED**

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 3

Date - Dec 10/16 - Dec 10/16

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
*****						
<b>C1000 MOBILIZATION</b>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00 0% 0.00 0.00*
		-----		-----		-----
		450,000.00		450,000.00		450,000.00 0.00 0.00
<b>C2000 BASEMENT 3 TO GROUND</b>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00 0% 0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	90%	900,000.00	22%	220,000.00 68% 680,000.00 100,000.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	0%	0.00	0%	0.00 0% 0.00 1,000,000.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	0%	0.00	0%	0.00 0% 0.00 1,000,000.00*
		-----		-----		-----
		3,900,000.00		1,800,000.00		1,120,000.00 680,000.00 2,100,000.00
<b>C3000 GRND TO LEVEL 60/MPH/ROOF</b>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	0%	0.00	0%	0.00 0% 0.00 600,000.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	0%	0.00	0%	0.00 0% 0.00 600,000.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 3

Date - Dec 10/16 - Dec 10/16

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----	-----	-----	-----	-----	-----	-----	-----
		15,930,000.00		0.00		0.00		0.00	15,930,000.00
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----	-----	-----	-----	-----	-----	-----	-----
Subtotal		20,429,000.00	11%	2,250,000.00	8%	1,570,000.00	3%	680,000.00	18,179,000.00

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 3

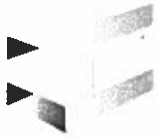
Date - Dec 10/16 - Dec 10/16

Line# Description	Contract Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing	Balance to Complete
Total Contract	20,429,000.00	11% 2,250,000.00	8% 1,570,000.00	3% 680,000.00	18,179,000.00
Less Holdback on lines noted (*)		225,000.00	157,000.00	68,000.00	
Holdback Subtotal		2,025,000.00	1,413,000.00	612,000.00	
Plus GST/HST on 612,000.00 86374069				79,560.00	
Total this Billing				691,560.00	

Approved by

Approved by





# FORMA-CON CONSTRUCTION

( A DIVISION OF 1428508 ONTARIO LIMITED )

407 Basaltic Road

**237**  
Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3ZA

Project: 15300  
MASSEY TOWER

Date: Dec 10/15

Appl #: 3

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$2,250,000.00	
6. Holdback	\$225,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$225,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$2,025,000.00	\$2,025,000.00
	-----	
10. Less line 9 from previous application	\$1,413,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$612,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$18,404,000.00
		=====
13. GST/HST BN # 863740692	\$79,560.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$691,560.00	
	=====	

## 20 - FORMA-CON CONSTRUCTION

Pg 1

## Billing Application

15300- MASSEY TOWER

Application Number - 3

Date - Dec 01/15 - Dec 30/15

Line# Description	Contract			Balance				
	Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	to Complete			
<u>Contract</u>								
*****								
<u>1000 MOBILIZATION</u>								
1001 CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
1002 TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
	-----		-----		-----		-----	
	450,000.00		450,000.00		450,000.00		0.00	0.00
<u>2000 BASEMENT 3 TO GROUND</u>								
2001 MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0%	0.00	0.00*
2002 FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	90%	900,000.00	22%	220,000.00	68%	680,000.00	100,000.00*
2003 FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	0%	0.00	0%	0.00	0%	0.00	1,000,000.00*
2004 FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	0%	0.00	0%	0.00	0%	0.00	1,000,000.00*
	-----		-----		-----		-----	
	3,900,000.00		1,800,000.00		1,120,000.00		680,000.00	2,100,000.00
<u>3000 GRND TO LEVEL 60/MPH/ROOF</u>								
3001 WALL/COLUMN/LEVEL 2	600,000.00	0%	0.00	0%	0.00	0%	0.00	600,000.00*
3002 WALL/COLUMN/LEVEL 3	600,000.00	0%	0.00	0%	0.00	0%	0.00	600,000.00*
3003 WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3004 WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3005 WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3006 WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3007 WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3008 WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3009 WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3010 WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3011 WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3012 WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3013 WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3014 WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3015 WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3016 WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3017 WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3018 WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3019 WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3020 WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3021 WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3022 WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3023 WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3024 WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3025 WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3026 WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3027 WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3028 WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3029 WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3030 WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*

## 20 - FORMA-CON CONSTRUCTION

Pg 2

## Billing Application

15300- MASSEY TOWER

Application Number - 3

Date - Dec 01/15 - Dec 30/15

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		0.00		0.00		0.00	15,930,000.00
C4000	DEMobilization	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	11%	2,250,000.00	8%	1,570,000.00	3%	680,000.00	18,179,000.00

20 - FORMA-CON CONSTRUCTION  
 Billing Application  
 15300- MASSEY TOWER

Application Number - 3                      Date - Dec 01/15 - Dec 30/15

ine# Description	Contract Value	Pct-----	To Date	Pct----	Prev Billed	Pct---	This Billing	Balance to Complete
Total Contract	20,429,000.00	11%	2,250,000.00	8%	1,570,000.00	3%	680,000.00	18,179,000.00
Less Holdback on lines noted (*)			225,000.00		157,000.00		68,000.00	
Holdback Subtotal			2,025,000.00		1,413,000.00		612,000.00	
Plus GST/HST on 612,000.00 86374069		2					79,560.00	
Total this Billing							691,560.00	

\_\_\_\_\_  
 Approved by

\_\_\_\_\_  
 Approved by

Line# Description	Unit Pr UOM	Amount	----- To Date -----		Value	Revised Pct/Value
			Units	Pct		
Contract *****						
<u>C1000 MOBILIZATION</u>						
C1001 CRANE ERECTION		300,000.00	100.00		300,000.00	.....
C1002 TRAILER MOBILIZATION		150,000.00	100.00		150,000.00	.....
		-----			-----	
		450,000.00			450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001 MAT SLAB		900,000.00	100.00		900,000.00	.....
C2002 FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	22.00		220,000.00	.....
C2003 FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	0.00		0.00	.....
C2004 FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	0.00		0.00	.....
		-----			-----	
		3,900,000.00			1,120,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001 WALL/COLUMN/LEVEL 2		600,000.00	0.00		0.00	.....
C3002 WALL/COLUMN/LEVEL 3		600,000.00	0.00		0.00	.....
C3003 WALL/COLUMN/LEVEL 4		450,000.00	0.00		0.00	.....
C3004 WALL/COLUMN/LEVEL 5		450,000.00	0.00		0.00	.....
C3005 WALL/COLUMN/LEVEL 6		450,000.00	0.00		0.00	.....
C3006 WALL/COLUMN/LEVEL 7		450,000.00	0.00		0.00	.....
C3007 WALL/COLUMN/LEVEL 8		450,000.00	0.00		0.00	.....
C3008 WALL/COLUMN/LEVEL 9		450,000.00	0.00		0.00	.....
C3009 WALL/COLUMN/LEVEL 10		450,000.00	0.00		0.00	.....
C3010 WALL/COLUMN/LEVEL 11		450,000.00	0.00		0.00	.....
C3011 WALL/COLUMN/LEVEL 12		400,000.00	0.00		0.00	.....
C3012 WALL/COLUMN/LEVEL 13		400,000.00	0.00		0.00	.....
C3013 WALL/COLUMN/LEVEL 14		400,000.00	0.00		0.00	.....
C3014 WALL/COLUMN/LEVEL 15		400,000.00	0.00		0.00	.....

90%

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00		0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39				200,000.00		0.00	0.00 .....

Line#	Description	Unit Pr	UOM	----- To Date -----		Revised
				Amount	Units Pct	Pct/Value
C3039	WALL/COLUMN/LEVEL 40			200,000.00	0.00	0.00 .....
C3040	WALL/COLUMN/LEVEL 41			200,000.00	0.00	0.00 .....
C3041	WALL/COLUMN/LEVEL 42			200,000.00	0.00	0.00 .....
C3042	WALL/COLUMN/LEVEL 43			200,000.00	0.00	0.00 .....
C3043	WALL/COLUMN/LEVEL 44			200,000.00	0.00	0.00 .....
C3044	WALL/COLUMN/LEVEL 45			200,000.00	0.00	0.00 .....
C3045	WALL/COLUMN/LEVEL 46			180,000.00	0.00	0.00 .....
C3046	WALL/COLUMN/LEVEL 47			162,500.00	0.00	0.00 .....
C3047	WALL/COLUMN/LEVEL 48			162,500.00	0.00	0.00 .....
C3048	WALL/COLUMN/LEVEL 49			162,500.00	0.00	0.00 .....
C3049	WALL/COLUMN/LEVEL 50			162,500.00	0.00	0.00 .....
C3050	WALL/COLUMN/LEVEL 51			162,500.00	0.00	0.00 .....
C3051	WALL/COLUMN/LEVEL 52			162,500.00	0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53			162,500.00	0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54			162,500.00	0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55			150,000.00	0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56			150,000.00	0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57			150,000.00	0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58			150,000.00	0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59			150,000.00	0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60			150,000.00	0.00	0.00 .....
C3060	WALL/COLUMN/MPH			150,000.00	0.00	0.00 .....
C3061	WALL/COLUMN/EMR			150,000.00	0.00	0.00 .....
C3062	WALL/COLUMN/ROOF SLAB			100,000.00	0.00	0.00 .....

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
										Pct/Value
					15,930,000.00				0.00	
C4000	DEMOBILIZATION				149,000.00		0.00		0.00	.....
					20,429,000.00				1,570,000.00	
Additions to Contract										
=====										
Unapproved Additions o Contract										
=====										
.....										
<b>GRAND TOTAL</b>					<b>20,429,000.00</b>				<b>1,570,000.00</b>	
.....										
Holdback Released										
=====										
.....										



**From:** Gordon Graham  
**Sent:** December-09-15 1:30 PM  
**To:** Nicole Juini Chang  
**Subject:** Fw: Monthly draws

Thank You

Gordon Graham  
[Ggraham@forma-con.com](mailto:Ggraham@forma-con.com)  
416-678-6766

---

**From:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Sent:** Wednesday, December 9, 2015 11:43  
**To:** Gordon Graham  
**Subject:** RE: Monthly draws

Tower is approved. Will send Hall shortly

**Matthew Henderson**  
Project Manager

**TUCKER HIRISE**

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4  
O 416.901.8857 ext 21  
C 416.728.0262  
E [matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)  
TUCKERHIRISE.COM

**From:** Gordon Graham [<mailto:Ggraham@forma-con.com>]  
**Sent:** December-08-15 6:23 AM  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Cc:** Jessey Holdsworth <[jessey.holdsworth@tuckerhirise.com](mailto:jessey.holdsworth@tuckerhirise.com)>  
**Subject:** Monthly draws

For your review and approval.  
Please sign the copies so your office will not be suspicious.

Thank you,

Gordon Graham  
416 678-6766  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000007URTA	20-Nov-2015 to 19-Feb-2016

# Statutory Declaration of Progress Payment Distribution by Contractor

247  
Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 2  
dated the 20th day of November,  
in the year 2015.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
*Day Month Year*

Name of Owner

MOD Developments (197 Yonge) Limited Partnership

Name of Contractor

FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant

Domenic Dipede

Position or Title (of office held with Contractor)

Chief Financial Officer

## Declaration


I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 10th day of December,  
*City/Town and Province*

in the year 2015.

  
Signature of Declarant

  
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

*Jan 14*

**POSTED**

*Asst Cash*

**CURRENT ACCOUNT**  
 Inter-Access Transit  
 10741111  
 Account No. 32120  
 Date March 4th

**NATIONAL BANK**  
**CURRENT ACCOUNT**  
 Inter-Access Transit  
 10741111  
 Account No. 32120  
 Date March 4th 2016

Check No.	Payee	Amount
1	HAR DUNDAS	82,741.00
2	2ND Development	250,250.00
3	MASTERS HALL	240,000.66
4	MASTERS HALL	124,200.00
5		
6		
7		
8	ROYAL BANK OF CANADA	2
9		
10	MAR 04 2016	
11	3175 HATHERFORD RD, UNIT 82 VAUGHAN - ONTARIO	
12	03631-006	
13		
14		

Name	Cash	Dollars	Cts
	X 5		00
	X 10		00
	X 20		00
	X 50		00
	X 100		00
	X 1000		00
Note Total			
Coin Total			
Sub-Total			
MasterCard			
Cheques Total			
Item Total			
NET DEPOSIT			

Total Number of Cheques 4  
 Total Amount 1,201,774  
 Cts 66

Number of Items Deposited 4  
 NET DEPOSIT 1,201,774  
 Cts 66

Bank Teller's Init.



REMITTANCE ADVICE

249

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00002702  
Cheque Date Feb 29, 2016

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 01/20/16	MOD Developments (197 Yonge) Limited Partnership Appl #4	60001,0	282,500.00	-28,250.00	0.00	254,250.00
Total Remittance			282,500.00	-28,250.00	.00	254,250.00

**MOD Developments (197 Yonge) Limited Partnership**

Toronto, ON

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00002702

DATE 0 2 2 9 2 0 1 6  
M M D D Y Y Y Y

PAY \*Two Hundred Fifty Four Thousand Two Hundred Fifty Dollars 00 Cents \$ \*\*\*\*\* 254,250.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada

Per \_\_\_\_\_  
Per \_\_\_\_\_

⑈00002702⑈ ⑆001120010⑆ 70039301⑈

MODD300

20 - FORMA-CON CONSTRUCTION

Pg 1

Billing Application

15300- MASSEY TOWER

Application Number - 4

Date - Jan 20/16 - Jan 20/16

APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3ZA

Project: 15300  
 MASSEY TOWER

Date: Jan 20/16

Appl #: 4



		Total	Total with GST/HST
1. Original Contract Sum	\$20,429,000.00		
2. Authorized Changes to Date	\$0.00		
3. Unapproved Changes to Date	\$0.00		
	-----		
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00	\$23,084,770.00
	=====		
5. Total Progress	\$2,500,000.00		
6. Holdback	\$250,000.00		
7. Holdback Released	\$0.00		
8. Current Holdback (6-7)	\$250,000.00		
	-----		
9. Total Progress Less Curr.Holdback (5-8)	\$2,250,000.00	\$2,250,000.00	\$2,542,500.00
	-----		
10. Less line 9 from previous application	\$2,025,000.00		
	-----		
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$225,000.00		
	=====		
12. Balance Unpaid Under Contract (4-9)		\$18,179,000.00	\$20,542,270.00
		-----	-----
13. GST/HST BN # 863740692	\$29,250.00		
	-----		
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$254,250.00		
	=====		

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 4

Date - Jan 20/16 - Jan 20/16

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
Contract						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	0.00*
		-----	-----	-----	-----	-----
		450,000.00		450,000.00		0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	90%	100,000.00
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	15%	150,000.00	0%	150,000.00
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	0%	0.00	0%	0.00
		-----	-----	-----	-----	-----
		3,900,000.00		2,050,000.00		1,850,000.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	0%	0.00	0%	600,000.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	0%	0.00	0%	600,000.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00	0%	450,000.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00	0%	450,000.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00	0%	450,000.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00	0%	450,000.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00	0%	450,000.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	450,000.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	450,000.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	450,000.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	400,000.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	400,000.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	400,000.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	200,000.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 4

Date - Jan 20/16 - Jan 20/16

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete	
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----	
		15,930,000.00		0.00		0.00	15,930,000.00
		-----		-----		-----	
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----	
Subtotal		20,429,000.00	12%	2,500,000.00	11%	2,250,000.00	17,929,000.00



20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 4

Date - Jan 20/16 - Jan 20/16

Line# Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
Total Contract	20,429,000.00	12% 2,500,000.00	11% 2,250,000.00	1% 250,000.00	17,929,000.00
Less Holdback on lines noted (*)		250,000.00	225,000.00	25,000.00	
Holdback Subtotal		2,250,000.00	2,025,000.00	225,000.00	
Plus GST/HST on 225,000.00 86374069		2		29,250.00	
Total this Billing				254,250.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line# Description	Unit Pr UOM	Amount	Holdback	----- To Date -----		Revised
				Units	Pct	Value Pct/Value
Contract						
*****						
<u>C1000 MOBILIZATION</u>						
C1001 CRANE ERECTION		300,000.00	30,000.00	100.00		300,000.00 .....
C1002 TRAILER MOBILIZATION		150,000.00	15,000.00	100.00		150,000.00 .....
		-----	-----			-----
		450,000.00	45,000.00			450,000.00
<u>C2000 BASEMENT 2 TO GROUND</u>						
C2001 MAT SLAB		900,000.00	90,000.00	100.00		900,000.00 .....
C2002 FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100,000.00	90.00		900,000.00 <b>100%</b> .....
C2003 FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100,000.00	0.00		0.00 <b>15%</b> .....
C2004 FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100,000.00	0.00		0.00 .....
		-----	-----			-----
		3,900,000.00	390,000.00			1,800,000.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001 WALL/COLUMN/LEVEL 2		600,000.00	60,000.00	0.00		0.00 .....
C3002 WALL/COLUMN/LEVEL 3		600,000.00	60,000.00	0.00		0.00 .....
C3003 WALL/COLUMN/LEVEL 4		450,000.00	45,000.00	0.00		0.00 .....
C3004 WALL/COLUMN/LEVEL 5		450,000.00	45,000.00	0.00		0.00 .....
C3005 WALL/COLUMN/LEVEL 6		450,000.00	45,000.00	0.00		0.00 .....
C3006 WALL/COLUMN/LEVEL 7		450,000.00	45,000.00	0.00		0.00 .....
C3007 WALL/COLUMN/LEVEL 8		450,000.00	45,000.00	0.00		0.00 .....
C3008 WALL/COLUMN/LEVEL 9		450,000.00	45,000.00	0.00		0.00 .....
C3009 WALL/COLUMN/LEVEL 10		450,000.00	45,000.00	0.00		0.00 .....
C3010 WALL/COLUMN/LEVEL 11		450,000.00	45,000.00	0.00		0.00 .....
C3011 WALL/COLUMN/LEVEL 12		400,000.00	40,000.00	0.00		0.00 .....
C3012 WALL/COLUMN/LEVEL 13		400,000.00	40,000.00	0.00		0.00 .....
C3013 WALL/COLUMN/LEVEL 14		400,000.00	40,000.00	0.00		0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit	Pr	UOM	Amount	Holdback	----- To Date -----		Revised
							Units	Pct	Value
C3014	WALL/COLUMN/LEVEL 15				400,000.00	40,000.00	0.00	0.00	.....
C3015	WALL/COLUMN/LEVEL 16				300,000.00	30,000.00	0.00	0.00	.....
C3016	WALL/COLUMN/LEVEL 17				300,000.00	30,000.00	0.00	0.00	.....
C3017	WALL/COLUMN/LEVEL 18				300,000.00	30,000.00	0.00	0.00	.....
C3018	WALL/COLUMN/LEVEL 19				300,000.00	30,000.00	0.00	0.00	.....
C3019	WALL/COLUMN/LEVEL 20				300,000.00	30,000.00	0.00	0.00	.....
C3020	WALL/COLUMN/LEVEL 21				250,000.00	25,000.00	0.00	0.00	.....
C3021	WALL/COLUMN/LEVEL 22				250,000.00	25,000.00	0.00	0.00	.....
C3022	WALL/COLUMN/LEVEL 23				250,000.00	25,000.00	0.00	0.00	.....
C3023	WALL/COLUMN/LEVEL 24				250,000.00	25,000.00	0.00	0.00	.....
C3024	WALL/COLUMN/LEVEL 25				250,000.00	25,000.00	0.00	0.00	.....
C3025	WALL/COLUMN/LEVEL 26				200,000.00	20,000.00	0.00	0.00	.....
C3026	WALL/COLUMN/LEVEL 27				200,000.00	20,000.00	0.00	0.00	.....
C3027	WALL/COLUMN/LEVEL 28				200,000.00	20,000.00	0.00	0.00	.....
C3028	WALL/COLUMN/LEVEL 29				200,000.00	20,000.00	0.00	0.00	.....
C3029	WALL/COLUMN/LEVEL 30				200,000.00	20,000.00	0.00	0.00	.....
C3030	WALL/COLUMN/LEVEL 31				200,000.00	20,000.00	0.00	0.00	.....
C3031	WALL/COLUMN/LEVEL 32				200,000.00	20,000.00	0.00	0.00	.....
C3032	WALL/COLUMN/LEVEL 33				200,000.00	20,000.00	0.00	0.00	.....
C3033	WALL/COLUMN/LEVEL 34				200,000.00	20,000.00	0.00	0.00	.....
C3034	WALL/COLUMN/LEVEL 35				200,000.00	20,000.00	0.00	0.00	.....
C3035	WALL/COLUMN/LEVEL 36				200,000.00	20,000.00	0.00	0.00	.....
C3036	WALL/COLUMN/LEVEL 37				200,000.00	20,000.00	0.00	0.00	.....
C3037	WALL/COLUMN/LEVEL 38				200,000.00	20,000.00	0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit Pr UOM	Amount	Holdback	----- To Date -----		Revised
					Units	Pct	Value
C3038	WALL/COLUMN/LEVEL 39		200,000.00	20,000.00	0.00	0.00	.....
C3039	WALL/COLUMN/LEVEL 40		200,000.00	20,000.00	0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	20,000.00	0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	20,000.00	0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	20,000.00	0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	20,000.00	0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	20,000.00	0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00	18,000.00	0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00	16,250.00	0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00	16,250.00	0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00	16,250.00	0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00	16,250.00	0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00	16,250.00	0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00	16,250.00	0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00	16,250.00	0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00	16,250.00	0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00	15,000.00	0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00	15,000.00	0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00	15,000.00	0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00	15,000.00	0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00	15,000.00	0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00	15,000.00	0.00	0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00	15,000.00	0.00	0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00	15,000.00	0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit	Pr	UOM	Amount	Holdback	Units	Pct	To Date	Value	Revised	
										Pct/Value		
C3062	WALL/COLUMN/ROOF SLAB				100,000.00	10,000.00		0.00		0.00		
					-----	-----						
					15,930,000.00	1,593,000.00						
C4000	DEMOBILIZATION				149,000.00	14,900.00		0.00		0.00		
					=====	=====						
					20,429,000.00	2,042,900.00						
Additions to Contract												
-----												
Unapproved Additions o Contract												
-----												
GRAND TOTAL					20,429,000.00	2,042,900.00						2,250,000.00
Holdback Released												
-----												

\*\*\*\*\* End of Report \*\*\*\*\*

# Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 3  
 dated the 10th day of December,  
 in the year 2015.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner

MOD Developments (197 Yonge) Limited Partnership

Name of Contractor

FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant

Domenic Dipede

Position or Title (of office held with Contractor)

Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 20th day of January,  
City/Town and Province

in the year 2016

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

REMITTANCE ADVICE

FormaCon Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership **259**  
 Cheque Number mas02-00002775  
 Cheque Date Mar 31, 2016

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 02/20/16	MOD Developments (197 Yonge) Limited Partnership Appl #: 5	60001,0	1073,500.00	-107,350.00	0.00	966,150.00
Total Remittance			1073,500.00	-107,350.00	.00	966,150.00

**MOD Developments (197 Yonge) Limited Partnership**

Toronto, ON

CIBC  
 1 ST CLAIR AVENUE WEST  
 TORONTO, ON M4V 1K6

CHEQUE NUMBER  
 mas02-00002775

DATE 0 3 3 1 2 0 1 6  
 M M D D Y Y Y Y

PAY \*Nine Hundred Sixty Six Thousand One Hundred Fifty Dollars 00 Cents \$ \*\*\*\*\* 966,150.00

Canada

TO THE ORDER OF  
 Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

Per [Signature]  
 Per [Signature]

⑈0000 2775⑈ ⑆00 1 1 2000 101⑆ 7000 3930 1⑈

*Feb 16 Inv*

# FORMA-CON CONSTRUCTION

(A DIVISION OF 1428508 ONTARIO LIMITED)

407 Basaltic Road  
**260**  
Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3ZA

Project: 15300  
MASSEY TOWER

Date: Feb 20/16

Appl #: 5

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
5. Total Progress	\$3,450,000.00	
6. Holdback	\$345,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$345,000.00	
9. Total Progress Less Curr.Holdback (5-8)	\$3,105,000.00	\$3,105,000.00
10. Less line 9 from previous application	\$2,250,000.00	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$855,000.00	
12. Balance Unpaid Under Contract (4-9)		\$17,324,000.00
13. GST/HST BN # 863740692	\$111,150.00	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$966,150.00	

**POSTED**



Billing Application

15300- MASSEY TOWER

Application Number = 5

Date - Feb 20/16 - Feb 20/16

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct--This Billing	Balance to Complete
<u>Contract</u>						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		450,000.00		450,000.00	450,000.00	0.00 0.00
 <u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 15%	150,000.00 85%	850,000.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	10%	100,000.00 0%	0.00 10%	100,000.00 900,000.00*
		-----		-----	-----	-----
		3,900,000.00		3,000,000.00	2,050,000.00	950,000.00 900,000.00
 <u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	0%	0.00 0%	0.00 0%	0.00 600,000.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	0%	0.00 0%	0.00 0%	0.00 600,000.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*

20 - FORMA-CON CONSTRUCTION

262<sup>2</sup>

Billing Application

15300- MASSEY TOWER

Application Number - 5

Date - Feb 20/16 - Feb 20/16

Line#	Description	Contract Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing	Balance to Complete			
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	200,000.00*			
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	200,000.00*			
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	200,000.00*			
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	200,000.00*			
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	200,000.00*			
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	200,000.00*			
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	200,000.00*			
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	200,000.00*			
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	200,000.00*			
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	200,000.00*			
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	200,000.00*			
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	200,000.00*			
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	200,000.00*			
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	200,000.00*			
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	200,000.00*			
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	200,000.00*			
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	200,000.00*			
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	200,000.00*			
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	180,000.00*			
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	162,500.00*			
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	162,500.00*			
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	162,500.00*			
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	162,500.00*			
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	162,500.00*			
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	162,500.00*			
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	162,500.00*			
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	162,500.00*			
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	150,000.00*			
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	150,000.00*			
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	150,000.00*			
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	150,000.00*			
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	150,000.00*			
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	150,000.00*			
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	150,000.00*			
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	150,000.00*			
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	100,000.00*			
		-----	-----	-----	-----	-----			
		15,930,000.00	0.00	0.00	0.00	15,930,000.00			
		-----	-----	-----	-----	-----			
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	149,000.00*			
		-----	-----	-----	-----	-----			
<b>Subtotal</b>		<b>20,429,000.00</b>	<b>17%</b>	<b>3,450,000.00</b>	<b>12%</b>	<b>2,500,000.00</b>	<b>5%</b>	<b>950,000.00</b>	<b>16,979,000.00</b>

Billing Application

15300- MASSEY TOWER

Application Number - 5

Date - Feb 20/16 - Feb 20/16

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	17% 3,450,000.00	12% 2,500,000.00	5% 950,000.00	16,979,000.00
	Less Holdback on lines noted (*)		345,000.00	250,000.00	95,000.00	
	Holdback Subtotal		3,105,000.00	2,250,000.00	855,000.00	
	Plus GST/HST on 855,000.00 863740692				111,150.00	
	Total this Billing				966,150.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit Pr UOM	Amount	Holdback	----- To Date ----- Units Pct	Value	Revised Pct/Value
Contract							
*****							
<u>C1000 MOBILIZATION</u>							
C1001	CRANE ERECTION		300,000.00	30,000.00	100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	15,000.00	100.00	150,000.00	.....
			-----	-----		-----	
			450,000.00	45,000.00		450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>							
C2001	MAT SLAB		900,000.00	90,000.00	100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100,000.00	100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100,000.00	15.00	150,000.00	100%
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100,000.00	0.00	0.00	10%
			-----	-----		-----	
			3,900,000.00	390,000.00		2,050,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>							
C3001	WALL/COLUMN/LEVEL 2		600,000.00	60,000.00	0.00	0.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	60,000.00	0.00	0.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	45,000.00	0.00	0.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	45,000.00	0.00	0.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	45,000.00	0.00	0.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	45,000.00	0.00	0.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	45,000.00	0.00	0.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	45,000.00	0.00	0.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	45,000.00	0.00	0.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	45,000.00	0.00	0.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	40,000.00	0.00	0.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	40,000.00	0.00	0.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	40,000.00	0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit	Pr	UCM	Amount	Holdback	----- To Date -----		Revised
							Units	Pct	
C3014	WALL/COLUMN/LEVEL 15				400,000.00	40,000.00	0.00	0.00	.....
C3015	WALL/COLUMN/LEVEL 16				300,000.00	30,000.00	0.00	0.00	.....
C3016	WALL/COLUMN/LEVEL 17				300,000.00	30,000.00	0.00	0.00	.....
C3017	WALL/COLUMN/LEVEL 18				300,000.00	30,000.00	0.00	0.00	.....
C3018	WALL/COLUMN/LEVEL 19				300,000.00	30,000.00	0.00	0.00	.....
C3019	WALL/COLUMN/LEVEL 20				300,000.00	30,000.00	0.00	0.00	.....
C3020	WALL/COLUMN/LEVEL 21				250,000.00	25,000.00	0.00	0.00	.....
C3021	WALL/COLUMN/LEVEL 22				250,000.00	25,000.00	0.00	0.00	.....
C3022	WALL/COLUMN/LEVEL 23				250,000.00	25,000.00	0.00	0.00	.....
C3023	WALL/COLUMN/LEVEL 24				250,000.00	25,000.00	0.00	0.00	.....
C3024	WALL/COLUMN/LEVEL 25				250,000.00	25,000.00	0.00	0.00	.....
C3025	WALL/COLUMN/LEVEL 26				200,000.00	20,000.00	0.00	0.00	.....
C3026	WALL/COLUMN/LEVEL 27				200,000.00	20,000.00	0.00	0.00	.....
C3027	WALL/COLUMN/LEVEL 28				200,000.00	20,000.00	0.00	0.00	.....
C3028	WALL/COLUMN/LEVEL 29				200,000.00	20,000.00	0.00	0.00	.....
C3029	WALL/COLUMN/LEVEL 30				200,000.00	20,000.00	0.00	0.00	.....
C3030	WALL/COLUMN/LEVEL 31				200,000.00	20,000.00	0.00	0.00	.....
C3031	WALL/COLUMN/LEVEL 32				200,000.00	20,000.00	0.00	0.00	.....
C3032	WALL/COLUMN/LEVEL 33				200,000.00	20,000.00	0.00	0.00	.....
C3033	WALL/COLUMN/LEVEL 34				200,000.00	20,000.00	0.00	0.00	.....
C3034	WALL/COLUMN/LEVEL 35				200,000.00	20,000.00	0.00	0.00	.....
C3035	WALL/COLUMN/LEVEL 36				200,000.00	20,000.00	0.00	0.00	.....
C3036	WALL/COLUMN/LEVEL 37				200,000.00	20,000.00	0.00	0.00	.....
C3037	WALL/COLUMN/LEVEL 38				200,000.00	20,000.00	0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit	Pr	UOM	Amount	Holdback	Units	To Date Pct	Value	Revised Pct/Value
C3062	WALL/COLUMN/ROOF SLAB				100,000.00	10,000.00		0.00	0.00	.....
					15,930,000.00	1,593,000.00			0.00	
C4000	DEMobilIZATION				149,000.00	14,900.00		0.00	0.00	.....
					20,429,000.00	2,042,900.00			2,500,000.00	

Additions to Contract  
 =====

Unapproved Additions o Contract  
 =====

.....  
 GRAND TOTAL 20,429,000.00 2,042,900.00 2,500,000.00  
 .....

Holdback Released  
 =====

==== End of Report ====

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000008WOIK	22-Feb-2016 to 19-May-2016







**FORMA-CON CONSTRUCTION**  
 (A DIVISION OF 1428508 ONTARIO LIMITED)

269  
 407 Baseline Road  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013

**APPLICATION FOR PAYMENT**

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3ZA

Project: 15300  
 MASSEY TOWER

Date: Mar 20/16

Appl #: 6

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
5. Total Progress	\$3,950,000.00	
6. Holdback	\$395,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$395,000.00	
9. Total Progress Less Curr.Holdback (5-8)	\$3,555,000.00	\$3,555,000.00
10. Less line 9 from previous application	\$3,105,000.00	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$450,000.00	
12. Balance Unpaid Under Contract (4-9)		\$16,874,000.00
13. GST/HST BN # 863740692	\$58,500.00	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$508,500.00	

**POSTED**

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 6

Date - Mar 20/16 - Mar 20/16

Line# Description	Contract			Billing			Balance to Complete	
	Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
<b>Contract</b>								
*****								
<u>C1000 MOBILIZATION</u>								
C1001 CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C1002 TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
	-----		-----		-----		-----	
	450,000.00		450,000.00		450,000.00		0.00	0.00
<u>C2000 BASEMENT 3 TO GROUND</u>								
C2001 MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0%	0.00	0.00*
C2002 FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2003 FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2004 FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	60%	600,000.00	10%	100,000.00	50%	500,000.00	400,000.00*
	-----		-----		-----		-----	
	3,900,000.00		3,500,000.00		3,000,000.00		500,000.00	400,000.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>								
C3001 WALL/COLUMN/LEVEL 2	600,000.00	0%	0.00	0%	0.00	0%	0.00	600,000.00*
C3002 WALL/COLUMN/LEVEL 3	600,000.00	0%	0.00	0%	0.00	0%	0.00	600,000.00*
C3003 WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3004 WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3005 WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3006 WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3007 WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3008 WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3009 WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3010 WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3011 WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3012 WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3013 WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3014 WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3015 WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3016 WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3017 WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3018 WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3019 WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3020 WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3021 WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3022 WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3023 WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3024 WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3025 WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3026 WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3027 WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3028 WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3029 WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3030 WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 6

Date - Mar 20/16 - Mar 20/16

Line#	Description	Contract			Balance			
		Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing	to Complete		
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0.00	100,000.00*
		-----		-----		-----		-----
		15,930,000.00		0.00		0.00		0.00 15,930,000.00
C4000 DEMOBILIZATION		149,000.00	0%	0.00	0%	0.00	0.00	149,000.00*
Subtotal		20,429,000.00	19%	3,950,000.00	17%	3,450,000.00	2%	500,000.00 16,479,000.00

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSBY TOWER

Application Number - 6

Date - Mar 20/16 - Mar 20/16

Line# Description	Contract Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing	Balance to Complete
Total Contract	20,429,000.00	19% 3,950,000.00	17% 3,450,000.00	2% 500,000.00	16,479,000.00
Less Holdback on lines noted (*)		395,000.00	345,000.00	50,000.00	
Holdback Subtotal		3,555,000.00	3,105,000.00	450,000.00	
Plus GST/HST on 450,000.00 86374069				58,500.00	
Total this Billing				508,500.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Progress Billing Worksheet  
 20 - PORNA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 NOD0300 - MOD DEVELOPMENTS (197 YONGE) LP

Line# Description	Unit Pr UOM	Amount	Holdback	To Date Units Per	Value	Revised Pct/Value
<b>CONTRACT</b>						
*****						
<b>C1000 MOBILIZATION</b>						
C1001 CRANE ERECTION		300,000.00	30,000.00	100.00	300,000.00	
C1002 TRAILER MOBILIZATION		150,000.00	15,000.00	100.00	150,000.00	
		450,000.00	45,000.00		450,000.00	
<b>C2000 BASEMENT 3 TO GROUND</b>						
C2001 MAT SLAB		900,000.00	90,000.00	100.00	900,000.00	
C2002 FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100,000.00	100.00	1,000,000.00	
C2003 FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100,000.00	100.00	1,000,000.00	
C2004 FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100,000.00	10.00	100,000.00	80%
		3,900,000.00	390,000.00		1,000,000.00	
<b>C3000 GRND TO LEVEL 60/PH/ROOF</b>						
C3001 WALL/COLUMN/LEVEL 2		60,000.00	60,000.00	0.00	0.00	
C3002 WALL/COLUMN/LEVEL 3		60,000.00	60,000.00	0.00	0.00	
C3003 WALL/COLUMN/LEVEL 4		60,000.00	60,000.00	0.00	0.00	
C3004 WALL/COLUMN/LEVEL 5		60,000.00	60,000.00	0.00	0.00	
C3005 WALL/COLUMN/LEVEL 6		60,000.00	60,000.00	0.00	0.00	
C3006 WALL/COLUMN/LEVEL 7		60,000.00	60,000.00	0.00	0.00	
C3007 WALL/COLUMN/LEVEL 8		60,000.00	60,000.00	0.00	0.00	
C3008 WALL/COLUMN/LEVEL 9		60,000.00	60,000.00	0.00	0.00	
C3009 WALL/COLUMN/LEVEL 10		60,000.00	60,000.00	0.00	0.00	
C3010 WALL/COLUMN/LEVEL 11		60,000.00	60,000.00	0.00	0.00	
C3011 WALL/COLUMN/LEVEL 12		60,000.00	60,000.00	0.00	0.00	
C3012 WALL/COLUMN/LEVEL 13		60,000.00	60,000.00	0.00	0.00	
C3013 WALL/COLUMN/LEVEL 14		60,000.00	60,000.00	0.00	0.00	

Progress Billing Worksheet  
 20 - PORNA-COB CONSTRUCTION  
 15300 HASSEY TOWER  
 MODD100 - MOD DEVELOPMENTS (197 YORKIE) LP

Line#	Description	Unit	Pr	UOM	Amount	Holdback	To Date	Units	Pct	Value	Revised
											Pct./Value
C3014	WALL/COLUMN/LEVEL 15				408,000.00	40,000.00		0.00		0.00	.....
C3015	WALL/COLUMN/LEVEL 16				300,000.00	30,000.00		0.00		0.00	.....
C3016	WALL/COLUMN/LEVEL 17				300,000.00	30,000.00		0.00		0.00	.....
C3017	WALL/COLUMN/LEVEL 18				300,000.00	30,000.00		0.00		0.00	.....
C3018	WALL/COLUMN/LEVEL 19				300,000.00	30,000.00		0.00		0.00	.....
C3019	WALL/COLUMN/LEVEL 20				300,000.00	30,000.00		0.00		0.00	.....
C3020	WALL/COLUMN/LEVEL 21				250,000.00	25,000.00		0.00		0.00	.....
C3021	WALL/COLUMN/LEVEL 22				250,000.00	25,000.00		0.00		0.00	.....
C3022	WALL/COLUMN/LEVEL 23				250,000.00	25,000.00		0.00		0.00	.....
C3023	WALL/COLUMN/LEVEL 24				250,000.00	25,000.00		0.00		0.00	.....
C3024	WALL/COLUMN/LEVEL 25				250,000.00	25,000.00		0.00		0.00	.....
C3025	WALL/COLUMN/LEVEL 26				200,000.00	20,000.00		0.00		0.00	.....
C3026	WALL/COLUMN/LEVEL 27				200,000.00	20,000.00		0.00		0.00	.....
C3027	WALL/COLUMN/LEVEL 28				200,000.00	20,000.00		0.00		0.00	.....
C3028	WALL/COLUMN/LEVEL 29				200,000.00	20,000.00		0.00		0.00	.....
C3029	WALL/COLUMN/LEVEL 30				200,000.00	20,000.00		0.00		0.00	.....
C3030	WALL/COLUMN/LEVEL 31				200,000.00	20,000.00		0.00		0.00	.....
C3031	WALL/COLUMN/LEVEL 32				200,000.00	20,000.00		0.00		0.00	.....
C3032	WALL/COLUMN/LEVEL 33				200,000.00	20,000.00		0.00		0.00	.....
C3033	WALL/COLUMN/LEVEL 34				200,000.00	20,000.00		0.00		0.00	.....
C3034	WALL/COLUMN/LEVEL 35				200,000.00	20,000.00		0.00		0.00	.....
C3035	WALL/COLUMN/LEVEL 36				200,000.00	20,000.00		0.00		0.00	.....
C3036	WALL/COLUMN/LEVEL 37				200,000.00	20,000.00		0.00		0.00	.....
C3037	WALL/COLUMN/LEVEL 38				200,000.00	20,000.00		0.00		0.00	.....

March 10, 2016 4:40pm

User: ALEXI Term: TK

Progress Billing Worksheet  
 20 - FORM-COR CONSTRUCTION  
 15300 MASSBY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGB) LP

Line#	Description	Unit Pr UOM	Amount	Holdback	-----	To Date	-----	Revised
					Units	Pct	Value	Pct./Value
C3038	WALL/COLUMN/LEVEL 39		200,000.00	20,000.00		0.00	0.00	.....
C3039	WALL/COLUMN/LEVEL 40		200,000.00	20,000.00		0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	20,000.00		0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	20,000.00		0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	20,000.00		0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	20,000.00		0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	20,000.00		0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46		100,000.00	10,000.00		0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00	16,250.00		0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00	16,250.00		0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00	16,250.00		0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00	16,250.00		0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00	16,250.00		0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00	16,250.00		0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00	16,250.00		0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00	16,250.00		0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00	15,000.00		0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00	15,000.00		0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00	15,000.00		0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00	15,000.00		0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00	15,000.00		0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00	15,000.00		0.00	0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00	15,000.00		0.00	0.00	.....
C3061	WALL/COLUMN/ENR		150,000.00	15,000.00		0.00	0.00	.....

March 10, 2016 4:48pm

User: ALBRL Term: TX

Progress Billing Worksheet  
 20 - POMA-COM CONSTRUCTION  
 15300 HASSEY TOWER  
 MOOD300 - MOD DEVELOPMENTS (197 YORKE) LP

Pg 4

Line#	Description	Unit Pr	DCM	Amount	Holdback	To Date	Units	Pct	Value	Revised
						-----			-----	Pct./Value
C3062	WALL/COLUMN/ROOF SLAB			100,000.00	10,000.00	0.00			0.00	.....
				15,930,000.00	1,593,000.00				0.00	.....
C4000	DEMOLITION			149,000.00	14,900.00	0.00			0.00	.....
				20,429,000.00	2,042,900.00				3,450,000.00	.....
Additions to Contract										
-----										
Unapproved Additions o Contract										
-----										
GRAND TOTAL				20,429,000.00	2,042,900.00				3,450,000.00	.....
Holdback Released										
-----										

==== End of Report =====



**Clearance Certificate / Certificat de décharge**

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000008WOIK	22-Feb-2016 to 19-May-2016

REMITTANCE ADVICE

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00002921  
Cheque Date May 31, 2016

278

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
04/12/16	Appl # 7	60001,0	452,000.00	-45,200.00	0.00	406,800.00
Total Remittance			452,000.00	-45,200.00	.00	406,800.00

**MOD Developments (197 Yonge) Limited Partnership**

Toronto, ON

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6



CHEQUE NUMBER  
mas02-00002921

DATE 0 5 3 1 2 0 1 6  
M M D D Y Y Y Y

PAY \*Four Hundred Six Thousand Eight Hundred Dollars 00 Cents

\$ \*\*\*\*\* 406,800.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada  
Per   
Per 

⑈0000 2921⑈ ⑆00 1 1 2⑈0 10⑆ 70⑈ 3930 1⑈

App# 7 - April 2016





# FORMA-CON CONSTRUCTION

(A DIVISION OF 1428508 ONTARIO LIMITED)

407 Basaltic Road  
280  
Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3ZA

Project: 15300  
MASSEY TOWER

Date: Apr 12/16

Appl #: 7

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$4,350,000.00	
6. Holdback	\$435,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$435,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$3,915,000.00	\$3,915,000.00
	-----	
10. Less line 9 from previous application	\$3,555,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$360,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$16,514,000.00
		=====
13. GST/HST BN # 863740692	\$46,800.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$406,800.00	
	=====	

**POSTED**

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 7

Date - Apr 12/16 - Apr 12/16

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<u>Contract</u>						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		450,000.00		450,000.00	450,000.00	0.00 0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 60%	600,000.00 40%	400,000.00 0.00*
		3,900,000.00		3,900,000.00	3,500,000.00	400,000.00 0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	0%	0.00 0%	0.00 0%	0.00 600,000.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	0%	0.00 0%	0.00 0%	0.00 600,000.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number = 7

Date = Apr 12/16 - Apr 12/16

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete			
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	200,000.00*		
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	180,000.00*		
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	162,500.00*		
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	162,500.00*		
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	162,500.00*		
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	162,500.00*		
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	162,500.00*		
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	162,500.00*		
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	162,500.00*		
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	162,500.00*		
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	150,000.00*		
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	150,000.00*		
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	150,000.00*		
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	150,000.00*		
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	150,000.00*		
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	150,000.00*		
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	150,000.00*		
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	150,000.00*		
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	100,000.00*		
		-----	-----	-----	-----	-----	-----		
		15,930,000.00		0.00	0.00	0.00	15,930,000.00		
		-----	-----	-----	-----	-----	-----		
24000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	149,000.00*		
		-----	-----	-----	-----	-----	-----		
Subtotal		20,429,000.00	21%	4,350,000.00	19%	3,950,000.00	2%	400,000.00	16,079,000.00

20 - FORMA-CON CONSTRUCTION  
 Billing Application  
 15300- MASSEY TOWER  
 Application Number - 7                      Date - Apr 12/16 - Apr 12/16

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	21% 4,350,000.00	19% 3,950,000.00	2% 400,000.00	16,079,000.00
	Less Holdback on lines noted (*)		435,000.00	395,000.00	40,000.00	
	Holdback Subtotal		3,915,000.00	3,555,000.00	360,000.00	
	Plus GST/HST on 360,000.00 86374069				46,800.00	
	Total this Billing				406,800.00	

\_\_\_\_\_  
 Approved by

\_\_\_\_\_  
 Approved by

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit	Pr	UDM	Amount	Holdback	Units	To Date Pct	Value	Revised Pct/Value
Contract										
*****										
<u>C1000 MOBILIZATION</u>										
C1001	CRANE ERECTION				300,000.00	30,000.00	100.00		300,000.00	.....
C1002	TRAILER MOBILIZATION				150,000.00	15,000.00	100.00		150,000.00	.....
					450,000.00	45,000.00			450,000.00	.....
<u>C2000 BASEMENT 3 TO GROUND</u>										
C2001	MAT SLAB				900,000.00	90,000.00	100.00		900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB				1,000,000.00	100,000.00	100.00		1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB				1,000,000.00	100,000.00	100.00		1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB				1,000,000.00	100,000.00	60.00		600,000.00	100%
					3,900,000.00	390,000.00			3,500,000.00	.....
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>										
C3001	WALL/COLUMN/LEVEL 2				600,000.00	60,000.00	0.00		0.00	.....
C3002	WALL/COLUMN/LEVEL 3				600,000.00	60,000.00	0.00		0.00	.....
C3003	WALL/COLUMN/LEVEL 4				450,000.00	45,000.00	0.00		0.00	.....
C3004	WALL/COLUMN/LEVEL 5				450,000.00	45,000.00	0.00		0.00	.....
C3005	WALL/COLUMN/LEVEL 6				450,000.00	45,000.00	0.00		0.00	.....
C3006	WALL/COLUMN/LEVEL 7				450,000.00	45,000.00	0.00		0.00	.....
C3007	WALL/COLUMN/LEVEL 8				450,000.00	45,000.00	0.00		0.00	.....
C3008	WALL/COLUMN/LEVEL 9				450,000.00	45,000.00	0.00		0.00	.....
C3009	WALL/COLUMN/LEVEL 10				450,000.00	45,000.00	0.00		0.00	.....
C3010	WALL/COLUMN/LEVEL 11				450,000.00	45,000.00	0.00		0.00	.....
C3011	WALL/COLUMN/LEVEL 12				400,000.00	40,000.00	0.00		0.00	.....
C3012	WALL/COLUMN/LEVEL 13				400,000.00	40,000.00	0.00		0.00	.....
C3013	WALL/COLUMN/LEVEL 14				400,000.00	40,000.00	0.00		0.00	.....



Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit Pr UOM	Amount	Holdback	----- To Date -----		Revised
					Units	Pct.	
C3014	WALL/COLUMN/LEVEL 15		400,000.00	40,000.00		0.00	0.00 .....
C3015	WALL/COLUMN/LEVEL 16		300,000.00	30,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17		300,000.00	30,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18		300,000.00	30,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19		300,000.00	30,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20		300,000.00	30,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21		250,000.00	25,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22		250,000.00	25,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23		250,000.00	25,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24		250,000.00	25,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25		250,000.00	25,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26		200,000.00	20,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27		200,000.00	20,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28		200,000.00	20,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29		200,000.00	20,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30		200,000.00	20,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31		200,000.00	20,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32		200,000.00	20,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33		200,000.00	20,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34		200,000.00	20,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35		200,000.00	20,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36		200,000.00	20,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37		200,000.00	20,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38		200,000.00	20,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODB300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit Pr UOM	Amount	Holdback	----- To Date -----		Revised
					Units	Pct	
C3038	WALL/COLUMN/LEVEL 39		200,000.00	20,000.00		0.00	0.00 .....
C3039	WALL/COLUMN/LEVEL 40		200,000.00	20,000.00		0.00	0.00 .....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	20,000.00		0.00	0.00 .....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	20,000.00		0.00	0.00 .....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	20,000.00		0.00	0.00 .....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	20,000.00		0.00	0.00 .....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	20,000.00		0.00	0.00 .....
C3045	WALL/COLUMN/LEVEL 46		180,000.00	18,000.00		0.00	0.00 .....
C3046	WALL/COLUMN/LEVEL 47		162,500.00	16,250.00		0.00	0.00 .....
C3047	WALL/COLUMN/LEVEL 48		162,500.00	16,250.00		0.00	0.00 .....
C3048	WALL/COLUMN/LEVEL 49		162,500.00	16,250.00		0.00	0.00 .....
C3049	WALL/COLUMN/LEVEL 50		162,500.00	16,250.00		0.00	0.00 .....
C3050	WALL/COLUMN/LEVEL 51		162,500.00	16,250.00		0.00	0.00 .....
C3051	WALL/COLUMN/LEVEL 52		162,500.00	16,250.00		0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53		162,500.00	16,250.00		0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54		162,500.00	16,250.00		0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55		150,000.00	15,000.00		0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56		150,000.00	15,000.00		0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57		150,000.00	15,000.00		0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58		150,000.00	15,000.00		0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59		150,000.00	15,000.00		0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60		150,000.00	15,000.00		0.00	0.00 .....
C3060	WALL/COLUMN/MPH		150,000.00	15,000.00		0.00	0.00 .....
C3061	WALL/COLUMN/EMR		150,000.00	15,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line# Description	Unit P: UOM	Amount	Holdback	To Date Units Pct	Value	Revised Pct/Value
03062 WALL/COLUMN/ROOF SLAB		100,000.00	10,000.00	0.00	0.00	.....
		15,930,000.00	1,593,000.00		0.00	
04000 DEMOBILIZATION		149,000.00	14,900.00	0.00	0.00	.....
		20,429,000.00	2,042,900.00		3,950,000.00	
Additions to Contract *****						
Unapproved Additions to Contract *****						
.....						
GRAND TOTAL		20,429,000.00	2,042,900.00		3,950,000.00	
.....						
Holdback Released *****						
.....						

\*\*\*\*\* End of Report \*\*\*\*\*

# Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document **288**

**CCDC 9A - 2001**

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 6  
dated the 20th day of March,  
in the year 2016.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner  
MOD Developments (197 Yonge) Limited Partnership

Name of Contractor  
FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant  
Domenic Dipede

Position or Title (of office held with Contractor)  
Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:


- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.


I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 4 day of April,  
City/Town and Province

in the year 2016

Maija Pluto, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires June 15, 2018.

  
Signature of Declarant

  
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

**CCDC** Copyright 2001  
Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000008WOIK	22-Feb-2016 to 19-May-2016

**REMITTANCE ADVICE**

Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
 Cheque Number mas02-00002978  
 Cheque Date Jun 30, 2016

290

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
05/18/16	MOD Developments (197 Yonge) Limited Partnership Appl # 8	60001,0	203,400.00	-20,340.00	0.00	183,060.00
Total Remittance			203,400.00	-20,340.00	.00	183,060.00

*May 16 1*

**MOD Developments (197 Yonge) Limited Partnership**

Toronto, ON

CIBC  
 1 ST CLAIR AVENUE WEST  
 TORONTO, ON M4V 1K6

CHEQUE NUMBER  
 mas02-00002978

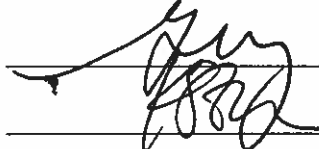
DATE 0 6 3 0 2 0 1 6  
 X M D D Y Y Y Y

PAY \*One Hundred Eighty Three Thousand Sixty Dollars 00 Cents

\$ \*\*\*\*\* 183,060.00

Canada

TO THE ORDER OF  
 Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

Per   
 Per \_\_\_\_\_

⑈00002978⑈ ⑆00112⑆010⑆ 70⑆39301⑈

Cheque  
 Deposit  
 Date July 8/16  
 Account No. 32120  
 INTER-ACCESS TRANSIT  
 CURRENT ACCOUNT

**CURRENT ACCOUNT**  
 Inter-Access Transit  
074111  
 Account No.  
32120

Date July 8/16

Cheques	Amount
1 <u>HomeTel</u>	<u>9,254 70</u>
2 <u>MOB</u>	<u>183,060 00</u>
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
<b>Total Number of Cheques</b>	<b>192,314 70</b>

2

Bank Teller's Init.



National Bank is a trademark used by National Bank of Canada. 14535-002 (2012-04-16)

Account Holder

Cheque  
 Deposit  
 Date July 8/16  
 Account No. 32120  
 INTER-ACCESS TRANSIT  
 CURRENT ACCOUNT

**CURRENT ACCOUNT**  
 Inter-Access Transit  
074111  
 Account No.  
32120



Date July 8/16

Name Ferris - Cor

Cash	Dollars	Cts
<input type="checkbox"/> X 5		00
<input type="checkbox"/> X 10		00
<input type="checkbox"/> X 20		00
<input type="checkbox"/> X 50		00
<input type="checkbox"/> X 100		00
<input type="checkbox"/> X 1000		00
Note Total	<u>10</u>	
Coin Total		
Sub Total	<u>8</u>	
Item Total	<u>192,314</u>	<u>70</u>
NET DEPOSIT	<u>192,314</u>	<u>70</u>

MasterCard    
 Cheques Total    
 Number of Items Deposited  2

03631-006  
 NATIONAL BANK OF CANADA  
 2016  
 3175 RUTHERFORD RD, UNIT 82  
 VAUGHAN ONTARIO  
 10 03631-006

Bank Teller's Init.

Signature of Depositor

National Bank is a trademark used by National Bank of Canada. 14535-002 (2012-04-16)



# FORMA-CON CONSTRUCTION

( A DIVISION OF 1428508 ONTARIO LIMITED )

292  
407 Basaltic Road  
Concord, Ontario  
L4K 4W8

Phone (905) 303-8010  
Fax (905) 303-8013

**POSTED**

**APPLICATION FOR PAYMENT**

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3ZA

Project: 15300  
MASSEY TOWER

Date: May 18/16

Appl #: 8

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$4,530,000.00	
6. Holdback	\$453,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$453,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$4,077,000.00	\$4,077,000.00
	-----	
10. Less line 9 from previous application	\$3,915,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$162,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$16,352,000.00
		=====
13. GST/HST BN # 863740692	\$21,060.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$183,060.00	
	=====	



## 20 - FORMA CON CONSTRUCTION

Billing Application

Pg 1

15300- MASSEY TOWER

Application Number - 8

Date - May 18/16 - May 18/16

Line# Description	Contract						Balance to Complete	
	Value	Pct-----	To Date	Pct----	Prev Billed	Pct---This Billing		
Contract								
-----								
<u>C1000 MOBILIZATION</u>								
C1001 CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C1002 TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
	450,000.00		450,000.00		450,000.00		0.00	0.00
<u>C2000 BASEMENT 3 TO GROUND</u>								
C2001 MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0%	0.00	0.00*
C2002 FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2003 FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2004 FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
	3,900,000.00		3,900,000.00		3,900,000.00		0.00	0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>								
C3001 WALL/COLUMN/LEVEL 2	600,000.00	30%	180,000.00	0%	0.00	30%	180,000.00	420,000.00*
C3002 WALL/COLUMN/LEVEL 3	600,000.00	0%	0.00	0%	0.00	0%	0.00	600,000.00*
C3003 WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3004 WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3005 WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3006 WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3007 WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3008 WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3009 WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3010 WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3011 WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3012 WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3013 WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3014 WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3015 WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3016 WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3017 WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3018 WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3019 WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3020 WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3021 WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3022 WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3023 WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3024 WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3025 WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3026 WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3027 WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3028 WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3029 WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3030 WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*

## 20 - FORMA-CON CONSTRUCTION

Billing Application

Pg 2

15300- MASSEY TOWER

Application Number - 8

Date - May 18/16 - May 18/16

Line#	Description	Contract			Balance				
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	to Complete			
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0.00	180,000.00*	
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0.00	100,000.00*	
		-----		-----		-----			
		15,930,000.00		180,000.00		0.00	180,000.00	15,750,000.00	
		-----		-----		-----			
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	0.00	149,000.00*	
		-----		-----		-----			
Subtotal		20,429,000.00	22%	4,530,000.00	21%	4,350,000.00	1%	180,000.00	15,899,000.00

20 - FORMA-CON CONSTRUCTION  
 Billing Application  
 15300- MASSEY TOWER  
 Application Number - 8                      Date - May 18/16 - May 18/16

Line# Description	Contract Value	Pct-----To Date	Pct---Prev Billed	Pct--This Billing	Balance to Complete
Total Contract	20,429,000.00	22% 4,530,000.00	21% 4,350,000.00	1% 180,000.00	15,899,000.00
Less Holdback on lines noted (*)		453,000.00	435,000.00	18,000.00	
Holdback Subtotal		4,077,000.00	3,915,000.00	162,000.00	
Plus GST/HST on 162,000.00 86374069		2		21,060.00	
Total this Billing				183,060.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

296

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit	Pr	UOM	Amount	Holdback	----- To Date -----		Revised
							Units	Pct	Pct/Value
									Value
Contract									
*****									
<u>C1000 MOBILIZATION</u>									
C1001	CRANE ERECTION				300,000.00	30,000.00	100.00		300,000.00 .....
C1002	TRAILER MOBILIZATION				150,000.00	15,000.00	100.00		150,000.00 .....
					-----	-----			-----
					450,000.00	45,000.00			450,000.00
<u>C2000 BASEMENT 3 TO GROUND</u>									
C2001	MAT SLAB				900,000.00	90,000.00	100.00		900,000.00 .....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB				1,000,000.00	100,000.00	100.00		1,000,000.00 .....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB				1,000,000.00	100,000.00	100.00		1,000,000.00 .....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB				1,000,000.00	100,000.00	100.00		1,000,000.00 .....
					-----	-----			-----
					3,900,000.00	390,000.00			3,900,000.00
<u>C3000 GRND TO LEVEL 60/MFH/ROOF</u>									
C3001	WALL/COLUMN/LEVEL 2				600,000.00	60,000.00	0.00		0.00
C3002	WALL/COLUMN/LEVEL 3				600,000.00	60,000.00	0.00		0.00 .....
C3003	WALL/COLUMN/LEVEL 4				450,000.00	45,000.00	0.00		0.00 .....
C3004	WALL/COLUMN/LEVEL 5				450,000.00	45,000.00	0.00		0.00 .....
C3005	WALL/COLUMN/LEVEL 6				450,000.00	45,000.00	0.00		0.00 .....
C3006	WALL/COLUMN/LEVEL 7				450,000.00	45,000.00	0.00		0.00 .....
C3007	WALL/COLUMN/LEVEL 8				450,000.00	45,000.00	0.00		0.00 .....
C3008	WALL/COLUMN/LEVEL 9				450,000.00	45,000.00	0.00		0.00 .....
C3009	WALL/COLUMN/LEVEL 10				450,000.00	45,000.00	0.00		0.00 .....
C3010	WALL/COLUMN/LEVEL 11				450,000.00	45,000.00	0.00		0.00 .....
C3011	WALL/COLUMN/LEVEL 12				400,000.00	40,000.00	0.00		0.00 .....
C3012	WALL/COLUMN/LEVEL 13				400,000.00	40,000.00	0.00		0.00 .....
C3013	WALL/COLUMN/LEVEL 14				400,000.00	40,000.00	0.00		0.00 .....

30 %

297

Progress Billing Worksheet  
 20 - FORM-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit	Pr	UOM	Amount	Holdback	----- To Date -----		Revised
							Units	Pct	Value
C3014	WALL/COLUMN/LEVEL 15				400,000.00	40,000.00		0.00	0.00 .....
C3015	WALL/COLUMN/LEVEL 16				300,000.00	30,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00	30,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00	30,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00	30,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00	30,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00	25,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00	25,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00	25,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00	25,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00	25,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00	20,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00	20,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00	20,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00	20,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00	20,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00	20,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00	20,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00	20,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00	20,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00	20,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00	20,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00	20,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00	20,000.00		0.00	0.00 .....

298

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line#	Description	Unit	Fr	UOM	Amount	Holdback	----- To Date -----		Revised
							Units	Pct	Value
C3038	WALL/COLUMN/LEVEL 39				200,000.00	20,000.00		0.00	0.00 .....
C3039	WALL/COLUMN/LEVEL 40				200,000.00	20,000.00		0.00	0.00 .....
C3040	WALL/COLUMN/LEVEL 41				200,000.00	20,000.00		0.00	0.00 .....
C3041	WALL/COLUMN/LEVEL 42				200,000.00	20,000.00		0.00	0.00 .....
C3042	WALL/COLUMN/LEVEL 43				200,000.00	20,000.00		0.00	0.00 .....
C3043	WALL/COLUMN/LEVEL 44				200,000.00	20,000.00		0.00	0.00 .....
C3044	WALL/COLUMN/LEVEL 45				200,000.00	20,000.00		0.00	0.00 .....
C3045	WALL/COLUMN/LEVEL 46				180,000.00	18,000.00		0.00	0.00 .....
C3046	WALL/COLUMN/LEVEL 47				162,500.00	16,250.00		0.00	0.00 .....
C3047	WALL/COLUMN/LEVEL 48				162,500.00	16,250.00		0.00	0.00 .....
C3048	WALL/COLUMN/LEVEL 49				162,500.00	16,250.00		0.00	0.00 .....
C3049	WALL/COLUMN/LEVEL 50				162,500.00	16,250.00		0.00	0.00 .....
C3050	WALL/COLUMN/LEVEL 51				162,500.00	16,250.00		0.00	0.00 .....
C3051	WALL/COLUMN/LEVEL 52				162,500.00	16,250.00		0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53				162,500.00	16,250.00		0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54				162,500.00	16,250.00		0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55				150,000.00	15,000.00		0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56				150,000.00	15,000.00		0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57				150,000.00	15,000.00		0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58				150,000.00	15,000.00		0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59				150,000.00	15,000.00		0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60				150,000.00	15,000.00		0.00	0.00 .....
C3060	WALL/COLUMN/MPH				150,000.00	15,000.00		0.00	0.00 .....
C3061	WALL/COLUMN/EMR				150,000.00	15,000.00		0.00	0.00 .....

299

Progress Billing Worksheet  
 20 - FORMA-COM CONSTRUCTION  
 15300 MASSEY TOWER  
 MODD300 - MOD DEVELOPMENTS (197 YONGE) LP

Line# Description	Unit	Pr	COM	Amount	Holdback	To Date		Revised
						Units	Pct	Pct/Value
C3062 WALL/COLUMN/ROOF SLAB				100,000.00	10,000.00	0.00	0.00	/
				15,930,000.00	1,593,000.00		0.00	/
C4000 DEMOBILIZATION				149,000.00	14,900.00	0.00	0.00	/
				20,429,000.00	2,042,900.00		4,350,000.00	/
Additions to Contract								
Unapproved Additions o Contract								
GRAND TOTAL								
				20,429,000.00	2,042,900.00		4,350,000.00	
Holdback Released								

==== End of Report ====

# Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 7  
dated the 12th day of April,  
in the year 2016.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner

MOD Developments (197 Yonge) Limited Partnership

Name of Contractor

FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant

Domenic Dipede

Position or Title (of office held with Contractor)

Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 17th day of May,  
City/Town and Province

in the year 2016.

  
Signature of Declarant

  
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

Matthew David Presta, a Commissioner, etc.  
Province of Ontario, while a Student-at-Law.  
Expires June 15, 2018.

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000009K25H	20-May-2016 to 19-Aug-2016

# REMITTANCE ADVICE

FormaCon    Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership **902**  
 Cheque Number    mas02-00003037  
 Cheque Date        Jul 31, 2016

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
06/20/16	MOD Developments (197 Yonge) Limited Partnership Appl #: 9	60001,0	406,800.00	-40,680.00	0.00	366,120.00
<b>Total Remittance</b>			<b>406,800.00</b>	<b>-40,680.00</b>	<b>.00</b>	<b>366,120.00</b>

**MOD Developments (197 Yonge) Limited Partnership**  
 900 -666 Burrard St  
 Vancouver, BC V6C 2X8

**CIBC**  
 1 ST CLAIR AVENUE WEST  
 TORONTO, ON M4V 1K6

*June 20/14*


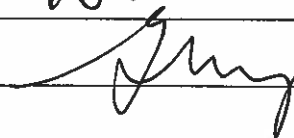
CHEQUE NUMBER  
 mas02-00003037

DATE    0 7 3 1 2 0 1 6  
          M M D D Y Y Y Y

PAY            \*Three Hundred Sixty Six Thousand One Hundred Twenty Dollars 00 Cents    \$ \*\*\*\*\* 366,120.00

TO THE ORDER OF        Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

Canada

Per   
 Per 

⑈00003037⑈ ⑆001120010⑆ 70039301⑈

CURRENT ACCOUNT  
Inter-Access Transit  
107411

Account No.  
32120

Date Aug. 4/16

Cheques	Amount
1 MOD	366,120 00
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Total Number of Cheques  
1

366,120 00

Bank Teller's Init.



National Bank is a trademark used by National Bank of Canada.  
14535-002 (2012-04-16)

Account Holder



CURRENT ACCOUNT  
Inter-Access Transit  
107411

Account No.  
32120

Date Aug. 4/16

Name Forma - Con

Cash	Dollars	Cts
<input type="checkbox"/>		
<input checked="" type="checkbox"/>	5	00
<input checked="" type="checkbox"/>	10	00
<input checked="" type="checkbox"/>	20	00
<input checked="" type="checkbox"/>	50	00
<input checked="" type="checkbox"/>	100	00
<input checked="" type="checkbox"/>	1000	00
	Total	▶
	Total	▶
	Total	▶
	MasterCard	▶
	Cheques Total	▶

Number of Items Deposited: (B) + (C) 366,120 00

NET DEPOSIT (A) + (B) + (C) 366,120 00

Bank Teller's Init.

Signature of Depositor  
*J. L. Porto*

National Bank is a trademark used by National Bank of Canada.  
14535-002 (2012-04-16)

03631-0086  
 NATIONAL BANK OF CANADA  
 AUG 04 2016  
 815 RUTHERFORD RD. UNIT 20  
 VALENTIAN ONTARIO



20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 9

Date - Jun 01/16 - Jun 30/16

Line#	Description	Contract				Balance to Complete			
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
Contract									
*****									
<u>1000 MOBILIZATION</u>									
1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	
		450,000.00		450,000.00		450,000.00		0.00	0.00
<u>2000 BASEMENT 3 TO GROUND</u>									
2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0%	0.00	0.00*
2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	
		3,900,000.00		3,900,000.00		3,900,000.00		0.00	0.00
<u>3000 GRND TO LEVEL 60/MPH/ROOF</u>									
3001	WALL/COLUMN/LEVEL 2	600,000.00	90%	540,000.00	30%	180,000.00	60%	360,000.00	60,000.00*
3002	WALL/COLUMN/LEVEL 3	600,000.00	0%	0.00	0%	0.00	0%	0.00	600,000.00*
3003	WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3004	WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3005	WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3006	WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3007	WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3008	WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3009	WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3010	WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
3011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 9

Date - Jun 01/16 - Jun 30/16

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		540,000.00		180,000.00		360,000.00	15,390,000.00
		-----		-----		-----		-----	
4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	24%	4,890,000.00	22%	4,530,000.00	21%	360,000.00	15,539,000.00

20 - FORMA-CÓN CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 9

Date - Jun 01/16 - Jun 30/16

Line# Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct--This Billing	Balance to Complete			
Total Contract	20,429,000.00	24%	4,890,000.00	22%	4,530,000.00	2%	360,000.00	15,539,000.00
Less Holdback on lines noted (*)			489,000.00		453,000.00		36,000.00	
Holdback Subtotal			4,401,000.00		4,077,000.00		324,000.00	
Plus GST/HST on 324,000.00 86374069		2					42,120.00	
Total this Billing							366,120.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
										Pct/Value
Contract										
=====										
<u>C1000 MOBILIZATION</u>										
C1001	CRANE ERECTION				300,000.00	100.00			300,000.00	.....
C1002	TRAILER MOBILIZATION				150,000.00	100.00			150,000.00	.....
					-----				-----	
					450,000.00				450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>										
C2001	MAT SLAB				900,000.00	100.00			900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB				1,000,000.00	100.00			1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB				1,000,000.00	100.00			1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB				1,000,000.00	100.00			1,000,000.00	.....
					-----				-----	
					3,900,000.00				3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>										
C3001	WALL/COLUMN/LEVEL 2				600,000.00	30.00			180,000.00	90%
C3002	WALL/COLUMN/LEVEL 3				600,000.00	0.00			0.00	.....
C3003	WALL/COLUMN/LEVEL 4				450,000.00	0.00			0.00	.....
C3004	WALL/COLUMN/LEVEL 5				450,000.00	0.00			0.00	.....
C3005	WALL/COLUMN/LEVEL 6				450,000.00	0.00			0.00	.....
C3006	WALL/COLUMN/LEVEL 7				450,000.00	0.00			0.00	.....
C3007	WALL/COLUMN/LEVEL 8				450,000.00	0.00			0.00	.....
C3008	WALL/COLUMN/LEVEL 9				450,000.00	0.00			0.00	.....
C3009	WALL/COLUMN/LEVEL 10				450,000.00	0.00			0.00	.....
C3010	WALL/COLUMN/LEVEL 11				450,000.00	0.00			0.00	.....
C3011	WALL/COLUMN/LEVEL 12				400,000.00	0.00			0.00	.....
C3012	WALL/COLUMN/LEVEL 13				400,000.00	0.00			0.00	.....
C3013	WALL/COLUMN/LEVEL 14				400,000.00	0.00			0.00	.....
C3014	WALL/COLUMN/LEVEL 15				400,000.00	0.00			0.00	.....



Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Value	Revised
						Units	Pct		Pct/Value
C3039	WALL/COLUMN/LEVEL 40				200,000.00	0.00		0.00	.....
C3040	WALL/COLUMN/LEVEL 41				200,000.00	0.00		0.00	.....
C3041	WALL/COLUMN/LEVEL 42				200,000.00	0.00		0.00	.....
C3042	WALL/COLUMN/LEVEL 43				200,000.00	0.00		0.00	.....
C3043	WALL/COLUMN/LEVEL 44				200,000.00	0.00		0.00	.....
C3044	WALL/COLUMN/LEVEL 45				200,000.00	0.00		0.00	.....
C3045	WALL/COLUMN/LEVEL 46				180,000.00	0.00		0.00	.....
C3046	WALL/COLUMN/LEVEL 47				162,500.00	0.00		0.00	.....
C3047	WALL/COLUMN/LEVEL 48				162,500.00	0.00		0.00	.....
C3048	WALL/COLUMN/LEVEL 49				162,500.00	0.00		0.00	.....
C3049	WALL/COLUMN/LEVEL 50				162,500.00	0.00		0.00	.....
C3050	WALL/COLUMN/LEVEL 51				162,500.00	0.00		0.00	.....
C3051	WALL/COLUMN/LEVEL 52				162,500.00	0.00		0.00	.....
C3052	WALL/COLUMN/LEVEL 53				162,500.00	0.00		0.00	.....
C3053	WALL/COLUMN/LEVEL 54				162,500.00	0.00		0.00	.....
C3054	WALL/COLUMN/LEVEL 55				150,000.00	0.00		0.00	.....
C3055	WALL/COLUMN/LEVEL 56				150,000.00	0.00		0.00	.....
C3056	WALL/COLUMN/LEVEL 57				150,000.00	0.00		0.00	.....
C3057	WALL/COLUMN/LEVEL 58				150,000.00	0.00		0.00	.....
C3058	WALL/COLUMN/LEVEL 59				150,000.00	0.00		0.00	.....
C3059	WALL/COLUMN/LEVEL 60				150,000.00	0.00		0.00	.....
C3060	WALL/COLUMN/MPH				150,000.00	0.00		0.00	.....
C3061	WALL/COLUMN/EMR				150,000.00	0.00		0.00	.....
C3062	WALL/COLUMN/ROOF SLAB				100,000.00	0.00		0.00	.....

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
										Pct/Value
					15,930,000.00				100,000.00	
C4000	DEMOBILIZATION				149,000.00		0.00		0.00	
					20,429,000.00				4,530,000.00	
Additions to Contract										
=====										
Unapproved Additions o Contract										
=====										
.....										
<b>GRAND TOTAL</b>					<b>20,429,000.00</b>				<b>4,530,000.00</b>	
.....										
Holdback Released										
=====										
.....										

\*\*\*\*\* End of Report \*\*\*\*\*

# Statutory Declaration of Progress Payment Distribution by Contractor

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 8  
dated the 18th day of May,  
in the year 2016.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner

MOD Developments (197 Yonge) Limited Partnership

Name of Contractor

FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant

Domenic Dipede

Position or Title (of office held with Contractor)

Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 16<sup>th</sup> day of June,  
City/Town and Province

in the year 2016.

Signature of Declarant

*Matthew David Presta*  
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

Matthew David Presta, a Commissioner, etc.,  
Province of Ontario, while a Student-at-Law.  
Expires June 15, 2018.

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000009K25H	20-May-2016 to 19-Aug-2016

**REMITTANCE ADVICE**

FormaCon    Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
 Cheque Number mas02-00003144  
 Cheque Date Aug 31, 2016

313

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 07/20/16	MOD Developments (197 Yonge) Limited Partnership Appl #: 10	60001,0	474,600.00	-47,460.00	0.00	427,140.00
<b>Total Remittance</b>			<b>474,600.00</b>	<b>-47,460.00</b>	<b>.00</b>	<b>427,140.00</b>

**MOD Developments (197 Yonge) Limited Partnership**  
 900 -666 Burrard St  
 Vancouver, BC V6C 2X8

CIBC  
 1 ST CLAIR AVENUE WEST  
 TORONTO, ON M4V 1K6

*July 16*

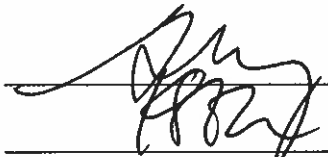
CHEQUE NUMBER  
 mas02-00003144

DATE 0 8 3 1 2 0 1 6  
 M M D D Y Y Y Y

PAY \*Four Hundred Twenty Seven Thousand One Hundred Forty Dollars 00 Cents \$ \*\*\*\*\* 427,140.00

TO THE ORDER OF  
 Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

Canada

Per   
 Per \_\_\_\_\_

⑈00003144⑈ ⑆001120010⑆ 700039301⑈

Date Sept. 7/16 32120  
 ACCOUNT NO  
 074111

CURRENT ACCOUNT  
 Inter-Access Transit  
 074111

Account No.  
 32120

Date Sept. 7/16

Cheques	Amount
1 MOD	427,140 00
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Total Number of Cheques  
 1

427,140 00

Bank Teller's Init.



National Bank is a trademark used by National Bank of Canada.  
 14535-002 (2012-04-16)

Account Holder

Date Sept. 7/16 32120  
 ACCOUNT NO  
 074111

CURRENT ACCOUNT  
 Inter-Access Transit  
 074111

Account No.  
 32120

Date Sept. 7/16

Name Formu-Cen

Cash	Dollars	Cts
X 5		00
X 10		00
X 20		00
X 30		00
X 40		00
X 50		00
X 60		00
X 70		00
X 80		00
X 90		00
X 100		00
Item Total		
MasterCard		
Cheques Total		
Item Total		
NET DEPOSIT		

Number of Items Deposited  
 1

427,140 00

NET DEPOSIT  
 427,140 00

Bank Teller's Init. Signature of Depositor

*J. D. Pinto*

National Bank is a trademark used by National Bank of Canada.  
 14535-002 (2012-04-16)



# FORMA-CON CONSTRUCTION

( A DIVISION OF 1428508 ONTARIO LIMITED )

407 Basaltic Road  
**315**  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013

**POSTED**

APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3ZA

Project: 15300  
 MASSEY TOWER

Date: Jul 20/16

Appl #: 10

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$5,310,000.00	
6. Holdback	\$531,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$531,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$4,779,000.00	\$4,779,000.00
	-----	
10. Less line 9 from previous application	\$4,401,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$378,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$15,650,000.00
		=====
13. GST/HST BN # 863740692	\$49,140.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$427,140.00	
	=====	

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 10

Date - Jul 01/16 - Jul 31/16

Line#	Description	Contract Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing	Balance to Complete
<u>Contract</u>						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00 0% 0.00 0.00*
		-----		-----		-----
		450,000.00		450,000.00		450,000.00 0.00 0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00 0% 0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
		-----		-----		-----
		3,900,000.00		3,900,000.00		3,900,000.00 0.00 0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	90%	540,000.00 10% 60,000.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	60%	360,000.00	0%	0.00 60% 360,000.00 240,000.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	0.00 0% 0.00 450,000.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*



20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 10

Date - Jul 01/16 - Jul 31/16

Line#	Description	Contract			Billing			Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
13031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
13046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		960,000.00		540,000.00		420,000.00	14,970,000.00
		-----							
14000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----							
Subtotal		20,429,000.00	26%	5,310,000.00	24%	4,890,000.00	2%	420,000.00	15,119,000.00

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 10

Date - Jul 01/16 - Jul 31/16

Line# Description	Contract Value	Pct-----To Date	Pct---Prev Billed	Pct--This Billing	Balance to Complete			
Total Contract	20,429,000.00	26%	5,310,000.00	24%	4,890,000.00	2%	420,000.00	15,119,000.00
Less Holdback on lines noted (*)			531,000.00		489,000.00		42,000.00	
Holdback Subtotal			4,779,000.00		4,401,000.00		378,000.00	
Plus GST/HST on 378,000.00 86374069							49,140.00	
Total this Billing							427,140.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Line#	Description	Unit	Pr	UOM	Amount	To Date		Value	Revised Pct/Value
						Units	Pct		
Contract									
*****									
<u>C1000 MOBILIZATION</u>									
C1001	CRANE ERECTION				300,000.00	100.00		300,000.00	.....
C1002	TRAILER MOBILIZATION				150,000.00	100.00		150,000.00	.....
					-----			-----	
					450,000.00			450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>									
C2001	MAT SLAB				900,000.00	100.00		900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB				1,000,000.00	100.00		1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB				1,000,000.00	100.00		1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB				1,000,000.00	100.00		1,000,000.00	.....
					-----			-----	
					3,900,000.00			3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>									
C3001	WALL/COLUMN/LEVEL 2				600,000.00	90.00		540,000.00	.....
C3002	WALL/COLUMN/LEVEL 3				600,000.00	0.00		0.00	.....
C3003	WALL/COLUMN/LEVEL 4				450,000.00	0.00		0.00	.....
C3004	WALL/COLUMN/LEVEL 5				450,000.00	0.00		0.00	.....
C3005	WALL/COLUMN/LEVEL 6				450,000.00	0.00		0.00	.....
C3006	WALL/COLUMN/LEVEL 7				450,000.00	0.00		0.00	.....
C3007	WALL/COLUMN/LEVEL 8				450,000.00	0.00		0.00	.....
C3008	WALL/COLUMN/LEVEL 9				450,000.00	0.00		0.00	.....
C3009	WALL/COLUMN/LEVEL 10				450,000.00	0.00		0.00	.....
C3010	WALL/COLUMN/LEVEL 11				450,000.00	0.00		0.00	.....
C3011	WALL/COLUMN/LEVEL 12				400,000.00	0.00		0.00	.....
C3012	WALL/COLUMN/LEVEL 13				400,000.00	0.00		0.00	.....
C3013	WALL/COLUMN/LEVEL 14				400,000.00	0.00		0.00	.....
C3014	WALL/COLUMN/LEVEL 15				400,000.00	0.00		0.00	.....

100%

60%

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	
C3015	WALL/COLUMN/LEVEL 16				300,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00		0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39				200,000.00		0.00	0.00 .....

Line#	Description	Unit Pr UOM	Amount	----- To Date ----- Units Pct	Value	Revised Pct/Value
C3039	WALL/COLUMN/LEVEL 40		200,000.00	0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00	0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00	0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00	0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00	0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00	0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00	0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00	0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00	0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00	0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00	0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00	0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00	0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00	0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00	0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00	0.00	0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00	0.00	0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00	0.00	0.00	.....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00	0.00	0.00	.....

Line#	Description	Unit	Pr	UOM	Amount	To Date	Units	Pct	Value	Revised
										Pct/Value
					15,930,000.00				540,000.00	
C4000	DEMobilIZATION				149,000.00			0.00	0.00	
					20,429,000.00				4,890,000.00	

Additions to Contract  
 =====

Unapproved Additions o Contract  
 =====

.....  
 GRAND TOTAL 20,429,000.00 4,890,000.00  
 .....

Holdback Released  
 =====

==== End of Report =====

# Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document <sup>323</sup>

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 9  
dated the 20th day of June,  
in the year 2016.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner  
MOD Developments (197 Yonge) Limited Partnership

Name of Contractor  
FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant  
Domenic Dipede

Position or Title (of office held with Contractor)  
Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 12<sup>th</sup> day of July,  
in the year 2016.  
City/Town and Province

[Signature]  
Signature of Declarant

[Signature]  
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)  
Solicitor in the Province of Ontario

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E2000009K25H	20-May-2016 to 19-Aug-2016



**REMITTANCE ADVICE**

FormaCon    Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership **325**  
 Cheque Number mas02-00003199  
 Cheque Date Sep 30, 2016

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
08/20/16	Appl # 11	60001,0	779,700.00	-77,970.00	0.00	701,730.00
<b>Total Remittance</b>			<b>779,700.00</b>	<b>-77,970.00</b>	<b>.00</b>	<b>701,730.00</b>

**MOD Developments (197 Yonge) Limited Partnership**

900 -666 Burrard St  
 Vancouver, BC V6C 2X8

CIBC  
 1 ST CLAIR AVENUE WEST  
 TORONTO, ON M4V 1K6


CHEQUE NUMBER  
 mas02-00003199

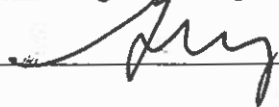
DATE 0 9 3 0 2 0 1 6  
 M M D D Y Y Y Y

PAY            \*Seven Hundred One Thousand Seven Hundred Thirty Dollars 00 Cents            \$ \*\*\*\*\* 701,730.00

TO            Forma-Con Construction  
 THE         407 Basaltic Road  
 ORDER     Concord, ON L4K 4W8  
 OF

Canada

Per 

Per 

⑈00003199⑈ ⑆00112⑆0101: 70⑈39301⑈

*Aug 16 Inv*

326

CURRENT ACCOUNT  
Inter-Access Transit  
10.7.4.1.1

NATIONAL BANK

CURRENT ACCOUNT  
Inter-Access Transit  
10.7.4.1.1

Account No.  
32120

Account No.  
32120

Date Oct. 11/16

Date Oct. 11/16

Cheques	Amount
1 MOD	701,730 00
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Name Fernca - Con

Cash	Dollars	Cts
X 5		00
X 10		00
X 20		00
X 50		00
X 100		00
X 1000		00
Note Total		
Coin Total		
Sub-Total (A)		
MasterCard (B)		
Cheques Total (C)		

Total Number of Cheques  
701,730 00

Item Total (B) + (C)  
701,730 00

NET DEPOSIT (A) + (B) + (C)  
701,730 00

Bank Teller's Init.

Bank Teller's Init.

Signature of Depositor

NATIONAL BANK

National Bank is a trademark used by National Bank of Canada. 14535-002 (2012-04-16)

National Bank is a trademark used by National Bank of Canada. 14535-002 (2012-04-16)

Account Holder

Aug 16

03631-006  
BANK OF CANADA  
OCT 11 2016



# FORMA-CON CONSTRUCTION

( A DIVISION OF 1428508 ONTARIO LIMITED )

407 Basaltic Road  
**327**  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

**POSTED**

APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3ZA

Project: 15300  
 MASSEY TOWER

Date: Aug 20/16

Appl #: 11

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$6,000,000.00	
6. Holdback	\$600,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$600,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$5,400,000.00	\$5,400,000.00
	-----	
10. Less line 9 from previous application	\$4,779,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$621,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$15,029,000.00
		=====
13. GST/HST BN # 863740692	\$80,730.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$701,730.00	
	=====	

## 20 - FORMA-CON CONSTRUCTION

Pg 1

Billing Application

15300- MASSEY TOWER

Application Number - 11

Date - Aug 01/16 - Aug 31/16

Line# Description	Contract			Billing Application			Balance to Complete	
	Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing				
<b>Contract</b>								
*****								
<b>C1000 MOBILIZATION</b>								
C1001 CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C1002 TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
	-----		-----		-----		-----	
	450,000.00		450,000.00		450,000.00		0.00	0.00
<b>C2000 BASEMENT 3 TO GROUND</b>								
C2001 MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0%	0.00	0.00*
C2002 FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2003 FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2004 FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
	-----		-----		-----		-----	
	3,900,000.00		3,900,000.00		3,900,000.00		0.00	0.00
<b>C3000 GRND TO LEVEL 60/MPH/ROOF</b>								
C3001 WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
C3002 WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	60%	360,000.00	40%	240,000.00	0.00*
C3003 WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	0%	0.00	100%	450,000.00	0.00*
C3004 WALL/COLUMN/LEVEL 5	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3005 WALL/COLUMN/LEVEL 6	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3006 WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3007 WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3008 WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3009 WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3010 WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
C3011 WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3012 WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3013 WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3014 WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3015 WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3016 WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3017 WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3018 WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3019 WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3020 WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3021 WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3022 WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3023 WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3024 WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3025 WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3026 WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3027 WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3028 WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3029 WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3030 WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*

## 20 - FORMA-CON CONSTRUCTION

Pg 2

Billing Application

15300- MASSEY TOWER

Application Number - 11

Date - Aug 01/16 - Aug 31/16

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
23031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
23046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		1,650,000.00		960,000.00		690,000.00	14,280,000.00
		-----		-----		-----		-----	
24000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	29%	6,000,000.00	26%	5,310,000.00	3%	690,000.00	14,429,000.00

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 11

Date - Aug 01/16 - Aug 31/16

Line#	Description	Contract Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing	Balance to Complete			
	Total Contract	20,429,000.00	29%	6,000,000.00	26%	5,310,000.00	3%	690,000.00	14,429,000.00
	Less Holdback on lines noted (*)			600,000.00		531,000.00		69,000.00	
	Holdback Subtotal			5,400,000.00		4,779,000.00		621,000.00	
	Plus GST/HST on 621,000.00 86374069							80,730.00	
	Total this Billing							701,730.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date	Value	Revised Pct/Value
Contract							
*****							
<u>C1000 MOBILIZATION</u>							
C1001	CRANE ERECTION		300,000.00	100.00		300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00		150,000.00	.....
			-----			-----	
			450,000.00			450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>							
C2001	MAT SLAB		900,000.00	100.00		900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00		1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00		1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00		1,000,000.00	.....
			-----			-----	
			3,900,000.00			3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>							
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00		600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	60.00		360,000.00	100% ..
C3003	WALL/COLUMN/LEVEL 4		450,000.00	0.00		0.00	100% ..
C3004	WALL/COLUMN/LEVEL 5		450,000.00	0.00		0.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	0.00		0.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	0.00		0.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	0.00		0.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	0.00		0.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	0.00		0.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	0.00		0.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	0.00		0.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	0.00		0.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	0.00		0.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	0.00		0.00	.....



Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00		0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39				200,000.00		0.00	0.00 .....



Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3039	WALL/COLUMN/LEVEL 40				200,000.00		0.00	0.00 .....
C3040	WALL/COLUMN/LEVEL 41				200,000.00		0.00	0.00 .....
C3041	WALL/COLUMN/LEVEL 42				200,000.00		0.00	0.00 .....
C3042	WALL/COLUMN/LEVEL 43				200,000.00		0.00	0.00 .....
C3043	WALL/COLUMN/LEVEL 44				200,000.00		0.00	0.00 .....
C3044	WALL/COLUMN/LEVEL 45				200,000.00		0.00	0.00 .....
C3045	WALL/COLUMN/LEVEL 46				180,000.00		0.00	0.00 .....
C3046	WALL/COLUMN/LEVEL 47				162,500.00		0.00	0.00 .....
C3047	WALL/COLUMN/LEVEL 48				162,500.00		0.00	0.00 .....
C3048	WALL/COLUMN/LEVEL 49				162,500.00		0.00	0.00 .....
C3049	WALL/COLUMN/LEVEL 50				162,500.00		0.00	0.00 .....
C3050	WALL/COLUMN/LEVEL 51				162,500.00		0.00	0.00 .....
C3051	WALL/COLUMN/LEVEL 52				162,500.00		0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53				162,500.00		0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54				162,500.00		0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55				150,000.00		0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56				150,000.00		0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57				150,000.00		0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58				150,000.00		0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59				150,000.00		0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60				150,000.00		0.00	0.00 .....
C3060	WALL/COLUMN/MPH				150,000.00		0.00	0.00 .....
C3061	WALL/COLUMN/EMR				150,000.00		0.00	0.00 .....
C3062	WALL/COLUMN/ROOF SLAB				100,000.00		0.00	0.00 .....

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date Value	Revised Pct/Value
					15,930,000.00			960,000.00	
C4000	DEMobilization				149,000.00	0.00		0.00	.....
					20,429,000.00			5,310,000.00	

Additions to Contract

\*\*\*\*\*

Unapproved Additions o Contract

\*\*\*\*\*

.....					20,429,000.00	.....		5,310,000.00	.....
GRAND TOTAL									
.....						.....			.....

Holdback Released

\*\*\*\*\*

.....

\*\*\*\*\* End of Report \*\*\*\*\*

# Statutory Declaration of Progress Payment Distribution by Contractor

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 10  
dated the 20th day of July,  
in the year 2016.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner

MOD Developments (197 Yonge) Limited Partnership

Name of Contractor

FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant

Domenic Dipede

Position or Title (of office held with Contractor)

Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 15<sup>th</sup> day of August,  
City/Town and Province

in the year 2016.

Signature of Declarant

*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

Solicitor in the Province of Ontario

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

**REMITTANCE ADVICE**

FormaCon Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
 Cheque Number mas02-00003253  
 Cheque Date Oct 31, 2016

336

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
09/20/16	Appl#:12	60001,0	1017,000.00	-101,700.00	0.00	915,300.00
Total Remittance			1017,000.00	-101,700.00	.00	915,300.00

**MOD Developments (197 Yonge) Limited Partnership**

900 -666 Burrard St  
 Vancouver, BC V6C 2X8

CIBC  
 1 ST CLAIR AVENUE WEST  
 TORONTO, ON M4V 1K6

CHEQUE NUMBER  
 mas02-00003253


DATE 1 0 3 1 2 0 1 6  
 M M D D Y Y Y Y

PAY \*Nine Hundred Fifteen Thousand Three Hundred Dollars 00 Cents

\$ \*\*\*\*\* 915,300.00

Canada

TO THE ORDER OF Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

Per   
 Per 

⑈00003253⑈ ⑆00 1 1 2 0 1 0 ⑆ 70 ⑈ 3930 1 ⑈

*Sept 1/16*

ACCOUNT NO.  
 CURRENT ACCOUNT

**CURRENT ACCOUNT**  
 Inter-Access Transit  
 10,741.11

Account No.  
 32120

Date Nov. 7/16

Cheques	Amount
1 MOD	915,300.00
2 HNR Dundas	31,781.25
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Total Number of Cheques

2

947,081.25

Bank Teller's Init.



National Bank is a trademark used by National Bank of Canada. 14535-002 (2012-04-16)

ACCOUNT HOLDER

NATIONAL BANK

ACCOUNT NO.  
 CURRENT ACCOUNT

**CURRENT ACCOUNT**  
 Inter-Access Transit  
 10,741.11

Account No.  
 32120

Date Nov. 7/16

Name Formica-Con

Cash	Dollars	Cts
<input type="checkbox"/> X 5		00
<input type="checkbox"/> X 10		00
<input type="checkbox"/> X 20		00
<input type="checkbox"/> X 50		00
<input type="checkbox"/> X 100		00
<input type="checkbox"/> X 1000		00
Note Total	915,300.00	
Coin Total	31,781.25	
MasterCard		
Cheques Total		

Number of Items Deposited

2

Item Total

947,081.25

NET DEPOSIT

947,081.25

Bank Teller's Init.

Signature of Depositor

National Bank is a trademark used by National Bank of Canada. 14535-002 (2012-04-16)



# FORMA-CON CONSTRUCTION

( A DIVISION OF 1428508 ONTARIO LIMITED )

407 Basaltic Road  
**338**  
 Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

**POSTED**

APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3ZA

Project: 15300  
 MASSEY TOWER

Date: Sep 20/16

Appl #: 12

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$6,900,000.00	
6. Holdback	\$690,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$690,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$6,210,000.00	\$6,210,000.00
	-----	
10. Less line 9 from previous application	\$5,400,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$810,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$14,219,000.00
		=====
13. GST/HST BN # 863740692	\$105,300.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$915,300.00	
	=====	

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 12

Date - Sep 01/16 - Sep 30/16

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
*****						
<u>21000 MOBILIZATION</u>						
21001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
21002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	
		450,000.00		450,000.00	450,000.00	0.00 0.00
<u>22000 BASEMENT 3 TO GROUND</u>						
22001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
22002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
22003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
22004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
		-----		-----	-----	
		3,900,000.00		3,900,000.00	3,900,000.00	0.00 0.00
<u>23000 GRND TO LEVEL 60/MPH/ROOF</u>						
23001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
23002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
23003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
23004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00 0%	0.00 100%	450,000.00 0.00*
23005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00 0%	0.00 100%	450,000.00 0.00*
23006	WALL/COLUMN/LEVEL 7	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
23007	WALL/COLUMN/LEVEL 8	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
23008	WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
23009	WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
23010	WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00 0%	0.00 0%	0.00 450,000.00*
23011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
23012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
23013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
23014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00 0%	0.00 0%	0.00 400,000.00*
23015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
23016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
23017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
23018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
23019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
23020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
23021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
23022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
23023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
23024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
23025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
23026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
23027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
23028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
23029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
23030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 12

Date - Sep 01/16 - Sep 30/16

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----	-----	-----	-----	-----	-----	-----	-----
		15,930,000.00		2,550,000.00		1,650,000.00		900,000.00	13,380,000.00
		-----	-----	-----	-----	-----	-----	-----	-----
24000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----	-----	-----	-----	-----	-----	-----	-----
Subtotal		20,429,000.00	34%	6,900,000.00	29%	6,000,000.00	4%	900,000.00	13,529,000.00



20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 12

Date - Sep 01/16 - Sep 30/16

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	34% 6,900,000.00	29% 6,000,000.00	4% 900,000.00	13,529,000.00
	Less Holdback on lines noted (*)		690,000.00	600,000.00	90,000.00	
	Holdback Subtotal		6,210,000.00	5,400,000.00	810,000.00	
	Plus GST/HST on 810,000.00 86374069				105,300.00	
	Total this Billing				915,300.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units Pct	Value	Pct/Value
Contract						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00	150,000.00	.....
			-----		-----	
			450,000.00		450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00	1,000,000.00	.....
			-----		-----	
			3,900,000.00		3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	0.00	0.00	100%
C3005	WALL/COLUMN/LEVEL 6		450,000.00	0.00	0.00	100%
C3006	WALL/COLUMN/LEVEL 7		450,000.00	0.00	0.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	0.00	0.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	0.00	0.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	0.00	0.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	0.00	0.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	0.00	0.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	0.00	0.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	0.00	0.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	0.00	0.00	.....

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised	
						Units	Pct	Value	Pct/Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00		0.00	0.00	.....
C3016	WALL/COLUMN/LEVEL 17				300,000.00		0.00	0.00	.....
C3017	WALL/COLUMN/LEVEL 18				300,000.00		0.00	0.00	.....
C3018	WALL/COLUMN/LEVEL 19				300,000.00		0.00	0.00	.....
C3019	WALL/COLUMN/LEVEL 20				300,000.00		0.00	0.00	.....
C3020	WALL/COLUMN/LEVEL 21				250,000.00		0.00	0.00	.....
C3021	WALL/COLUMN/LEVEL 22				250,000.00		0.00	0.00	.....
C3022	WALL/COLUMN/LEVEL 23				250,000.00		0.00	0.00	.....
C3023	WALL/COLUMN/LEVEL 24				250,000.00		0.00	0.00	.....
C3024	WALL/COLUMN/LEVEL 25				250,000.00		0.00	0.00	.....
C3025	WALL/COLUMN/LEVEL 26				200,000.00		0.00	0.00	.....
C3026	WALL/COLUMN/LEVEL 27				200,000.00		0.00	0.00	.....
C3027	WALL/COLUMN/LEVEL 28				200,000.00		0.00	0.00	.....
C3028	WALL/COLUMN/LEVEL 29				200,000.00		0.00	0.00	.....
C3029	WALL/COLUMN/LEVEL 30				200,000.00		0.00	0.00	.....
C3030	WALL/COLUMN/LEVEL 31				200,000.00		0.00	0.00	.....
C3031	WALL/COLUMN/LEVEL 32				200,000.00		0.00	0.00	.....
C3032	WALL/COLUMN/LEVEL 33				200,000.00		0.00	0.00	.....
C3033	WALL/COLUMN/LEVEL 34				200,000.00		0.00	0.00	.....
C3034	WALL/COLUMN/LEVEL 35				200,000.00		0.00	0.00	.....
C3035	WALL/COLUMN/LEVEL 36				200,000.00		0.00	0.00	.....
C3036	WALL/COLUMN/LEVEL 37				200,000.00		0.00	0.00	.....
C3037	WALL/COLUMN/LEVEL 38				200,000.00		0.00	0.00	.....
C3038	WALL/COLUMN/LEVEL 39				200,000.00		0.00	0.00	.....

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	
C3039	WALL/COLUMN/LEVEL 40		200,000.00		0.00	0.00 .....
C3040	WALL/COLUMN/LEVEL 41		200,000.00		0.00	0.00 .....
C3041	WALL/COLUMN/LEVEL 42		200,000.00		0.00	0.00 .....
C3042	WALL/COLUMN/LEVEL 43		200,000.00		0.00	0.00 .....
C3043	WALL/COLUMN/LEVEL 44		200,000.00		0.00	0.00 .....
C3044	WALL/COLUMN/LEVEL 45		200,000.00		0.00	0.00 .....
C3045	WALL/COLUMN/LEVEL 46		180,000.00		0.00	0.00 .....
C3046	WALL/COLUMN/LEVEL 47		162,500.00		0.00	0.00 .....
C3047	WALL/COLUMN/LEVEL 48		162,500.00		0.00	0.00 .....
C3048	WALL/COLUMN/LEVEL 49		162,500.00		0.00	0.00 .....
C3049	WALL/COLUMN/LEVEL 50		162,500.00		0.00	0.00 .....
C3050	WALL/COLUMN/LEVEL 51		162,500.00		0.00	0.00 .....
C3051	WALL/COLUMN/LEVEL 52		162,500.00		0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53		162,500.00		0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54		162,500.00		0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55		150,000.00		0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56		150,000.00		0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57		150,000.00		0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58		150,000.00		0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59		150,000.00		0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60		150,000.00		0.00	0.00 .....
C3060	WALL/COLUMN/MPH		150,000.00		0.00	0.00 .....
C3061	WALL/COLUMN/EMR		150,000.00		0.00	0.00 .....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00		0.00	0.00 .....

Line#	Description	Unit	Pr	UOM	To Date		Revised
					Amount	Units Pct	Pct/Value
					15,930,000.00		1,650,000.00
C4000	DEMobilIZATION				149,000.00	0.00	0.00
					20,429,000.00		6,000,000.00
Additions to Contract							
Unapproved Additions o Contract							
.....							
GRAND TOTAL					20,429,000.00		6,000,000.00
Holdback Released							

\*\*\*\*\* End of Report \*\*\*\*\*

# Statutory Declaration of Progress Payment Distribution by Contractor

346  
Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 11  
dated the 20th day of August,  
in the year 2016.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner  
MOD Developments (197 Yonge) Limited Partnership

Name of Contractor  
FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant  
Domenic Dipede

Position or Title (of office held with Contractor)  
Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 16<sup>th</sup> day of September,  
City/Town and Province

in the year 2016

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

Solicitor in the Province of Ontario

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E200000A8PKV	22-Aug-2016 to 19-Nov-2016

Oct 1/16

15300

CURRENT ACCOUNT

Inter-Access Transit  
10.7.4.1.11

Account No.  
32120

Date Dec. 7/16



CURRENT ACCOUNT

Inter-Access Transit  
10.7.4.1.11

Account No.  
32120

Date Dec. 7/16

Cheques	Amount
1 MOD	732,240 00
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
Total Number of Cheques	732,240 00

Name Forma - Con

Cash	Dollars	Cts
X 5		00
X 10		00
X 20		00
50		00
100		00
000		00
Net Total		
Cash Total		
Subtotal		
MasterCard		
Cheques Total		

4  
 03631-006  
 NATIONAL BANK OF CANADA  
 DEC - 7 2016  
 03631-006  
 4175 RUTHERFORD  
 VANCOUVER BC V6A 1K6

Number of Items Deposited (B + C) 732,240 00  
 NET DEPOSIT (A + B + C) 732,240 00

Bank Teller's Init.

Bank Teller's Init.

Signature of Depositor





349

# REMITTANCE ADVICE

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00003315  
Cheque Date Nov 30, 2016

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 10/20/16	MOD Developments (197 Yonge) Limited Partnership Appl#:13	60001,0	813,600.00	-81,360.00	0.00	732,240.00
Total Remittance			813,600.00	-81,360.00	.00	732,240.00

## MOD Developments (197 Yonge) Limited Partnership

900 -666 Burrard St  
Vancouver, BC V6C 2X8

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00003315

DATE 1 1 3 0 2 0 1 6  
M M D D Y Y Y Y

PAY \*Seven Hundred Thirty Two Thousand Two Hundred Forty Dollars 00 Cents \$ \*\*\*\*\* 732,240.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Per   
Per \_\_\_\_\_

Canada

⑈00003315⑈ ⑆001120010⑆ 70⑈39301⑈



# FORMA-CON CONSTRUCTION

( A DIVISION OF 1428508 ONTARIO LIMITED )

407 Basaltic Road  
**350**  
 Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

**POSTED**

APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3ZA

Project: 15300  
 MASSEY TOWER

Date: Oct 20/16

Appl #: 13

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$7,620,000.00	
6. Holdback	\$762,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$762,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$6,858,000.00	\$6,858,000.00
	-----	
10. Less line 9 from previous application	\$6,210,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$648,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$13,571,000.00
		=====
13. GST/HST BN # 863740692	\$84,240.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$732,240.00	
	=====	

## 20 - FORMA-CON CONSTRUCTION

Pg 1

## Billing Application

15300- MASSEY TOWER

Application Number - 13

Date - Oct 01/16 - Oct 31/16

Line# Description	Contract			Balance		
	Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	to Complete	
<b>Contract</b>						
*****						
<u>C1000 MOBILIZATION</u>						
C1001 CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0.00*
C1002 TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0.00*
	-----	-----	-----	-----	-----	-----
	450,000.00		450,000.00		450,000.00	0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001 MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0.00*
C2002 FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0.00*
C2003 FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0.00*
C2004 FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0.00*
	-----	-----	-----	-----	-----	-----
	3,900,000.00		3,900,000.00		3,900,000.00	0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001 WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00	0.00*
C3002 WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00	0.00*
C3003 WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00	0.00*
C3004 WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00	0.00*
C3005 WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00	0.00*
C3006 WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	0%	0.00	100%
C3007 WALL/COLUMN/LEVEL 8	450,000.00	60%	270,000.00	0%	0.00	60%
C3008 WALL/COLUMN/LEVEL 9	450,000.00	0%	0.00	0%	0.00	0%
C3009 WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	0.00	0%
C3010 WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	0.00	0%
C3011 WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00	0%
C3012 WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00	0%
C3013 WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00	0%
C3014 WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00	0%
C3015 WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00	0%
C3016 WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00	0%
C3017 WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00	0%
C3018 WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00	0%
C3019 WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00	0%
C3020 WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00	0%
C3021 WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00	0%
C3022 WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00	0%
C3023 WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00	0%
C3024 WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00	0%
C3025 WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00	0%
C3026 WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00	0%
C3027 WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00	0%
C3028 WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00	0%
C3029 WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00	0%
C3030 WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00	0%

## 20 - FORMA-CON CONSTRUCTION

Pg 2

Billing Application

15300- MASSEY TOWER

Application Number - 13

Date - Oct 01/16 - Oct 31/16

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
13031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
13046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
13054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
13062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		3,270,000.00		2,550,000.00		720,000.00	12,660,000.00
		-----		-----		-----		-----	
14000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	37%	7,620,000.00	34%	6,900,000.00	4%	720,000.00	12,809,000.00

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 13

Date - Oct 01/16 - Oct 31/16

Line# Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
Total Contract	20,429,000.00	37% 7,620,000.00	34% 6,900,000.00	4% 720,000.00	12,809,000.00
Less Holdback on lines noted (*)		762,000.00	690,000.00	72,000.00	
Holdback Subtotal		6,858,000.00	6,210,000.00	648,000.00	
Plus GST/HST on 648,000.00 86374069		2		84,240.00	
Total this Billing				732,240.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date	Revised
					Value	Pct/Value
Contract						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00	150,000.00	.....
			-----		-----	
			450,000.00		450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00	1,000,000.00	.....
			-----		-----	
			3,900,000.00		3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00	450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00	450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	0.00	0.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	0.00	0.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	0.00	0.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	0.00	0.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	0.00	0.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	0.00	0.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	0.00	0.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	0.00	0.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	0.00	0.00	.....

100%  
60%

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSÉY TOWER

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00		0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39				200,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
									Pct/Value	
C3039	WALL/COLUMN/LEVEL 40				200,000.00		0.00		0.00	.....
C3040	WALL/COLUMN/LEVEL 41				200,000.00		0.00		0.00	.....
C3041	WALL/COLUMN/LEVEL 42				200,000.00		0.00		0.00	.....
C3042	WALL/COLUMN/LEVEL 43				200,000.00		0.00		0.00	.....
C3043	WALL/COLUMN/LEVEL 44				200,000.00		0.00		0.00	.....
C3044	WALL/COLUMN/LEVEL 45				200,000.00		0.00		0.00	.....
C3045	WALL/COLUMN/LEVEL 46				180,000.00		0.00		0.00	.....
C3046	WALL/COLUMN/LEVEL 47				162,500.00		0.00		0.00	.....
C3047	WALL/COLUMN/LEVEL 48				162,500.00		0.00		0.00	.....
C3048	WALL/COLUMN/LEVEL 49				162,500.00		0.00		0.00	.....
C3049	WALL/COLUMN/LEVEL 50				162,500.00		0.00		0.00	.....
C3050	WALL/COLUMN/LEVEL 51				162,500.00		0.00		0.00	.....
C3051	WALL/COLUMN/LEVEL 52				162,500.00		0.00		0.00	.....
C3052	WALL/COLUMN/LEVEL 53				162,500.00		0.00		0.00	.....
C3053	WALL/COLUMN/LEVEL 54				162,500.00		0.00		0.00	.....
C3054	WALL/COLUMN/LEVEL 55				150,000.00		0.00		0.00	.....
C3055	WALL/COLUMN/LEVEL 56				150,000.00		0.00		0.00	.....
C3056	WALL/COLUMN/LEVEL 57				150,000.00		0.00		0.00	.....
C3057	WALL/COLUMN/LEVEL 58				150,000.00		0.00		0.00	.....
C3058	WALL/COLUMN/LEVEL 59				150,000.00		0.00		0.00	.....
C3059	WALL/COLUMN/LEVEL 60				150,000.00		0.00		0.00	.....
C3060	WALL/COLUMN/MPH				150,000.00		0.00		0.00	.....
C3061	WALL/COLUMN/EMR				150,000.00		0.00		0.00	.....
C3062	WALL/COLUMN/ROOF SLAB				100,000.00		0.00		0.00	.....



Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
										Pct/Value
					15,930,000.00				2,550,000.00	
C4000	DEMOBILIZATION				149,000.00		0.00		0.00	.....
					20,429,000.00				6,900,000.00	
Additions to Contract										
*****										
Unapproved Additions o Contract										
*****										
.....										
GRAND TOTAL					20,429,000.00				6,900,000.00	
.....										
Holdback Released										
*****										
.....										

==== End of Report =====

# Statutory Declaration of Progress Payment Distribution by Contractor

358  
Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 12  
dated the 20th day of September,  
in the year 2016.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner

MOD Developments (197 Yonge) Limited Partnership

Name of Contractor

FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant

Domenic Dipede

Position or Title (of office held with Contractor)

Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 18<sup>th</sup> day of October,  
in the year 2016 City/Town and Province

[Signature]  
Signature of Declarant

[Signature]  
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

Solicitor in the Province of Ontario

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E200000A8PKV	22-Aug-2016 to 19-Nov-2016

15300

Nwllp

**CURRENT ACCOUNT**

Inter-Access Transit

10.7.4.1.1

Account No.

32120

Date Jan. 6/17



**NATIONAL BANK**

**CURRENT ACCOUNT**

Inter-Access Transit

10.7.4.1.1

Account No.

32120

Date Jan. 6/17

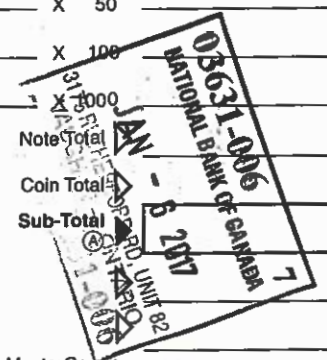
Cheques	Amount
1 MOD	640,710 00
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
<b>Total Number of Cheques</b>	<b>640,710 00</b>

1

Bank Teller's Init.

Name Forma-Con

Cash	Dollars	Cts
<input type="checkbox"/> X 5		00
<input type="checkbox"/> X 10		00
<input type="checkbox"/> X 20		00
<input type="checkbox"/> X 50		00
<input type="checkbox"/> X 100		00
<input type="checkbox"/> X 200		00
<input type="checkbox"/> X 500		00
<input type="checkbox"/> X 1000		00
Note Total		
Coin Total		
Sub-Total		
MasterCard <input type="checkbox"/>		
Cheques Total <input type="checkbox"/>		
Item Total <input type="checkbox"/>	640,710	00
Number of Items Deposited <input type="checkbox"/>		
<b>NET DEPOSIT (A + B + C)</b>	<b>640,710</b>	<b>00</b>



Bank Teller's Init.

Signature of Depositor

*[Handwritten Signature]*



**REMITTANCE ADVICE**

FormaCon Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
 Cheque Number mas02-00003377 **361**  
 Cheque Date Dec 31, 2016

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
11/20/16	Appl #: 14	60001,0	711,900.00	-71,190.00	0.00	640,710.00
<b>Total Remittance</b>			<b>711,900.00</b>	<b>-71,190.00</b>	<b>.00</b>	<b>640,710.00</b>

**MOD Developments (197 Yonge) Limited Partnership**

900 -666 Burrard St  
 Vancouver, BC V6C 2X8

CIBC  
 1 ST CLAIR AVENUE WEST  
 TORONTO, ON M4V 1K6

CHEQUE NUMBER  
 mas02-00003377


DATE **1 2 3 1 2 0 1 6**  
M M D D Y Y X X

PAY \*Six Hundred Forty Thousand Seven Hundred Ten Dollars 00 Cents

\$ \*\*\*\*\* 640,710.00

Canada

TO THE ORDER OF  
 Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

Per   
 Per \_\_\_\_\_

⑈00003377⑈ ⑆001120010⑆ 70039301⑈



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1428508 ONTARIO LIMITED)

362 Basaltic Road  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

MODD300

APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3ZA

Project: 15300  
 MASSEY TOWER

Date: Nov 20/16

Appl #: 14

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$8,250,000.00	
6. Holdback	\$825,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$825,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$7,425,000.00	\$7,425,000.00
	-----	
10. Less line 9 from previous application	\$6,858,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$567,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$13,004,000.00
		=====
13. GST/HST BN # 863740692	\$73,710.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$640,710.00	
	=====	

DOSTEN

## 20 - FORMA-CON CONSTRUCTION

Pg 1

Billing Application

15300- MASSEY TOWER

Application Number - 14

Date - Nov 01/16 - Nov 30/16

Line#	Description	Contract			Balance				
		Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing	to Complete			
<u>Contract</u>									
*****									
<u>11000 MOBILIZATION</u>									
11001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
11002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	
		450,000.00		450,000.00		450,000.00		0.00	0.00
<u>12000 BASEMENT 3 TO GROUND</u>									
12001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0%	0.00	0.00*
12002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
12003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
12004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	
		3,900,000.00		3,900,000.00		3,900,000.00		0.00	0.00
<u>13000 GRND TO LEVEL 60/MPH/ROOF</u>									
13001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
13002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
13003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
13004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
13005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
13006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
13007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	60%	270,000.00	40%	180,000.00	0.00*
13008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	0%	0.00	100%	450,000.00	0.00*
13009	WALL/COLUMN/LEVEL 10	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
13010	WALL/COLUMN/LEVEL 11	450,000.00	0%	0.00	0%	0.00	0%	0.00	450,000.00*
13011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
13012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
13013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
13014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
13015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
13016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
13017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
13018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
13019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
13020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
13021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
13022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
13023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
13024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
13025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
13030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*

## 20 - FORMA-CON CONSTRUCTION

Pg 2

Billing Application

15300- MASSEY TOWER

Application Number - 14

Date - Nov 01/16 - Nov 30/16

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing				
23031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
23045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
23046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
23054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
23062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		3,900,000.00		3,270,000.00		630,000.00	12,030,000.00
		-----		-----		-----		-----	
24000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	40%	8,250,000.00	37%	7,620,000.00	3%	630,000.00	12,179,000.00



20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 14

Date - Nov 01/16 - Nov 30/16

Line# Description	Contract Value	Pct-----	To Date	Pct----	Prev Billed	Pct---	This Billing	Balance to Complete
Total Contract	20,429,000.00	40%	8,250,000.00	37%	7,620,000.00	3%	630,000.00	12,179,000.00
Less Holdback on lines noted (*)			825,000.00		762,000.00		63,000.00	
Holdback Subtotal			7,425,000.00		6,858,000.00		567,000.00	
Plus GST/HST on 567,000.00 86374069		2					73,710.00	
Total this Billing							640,710.00	

Approved by

Approved by

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date Value	Revised Pct/Value
Contract						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00	150,000.00	.....
			-----		-----	
			450,000.00		450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00	1,000,000.00	.....
			-----		-----	
			3,900,000.00		3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00	450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00	450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00	450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	60.00	270,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	0.00	0.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	0.00	0.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	0.00	0.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	0.00	0.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	0.00	0.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	0.00	0.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	0.00	0.00	.....

100%

100%

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00		0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39				200,000.00		0.00	0.00 .....

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	Pct/Value
				Value		
C3039	WALL/COLUMN/LEVEL 40		200,000.00	0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00	0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00	0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00	0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00	0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00	0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00	0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00	0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00	0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00	0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00	0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00	0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00	0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00	0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00	0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00	0.00	0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00	0.00	0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00	0.00	0.00	.....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00	0.00	0.00	.....

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
										Pct/Value
					15,930,000.00				3,270,000.00	
C4000	DEMOBILIZATION				149,000.00		0.00		0.00	.....
					20,429,000.00				7,620,000.00	
Additions to Contract										
*****										
Unapproved Additions o Contract										
*****										
.....										
GRAND TOTAL					20,429,000.00				7,620,000.00	
.....										
Holdback Released										
*****										
.....										

\*\*\*\*\* End of Report \*\*\*\*\*

# Statutory Declaration of Progress Payment Distribution by Contractor

370  
Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 13  
dated the 20th day of October,  
in the year 2016.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner

MOD Developments (197 Yonge) Limited Partnership

Name of Contractor

FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant

John Aquino

Position or Title (of office held with Contractor)

Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 18<sup>th</sup> day of November,  
in the year 2016 City/Town and Province

Signature of Declarant

*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

*Subscribed in Province of Ontario*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.



Copyright 2001

Canadian Construction Documents Committee



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E200000A8PKV	22-Aug-2016 to 19-Nov-2016

372

*Raf*

*Dec 16*

**CURRENT ACCOUNT**

Inter-Access Transit  
**07411**

Account No.  
**32120**

Date *Feb. 6/17*

Cheques	Amount
1 <i>MOD Dwyer</i>	<i>503,415 00</i>
2 <i>MAR Durdas</i>	<i>31,764 25</i>
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

*15300*  
*14288*

Total Number of Cheques

**2**

**535,196 25**

Bank Teller's Init.



National Bank is a trademark used by National Bank of Canada. 14535-002 (2012-04-16)

**CURRENT ACCOUNT**

Inter-Access Transit  
**07411**

Account No.  
**32120**

Date *Feb. 6/17*

Name *Ferna - Cal*

Cash	Dollars	Cts
<input type="checkbox"/>		
<input checked="" type="checkbox"/> X 5		00
<input type="checkbox"/> X 10		00
<input type="checkbox"/> X 20		00
<input type="checkbox"/> X 50		00
<input type="checkbox"/> X 100		00
<input type="checkbox"/> X 1000		00
Net Total		
<b>535,196 25</b>		
MasterCard <input type="checkbox"/>		
Cheques Total <input type="checkbox"/>		
Number of Items Deposited <input type="checkbox"/>		
<b>2</b>		
Item Total <input type="checkbox"/>		
<b>535,196 25</b>		
NET DEPOSIT <input type="checkbox"/>		
<b>535,196 25</b>		

**FEB 06 2017**  
BANK OF CANADA  
1-800-361-3006

Bank Teller's Init.

*J. L. Pinto*  
Signature of Depositor

National Bank is a trademark used by National Bank of Canada. 14535-002 (2012-04-16)



373

# REMITTANCE ADVICE

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00003467  
Cheque Date Jan 31, 2017

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
12/20/16	Appl #: 15	60001,0	559,350.00	-55,935.00	0.00	503,415.00
Total Remittance			559,350.00	-55,935.00	.00	503,415.00

## MOD Developments (197 Yonge) Limited Partnership

900 -666 Burrard St  
Vancouver, BC V6C 2X8

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6


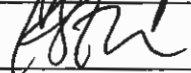
CHEQUE NUMBER  
mas02-00003467

DATE 0 1 3 1 2 0 1 7  
M M D D Y Y Y Y

PAY \*Five Hundred Three Thousand Four Hundred Fifteen Dollars 00 Cents \$ \*\*\*\*\* 503,415.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada

Per   
Per 

⑈00003467⑈ ⑆001120010⑆ 70039301⑈



# FORMA-CON CONSTRUCTION

( A DIVISION OF 1428508 ONTARIO LIMITED )

497 Basaltic Road  
**374**  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013

**APPLICATION FOR PAYMENT**

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

Project: 15300  
 MASSEY TOWER

Date: Dec 20/16

Appl #: 15

*MOD300*

**POSTED**

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$8,745,000.00	
6. Holdback	\$874,500.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$874,500.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$7,870,500.00	\$7,870,500.00
	-----	
10. Less line 9 from previous application	\$7,425,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$445,500.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$12,558,500.00
		=====
13. GST/HST BN # 863740692	\$57,915.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$503,415.00	
	=====	

**POSTED**

Billing Application

15300 - MASSEY TOWER

Application Number - 15

Date - Dec 01/16 - Dec 31/16

Line#	Description	Contract			Pct---This Billing	Balance to Complete
		Value	Pct-----To Date	Pct----Prev Billed		
Contract						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	0.00*
		-----		-----		-----
		450,000.00		450,000.00		0.00
 <u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	0.00*
		-----		-----		-----
		3,900,000.00		3,900,000.00		0.00
 <u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	0%	0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	10%	45,000.00	0%	405,000.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	400,000.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	400,000.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	400,000.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	200,000.00*

Billing Application

376

15300- MASSEY TOWER

Application Number - 15

Date - Dec 01/16 - Dec 31/16

Line#	Description	Contract			Balance				
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	to Complete			
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0.00	200,000.00*	
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0.00	180,000.00*	
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0.00	162,500.00*	
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0.00	150,000.00*	
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0.00	100,000.00*	
		-----	-----	-----	-----	-----	-----	-----	
		15,930,000.00		4,395,000.00		3,900,000.00		495,000.00	11,535,000.00
		-----	-----	-----	-----	-----	-----	-----	-----
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----	-----	-----	-----	-----	-----	-----	-----
Subtotal		20,429,000.00	43%	8,745,000.00	40%	8,250,000.00	2%	495,000.00	11,684,000.00

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	43% 8,745,000.00	40% 8,250,000.00	2% 495,000.00	11,684,000.00
	Less Holdback on lines noted (*)		874,500.00	825,000.00	49,500.00	
	Holdback Subtotal		7,870,500.00	7,425,000.00	445,500.00	
	Plus GST/HST on 445,500.00 863740692				57,915.00	
	Total this Billing				503,415.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	To Date		Revised
				Units	Pct	Pct/Value
Contract						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00		300,000.00 .....
C1002	TRAILER MOBILIZATION		150,000.00	100.00		150,000.00 .....
			-----			-----
			450,000.00			450,000.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00		900,000.00 .....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00		1,000,000.00 .....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00		1,000,000.00 .....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00		1,000,000.00 .....
			-----			-----
			3,900,000.00			3,900,000.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00		600,000.00 .....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00		600,000.00 .....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00		450,000.00 .....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00		450,000.00 .....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00		450,000.00 .....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00		450,000.00 .....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00		450,000.00 .....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00		450,000.00 .....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	0.00		/ 0.00 <span style="border: 1px solid black; padding: 2px;">100%</span> .....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	0.00		0.00 <span style="border: 1px solid black; padding: 2px;">10%</span> .....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	0.00		0.00 .....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	0.00		0.00 .....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	0.00		0.00 .....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	0.00		0.00 .....

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
				Units	Pct	Value	Pct/Value
C3015	WALL/COLUMN/LEVEL 16		300,000.00		0.00	0.00	.....
C3016	WALL/COLUMN/LEVEL 17		300,000.00		0.00	0.00	.....
C3017	WALL/COLUMN/LEVEL 18		300,000.00		0.00	0.00	.....
C3018	WALL/COLUMN/LEVEL 19		300,000.00		0.00	0.00	.....
C3019	WALL/COLUMN/LEVEL 20		300,000.00		0.00	0.00	.....
C3020	WALL/COLUMN/LEVEL 21		250,000.00		0.00	0.00	.....
C3021	WALL/COLUMN/LEVEL 22		250,000.00		0.00	0.00	.....
C3022	WALL/COLUMN/LEVEL 23		250,000.00		0.00	0.00	.....
C3023	WALL/COLUMN/LEVEL 24		250,000.00		0.00	0.00	.....
C3024	WALL/COLUMN/LEVEL 25		250,000.00		0.00	0.00	.....
C3025	WALL/COLUMN/LEVEL 26		200,000.00		0.00	0.00	.....
C3026	WALL/COLUMN/LEVEL 27		200,000.00		0.00	0.00	.....
C3027	WALL/COLUMN/LEVEL 28		200,000.00		0.00	0.00	.....
C3028	WALL/COLUMN/LEVEL 29		200,000.00		0.00	0.00	.....
C3029	WALL/COLUMN/LEVEL 30		200,000.00		0.00	0.00	.....
C3030	WALL/COLUMN/LEVEL 31		200,000.00		0.00	0.00	.....
C3031	WALL/COLUMN/LEVEL 32		200,000.00		0.00	0.00	.....
C3032	WALL/COLUMN/LEVEL 33		200,000.00		0.00	0.00	.....
C3033	WALL/COLUMN/LEVEL 34		200,000.00		0.00	0.00	.....
C3034	WALL/COLUMN/LEVEL 35		200,000.00		0.00	0.00	.....
C3035	WALL/COLUMN/LEVEL 36		200,000.00		0.00	0.00	.....
C3036	WALL/COLUMN/LEVEL 37		200,000.00		0.00	0.00	.....
C3037	WALL/COLUMN/LEVEL 38		200,000.00		0.00	0.00	.....
C3038	WALL/COLUMN/LEVEL 39		200,000.00		0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
				Units	Pct	Value	Pct/Value
C3039	WALL/COLUMN/LEVEL 40		200,000.00		0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00		0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00		0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00		0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00		0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00		0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00		0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00		0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00		0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00		0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00		0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00		0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00		0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00		0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00		0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00		0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00		0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00		0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00		0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00		0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00		0.00	0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00		0.00	0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00		0.00	0.00	.....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00		0.00	0.00	.....



Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
					15,930,000.00		3,900,000.00	
C4000	DEMobilIZATION				149,000.00	0.00	0.00	.....
					20,429,000.00		8,250,000.00	

Additions to Contract  
 =====

Unapproved Additions o Contract  
 =====

.....	.....	.....	.....	.....	.....	.....	.....	.....
GRAND TOTAL					20,429,000.00		8,250,000.00	
.....	.....	.....	.....	.....	.....	.....	.....	.....

Holdback Released  
 =====

.....

==== End of Report ====

# Statutory Declaration of Progress Payment Distribution by Contractor

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 14  
dated the 20th day of November,  
in the year 2016.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner

MOD Developments (197 Yonge) Limited Partnership

Name of Contractor

FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant

Domenic Dipede

Position or Title (of office held with Contractor)

Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 20th day of December,  
City/Town and Province

in the year 2016.

Signature of Declarant

*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

*Notary in the Province of Ontario*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E200000AZJEM	24-Nov-2016 to 19-Feb-2017

# Appendix “T”

REMittance Advice

385

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00003620  
Cheque Date Feb 28, 2017

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
01/20/17	060001 MOD Developments (197 Yonge) Limited Partnership Appl # 16	60001,0	355,950.00	-35,595.00	0.00	320,355.00
Total Remittance			355,950.00	-35,595.00	.00	320,355.00

**MOD Developments (197 Yonge) Limited Partnership**

900 -666 Burrard St  
Vancouver, BC V6C 2X8

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00003620

*15300*

DATE 0 2 2 8 2 0 1 7  
M M D D Y Y Y Y

PAY \*Three Hundred Twenty Thousand Three Hundred Fifty Five Dollars  
\*00 Cents

\$ \*\*\*\*\* 320,355.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada

Per *[Signature]*  
Per *[Signature]*

⑈00003620⑈ ⑆00112⑆010⑆ 70⑆39301⑆

*Jan/2017 Inv*

*Forma-Con  
15300*



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

386

407 Basaltic Road  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013

APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3ZA

Project: 15300  
 MASSEY TOWER

Date: Jan 20/17

Appl #: 16

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$9,060,000.00	
6. Holdback	\$906,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$906,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$8,154,000.00	\$8,154,000.00
	-----	
10. Less line 9 from previous application	\$7,870,500.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$283,500.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$12,275,000.00
		=====
13. GST/HST BN # 13572 6081	\$36,855.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$320,355.00	
	=====	

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 16

Date - Jan 01/17 - Jan 31/17

Line#	Description	Contract			Pct---This Billing	Balance to Complete
		Value	Pct-----To Date	Pct----Prev Billed		
Contract						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00 0% 0.00 0.00*
		-----		-----		-----
		450,000.00		450,000.00		450,000.00 0.00 0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00 0% 0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
		-----		-----		-----
		3,900,000.00		3,900,000.00		3,900,000.00 0.00 0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00 0% 0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00 0% 0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	80%	360,000.00	10%	45,000.00 70% 315,000.00 90,000.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 16

Date - Jan 01/17 - Jan 31/17

Line#	Description	Contract				Pct---This Billing	Balance to Complete
		Value	Pct-----To Date	Pct----Prev Billed			
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----	
		15,930,000.00		4,710,000.00		4,395,000.00	315,000.00 11,220,000.00
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----	
<b>Subtotal</b>		<b>20,429,000.00</b>	<b>44%</b>	<b>9,060,000.00</b>	<b>43%</b>	<b>8,745,000.00</b>	<b>2%</b> 315,000.00 11,369,000.00



20 - FORMA-CON CONSTRUCTION  
 Billing Application  
 15300- MASSEY TOWER  
 Application Number - 16 Date - Jan 01/17 - Jan 31/17

Line#	Description	Contract Value	Pct-----	To Date	Pct----	Prev Billed	Pct---	This Billing	Balance to Complete
	Total Contract	20,429,000.00	44%	9,060,000.00	43%	8,745,000.00	2%	315,000.00	11,369,000.00
	Less Holdback on lines noted (*)			906,000.00		874,500.00		31,500.00	
	Holdback Subtotal			8,154,000.00		7,870,500.00		283,500.00	
	Plus GST/HST on 283,500.00 13572 6081							36,855.00	
	Total this Billing							320,355.00	

\_\_\_\_\_  
 Approved by

\_\_\_\_\_  
 Approved by

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date Value	Revised Pct/Value
Contract						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00	150,000.00	.....
			-----		-----	
			450,000.00		450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00	1,000,000.00	.....
			-----		-----	
			3,900,000.00		3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00	450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00	450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00	450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00	450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00	450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00	450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	10.00	45,000.00	.....
					80%	✓
C3011	WALL/COLUMN/LEVEL 12		400,000.00	0.00	0.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	0.00	0.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	0.00	0.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00		0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39				200,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	Pct/Value
C3039	WALL/COLUMN/LEVEL 40		200,000.00	0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00	0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00	0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00	0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00	0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00	0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00	0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00	0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00	0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00	0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00	0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00	0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00	0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00	0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00	0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00	0.00	0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00	0.00	0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00	0.00	0.00	.....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00	0.00	0.00	.....

Progress Billing Worksheet  
20 - FORMA-CON CONSTRUCTION  
15300 MASSEY TOWER

Line# Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
			Units	Pct		Value
		15,930,000.00			4,395,000.00	
C4000 DEMOBILIZATION		149,000.00		0.00	0.00	.....
		20,429,000.00			8,745,000.00	

Additions to Contract  
=====

Unapproved Additions o Contract  
=====

.....	.....	.....	.....	.....	.....	.....
<b>GRAND TOTAL</b>		<b>20,429,000.00</b>			<b>8,745,000.00</b>	
.....	.....	.....	.....	.....	.....	.....

Holdback Released  
=====

.....

**Clearance Certificate / Certificat de décharge**

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E200000AZJEM	24-Nov-2016 to 19-Feb-2017

## CERTIFICATE OF INSURANCE - 17-18-028

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership

8 Price Street, 4th Floor  
Toronto, Ontario  
M4W 1Z4

that Policy(ies) of insurance as herein described have been issued to the Insured named this date.

NAMED INSURED: Forma Con Construction  
a Division of 1428508 Ontario Limited  
407 Bassett Road,  
Concord, Ontario  
L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>(Applicable to Off Site Operations ONLY)</i> <i>(Wrap-Up Liability in effect for project noted herein)</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2017 to January 1, 2018
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungi, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation	\$19,000,000	January 1, 2017 to
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497	Policy #: CBC 0626497	Per occurrence	January 1, 2018
<b>THIRD PARTY AUTOMOBILE LIABILITY</b>	Northbridge General Insurance Corporation	\$1,000,000	January 1, 2017 to
- Owned Vehicles	Policy #: CBC0622948		January 1, 2018
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation	\$29,000,000	January 1, 2017 to
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622948	Policy #: CBC0622948	Per occurrence	January 1, 2018
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$20,000,000</b>	Per Occurrence
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	Per Occurrence

<b>CONTRACTOR'S EQUIPMENT (Owned Schedule)</b>	Northbridge General Insurance Corporation	Equipment Owned and/or Long Term Leased by Named Insured	January 1, 2017 to January 1, 2018
- All Risk, subject to policy Terms, Exclusions and Deductibles	Policy #: CBC 0626497		

- WAIVER OF SUBROGATION ON CONTRACTOR'S EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

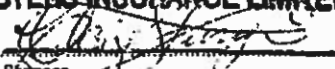
COVERING: Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

NOTE: It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: December 29, 2016

At the office of: MASTERS INSURANCE LIMITED  
7501 Keele Street, Suite # 400  
Concord, Ontario, L4K 1Y2  
Tel: # 905-738-4164, Fax # 905-738-5143**MASTERS INSURANCE LIMITED**PER   
Claire Stinson  
(Authorized Representative)

Not  
remailed  
1/2/17



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

396  
407 Basaltic Road  
Concord, Ontario  
L4K 4W8

Phone (905) 303-8010  
Fax (905) 303-8013

### APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER  
Date: Feb 17/17  
Appl #: 17

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$9,630,000.00	
6. Holdback	\$963,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$963,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$8,667,000.00	\$8,667,000.00
	-----	
10. Less line 9 from previous application	\$8,154,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$513,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$11,762,000.00
		=====
13. GST/HST BN # 135726081	\$66,690.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$579,690.00	
	=====	

POSTED



20 - FORMA-CON CONSTRUCTION  
 Billing Application  
 15300- MASSEY TOWER  
 Application Number - 17      Date - Feb 01/17 - Feb 20/17

Line#	Description	Contract Value	Pct	—To Date	Pct	—Prev Billed	Pct	—This Billing	Balance to Complete
<b>Contract</b>									
=====									
<b>C1000 MOBILIZATION</b>									
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	-----
		450,000.00		450,000.00		450,000.00		0.00	0.00
<b>C2000 BASEMENT 3 TO GROUND</b>									
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0%	0.00	0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	-----
		3,900,000.00		3,900,000.00		3,900,000.00		0.00	0.00
<b>C3000 GRND TO LEVEL 60/MPH/ROOF</b>									
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00	80%	360,000.00	20%	90,000.00	0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00	0%	0.00	100%	400,000.00	0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	20%	80,000.00	0%	0.00	20%	80,000.00	320,000.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*

20 - FORMA-CON CONSTRUCTION  
 Billing Application  
 15300- MASSEY TOWER  
 Application Number - 17      Date - Feb 01/17 - Feb 20/17

Line#	Description	Contract		-----To Date		---Prev Billed		---This Billing	Balance to Complete
		Value	Pct	Pct		Pct			
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	-----
		15,930,000.00		5,280,000.00		4,710,000.00		570,000.00	10,650,000.00
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	-----
Subtotal		20,429,000.00	47%	9,830,000.00	44%	9,060,000.00	3%	570,000.00	10,799,000.00

20 - FORMA-CON CONSTRUCTION  
 Billing Application  
 15300- MASSEY TOWER  
 Application Number - 17      Date - Feb 01/17 - Feb 20/17

Line#	Description	Contract Value	Pct	-----To Date	Pct	---Prev Billed	Pct	---This Billing	Balance to Complete
		=====		=====		=====		=====	=====
	Total Contract	20,429,000.00	47%	9,630,000.00	44%	9,060,000.00	3%	570,000.00	10,799,000.00
	Less Holdback on lines noted (*)			963,000.00		908,000.00		57,000.00	
	Holdback Subtotal			8,667,000.00		8,154,000.00		513,000.00	
	Plus GST/HST on 513,000.00 13572608		1					66,690.00	
	Total this Billing							579,690.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Progress Billing Worksheet  
20 - FORMA-CON CONSTRUCTION  
15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	To Date		Revised
				Units	Pct	Pct/Value
Contract *****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00		300,000.00 .....
C1002	TRAILER MOBILIZATION		150,000.00	100.00		150,000.00 .....
			-----			-----
			450,000.00			450,000.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00		900,000.00 .....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00		1,000,000.00 .....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00		1,000,000.00 .....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00		1,000,000.00 .....
			-----			-----
			3,900,000.00			3,900,000.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00		600,000.00 .....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00		600,000.00 .....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00		450,000.00 .....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00		450,000.00 .....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00		450,000.00 .....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00		450,000.00 .....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00		450,000.00 .....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00		450,000.00 .....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00		450,000.00 .....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	80.00		360,000.00 .....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	0.00		0.00 .....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	0.00		0.00 .....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	0.00		0.00 .....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	0.00		0.00 .....

100% ✓  
100% ✓  
20% ✓

Progress Billing Worksheet  
20 - FORMA-CON CONSTRUCTION  
15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	Pct/Value
						Value
C3015	WALL/COLUMN/LEVEL 16		300,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17		300,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18		300,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19		300,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20		300,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21		250,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22		250,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23		250,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24		250,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25		250,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26		200,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27		200,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28		200,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29		200,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30		200,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31		200,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32		200,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33		200,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34		200,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35		200,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36		200,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37		200,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38		200,000.00		0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39		200,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3039	WALL/COLUMN/LEVEL 40				200,000.00		0.00	0.00 .....
C3040	WALL/COLUMN/LEVEL 41				200,000.00		0.00	0.00 .....
C3041	WALL/COLUMN/LEVEL 42				200,000.00		0.00	0.00 .....
C3042	WALL/COLUMN/LEVEL 43				200,000.00		0.00	0.00 .....
C3043	WALL/COLUMN/LEVEL 44				200,000.00		0.00	0.00 .....
C3044	WALL/COLUMN/LEVEL 45				200,000.00		0.00	0.00 .....
C3045	WALL/COLUMN/LEVEL 46				180,000.00		0.00	0.00 .....
C3046	WALL/COLUMN/LEVEL 47				162,500.00		0.00	0.00 .....
C3047	WALL/COLUMN/LEVEL 48				162,500.00		0.00	0.00 .....
C3048	WALL/COLUMN/LEVEL 49				162,500.00		0.00	0.00 .....
C3049	WALL/COLUMN/LEVEL 50				162,500.00		0.00	0.00 .....
C3050	WALL/COLUMN/LEVEL 51				162,500.00		0.00	0.00 .....
C3051	WALL/COLUMN/LEVEL 52				162,500.00		0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53				162,500.00		0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54				162,500.00		0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55				150,000.00		0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56				150,000.00		0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57				150,000.00		0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58				150,000.00		0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59				150,000.00		0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60				150,000.00		0.00	0.00 .....
C3060	WALL/COLUMN/MPH				150,000.00		0.00	0.00 .....
C3061	WALL/COLUMN/EMR				150,000.00		0.00	0.00 .....
C3062	WALL/COLUMN/ROOF SLAB				100,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line# Description	Unit Pr UOM	Amount	To Date		Revised	
			Units	Pct		Value
		15,930,000.00			4,710,000.00	
C4000 DEMOBILIZATION		149,000.00		0.00	0.00	
		20,429,000.00			9,060,000.00	
Additions to Contract						
Unapproved Additions o Contract						
<b>GRAND TOTAL</b>		<b>20,429,000.00</b>			<b>9,060,000.00</b>	
Holdback Released						

# Statutory Declaration

Standard Construction Document

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 15  
dated the 6th day of February,  
in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Developments (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

John Aquino

Position or Title (of office held with Subcontractor)

Vice- President of Forma-Con

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 17th day of February,  
City/Town and Province

in the year 2017.

Signature of Declarant

*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee



Clearance Certificate / Certificat de décharge

405

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E200000AZJEM	24-Nov-2016 to 19-Feb-2017



407

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00003685  
Cheque Date Mar 31, 2017

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 02/17/17	MOD Developments (197 Yonge) Limited Partnership Appl #: 17	60001,0	644,100.00	-64,410.00	0.00	579,690.00
Total Remittance			644,100.00	-64,410.00	.00	579,690.00

MODD300

**MOD Developments (197 Yonge) Limited Partnership**

900 -666 Burrard St  
Vancouver, BC V6C 2X8

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00003685



DATE 0 3 3 1 2 0 1 7  
M M D D Y Y Y Y

PAY \*Five Hundred Seventy Nine Thousand Six Hundred Ninety Dollars  
\*00 Cents

\$ \*\*\*\*\* 579,690.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada

Per   
Per 

⑈00003685⑈ ⑆00112⑆010⑆ 70⑈39301⑈

dit  
a email  
12/17  
checked  
JW



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

407 Basaltic Road  
Concord, Ontario  
L4K 4W8

Phone (905) 303-8010  
Fax (905) 303-8013

APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: Feb 17/17

Appl #: 17

*Modd300  
20-15300-9100-9*

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$9,630,000.00	
6. Holdback	\$963,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$963,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$8,667,000.00	\$8,667,000.00
	-----	
10. Less line 9 from previous application	\$8,154,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$513,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$11,762,000.00
		=====
13. GST/HST BN # 135726081	\$66,690.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$579,690.00	
	=====	

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 17 Date - Feb 01/17 - Feb 20/17

Line#	Description	Contract Value	Pct	-----To Date	Pct	---Prev Billed	Pct	--This Billing	Balance to Complete
<b>Contract</b>									
=====									
<b>C1000 MOBILIZATION</b>									
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	-----
		450,000.00		450,000.00		450,000.00		0.00	0.00
<b>C2000 BASEMENT 3 TO GROUND</b>									
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0%	0.00	0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	-----
		3,900,000.00		3,900,000.00		3,900,000.00		0.00	0.00
<b>C3000 GRND TO LEVEL 60MPH/ROOF</b>									
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00	80%	360,000.00	20%	90,000.00	0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00	0%	0.00	100%	400,000.00	0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	20%	80,000.00	0%	0.00	20%	80,000.00	320,000.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00	0%	0.00	400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*

20 - FORMA-CON CONSTRUCTION  
 Billing Application  
 15300- MASSEY TOWER  
 Application Number - 17      Date - Feb 01/17 - Feb 20/17

Line#	Description	Contract Value	Pct	-----To Date	Pct	----Prev Billed	Pct	---This Billing	Balance to Complete
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3080	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3081	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3082	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		5,280,000.00		4,710,000.00		570,000.00	10,650,000.00
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	47%	9,630,000.00	44%	9,080,000.00	3%	570,000.00	10,799,000.00



20 - FORMA-CON CONSTRUCTION  
 Billing Application  
 15300- MASSEY TOWER  
 Application Number - 17      Date - Feb 01/17 - Feb 20/17

Line#	Description	Contract Value	Pct	-----To Date	Pct	---Prev Billed	Pct	---This Billing	Balance to Complete
	Total Contract	20,429,000.00	47%	9,630,000.00	44%	9,060,000.00	3%	570,000.00	10,799,000.00
	Less Holdback on lines noted (*)			963,000.00		906,000.00		57,000.00	
	Holdback Subtotal			8,667,000.00		8,154,000.00		513,000.00	
	Plus GST/HST on 513,000.00 13572808		1					68,890.00	
	Total this Billing							579,690.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
										Pct/Value
Contract										
-----										
<u>C1000 MOBILIZATION</u>										
C1001	CRANE ERECTION				300,000.00		100.00		300,000.00	.....
C1002	TRAILER MOBILIZATION				150,000.00		100.00		150,000.00	.....
					-----			-----	450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>										
C2001	MAT SLAB				900,000.00		100.00		900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB				1,000,000.00		100.00		1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB				1,000,000.00		100.00		1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB				1,000,000.00		100.00		1,000,000.00	.....
					-----			-----	3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>										
C3001	WALL/COLUMN/LEVEL 2				600,000.00		100.00		600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3				600,000.00		100.00		600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4				450,000.00		100.00		450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5				450,000.00		100.00		450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6				450,000.00		100.00		450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7				450,000.00		100.00		450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8				450,000.00		100.00		450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9				450,000.00		100.00		450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10				450,000.00		100.00		450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11				450,000.00		80.00		360,000.00	100% ✓
C3011	WALL/COLUMN/LEVEL 12				400,000.00		0.00		0.00	100% ✓
C3012	WALL/COLUMN/LEVEL 13				400,000.00		0.00		0.00	20% ✓
C3013	WALL/COLUMN/LEVEL 14				400,000.00		0.00		0.00	.....
C3014	WALL/COLUMN/LEVEL 15				400,000.00		0.00		0.00	.....



Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	----- To Date -----		Revised
					Amount	Units Pct	Pct/Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00	0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00	0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00	0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00	0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00	0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00	0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00	0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00	0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00	0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00	0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00	0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00	0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00	0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00	0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00	0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00	0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00	0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00	0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00	0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00	0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00	0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00	0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00	0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39				200,000.00	0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	DOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3039	WALL/COLUMN/LEVEL 40				200,000.00		0.00	0.00 .....
C3040	WALL/COLUMN/LEVEL 41				200,000.00		0.00	0.00 .....
C3041	WALL/COLUMN/LEVEL 42				200,000.00		0.00	0.00 .....
C3042	WALL/COLUMN/LEVEL 43				200,000.00		0.00	0.00 .....
C3043	WALL/COLUMN/LEVEL 44				200,000.00		0.00	0.00 .....
C3044	WALL/COLUMN/LEVEL 45				200,000.00		0.00	0.00 .....
C3045	WALL/COLUMN/LEVEL 46				180,000.00		0.00	0.00 .....
C3046	WALL/COLUMN/LEVEL 47				162,500.00		0.00	0.00 .....
C3047	WALL/COLUMN/LEVEL 48				162,500.00		0.00	0.00 .....
C3048	WALL/COLUMN/LEVEL 49				162,500.00		0.00	0.00 .....
C3049	WALL/COLUMN/LEVEL 50				162,500.00		0.00	0.00 .....
C3050	WALL/COLUMN/LEVEL 51				162,500.00		0.00	0.00 .....
C3051	WALL/COLUMN/LEVEL 52				162,500.00		0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53				162,500.00		0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54				162,500.00		0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55				150,000.00		0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56				150,000.00		0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57				150,000.00		0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58				150,000.00		0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59				150,000.00		0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60				150,000.00		0.00	0.00 .....
C3060	WALL/COLUMN/MPH				150,000.00		0.00	0.00 .....
C3061	WALL/COLUMN/BMR				150,000.00		0.00	0.00 .....
C3062	WALL/COLUMN/ROOF SLAB				100,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line# Description	Unit Pr UOM	Amount	----- To Date -----		Revised
			Units	Pct	Pct/Value
				Value	
		15,930,000.00			4,710,000.00
C4000 DEMOBILIZATION		149,000.00	0.00	0.00	.....
		20,429,000.00			9,060,000.00
Additions to Contract					
=====					
Unapproved Additions o Contract					
=====					
.....					
GRAND TOTAL		20,429,000.00			9,060,000.00
.....					
Holdback Released					
=====					
.....					

# Statutory Declaration

Standard Construction Document

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 15  
 dated the 6th day of February,  
 in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Developments (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

John Aquino

Position or Title (of office held with Subcontractor)

Vice- President of Forma-Con

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 17th day of February,  
City/Town and Province

in the year 2017.

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

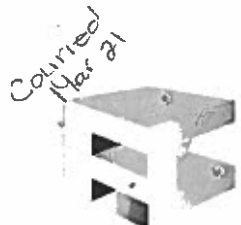
CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1428508 ONTARIO LIMITED / FORMA- CON CONSTRUCTION	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD Developments (197 Yonge) LP / Massey Tower	8 Price Street, Toronto, ON, M4W 3Z4, CAN	E200000AZJEM	24-Nov-2016 to 19-Feb-2017



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

418

407 Basaltic Road  
Concord, Ontario  
L4K 4W8

Phone (905) 303-8010  
Fax (905) 303-8013

### APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: Mar 20/17

Appl #: 18

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$10,350,000.00	
6. Holdback	\$1,035,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,035,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$9,315,000.00	\$9,315,000.00
	-----	
10. Less line 9 from previous application	\$8,667,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$648,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$11,114,000.00
		=====
13. GST/HST BN # 135726081	\$84,240.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$732,240.00	
	=====	

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 18

Date - Mar 01/17 - Mar 20/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
=====						
<b>C1000 MOBILIZATION</b>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00 0% 0.00 0.00*
		-----		-----		-----
		450,000.00		450,000.00		450,000.00 0.00 0.00
<b>C2000 BASEMENT 3 TO GROUND</b>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00 0% 0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
		-----		-----		-----
		3,900,000.00		3,900,000.00		3,900,000.00 0.00 0.00
<b>C3000 GRND TO LEVEL 60/MPH/ROOF</b>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00 0% 0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00 0% 0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00	20%	80,000.00 80% 320,000.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00	0%	0.00 100% 400,000.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00 0% 0.00 400,000.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00 0% 0.00 300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*



20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 18

Date - Mar 01/17 - Mar 20/17

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		6,000,000.00		5,280,000.00		720,000.00	9,930,000.00
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00
		-----		-----		-----		-----	
Subtotal		20,429,000.00	51%	10,350,000.00	47%	9,630,000.00	4%	720,000.00	10,079,000.00



20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 18

Date - Mar 01/17 - Mar 20/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	51% 10,350,000.00	47% 9,630,000.00	4% 720,000.00	10,079,000.00
	Less Holdback on lines noted (*)		1,035,000.00	963,000.00	72,000.00	
	Holdback Subtotal		9,315,000.00	8,667,000.00	648,000.00	
	Plus GST/HST on 648,000.00 135726081				84,240.00	
	Total this Billing				732,240.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
								-----		
									Pct/Value	
Contract										
=====										
<u>C1000 MOBILIZATION</u>										
C1001	CRANE ERECTION				300,000.00	100.00			300,000.00	.....
C1002	TRAILER MOBILIZATION				150,000.00	100.00			150,000.00	.....
					-----			-----		
					450,000.00				450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>										
C2001	MAT SLAB				900,000.00	100.00			900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB				2,000,000.00	100.00			1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB				1,000,000.00	100.00			1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB				1,000,000.00	100.00			1,000,000.00	.....
					-----			-----		
					3,900,000.00				3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>										
C3001	WALL/COLUMN/LEVEL 2				600,000.00	100.00			600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3				600,000.00	100.00			600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4				450,000.00	100.00			450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5				450,000.00	100.00			450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6				450,000.00	100.00			450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7				450,000.00	100.00			450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8				450,000.00	100.00			450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9				450,000.00	100.00			450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10				450,000.00	100.00			450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11				450,000.00	100.00			450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12				400,000.00	100.00			400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13				400,000.00	20.00			80,000.00	100%
C3013	WALL/COLUMN/LEVEL 14				400,000.00	0.00			0.00	100%
C3014	WALL/COLUMN/LEVEL 15				400,000.00	0.00			0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00		0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39				200,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UCM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3039	WALL/COLUMN/LEVEL 40				200,000.00	0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41				200,000.00	0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42				200,000.00	0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43				200,000.00	0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44				200,000.00	0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45				200,000.00	0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46				180,000.00	0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47				162,500.00	0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48				162,500.00	0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49				162,500.00	0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50				162,500.00	0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51				162,500.00	0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52				162,500.00	0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53				162,500.00	0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54				162,500.00	0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55				150,000.00	0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56				150,000.00	0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57				150,000.00	0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58				150,000.00	0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59				150,000.00	0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60				150,000.00	0.00	0.00	.....
C3060	WALL/COLUMN/MPH				150,000.00	0.00	0.00	.....
C3061	WALL/COLUMN/EMR				150,000.00	0.00	0.00	.....
C3062	WALL/COLUMN/ROOF SLAB				100,000.00	0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	To Date		Revised
						Units	Pct	Pct/Value
					15,930,000.00		5,280,000.00	
C4000	DEMOBILIZATION				149,000.00	0.00	0.00	
					20,429,000.00		9,630,000.00	

Additions to Contract

=====

Unapproved Additions o Contract

=====

.....					20,429,000.00		9,630,000.00	
GRAND TOTAL								
.....								

Holdback Released

=====

.....

==== End of Report ====

**Clearance Certificate / Certificat de décharge**


Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mm-yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High-Rise) 4222-002: Form Work (Low-Rise)	MOD DEVELOPMENTS (197 YONGE) LP / MASSEY TOWER	8 PRICE STREET, TORONTO, ON, M4W 3Z4, CAN	E200000BOXZ6	27-Feb-2017 to 19-May-2017

**Silvana Crognale**

---

**From:** Gordon Graham  
**Sent:** March-19-17 9:48 AM  
**To:** Silvana Crognale  
**Subject:** FW: Progress Draws

Site approval for Job #'s 15299 & 15300.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766  


---

**From:** Matthew Henderson [<mailto:matthew.henderson@tuckerhirise.com>]  
**Sent:** March-19-17 9:40 AM  
**To:** Gordon Graham  
**Subject:** Re: Progress Draws


Approved

Matthew Henderson  
Tucker HiRise Construction  
416-728-0262

----- Original message -----

**From:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Date:** 2017-03-19 9:09 AM (GMT-05:00)  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Subject:** Progress Draws

Please review and approve at your earliest convenience.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766  


# Statutory Declaration

Standard Construction Document

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 16  
dated the 25th day of January,  
in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

Domenic DiPede

Position or Title (of office held with Subcontractor)

Chief Financial Officer

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 21st day of March,

in the year 2017 City/Town and Province

  
Signature of Declarant

  
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)  
Solicitor in the Province of Ontario

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001  
Canadian Construction Documents Committee



REMITTANCE ADVICE

429

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00003755  
Cheque Date Apr 30, 2017

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
03/20/17	Appl #: 18	60001,0	813,600.00	-81,360.00	0.00	732,240.00
Total Remittance			813,600.00	-81,360.00	.00	732,240.00

**MOD Developments (197 Yonge) Limited Partnership**

900 -666 Burrard St  
Vancouver, BC V6C 2X8

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00003755

DATE 0 4 3 0 2 0 1 7  
M M D D Y Y Y Y

PAY \*Seven Hundred Thirty Two Thousand Two Hundred Forty Dollars 00 Cents \$ \*\*\*\*\* 732,240.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada

Per [Signature]  
Per [Signature]

⑈00003755⑈ ⑆001120010⑆ 70039301⑈

MAR 17

15300



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

430

407 Basaltic Road

Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: Mar 20/17

Appl #: 18

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
4. Contract Amount	\$20,429,000.00	\$20,429,000.00
5. Total Progress	\$10,350,000.00	
6. Holdback		
7. Holdback Released		
8. Current Holdback	\$1,035,000.00	
9. Total Progress	\$9,315,000.00	\$9,315,000.00
10. Less line 9 from previous application	\$8,667,000.00	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$648,000.00	
12. Balance Unpaid Under Contract (4-9)		\$11,114,000.00
13. GST/HST BN # 135726081	\$84,240.00	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$732,240.00	

*5/20/17  
- rebar placed  
by former  
estimator to hold*

*Modd300  
20-15300-9100-9*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 18

Date - Mar 01/17 - Mar 20/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	0.00*
		-----		-----		-----
		450,000.00		450,000.00		0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	0.00*
		-----		-----		-----
		3,900,000.00		3,900,000.00		0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	100%	0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00	100%	0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00	100%	0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00	20%	80%
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00	0%	100%
C3014	WALL/COLUMN/LEVEL 15	400,000.00	0%	0.00	0%	0.00
C3015	WALL/COLUMN/LEVEL 16	300,000.00	0%	0.00	0%	0.00
C3016	WALL/COLUMN/LEVEL 17	300,000.00	0%	0.00	0%	0.00
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00	0%	0.00
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00	0%	0.00
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 18

Date - Mar 01/17 - Mar 20/17

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----	-----	-----	-----	-----	-----	-----	-----
		15,930,000.00		6,000,000.00		5,280,000.00		720,000.00	9,930,000.00
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----	-----	-----	-----	-----	-----	-----	-----
Subtotal		20,429,000.00	51%	10,350,000.00	47%	9,630,000.00	4%	720,000.00	10,079,000.00

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 18

Date - Mar 01/17 - Mar 20/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	51% 10,350,000.00	47% 9,630,000.00	4% 720,000.00	10,079,000.00
	Less Holdback on lines noted (*)		1,035,000.00	963,000.00	72,000.00	
	Holdback Subtotal		9,315,000.00	8,667,000.00	648,000.00	
	Plus GST/HST on 648,000.00 135726081				84,240.00	
	Total this Billing				732,240.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	Units	To Date Pct	Value	Revised Pct/Value
Contract							
-----							
<u>C1000 MOBILIZATION</u>							
C1001	CRANE ERECTION		300,000.00		100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00		100.00	150,000.00	.....
			-----			-----	
			450,000.00			450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>							
C2001	MAT SLAB		900,000.00		100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00		100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00		100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00		100.00	1,000,000.00	.....
			-----			-----	
			3,900,000.00			3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>							
C3001	WALL/COLUMN/LEVEL 2		600,000.00		100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00		100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00		100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00		100.00	450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00		100.00	450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00		100.00	450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00		100.00	450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00		100.00	450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00		100.00	450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00		100.00	450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00		100.00	400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00		20.00	80,000.00	100%
C3013	WALL/COLUMN/LEVEL 14		400,000.00		0.00	0.00	100%
C3014	WALL/COLUMN/LEVEL 15		400,000.00		0.00	0.00	.....

100%

100%



Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00		0.00	0.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00		0.00	0.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00		0.00	0.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00		0.00	0.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00		0.00	0.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00		0.00	0.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00		0.00	0.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00		0.00	0.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00		0.00	0.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00		0.00	0.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00		0.00	0.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00		0.00	0.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00		0.00	0.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00		0.00	0.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00		0.00	0.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00		0.00	0.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00		0.00	0.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00		0.00	0.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00		0.00	0.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00		0.00	0.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00		0.00	0.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00		0.00	0.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00		0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39				200,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	Value Pct/Value
C3039	WALL/COLUMN/LEVEL 40		200,000.00	0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00	0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00	0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00	0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00	0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00	0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00	0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00	0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00	0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00	0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00	0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00	0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00	0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00	0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00	0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00	0.00	0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00	0.00	0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00	0.00	0.00	.....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00	0.00	0.00	.....



Progress Billing Worksheet  
20 - FORMA-CON CONSTRUCTION  
15300 MASSEY TOWER

Line# Description	Unit Pr UOM	Amount	----- To Date -----		Revised
			Units	Pct	
		15,930,000.00			5,280,000.00
C4000 DEMOBILIZATION		149,000.00		0.00	0.00
		20,429,000.00			9,630,000.00
Additions to Contract					
Unapproved Additions o Contract					
.....					
<b>GRAND TOTAL</b>		<b>20,429,000.00</b>			<b>9,630,000.00</b>
Holdback Released					

==== End of Report ====

**Clearance Certificate / Certificat de décharge**


Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mm-yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High-Rise) 4222-002: Form Work (Low-Rise)	MOD DEVELOPMENTS (197 YONGE) LP / MASSEY TOWER	8 PRICE STREET, TORONTO, ON, M4W 3Z4, CAN	E200000BOXZ6	27-Feb-2017 to 19-May-2017

**Silvana Crognale**

---

**From:** Gordon Graham  
**Sent:** March-19-17 9:48 AM  
**To:** Silvana Crognale  
**Subject:** FW: Progress Draws

Site approval for Job #'s 15299 & 15300.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766  


---

**From:** Matthew Henderson [<mailto:matthew.henderson@tuckerhirise.com>]  
**Sent:** March-19-17 9:40 AM  
**To:** Gordon Graham  
**Subject:** Re: Progress Draws

Approved

Matthew Henderson  
Tucker HiRise Construction  
416-728-0262

----- Original message -----  
**From:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Date:** 2017-03-19 9:09 AM (GMT-05:00)  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Subject:** Progress Draws

Please review and approve at your earliest convenience.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766  


# Statutory Declaration

Standard Construction Document

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 16  
dated the 25th day of January,  
in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor  
MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor  
FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant  
Domenic DiPede

Position or Title (of office held with Subcontractor)  
Chief Financial Officer

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 21st day of March,

in the year 2017 City/Town and Province

Signature of Declarant

*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00003823  
Cheque Date May 31, 2017

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 04/20/17	MOD Developments (197 Yonge) Limited Partnership Appl #: 19	60001,0	824,900.00	-82,490.00	0.00	742,410.00
Total Remittance			824,900.00	-82,490.00	.00	742,410.00

**MOD Developments (197 Yonge) Limited Partnership**

900 -666 Burrard St  
Vancouver, BC V6C 2X8

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00003823

DATE 0 5 3 1 2 0 1 7  
M M D D Y Y Y Y

PAY \*Seven Hundred Forty Two Thousand Four Hundred Ten Dollars 00 Cents \$ \*\*\*\*\* 742,410.00

Canada

**REMITTANCE ADVICE**

*15300*

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00003823  
Cheque Date May 31, 2017

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 04/20/17	MOD Developments (197 Yonge) Limited Partnership Appl #: 19	60001,0	824,900.00	-82,490.00	0.00	742,410.00
Total Remittance			824,900.00	-82,490.00	.00	742,410.00

*Apr Inv*

*PAID  
JUNE 6/2017*

April 20  
showed JA



# FORMA-CON CONSTRUCTION

( A DIVISION OF 1033803 ONTARIO INC.)

442

407 Basaltic Road

Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: Apr 20/17

Appl #: 19

### Total

1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$11,080,000.00	
6. Holdback	\$1,108,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,108,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$9,972,000.00	\$9,972,000.00
	-----	
10. Less line 9 from previous application	\$9,315,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$657,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$10,457,000.00
		=====
13. GST/HST BN # 135726081	\$85,410.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$742,410.00	
	=====	

HODD300  
20-15300-9100-9

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 19

Date - Apr 01/17 - Apr 30/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	
		450,000.00		450,000.00	450,000.00	0.00 0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
		-----		-----	-----	
		3,900,000.00		3,900,000.00	3,900,000.00	0.00 0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00 0%	0.00 100%	400,000.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00 0%	0.00 100%	300,000.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	10%	30,000.00 0%	0.00 10%	30,000.00 270,000.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00 0%	0.00 0%	0.00 300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00 0%	0.00 0%	0.00 250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 19

Date - Apr 01/17 - Apr 30/17

Line#	Description	Contract			Pct---This Billing	Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed			
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----	
		15,930,000.00		6,730,000.00		730,000.00	9,200,000.00
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----	
Subtotal		20,429,000.00	54%	11,080,000.00	51%	730,000.00	9,349,000.00



20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 19

Date - Apr 01/17 - Apr 30/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	54% 11,080,000.00	51% 10,350,000.00	4% 730,000.00	9,349,000.00
	Less Holdback on lines noted (*)		1,108,000.00	1,035,000.00	73,000.00	
	Holdback Subtotal		9,972,000.00	9,315,000.00	657,000.00	
	Plus GST/HST on 657,000.00 135726081				85,410.00	
	Total this Billing				742,410.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	'Amount	Units	Pct	To Date Value	Revised Pct/Value
Contract									
=====									
<u>C1000 MOBILIZATION</u>									
C1001	CRANE ERECTION				300,000.00		100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION				150,000.00		100.00	150,000.00	.....
					-----			-----	
					450,000.00			450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>									
C2001	MAT SLAB				900,000.00		100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB				1,000,000.00		100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB				1,000,000.00		100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB				1,000,000.00		100.00	1,000,000.00	.....
					-----			-----	
					3,900,000.00			3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>									
C3001	WALL/COLUMN/LEVEL 2				600,000.00		100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3				600,000.00		100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4				450,000.00		100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5				450,000.00		100.00	450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6				450,000.00		100.00	450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7				450,000.00		100.00	450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8				450,000.00		100.00	450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9				450,000.00		100.00	450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10				450,000.00		100.00	450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11				450,000.00		100.00	450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12				400,000.00		100.00	400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13				400,000.00		100.00	400,000.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3013	WALL/COLUMN/LEVEL 14				400,000.00	100.00	400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15				400,000.00	0.00	0.00	100% .....
C3015	WALL/COLUMN/LEVEL 16				300,000.00	0.00	0.00	100% .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00	0.00	0.00	10% .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00	0.00	0.00	.....
C3018	WALL/COLUMN/LEVEL 19				300,000.00	0.00	0.00	.....
C3019	WALL/COLUMN/LEVEL 20				300,000.00	0.00	0.00	.....
C3020	WALL/COLUMN/LEVEL 21				250,000.00	0.00	0.00	.....
C3021	WALL/COLUMN/LEVEL 22				250,000.00	0.00	0.00	.....
C3022	WALL/COLUMN/LEVEL 23				250,000.00	0.00	0.00	.....
C3023	WALL/COLUMN/LEVEL 24				250,000.00	0.00	0.00	.....
C3024	WALL/COLUMN/LEVEL 25				250,000.00	0.00	0.00	.....
C3025	WALL/COLUMN/LEVEL 26				200,000.00	0.00	0.00	.....
C3026	WALL/COLUMN/LEVEL 27				200,000.00	0.00	0.00	.....
C3027	WALL/COLUMN/LEVEL 28				200,000.00	0.00	0.00	.....
C3028	WALL/COLUMN/LEVEL 29				200,000.00	0.00	0.00	.....
C3029	WALL/COLUMN/LEVEL 30				200,000.00	0.00	0.00	.....
C3030	WALL/COLUMN/LEVEL 31				200,000.00	0.00	0.00	.....
C3031	WALL/COLUMN/LEVEL 32				200,000.00	0.00	0.00	.....
C3032	WALL/COLUMN/LEVEL 33				200,000.00	0.00	0.00	.....
C3033	WALL/COLUMN/LEVEL 34				200,000.00	0.00	0.00	.....
C3034	WALL/COLUMN/LEVEL 35				200,000.00	0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	To Date	Units Pct	Value	Revised Pct/Value
C3035	WALL/COLUMN/LEVEL 36		200,000.00		0.00	0.00	.....
C3036	WALL/COLUMN/LEVEL 37		200,000.00		0.00	0.00	.....
C3037	WALL/COLUMN/LEVEL 38		200,000.00		0.00	0.00	.....
C3038	WALL/COLUMN/LEVEL 39		200,000.00		0.00	0.00	.....
C3039	WALL/COLUMN/LEVEL 40		200,000.00		0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00		0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00		0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00		0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00		0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00		0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00		0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00		0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00		0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00		0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00		0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00		0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00		0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00		0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00		0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00		0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00		0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00		0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	To Date		Revised
				Units	Pct	
C3057	WALL/COLUMN/LEVEL 58		150,000.00		0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59		150,000.00		0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60		150,000.00		0.00	0.00 .....
C3060	WALL/COLUMN/MPH		150,000.00		0.00	0.00 .....
C3061	WALL/COLUMN/EMR		150,000.00		0.00	0.00 .....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00		0.00	0.00 .....
			-----			-----
			15,930,000.00			6,000,000.00
C4000	DEMOBILIZATION		149,000.00		0.00	0.00 .....
			=====			=====
			20,429,000.00			10,350,000.00

Additions to Contract

=====

Unapproved Additions o Contract

=====

.....  
 GRAND TOTAL

.....  
 20,429,000.00

.....  
 10,350,000.00

Holdback Released

=====

==== End of Report ====

# Statutory Declaration

Standard Construction Document

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 17  
dated the 25th day of February,  
in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

John Aquino

Position or Title (of office held with Subcontractor)

President

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 20th day of April,

in the year 2017 City/Town and Province

Signature of Declarant

*[Signature]*  
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)  
Solicitor in Province of Ontario

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001  
Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mm-yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High-Rise) 4222-002: Form Work (Low-Rise)	MOD DEVELOPMENTS (197 YONGE) LP / MASSEY TOWER	8 PRICE STREET, TORONTO, ON, M4W 3Z4, CAN	E200000BOXZ6	27-Feb-2017 to 19-May-2017

**Silvana Crognale**

---

**From:** Frank Nandlall [frank.nandlall@tuckerhirise.com]  
**Sent:** May-23-17 2:35 PM  
**To:** Silvana Crognale  
**Subject:** RE: Mod CCDC 9A

Nope CCDA 9A is for Owner and subcontractor  
**Frank Nandlall**  
Accounts Payable Clerk

**TUCKER HIRISE**

---

**From:** Silvana Crognale [mailto:SCrognale@bondfield.com]  
**Sent:** Tuesday, May 23, 2017 2:31 PM  
**To:** Frank Nandlall <frank.nandlall@tuckerhirise.com>  
**Subject:** RE: Mod CCDC 9A

Hi Frank,

The 9A is for General Contractor and we are a sub-contractor on the job there fore we use 9B, we have been using 9B the entire project.

Regards  
Silvana

---

Silvana Crognale  
A/P Administrator

[SCrognale@bondfield.com](mailto:SCrognale@bondfield.com)



407 Basaltic Rd., Concord, ON. L4K 4W8  
T: 416.667.8422 F: 416.667.8462

106 Schneider Rd., Unit A, Kanata, ON. K2K 1Y2  
T: 613.271.0440 F: 613.271.0967

This e-mail transmission is strictly confidential and intended solely for the person or organization to whom it is addressed. It may contain privileged and confidential information and if you are not the intended recipient, you must not copy, distribute, or take any action in reliance on it. IF YOU HAVE RECEIVED THIS EMAIL IN ERROR, PLEASE NOTIFY US AS SOON AS POSSIBLE AND DELETE IT

---

**From:** Frank Nandlall [mailto:frank.nandlall@tuckerhirise.com]  
**Sent:** May-23-17 2:26 PM  
**To:** Silvana Crognale  
**Subject:** Mod CCDC 9A

Silvana,



For Mod I require a CCDC 9A not a CCDC 9B PLEASE SEND ASAP



**Frank Nandlall**  
Accounts Payable Clerk

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

T 416.774.2626

F 416.441.0142

E [frank.nandlall@tuckerhirise.com](mailto:frank.nandlall@tuckerhirise.com)

[TUCKERHIRISE.COM](http://TUCKERHIRISE.COM)

May Inv

**CURRENT ACCOUNT**

Inter-Access Transit  
10.7.4.1.1.1

Account No.

32120

Date July 5/17

**CURRENT ACCOUNT**

Inter-Access Transit  
10.7.4.1.1.1

Account No.

32120



Date July 5/17

Cheques	Amount
---------	--------

1 MOD	884,790 00
2 Metcalfe	364,594 50
3 Metcalfe	845,127 00
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Total Number of Cheques

3

2,094,511 50

Bank Teller's Init.



National Bank is a trademark used by National Bank of Canada.  
14535-002 (2012-04-16)

Name Forma - Con

Cash	Dollars	Cts
------	---------	-----

X 5		00
X 10		00
X 20		00
X 50		00
100		00
1000		00

03531-006  
NATIONAL BANK OF CANADA  
JUL - 5 2017  
RUFORD RD, UNIT 82  
W - ONTARIO  
03631-006

15300

Note Total

Coin Total

Sub-Total (A)

MasterCard (B)

Cheques Total (C)

Number of Items Deposited (B + C)

3

Item Total

2,094,511 50

NET DEPOSIT (A + B + C)

2,094,511 50

Bank Teller's Init.

Signature of Depositor

*J. E. Pinto*

National Bank is a trademark used by National Bank of Canada.  
14535-002 (2012-04-16)

May Inv



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

405 Basaltic Road  
**455**

Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: May 18/17

Appl #: 20

*Modd 3000*

Total

1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$11,950,000.00	
6. Holdback	\$1,195,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,195,000.00	
	-----	
9. Total Progress Less Curr. Holdback (5-8)	\$10,755,000.00	\$10,755,000.00
	-----	
10. Less line 9 from previous application	\$9,972,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$783,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$9,674,000.00
		=====
13. GST/HST BN # 135726081	\$101,790.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$884,790.00	
	=====	

*20-15300-9100-9*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 20 Date - Mar 01/17 - May 31/17

Line#	Description	Contract Value	Pct	-----To Date	Pct	---Prev Billed	Pct	--This Billing	Balance to Complete
<b>Contract</b>									
=====									
<b>C1000 MOBILIZATION</b>									
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	-----
		450,000.00		450,000.00		450,000.00		0.00	0.00
<b>C2000 BASEMENT 3 TO GROUND</b>									
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0%	0.00	0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	-----
		3,900,000.00		3,900,000.00		3,900,000.00		0.00	0.00
<b>C3000 GRND TO LEVEL 60/MPH/ROOF</b>									
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100% /	300,000.00	10%	30,000.00	90%	270,000.00	0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100% /	300,000.00	0%	0.00	100%	300,000.00	0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100% /	300,000.00	0%	0.00	100%	300,000.00	0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	0%	0.00	0%	0.00	0%	0.00	300,000.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00	0%	0.00	250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*

## 20 - FORMA-CON CONSTRUCTION

Pg 2

Billing Application

15300- MASSEY TOWER

Application Number - 20

Date - Mar 01/17 - May 31/17

Line#	Description	Contract		-----To Date		---Prev Billed		---This Billing	Balance to Complete
		Value	Pct	Pct	Pct	Pct	Pct		
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		7,600,000.00		6,730,000.00		870,000.00	8,330,000.00
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	58%	11,950,000.00	54%	11,080,000.00	4%	870,000.00	8,479,000.00

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 20

Date - Mar 01/17 - May 31/17

Line#	Description	Contract Value	Pct	To Date	Pct	Prev Billed	Pct	This Billing	Balance to Complete
	Total Contract	20,429,000.00	58%	11,950,000.00	54%	11,080,000.00	4%	870,000.00	8,479,000.00
	Less Holdback on lines noted (*)			1,195,000.00		1,108,000.00		87,000.00	
	Holdback Subtotal			10,755,000.00		9,972,000.00		783,000.00	
	Plus GST/HST on 783,000.00 13572608		1					101,790.00	
	Total this Billing							884,790.00	

Approved by \_\_\_\_\_ Approved by \_\_\_\_\_

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	To Date		Revised
				Units	Pct	Pct/Value
				Value		
Contract						
-----						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00	150,000.00	.....
			-----		-----	
			450,000.00		450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00	1,000,000.00	.....
			-----		-----	
			3,900,000.00		3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00	450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00	450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00	450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00	450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00	450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00	450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	100.00	450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	100.00	400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	100.00	400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	100.00	400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	100.00	400,000.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	To Date		Revised
				Units	Pct	Pct/Value
C3015	WALL/COLUMN/LEVEL 16		300,000.00	100.00		300,000.00
C3016	WALL/COLUMN/LEVEL 17		300,000.00	10.00		30,000.00
C3017	WALL/COLUMN/LEVEL 18		300,000.00	0.00		0.00
C3018	WALL/COLUMN/LEVEL 19		300,000.00	0.00		0.00
C3019	WALL/COLUMN/LEVEL 20		300,000.00	0.00		0.00
C3020	WALL/COLUMN/LEVEL 21		250,000.00	0.00		0.00
C3021	WALL/COLUMN/LEVEL 22		250,000.00	0.00		0.00
C3022	WALL/COLUMN/LEVEL 23		250,000.00	0.00		0.00
C3023	WALL/COLUMN/LEVEL 24		250,000.00	0.00		0.00
C3024	WALL/COLUMN/LEVEL 25		250,000.00	0.00		0.00
C3025	WALL/COLUMN/LEVEL 26		200,000.00	0.00		0.00
C3026	WALL/COLUMN/LEVEL 27		200,000.00	0.00		0.00
C3027	WALL/COLUMN/LEVEL 28		200,000.00	0.00		0.00
C3028	WALL/COLUMN/LEVEL 29		200,000.00	0.00		0.00
C3029	WALL/COLUMN/LEVEL 30		200,000.00	0.00		0.00
C3030	WALL/COLUMN/LEVEL 31		200,000.00	0.00		0.00
C3031	WALL/COLUMN/LEVEL 32		200,000.00	0.00		0.00
C3032	WALL/COLUMN/LEVEL 33		200,000.00	0.00		0.00
C3033	WALL/COLUMN/LEVEL 34		200,000.00	0.00		0.00
C3034	WALL/COLUMN/LEVEL 35		200,000.00	0.00		0.00
C3035	WALL/COLUMN/LEVEL 36		200,000.00	0.00		0.00
C3036	WALL/COLUMN/LEVEL 37		200,000.00	0.00		0.00
C3037	WALL/COLUMN/LEVEL 38		200,000.00	0.00		0.00
C3038	WALL/COLUMN/LEVEL 39		200,000.00	0.00		0.00

100%  
 100%  
 100%



Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	Pct/Value
				Value		
C3039	WALL/COLUMN/LEVEL 40		200,000.00		0.00	0.00 .....
C3040	WALL/COLUMN/LEVEL 41		200,000.00		0.00	0.00 .....
C3041	WALL/COLUMN/LEVEL 42		200,000.00		0.00	0.00 .....
C3042	WALL/COLUMN/LEVEL 43		200,000.00		0.00	0.00 .....
C3043	WALL/COLUMN/LEVEL 44		200,000.00		0.00	0.00 .....
C3044	WALL/COLUMN/LEVEL 45		200,000.00		0.00	0.00 .....
C3045	WALL/COLUMN/LEVEL 46		180,000.00		0.00	0.00 .....
C3046	WALL/COLUMN/LEVEL 47		162,500.00		0.00	0.00 .....
C3047	WALL/COLUMN/LEVEL 48		162,500.00		0.00	0.00 .....
C3048	WALL/COLUMN/LEVEL 49		162,500.00		0.00	0.00 .....
C3049	WALL/COLUMN/LEVEL 50		162,500.00		0.00	0.00 .....
C3050	WALL/COLUMN/LEVEL 51		162,500.00		0.00	0.00 .....
C3051	WALL/COLUMN/LEVEL 52		162,500.00		0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53		162,500.00		0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54		162,500.00		0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55		150,000.00		0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56		150,000.00		0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57		150,000.00		0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58		150,000.00		0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59		150,000.00		0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60		150,000.00		0.00	0.00 .....
C3060	WALL/COLUMN/MPH		150,000.00		0.00	0.00 .....
C3061	WALL/COLUMN/EMR		150,000.00		0.00	0.00 .....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	To Date		Revised
						Units	Pct	Pct/Value
					Value			
					15,930,000.00			6,730,000.00
C4000	DEMobilization				149,000.00		0.00	0.00
					20,429,000.00			11,080,000.00

Additions to Contract  
 =====

Unapproved Additions o Contract  
 =====

.....  
 GRAND TOTAL 20,429,000.00 11,080,000.00  
 .....

Holdback Released  
 =====

.....

==== End of Report ====

SENT VIA EMAIL & MAIL

November 17, 2016

Attn: All Trades

**RE: MOD Developments (197 Yonge) LP – Billing Process**

---

Invoices for MOD Developments (197 Yonge) LP are due on or before the 20<sup>th</sup> day of the month with the following documents;

1. Original Invoice
2. Site Approval
3. Updated WSIB: (See Below)
4. Statutory Declaration: CCDC 9A 2001 (required after 1<sup>st</sup> payment).
5. GL Insurance: See attached memo (required with 1<sup>st</sup> invoice and upon renewal).

Invoices received after the 20<sup>th</sup> day will be moved to the next draw. Invoices received without the required documents will be returned and will be processed when missing documents are provided by the Trade.

Please note the following:

**Bill to:** MOD Developments (197 Yonge) LP

c/o Tucker HiRise Construction Inc.

3755 Victoria Park Ave, Toronto ON M1W 3Z4

**Updated WSIB:**

Principal Name: MOD Developments (197 Yonge) LP

Principal Address: 8 Price Street, Toronto ON M4W 1Z4

Should you have any questions, please feel free to contact your accounts payable representative:  
Frank Nandlall 416-774-2626

# Statutory Declaration of Progress Payment Distribution by Contractor

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 18  
dated the 25th day of March,  
in the year 2017.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19 December 2014  
Day Month Year

Name of Owner

MOD Development (197 Yonge) Limited Partnership

Name of Contractor

FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant

Domenic Di Pede

Position or Title (of office held with Contractor)

Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 25<sup>th</sup> day of May,  
City/Town and Province

in the year 2017.

Signature of Declarant

*Gianpaul Michael Campoli*  
**Gianpaul Michael Campoli, a Commissioner, etc.,**

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)  
Province of Ontario, while a Student-at-Law.

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

protected by  
copyright and is intended by the  
parties to be an unaltered version of  
CCDC 9 - 2001 except to the extent  
that any alterations, additions or  
modifications are set forth in  
supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP / MASSEY TOWER	8 PRICE STREET, TORONTO, ON, M4W 3Z4, CAN	E200000CEBFI	25-May-2017 to 19-Aug-2017

## CERTIFICATE OF INSURANCE - 17-18-028A

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

NAMED INSURED: Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>(Applicable to Off Site Operations ONLY)</i> <i>(Wrap-Up Liability in effect for project noted herein)</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2017 to January 1, 2018
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations - Blanket Contractual Liability, Contingent Employers Liability - Mould and Fungi, XCU Exclusion deleted - Rip & Tear-completed operations (\$500,000 per claim / aggregate) - Cross Liability / Severability of Interest Clause, Owners Contractors Protective - Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b> - In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$10,000,000 Per occurrence	January 1, 2017 to January 1, 2018
<b>THIRD PARTY AUTOMOBILE LIABILITY</b> - Owned Vehicles	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2017 to January 1, 2018
<b>UMBRELLA LIABILITY</b> - In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946	Northbridge General Insurance Corporation Policy #: CBC0622946	\$20,000,000 Per occurrence	January 1, 2017 to January 1, 2018
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$20,000,000</b>	<b>Per Occurrence</b>
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>

<b>CONTRACTOR'S EQUIPMENT (Owned Schedule)</b> - All Risk, subject to policy Terms, Exclusions and Deductibles	Northbridge General Insurance Corporation Policy #: CBC 0626497	Equipment Owned and/or Long Term Leased by Named Insured	January 1, 2017 to January 1, 2018
---	--	---	---------------------------------------

- WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

COVERING: Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

NOTE: It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.


This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: February 3, 2017

At the office of:

MASTERS INSURANCE LIMITED  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

**MASTERS INSURANCE LIMITED**

PER   
 Claire Sulgeon  
 (Authorized Representative)

CURRENT ACCOUNT

Inter-Access Transit  
107411

Account No.  
32120

Date Aug. 11/17



CURRENT ACCOUNT

Inter-Access Transit  
107411

Account No.  
32120

Date Aug. 11/17

June 17

Cheques	Amount
1 FC Bank Draft	559,350 00
2 FC Bank Draft	816,651 99
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

15250

Name Forma - Con

Cash	Dollars	Cts
X 5		00
X 10		00
X 20		00
X 50		00
X 100		00
X 1000		00

Total Number of Cheques

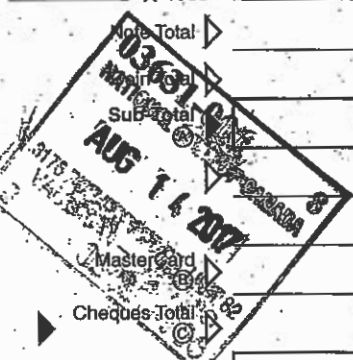
2

1,376,001 99

Bank Teller's Init.



National Bank is a trademark used by National Bank of Canada. 14535-002 (2012-04-16)



Number of Items Deposited (B + C) 2

Item Total 1,376,001 99

NET DEPOSIT (A + B + C)

1,376,001 99

Bank Teller's Init.

Signature of Depositor

National Bank is a trademark used by National Bank of Canada. 14535-002 (2012-04-16)

**MOD Developments (197 Yonge) Limited Partnership**

600 - 550 Burrard St  
Vancouver, BC V6C 2B5

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

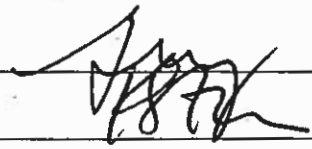
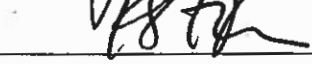
<sup>468</sup>  
CHEQUE NUMBER  
mas02-00003992

DATE 0 7 3 1 2 0 1 7  
M M D D Y Y Y Y

PAY \*Five Hundred Fifty Nine Thousand Three Hundred Fifty Dollars 00 Cents \$ \*\*\*\*\* 559,350.00

Canada

TO Forma-Con Construction  
THE 407 Basaltic Road  
ORDER Concord, ON L4K 4W8  
OF

Per   
Per 

⑈00003992⑈ ⑆00112⑆010⑆ 70⑆39301⑈





# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

469 Cassiac Road  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013

**APPLICATION FOR PAYMENT**

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

Project: 15300  
 MASSEY TOWER

Date: Jun 20/17

Appl #: 21

*HOOD300*

**Total**

1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$12,500,000.00	
6. Holdback		
7. Holdback Released	\$1,250,000.00	
8. Current Holdback (6-7)	\$0.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$11,250,000.00	\$11,250,000.00
	-----	
10. Less line 9 from previous application	\$10,755,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$495,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$9,179,000.00
		=====
13. GST/HST BN # 135726081	\$64,350.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$559,350.00	
	=====	

*LO-15300-9100-9*

20 - FORMA-CON CONSTRUCTION

470

Billing Application

15300- MASSEY TOWER

Application Number - 21

Date - Jun 01/17 - Jun 30/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00 0% 0.00 0.00*
		-----		-----		-----
		450,000.00		450,000.00		450,000.00 0.00 0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00 0% 0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
		-----		-----		-----
		3,900,000.00		3,900,000.00		3,900,000.00 0.00 0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00 0% 0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00 0% 0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00	0%	0.00 100% 300,000.00 0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00	0%	0.00 100% 250,000.00 0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	0%	0.00	0%	0.00 0% 0.00 250,000.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00	0%	0.00 0% 0.00 200,000.00*

Billing Application

15300- MASSEY TOWER

Application Number - 21

Date - Jun 01/17 - Jun 30/17

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		8,150,000.00		7,600,000.00		550,000.00	7,780,000.00
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	61%	12,500,000.00	58%	11,950,000.00	3%	550,000.00	7,929,000.00

20 - FORMA-CON CONSTRUCTION

472

Billing Application

15300- MASSEY TOWER

Application Number - 21

Date - Jun 01/17 - Jun 30/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete			
	Total Contract	20,429,000.00	61%	12,500,000.00	58%	11,950,000.00	3%	550,000.00	7,929,000.00
	Less Holdback on lines noted (*)			1,250,000.00		1,195,000.00		55,000.00	
	Holdback Subtotal			11,250,000.00		10,755,000.00		495,000.00	
	Plus GST/HST on 495,000.00 135726081							64,350.00	
	Total this Billing							559,350.00	

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Approved by

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date Value	Revised Pct/Value
Contract *****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00	150,000.00	.....
			-----		-----	
			450,000.00		450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00	1,000,000.00	.....
			-----		-----	
			3,900,000.00		3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00	450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00	450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00	450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00	450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00	450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00	450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	100.00	450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	100.00	400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	100.00	400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	100.00	400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	100.00	400,000.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	
C3015	WALL/COLUMN/LEVEL 16		300,000.00	100.00		300,000.00 .....
C3016	WALL/COLUMN/LEVEL 17		300,000.00	100.00		300,000.00 .....
C3017	WALL/COLUMN/LEVEL 18		300,000.00	100.00		300,000.00 .....
C3018	WALL/COLUMN/LEVEL 19		300,000.00	100.00		300,000.00 .....
C3019	WALL/COLUMN/LEVEL 20		300,000.00	0.00		0.00 .....
C3020	WALL/COLUMN/LEVEL 21		250,000.00	0.00		0.00 .....
C3021	WALL/COLUMN/LEVEL 22		250,000.00	0.00		0.00 .....
C3022	WALL/COLUMN/LEVEL 23		250,000.00	0.00		0.00 .....
C3023	WALL/COLUMN/LEVEL 24		250,000.00	0.00		0.00 .....
C3024	WALL/COLUMN/LEVEL 25		250,000.00	0.00		0.00 .....
C3025	WALL/COLUMN/LEVEL 26		200,000.00	0.00		0.00 .....
C3026	WALL/COLUMN/LEVEL 27		200,000.00	0.00		0.00 .....
C3027	WALL/COLUMN/LEVEL 28		200,000.00	0.00		0.00 .....
C3028	WALL/COLUMN/LEVEL 29		200,000.00	0.00		0.00 .....
C3029	WALL/COLUMN/LEVEL 30		200,000.00	0.00		0.00 .....
C3030	WALL/COLUMN/LEVEL 31		200,000.00	0.00		0.00 .....
C3031	WALL/COLUMN/LEVEL 32		200,000.00	0.00		0.00 .....
C3032	WALL/COLUMN/LEVEL 33		200,000.00	0.00		0.00 .....
C3033	WALL/COLUMN/LEVEL 34		200,000.00	0.00		0.00 .....
C3034	WALL/COLUMN/LEVEL 35		200,000.00	0.00		0.00 .....
C3035	WALL/COLUMN/LEVEL 36		200,000.00	0.00		0.00 .....
C3036	WALL/COLUMN/LEVEL 37		200,000.00	0.00		0.00 .....
C3037	WALL/COLUMN/LEVEL 38		200,000.00	0.00		0.00 .....
C3038	WALL/COLUMN/LEVEL 39		200,000.00	0.00		0.00 .....

100%

100%

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Value	Revised
				Units	Pct		Pct/Value
C3039	WALL/COLUMN/LEVEL 40		200,000.00	0.00		0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	0.00		0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	0.00		0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	0.00		0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	0.00		0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	0.00		0.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00	0.00		0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00	0.00		0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00	0.00		0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00	0.00		0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00	0.00		0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00	0.00		0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00	0.00		0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00	0.00		0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00	0.00		0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00	0.00		0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00	0.00		0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00	0.00		0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00	0.00		0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00	0.00		0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00	0.00		0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00	0.00		0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00	0.00		0.00	.....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00	0.00		0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date Value	Revised Pct/Value
			15,930,000.00		7,600,000.00	
C4000	DEMobilization		149,000.00	0.00	0.00	
			20,429,000.00		11,950,000.00	
Additions to Contract						
Unapproved Additions o Contract						
GRAND TOTAL						
			20,429,000.00		11,950,000.00	
Holdback Released						

==== End of Report =====



**From:** Gordon Graham  
**Sent:** June-19-17 8:31 PM  
**To:** Silvana Crognale  
**Subject:** FW: Progress draws

---

**From:** Matthew Henderson [<mailto:matthew.henderson@tuckerhirise.com>]  
**Sent:** June-19-17 4:12 PM  
**To:** Gordon Graham  
**Subject:** Re: Progress draws

Approved for this month.

Starting next month i need your help on how we are going to treat deficiencies and remedial works. Will have to be a lower percentage complete

Matthew Henderson  
Tucker HiRise Construction  
416-728-0262

----- Original message -----

**From:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Date:** 2017-06-19 3:57 PM (GMT-05:00)  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Subject:** Fw: Progress draws

??

Gordon Graham  
416-678-6766  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)

---

**From:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Sent:** Sunday, June 18, 2017 21:26  
**To:** Matthew Henderson  
**Cc:** Silvana Crognale  
**Subject:** Progress draws

Matthew,  
Please find attached for your review and approval.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766



# Statutory Declaration

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 19  
 dated the 25th day of April,  
 in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

John Aquino

Position or Title (of office held with Subcontractor)

President

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 19th day of June,  
City/Town and Province  
 in the year 2014.

Signature of Declarant

*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

*Solicitor in Ontario*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP / MASSEY TOWER	8 PRICE STREET, TORONTO, ON, M4W 3Z4, CAN	E200000CEBFI	25-May-2017 to 19-Aug-2017

CERTIFICATE OF INSURANCE - 17-18-028A

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

NAMED INSURED: Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>(Applicable to Off Site Operations ONLY)</i> <i>(Wrap-Up Liability in effect for project noted herein)</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2017 to January 1, 2018
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungi, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID Included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$19,000,000 Per occurrence	January 1, 2017 to January 1, 2018
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497			
<b>THIRD PARTY AUTOMOBILE LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2017 to January 1, 2018
- Owned Vehicles			
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2017 to January 1, 2018
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946			
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		\$20,000,000	Per Occurrence
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		\$30,000,000	Per Occurrence

**CONTRACTOR'S EQUIPMENT (Owned Schedule)** Northbridge General Insurance Corporation  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0626497 Equipment Owned and/or Long Term Leased by Named Insured  
 January 1, 2017 to January 1, 2018

- WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: February 3, 2017

At the office of: **MASTERS INSURANCE LIMITED**  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143  
**MASTERS INSURANCE LIMITED**  
 PER   
 Claire Sturgeon  
 (Authorized Representative)

REMITTANCE ADVICE

FormaCon  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00004051  
Cheque Date Aug 31, 2017

482

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
07/20/17	Appl #: 22	60001,0	1130,000.00	-113,000.00	0.00	1017,000.00
Total Remittance			1130,000.00	-113,000.00	.00	1017,000.00

**MOD Developments (197 Yonge) Limited Partnership**

600 - 550 Burrard St  
Vancouver, BC V6C 2B5

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00004051

DATE 0 8 3 1 2 0 1 7  
M M D D Y Y Y Y

PAY \*One Million Seventeen Thousand Dollars 00 Cents

\$ \*\*\*\*\* 1,017,000.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada  
Per   
Per 

⑈00004051⑈ ⑆00112010⑆ 703930⑈

PAID Sept 7 / 17  
CR# CR 1831  
15300



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

407 Basaltic Road  
**483**  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

**APPLICATION FOR PAYMENT**

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

Project: 15300  
 MASSEY TOWER

Date: Jul 20/17

Appl #: 22

*Modd 300*

*9100-9*

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$13,500,000.00	
6. Holdback	\$1,350,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,350,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$12,150,000.00	\$12,150,000.00
	-----	
10. Less line 9 from previous application	\$11,250,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$900,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$8,279,000.00
		=====
13. GST/HST BN # 135726081	\$117,000.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$1,017,000.00	
	=====	

*File  
 July*

Billing Application

15300- MASSEY TOWER

Application Number - 22

Date - Jul 01/17 - Jul 31/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		450,000.00		450,000.00	450,000.00	0.00 0.00
 <u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		3,900,000.00		3,900,000.00	3,900,000.00	0.00 0.00
 <u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00 0%	0.00 100%	250,000.00 0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00 0%	0.00 100%	250,000.00 0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00 0%	0.00 100%	250,000.00 0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00 0%	0.00 100%	250,000.00 0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*



Billing Application

485

15300- MASSEY TOWER

Application Number - 22

Date - Jul 01/17 - Jul 31/17

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		9,150,000.00		8,150,000.00		1,000,000.00	6,780,000.00
		-----		-----		-----		-----	
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	66%	13,500,000.00	61%	12,500,000.00	5%	1,000,000.00	6,929,000.00

Billing Application

15300- MASSEY TOWER

Application Number - 22

Date - Jul 01/17 - Jul 31/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	66% 13,500,000.00	61% 12,500,000.00	5% 1,000,000.00	6,929,000.00
	Less Holdback on lines noted (*)		1,350,000.00	1,250,000.00	100,000.00	
	Holdback Subtotal		12,150,000.00	11,250,000.00	900,000.00	
	Plus GST/HST on 900,000.00 135726081				117,000.00	
	Total this Billing				1,017,000.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date Value	Revised Pct/Value
Contract =====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00	150,000.00	.....
			-----		-----	
			450,000.00		450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00	1,000,000.00	.....
			-----		-----	
			3,900,000.00		3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00	450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00	450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00	450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00	450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00	450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00	450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	100.00	450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	100.00	400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	100.00	400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	100.00	400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	100.00	400,000.00	.....

Line#	Description	Unit Pr UOM	Amount	To Date		Revised
				Units	Pct	Pct/Value
C3015	WALL/COLUMN/LEVEL 16		300,000.00	100.00	300,000.00	
C3016	WALL/COLUMN/LEVEL 17		300,000.00	100.00	300,000.00	
C3017	WALL/COLUMN/LEVEL 18		300,000.00	100.00	300,000.00	
C3018	WALL/COLUMN/LEVEL 19		300,000.00	100.00	300,000.00	
C3019	WALL/COLUMN/LEVEL 20		300,000.00	100.00	300,000.00	
C3020	WALL/COLUMN/LEVEL 21		250,000.00	100.00	250,000.00	
C3021	WALL/COLUMN/LEVEL 22		250,000.00	0.00	0.00	100% ✓
C3022	WALL/COLUMN/LEVEL 23		250,000.00	0.00	0.00	100% ✓
C3023	WALL/COLUMN/LEVEL 24		250,000.00	0.00	0.00	100% ✓
C3024	WALL/COLUMN/LEVEL 25		250,000.00	0.00	0.00	100% ✓
C3025	WALL/COLUMN/LEVEL 26		200,000.00	0.00	0.00	
C3026	WALL/COLUMN/LEVEL 27		200,000.00	0.00	0.00	
C3027	WALL/COLUMN/LEVEL 28		200,000.00	0.00	0.00	
C3028	WALL/COLUMN/LEVEL 29		200,000.00	0.00	0.00	
C3029	WALL/COLUMN/LEVEL 30		200,000.00	0.00	0.00	
C3030	WALL/COLUMN/LEVEL 31		200,000.00	0.00	0.00	
C3031	WALL/COLUMN/LEVEL 32		200,000.00	0.00	0.00	
C3032	WALL/COLUMN/LEVEL 33		200,000.00	0.00	0.00	
C3033	WALL/COLUMN/LEVEL 34		200,000.00	0.00	0.00	
C3034	WALL/COLUMN/LEVEL 35		200,000.00	0.00	0.00	
C3035	WALL/COLUMN/LEVEL 36		200,000.00	0.00	0.00	
C3036	WALL/COLUMN/LEVEL 37		200,000.00	0.00	0.00	
C3037	WALL/COLUMN/LEVEL 38		200,000.00	0.00	0.00	
C3038	WALL/COLUMN/LEVEL 39		200,000.00	0.00	0.00	

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
				Units	Pct	Value	Pct/Value
C3039	WALL/COLUMN/LEVEL 40		200,000.00		0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00		0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00		0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00		0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00		0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00		0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00		0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00		0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00		0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00		0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00		0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00		0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00		0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00		0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00		0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00		0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00		0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00		0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00		0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00		0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00		0.00	0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00		0.00	0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00		0.00	0.00	.....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00		0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line# Description	Unit Pr UOM	Amount	----- To Date -----		Revised
			Units Pct	Value	Pct/Value
		15,930,000.00			8,150,000.00
C4000 DEMOBILIZATION		149,000.00	0.00		0.00 .....
		20,429,000.00			12,500,000.00
Additions to Contract					
=====					
Unapproved Additions o Contract					
=====					
.....	.....	.....	.....	.....	.....
<b>GRAND TOTAL</b>		<b>20,429,000.00</b>			<b>12,500,000.00</b>
.....	.....	.....	.....	.....	.....
Holdback Released					
=====					
.....	.....	.....	.....	.....	.....

\*\*\*\*\* End of Report \*\*\*\*\*

# Statutory Declaration

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 20 ✓  
 dated the 25th day of May ✓,  
 in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

John Aquino

Position or Title (of office held with Subcontractor)

President

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this        day of July,  
City/Town and Province

in the year 2017

Signature of Declarant

*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

*Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.*

CCDC

Copyright 2001

Canadian Construction Documents Committee

49  
Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP / MASSEY TOWER	8 PRICE STREET, TORONTO, ON, M4W 3Z4, CAN	E200000CEBFI	25-May-2017 to 19-Aug-2017



**THIS IS TO CERTIFY TO:** MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

**NAMED INSURED:** Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY#	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>(Applicable to Off Site Operations ONLY)</i> <i>(Wrap-Up Liability in effect for project noted herein)</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2017 to January 1, 2018
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungi, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation	\$19,000,000	January 1, 2017 to January 1, 2018
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497	Policy #: CBC 0626497	Per occurrence	
<b>THIRD PARTY AUTOMOBILE LIABILITY</b>	Northbridge General Insurance Corporation	\$1,000,000	January 1, 2017 to January 1, 2018
- Owned Vehicles	Policy #: CBC0622946		
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation	\$29,000,000	January 1, 2017 to January 1, 2018
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946	Policy #: CBC0622946	Per occurrence	
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$29,000,000</b>	Per Occurrence
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	Per Occurrence

**CONTRACTOR'S EQUIPMENT (Owned Schedule)** Northbridge General Insurance Corporation Equipment Owned January 1, 2017 to  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0626497 and/or Long Term January 1, 2018  
 Leased by Named Insured

- WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario


**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: February 3, 2017

At the office of: **MASTERS INSURANCE LIMITED**  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

**MASTERS INSURANCE LIMITED**  
 PER   
 Claire Sturgeon  
 (Authorized Representative)

REMITTANCE ADVICE

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00004116 **494**  
Cheque Date Sep 30, 2017

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
08/18/17	MOD Developments (197 Yonge) Limited Partnership Appl #23	60001,0	904,000.00	-90,400.00	0.00	813,600.00
Total Remittance			904,000.00	-90,400.00	.00	813,600.00

**MOD Developments (197 Yonge) Limited Partnership**

600 - 550 Burrard St  
Vancouver, BC V6C 2B5

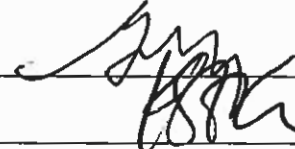
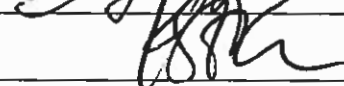
CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00004116

DATE 0 9 3 0 2 0 1 7  
M M D D Y Y Y Y

PAY \*Eight Hundred Thirteen Thousand Six Hundred Dollars 00 Cents \$ \*\*\*\*\* 813,600.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada  
Per   
Per 

⑈00004116⑈ ⑆0011200101⑆ 700039301⑈

15300



# FORMA-CON CONSTRUCTION

( A DIVISION OF 1033803 ONTARIO INC.)

407 Basaltic Road  
**495**  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

**APPLICATION FOR PAYMENT**

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

Project: 15300  
 MASSEY TOWER

Date: Aug 18/17

Appl #: 23

*M6dd300  
 Cont*

*15300-9100-9*

Total

1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$14,300,000.00	
6. Holdback	\$1,430,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,430,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$12,870,000.00	\$12,870,000.00
	-----	
10. Less line 9 from previous application	\$12,150,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$720,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$7,559,000.00
		=====
13. GST/HST BN # 135726081	\$93,600.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$813,600.00	
	=====	

Billing Application

15300- MASSEY TOWER

Application Number - 23

Date - Aug 01/17 - Aug 31/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		450,000.00		450,000.00	450,000.00	0.00 0.00
 <u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		3,900,000.00		3,900,000.00	3,900,000.00	0.00 0.00
 <u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00 0%	0.00 100%	200,000.00 0.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00 0%	0.00 100%	200,000.00 0.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00 0%	0.00 100%	200,000.00 0.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00 0%	0.00 100%	200,000.00 0.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	0%	0.00 0%	0.00 0%	0.00 200,000.00*

Billing Application

15300- MASSEY TOWER

Application Number - 23

Date - Aug 01/17 - Aug 31/17

Line#	Description	Contract			Balance				
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	to Complete			
C3031	WALL/COLUMN/LEVEL 32	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		9,950,000.00		9,150,000.00		800,000.00	5,980,000.00
		-----		-----		-----		-----	
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	70%	14,300,000.00	66%	13,500,000.00	4%	800,000.00	6,129,000.00

Billing Application

15300- MASSEY TOWER

Application Number - 23

Date - Aug 01/17 - Aug 31/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	70% 14,300,000.00	66% 13,500,000.00	4% 800,000.00	6,129,000.00
	Less Holdback on lines noted (*)		1,430,000.00	1,350,000.00	80,000.00	
	Holdback Subtotal		12,870,000.00	12,150,000.00	720,000.00	
	Plus GST/HST on 720,000.00 135726081				93,600.00	
	Total this Billing				813,600.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

**From:** Matthew Henderson [matthew.henderson@tuckerhirise.com]  
**Sent:** August-18-17 11:36 AM  
**To:** Gordon Graham  
**Cc:** Silvana Crognale  
**Subject:** Re: Monthly Progress Draw

Approved

Matthew Henderson  
Tucker HiRise Construction  
416-728-0262

----- Original message -----

**From:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Date:** 2017-08-18 10:51 AM (GMT-05:00)  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Cc:** Silvana Crognale <[SCrognale@bondfield.com](mailto:SCrognale@bondfield.com)>  
**Subject:** Monthly Progress Draw

Please find the attached for your review and approval.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766  
FORMA-CON CONSTRUCTION

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	To Date		Revised
				Units	Pct	Pct/Value
						Value
Contract						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00		300,000.00 .....
C1002	TRAILER MOBILIZATION		150,000.00	100.00		150,000.00 .....
			-----			-----
			450,000.00			450,000.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00		900,000.00 .....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00		1,000,000.00 .....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00		1,000,000.00 .....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00		1,000,000.00 .....
			-----			-----
			3,900,000.00			3,900,000.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00		600,000.00 .....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00		600,000.00 .....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00		450,000.00 .....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00		450,000.00 .....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00		450,000.00 .....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00		450,000.00 .....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00		450,000.00 .....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00		450,000.00 .....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00		450,000.00 .....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	100.00		450,000.00 .....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	100.00		400,000.00 .....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	100.00		400,000.00 .....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	100.00		400,000.00 .....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	100.00		400,000.00 .....



Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	To Date		Revised	
				Units	Pct	Value	Pct/Value
C3015	WALL/COLUMN/LEVEL 16		300,000.00	100.00		300,000.00	.....
C3016	WALL/COLUMN/LEVEL 17		300,000.00	100.00		300,000.00	.....
C3017	WALL/COLUMN/LEVEL 18		300,000.00	100.00		300,000.00	.....
C3018	WALL/COLUMN/LEVEL 19		300,000.00	100.00		300,000.00	.....
C3019	WALL/COLUMN/LEVEL 20		300,000.00	100.00		300,000.00	.....
C3020	WALL/COLUMN/LEVEL 21		250,000.00	100.00		250,000.00	.....
C3021	WALL/COLUMN/LEVEL 22		250,000.00	100.00		250,000.00	.....
C3022	WALL/COLUMN/LEVEL 23		250,000.00	100.00		250,000.00	.....
C3023	WALL/COLUMN/LEVEL 24		250,000.00	100.00		250,000.00	.....
C3024	WALL/COLUMN/LEVEL 25		250,000.00	100.00		250,000.00	.....
C3025	WALL/COLUMN/LEVEL 26		200,000.00	0.00		0.00	100% ..
C3026	WALL/COLUMN/LEVEL 27		200,000.00	0.00		0.00	100% ..
C3027	WALL/COLUMN/LEVEL 28		200,000.00	0.00		0.00	100% ..
C3028	WALL/COLUMN/LEVEL 29		200,000.00	0.00		0.00	100% ..
C3029	WALL/COLUMN/LEVEL 30		200,000.00	0.00		0.00	.....
C3030	WALL/COLUMN/LEVEL 31		200,000.00	0.00		0.00	.....
C3031	WALL/COLUMN/LEVEL 32		200,000.00	0.00		0.00	.....
C3032	WALL/COLUMN/LEVEL 33		200,000.00	0.00		0.00	.....
C3033	WALL/COLUMN/LEVEL 34		200,000.00	0.00		0.00	.....
C3034	WALL/COLUMN/LEVEL 35		200,000.00	0.00		0.00	.....
C3035	WALL/COLUMN/LEVEL 36		200,000.00	0.00		0.00	.....
C3036	WALL/COLUMN/LEVEL 37		200,000.00	0.00		0.00	.....
C3037	WALL/COLUMN/LEVEL 38		200,000.00	0.00		0.00	.....
C3038	WALL/COLUMN/LEVEL 39		200,000.00	0.00		0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	Pct/Value
				Value		
C3039	WALL/COLUMN/LEVEL 40		200,000.00	0.00	0.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	0.00	0.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	0.00	0.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	0.00	0.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	0.00	0.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	0.00	0.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00	0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00	0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00	0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00	0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00	0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00	0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00	0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00	0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00	0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00	0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00	0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00	0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00	0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00	0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00	0.00	0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00	0.00	0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00	0.00	0.00	.....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00	0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
										Pct/Value
					15,930,000.00				9,150,000.00	
C4000	DEMOBILIZATION				149,000.00		0.00		0.00	.....
					20,429,000.00				13,500,000.00	
Additions to Contract										
=====										
Unapproved Additions o Contract										
=====										
.....										
GRAND TOTAL					20,429,000.00				13,500,000.00	
.....										
Holdback Released										
=====										
.....										

==== End of Report ====

# Statutory Declaration

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 21  
dated the 25th day of June,  
in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

Domenic DiPede

Position or Title (of office held with Subcontractor)

Chief Financial Officer

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 18<sup>th</sup> day of August,

in the year 2017.

City/Town and Province

Signature of Declarant

*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

505  
Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD. CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP / MASSEY TOWER	8 PRICE STREET, TORONTO, ON, M4W 3Z4, CAN	E200000CEBFI	25-May-2017 to 19-Aug-2017

---

**From:** Matthew Henderson [matthew.henderson@tuckerhirise.com]  
**Sent:** August-18-17 11:36 AM  
**To:** Gordon Graham  
**Cc:** Silvana Crognale  
**Subject:** Re: Monthly Progress Draw

Approved

Matthew Henderson  
Tucker HiRise Construction  
416-728-0262

----- Original message -----

**From:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Date:** 2017-08-18 10:51 AM (GMT-05:00)  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Cc:** Silvana Crognale <[SCrognale@bondfield.com](mailto:SCrognale@bondfield.com)>  
**Subject:** Monthly Progress Draw

Please find the attached for your review and approval.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766  


MODD300

Sept 17  
15300

CURRENT ACCOUNT

Inter-Access Transit  
07411

Account No.  
32120

Date Nov. 3/17



CURRENT ACCOUNT

Inter-Access Transit  
07411

Account No.  
32120

Date Nov. 3/17

Cheques	Amount
1 MOD	813,600 00
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

03631-006  
NATIONAL BANK OF CANADA  
NOV - 3 2017  
3175 RUTHERFORD RD, UNIT 22  
VAUGHAN - ONTARIO  
03631-006

813,600 00

Total Number of Cheques

1

Bank Teller's Init.

Name Forma - Co

Cash	Dollars	Cts
X 5		00
X 10		00
X 20		00
X 50		00
X 100		00
X 1000		00

Note Total

Coin Total

Sub-Total (A)

MasterCard (B)

Cheques Total (C)

Number of Items Deposited (B + C) 813,600 00

NET DEPOSIT (A + B + C) 813,600 00

Bank Teller's Init.

Signature of Depositor



REMITTANCE ADVICE

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00004217  
Cheque Date Oct 31, 2017

508

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
09/19/17	Appl #: 24	60001,0	904,000.00	-90,400.00	0.00	813,600.00
Total Remittance			904,000.00	-90,400.00	.00	813,600.00

**MOD Developments (197 Yonge) Limited Partnership**

600 - 550 Burrard St  
Vancouver, BC V6C 2B5

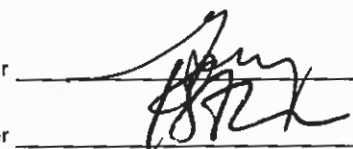
CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00004217

DATE 1 0 3 1 2 0 1 7  
M M D D Y Y Y Y

PAY \*Eight Hundred Thirteen Thousand Six Hundred Dollars 00 Cents \$ \*\*\*\*\* 813,600.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada  
Per   
Per \_\_\_\_\_

⑈00004217⑈ ⑆00112⑆010⑆ 70⑈39301⑈





# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

407 Basaltic Road

509

Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

*Mod 300*

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: Sep 19/17

Appl #: 24

### Total

1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
5. Total Progress	\$15,100,000.00	
6. Holdback	\$1,510,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,510,000.00	
9. Total Progress Less Curr.Holdback (5-8)	\$13,590,000.00	\$13,590,000.00
10. Less line 9 from previous application	\$12,870,000.00	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$720,000.00	
12. Balance Unpaid Under Contract (4-9)		\$6,839,000.00
13. GST/HST BN # 135726081	\$93,600.00	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$813,600.00	

*15300-9100-9 (cont)*

20 - FORMA-CON CONSTRUCTION

510

Billing Application

15300- MASSEY TOWER

Application Number - 24

Date - Sep 01/17 - Sep 30/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<u>Contract</u>						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		450,000.00		450,000.00	450,000.00	0.00 0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		3,900,000.00		3,900,000.00	3,900,000.00	0.00 0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	100%	200,000.00 0%	0.00 100%	200,000.00 0.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	100%	200,000.00 0%	0.00 100%	200,000.00 0.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 24

Date - Sep 01/17 - Sep 30/17

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----	-----	-----	-----	-----	-----	-----	-----
		15,930,000.00		10,750,000.00		9,950,000.00		800,000.00	5,180,000.00
C4000 DEMOBILIZATION		149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----	-----	-----	-----	-----	-----	-----	-----
Subtotal		20,429,000.00	74%	15,100,000.00	70%	14,300,000.00	4%	800,000.00	5,329,000.00

20 - FORMA-CON CONSTRUCTION

512

Billing Application

15300- MASSEY TOWER

Application Number - 24

Date - Sep 01/17 - Sep 30/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete			
	Total Contract	20,429,000.00	74%	15,100,000.00	70%	14,300,000.00	4%	800,000.00	5,329,000.00
	Less Holdback on lines noted (*)			1,510,000.00		1,430,000.00		80,000.00	
	Holdback Subtotal			13,590,000.00		12,870,000.00		720,000.00	
	Plus GST/HST on 720,000.00 135726081							93,600.00	
	Total this Billing							813,600.00	

Approved by

Approved by

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date Value	Revised Pct/Value
Contract									
*****									
<u>C1000 MOBILIZATION</u>									
C1001	CRANE ERECTION				300,000.00	100.00		300,000.00	.....
C1002	TRAILER MOBILIZATION				150,000.00	100.00		150,000.00	.....
					-----			-----	
					450,000.00			450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>									
C2001	MAT SLAB				900,000.00	100.00		900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB				1,000,000.00	100.00		1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB				1,000,000.00	100.00		1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB				1,000,000.00	100.00		1,000,000.00	.....
					-----			-----	
					3,900,000.00			3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>									
C3001	WALL/COLUMN/LEVEL 2				600,000.00	100.00		600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3				600,000.00	100.00		600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4				450,000.00	100.00		450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5				450,000.00	100.00		450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6				450,000.00	100.00		450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7				450,000.00	100.00		450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8				450,000.00	100.00		450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9				450,000.00	100.00		450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10				450,000.00	100.00		450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11				450,000.00	100.00		450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12				400,000.00	100.00		400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13				400,000.00	100.00		400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14				400,000.00	100.00		400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15				400,000.00	100.00		400,000.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
				Units	Pct	Value	Pct/Value
C3015	WALL/COLUMN/LEVEL 16		300,000.00		100.00	300,000.00	.....
C3016	WALL/COLUMN/LEVEL 17		300,000.00		100.00	300,000.00	.....
C3017	WALL/COLUMN/LEVEL 18		300,000.00		100.00	300,000.00	.....
C3018	WALL/COLUMN/LEVEL 19		300,000.00		100.00	300,000.00	.....
C3019	WALL/COLUMN/LEVEL 20		300,000.00		100.00	300,000.00	.....
C3020	WALL/COLUMN/LEVEL 21		250,000.00		100.00	250,000.00	.....
C3021	WALL/COLUMN/LEVEL 22		250,000.00		100.00	250,000.00	.....
C3022	WALL/COLUMN/LEVEL 23		250,000.00		100.00	250,000.00	.....
C3023	WALL/COLUMN/LEVEL 24		250,000.00		100.00	250,000.00	.....
C3024	WALL/COLUMN/LEVEL 25		250,000.00		100.00	250,000.00	.....
C3025	WALL/COLUMN/LEVEL 26		200,000.00		100.00	200,000.00	.....
C3026	WALL/COLUMN/LEVEL 27		200,000.00		100.00	200,000.00	.....
C3027	WALL/COLUMN/LEVEL 28		200,000.00		100.00	200,000.00	.....
C3028	WALL/COLUMN/LEVEL 29		200,000.00		100.00	200,000.00	.....
C3029	WALL/COLUMN/LEVEL 30		200,000.00		0.00	0.00	100% ✓
C3030	WALL/COLUMN/LEVEL 31		200,000.00		0.00	0.00	100% ✓
C3031	WALL/COLUMN/LEVEL 32		200,000.00		0.00	0.00	100% ✓
C3032	WALL/COLUMN/LEVEL 33		200,000.00		0.00	0.00	100% ✓
C3033	WALL/COLUMN/LEVEL 34		200,000.00		0.00	0.00	.....
C3034	WALL/COLUMN/LEVEL 35		200,000.00		0.00	0.00	.....
C3035	WALL/COLUMN/LEVEL 36		200,000.00		0.00	0.00	.....
C3036	WALL/COLUMN/LEVEL 37		200,000.00		0.00	0.00	.....
C3037	WALL/COLUMN/LEVEL 38		200,000.00		0.00	0.00	.....
C3038	WALL/COLUMN/LEVEL 39		200,000.00		0.00	0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3039	WALL/COLUMN/LEVEL 40				200,000.00		0.00	0.00 .....
C3040	WALL/COLUMN/LEVEL 41				200,000.00		0.00	0.00 .....
C3041	WALL/COLUMN/LEVEL 42				200,000.00		0.00	0.00 .....
C3042	WALL/COLUMN/LEVEL 43				200,000.00		0.00	0.00 .....
C3043	WALL/COLUMN/LEVEL 44				200,000.00		0.00	0.00 .....
C3044	WALL/COLUMN/LEVEL 45				200,000.00		0.00	0.00 .....
C3045	WALL/COLUMN/LEVEL 46				180,000.00		0.00	0.00 .....
C3046	WALL/COLUMN/LEVEL 47				162,500.00		0.00	0.00 .....
C3047	WALL/COLUMN/LEVEL 48				162,500.00		0.00	0.00 .....
C3048	WALL/COLUMN/LEVEL 49				162,500.00		0.00	0.00 .....
C3049	WALL/COLUMN/LEVEL 50				162,500.00		0.00	0.00 .....
C3050	WALL/COLUMN/LEVEL 51				162,500.00		0.00	0.00 .....
C3051	WALL/COLUMN/LEVEL 52				162,500.00		0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53				162,500.00		0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54				162,500.00		0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55				150,000.00		0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56				150,000.00		0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57				150,000.00		0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58				150,000.00		0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59				150,000.00		0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60				150,000.00		0.00	0.00 .....
C3060	WALL/COLUMN/MPH				150,000.00		0.00	0.00 .....
C3061	WALL/COLUMN/EMR				150,000.00		0.00	0.00 .....
C3062	WALL/COLUMN/ROOF SLAB				100,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Pct/Value
					-----	-----		
					15,930,000.00			9,950,000.00
C4000	DEMobilIZATION				149,000.00	0.00		0.00 .....
					=====			=====
					20,429,000.00			14,300,000.00
Additions to Contract								
=====								
Unapproved Additions o Contract								
=====								
.....								
GRAND TOTAL					20,429,000.00			14,300,000.00
.....								
Holdback Released								
=====								
.....								

==== End of Report ====



**Silvana Crognale**

---

**From:** Matthew Henderson [matthew.henderson@tuckerhirise.com]  
**Sent:** September-19-17 8:30 AM  
**To:** Gordon Graham  
**Cc:** Silvana Crognale  
**Subject:** RE: Monthly Progress

approved

Matthew Henderson  
Project Manager

**TUCKER HIRISE**

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

O 416.901.8857 ext 21  
C 416.728.0262

E matthew.henderson@tuckerhirise.com

TUCKERHIRISE.COM

---

**From:** Gordon Graham [mailto:GGraham@forma-con.com]  
**Sent:** September-19-17 8:16 AM  
**To:** Matthew Henderson <matthew.henderson@tuckerhirise.com>  
**Cc:** Silvana Crognale <SCrognale@bondfield.com>  
**Subject:** Monthly Progress

Please review the attached for your approval.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766

FORMA-CON CONSTRUCTION

# Statutory Declaration

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 22  
 dated the 25th day of July,  
 in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor  
 MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor  
 FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant  
 Domenic DiPede

Position or Title (of office held with Subcontractor)  
 Chief Financial Officer

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 25th day of September,  
City/Town and Province  
 in the year 2017.

Signature of Declarant

*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

*Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.*

CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP / MASSEY TOWER	8 PRICE STREET, TORONTO, ON, M4W 3Z4, CAN	E200000CKUG C	20-Aug-2017 to 19-Feb-2018

## CERTIFICATE OF INSURANCE - 17-18-028A

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership

8 Price Street, 4th Floor  
Toronto, Ontario  
M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the insured named this date.

NAMED INSURED: Forma Con Construction  
a Division of 1033803 Ontario Inc.  
407 Basille Road,  
Concord, Ontario  
L4K 4W8

COVERAGE	INSURER/POLICY	LIMIT	POLICY PERIOD
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM) (Applicable to Off Site Operations ONLY) (Wrap-Up Liability in effect for project noted herein)	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2017 to January 1, 2018
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$4,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungus, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID Included), Hook Liability, Tenants Legal Liability			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$19,000,000 Per occurrence	January 1, 2017 to January 1, 2018
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497			
THIRD PARTY AUTOMOBILE LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2017 to January 1, 2018
- Owned Vehicles			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2017 to January 1, 2018
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946			
TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)		\$20,000,000	Per Occurrence
TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)		\$30,000,000	Per Occurrence

CONTRACTOR'S EQUIPMENT (Owned Schedule)	Northbridge General Insurance Corporation	Equipment Owned	January 1, 2017	to
- All Risk, subject to policy Terms, Exclusions and Deductibles	Policy #: CBC 0626497	and/or Long Term Leased by Named Insured	January 1, 2018	

- WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

COVERING: Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario


NOTE: It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: February 3, 2017

At the office of:

MASTERS INSURANCE LIMITED  
7501 Keele Street, Suite # 400  
Concord, Ontario, L4K 1Y2  
Tel: # 905-738-4184, Fax # 905-738-3143**MASTERS INSURANCE LIMITED**PER   
Claire Sturgeon  
(Authorized Representative)

# REMITTANCE ADVICE

FormaCon Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
 Cheque Number mas02-00004280 **521**  
 Cheque Date Nov 30, 2017

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
10/20/17	Appl #: 25	60001,0	904,000.00	-90,400.00	0.00	813,600.00
<b>Total Remittance</b>			<b>904,000.00</b>	<b>-90,400.00</b>	<b>.00</b>	<b>813,600.00</b>

## MOD Developments (197 Yonge) Limited Partnership

600 - 550 Burrard St  
 Vancouver, BC V6C 2B5

CIBC  
 1 ST CLAIR AVENUE WEST  
 TORONTO, ON M4V 1K6

CHEQUE NUMBER  
 mas02-00004280

DATE 1 1 3 0 2 0 1 7  
 M M D D Y Y Y Y

PAY \*Eight Hundred Thirteen Thousand Six Hundred Dollars 00 Cents \$\*\*\*\*\* 813,600.00

TO THE ORDER OF  
 Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

Canada  
 Per   
 Per \_\_\_\_\_

⑈00004280⑈ ⑆00 1 1 2⑈0 10⑆ 70⑈ 3930 1⑈

*Oct 15300*



# FORMA-CON CONSTRUCTION

( A DIVISION OF 1033803 ONTARIO INC.)

522 Saltic Road  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013

**APPLICATION FOR PAYMENT**

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

*Modd 300*

Project: 15300  
 MASSEY TOWER

Date: Oct 20/17

Appl #: 25

**Total**

1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$15,900,000.00	
6. Holdback	\$1,590,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,590,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$14,310,000.00	\$14,310,000.00
	-----	
10. Less line 9 from previous application	\$13,590,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$720,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$6,119,000.00
		=====
13. GST/HST BN # 135726081	\$93,600.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$813,600.00	
	=====	

Billing Application

15300- MASSEY TOWER

Application Number - 25

Date - Oct 01/17 - Oct 31/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		450,000.00		450,000.00	450,000.00	0.00 0.00
 <u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		3,900,000.00		3,900,000.00	3,900,000.00	0.00 0.00
 <u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
										Pct/Value
Contract										
=====										
<u>C1000 MOBILIZATION</u>										
C1001	CRANE ERECTION				300,000.00	100.00			300,000.00	.....
C1002	TRAILER MOBILIZATION				150,000.00	100.00			150,000.00	.....
					-----			-----		
					450,000.00				450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>										
C2001	MAT SLAB				900,000.00	100.00			900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB				1,000,000.00	100.00			1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB				1,000,000.00	100.00			1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB				1,000,000.00	100.00			1,000,000.00	.....
					-----			-----		
					3,900,000.00				3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>										
C3001	WALL/COLUMN/LEVEL 2				600,000.00	100.00			600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3				600,000.00	100.00			600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4				450,000.00	100.00			450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5				450,000.00	100.00			450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6				450,000.00	100.00			450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7				450,000.00	100.00			450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8				450,000.00	100.00			450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9				450,000.00	100.00			450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10				450,000.00	100.00			450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11				450,000.00	100.00			450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12				400,000.00	100.00			400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13				400,000.00	100.00			400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14				400,000.00	100.00			400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15				400,000.00	100.00			400,000.00	.....



20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

525

Application Number - 25

Date - Oct 01/17 - Oct 31/17

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		11,550,000.00		10,750,000.00		800,000.00	4,380,000.00
C4000	DEMobilization	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	78%	15,900,000.00	74%	15,100,000.00	4%	800,000.00	4,529,000.00

Billing Application

15300- MASSEY TOWER

Application Number - 25

Date - Oct 01/17 - Oct 31/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	78% 15,900,000.00	74% 15,100,000.00	4% 800,000.00	4,529,000.00
	Less Holdback on lines noted (*)		1,590,000.00	1,510,000.00	80,000.00	
	Holdback Subtotal		14,310,000.00	13,590,000.00	720,000.00	
	Plus GST/HST on 720,000.00 135726081				93,600.00	
	Total this Billing				813,600.00	

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Approved by

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
				Units	Pct	Value	Pct/Value
C3015	WALL/COLUMN/LEVEL 16		300,000.00		100.00	300,000.00	.....
C3016	WALL/COLUMN/LEVEL 17		300,000.00		100.00	300,000.00	.....
C3017	WALL/COLUMN/LEVEL 18		300,000.00		100.00	300,000.00	.....
C3018	WALL/COLUMN/LEVEL 19		300,000.00		100.00	300,000.00	.....
C3019	WALL/COLUMN/LEVEL 20		300,000.00		100.00	300,000.00	.....
C3020	WALL/COLUMN/LEVEL 21		250,000.00		100.00	250,000.00	.....
C3021	WALL/COLUMN/LEVEL 22		250,000.00		100.00	250,000.00	.....
C3022	WALL/COLUMN/LEVEL 23		250,000.00		100.00	250,000.00	.....
C3023	WALL/COLUMN/LEVEL 24		250,000.00		100.00	250,000.00	.....
C3024	WALL/COLUMN/LEVEL 25		250,000.00		100.00	250,000.00	.....
C3025	WALL/COLUMN/LEVEL 26		200,000.00		100.00	200,000.00	.....
C3026	WALL/COLUMN/LEVEL 27		200,000.00		100.00	200,000.00	.....
C3027	WALL/COLUMN/LEVEL 28		200,000.00		100.00	200,000.00	.....
C3028	WALL/COLUMN/LEVEL 29		200,000.00		100.00	200,000.00	.....
C3029	WALL/COLUMN/LEVEL 30		200,000.00		100.00	200,000.00	.....
C3030	WALL/COLUMN/LEVEL 31		200,000.00		100.00	200,000.00	.....
C3031	WALL/COLUMN/LEVEL 32		200,000.00		100.00	200,000.00	.....
C3032	WALL/COLUMN/LEVEL 33		200,000.00		100.00	200,000.00	.....
C3033	WALL/COLUMN/LEVEL 34		200,000.00		0.00	0.00	100%
C3034	WALL/COLUMN/LEVEL 35		200,000.00		0.00	0.00	100%
C3035	WALL/COLUMN/LEVEL 36		200,000.00		0.00	0.00	100%
C3036	WALL/COLUMN/LEVEL 37		200,000.00		0.00	0.00	100%
C3037	WALL/COLUMN/LEVEL 38		200,000.00		0.00	0.00	.....
C3038	WALL/COLUMN/LEVEL 39		200,000.00		0.00	0.00	.....

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3039	WALL/COLUMN/LEVEL 40				200,000.00		0.00	0.00 .....
C3040	WALL/COLUMN/LEVEL 41				200,000.00		0.00	0.00 .....
C3041	WALL/COLUMN/LEVEL 42				200,000.00		0.00	0.00 .....
C3042	WALL/COLUMN/LEVEL 43				200,000.00		0.00	0.00 .....
C3043	WALL/COLUMN/LEVEL 44				200,000.00		0.00	0.00 .....
C3044	WALL/COLUMN/LEVEL 45				200,000.00		0.00	0.00 .....
C3045	WALL/COLUMN/LEVEL 46				180,000.00		0.00	0.00 .....
C3046	WALL/COLUMN/LEVEL 47				162,500.00		0.00	0.00 .....
C3047	WALL/COLUMN/LEVEL 48				162,500.00		0.00	0.00 .....
C3048	WALL/COLUMN/LEVEL 49				162,500.00		0.00	0.00 .....
C3049	WALL/COLUMN/LEVEL 50				162,500.00		0.00	0.00 .....
C3050	WALL/COLUMN/LEVEL 51				162,500.00		0.00	0.00 .....
C3051	WALL/COLUMN/LEVEL 52				162,500.00		0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53				162,500.00		0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54				162,500.00		0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55				150,000.00		0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56				150,000.00		0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57				150,000.00		0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58				150,000.00		0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59				150,000.00		0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60				150,000.00		0.00	0.00 .....
C3060	WALL/COLUMN/MPH				150,000.00		0.00	0.00 .....
C3061	WALL/COLUMN/EMR				150,000.00		0.00	0.00 .....
C3062	WALL/COLUMN/ROOF SLAB				100,000.00		0.00	0.00 .....

Progress Billing Worksheet  
 . 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date Value	Revised Pct/Value
			15,930,000.00		10,750,000.00	
C4000	DEMobilIZATION		149,000.00	0.00	0.00	
			20,429,000.00		15,100,000.00	
Additions to Contract						
*****						
Unapproved Additions o Contract						
*****						
.....						
GRAND TOTAL			20,429,000.00		15,100,000.00	
.....						
Holdback Released						
*****						
.....						

==== End of Report =====

# Statutory Declaration

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 23  
dated the 25th day of August,  
in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor  
MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor  
FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant  
Domenic DiPede

Position or Title (of office held with Subcontractor)  
Chief Financial Officer

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 20th day of October,  
in the year 2017.  
City/Town and Province

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)  
*Solicitor in Ontario*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC  
9  
2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

53

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP / MASSEY TOWER	8 PRICE STREET, TORONTO, ON, M4W 3Z4, CAN	E200000CKUG C	20-Aug-2017 to 19-Feb-2018

**THIS IS TO CERTIFY TO:** 454 Yonge Limited Partnership and 454 Yonge GP Inc.

1 First Canadian Place, Suite 3400  
Toronto, Ontario  
M5X 1A4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

**NAMED INSURED:** Forma Con Construction  
a Division of 1033803 Ontario Inc.  
407 Basaltic Road,  
Concord, Ontario  
L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>( Applicable to Off Site Operations ONLY )</i> <i>( Wrap-Up Liability in effect for project noted herein )</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2017 to January 1, 2018
Each Occurrence Limit: <b>\$1,000,000</b> General Aggregate Limit: <b>\$5,000,000</b> Products and Completed Operations Aggregate Limit: <b>\$1,000,000</b> Non-Owned Automobile Liability: <b>\$1,000,000</b> Including: - Personal Injury, Broad Form Property Damage & Completed Operations - Blanket Contractual Liability, Contingent Employers Liability - Mould and Fungi, XCU Exclusion deleted - Rip & Tear-completed operations (\$500,000 per claim / aggregate) - Cross Liability / Severability of Interest Clause, Owners Contractors Protective - Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b> - In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$19,000,000 Per occurrence	January 1, 2017 to January 1, 2018
<b>THIRD PARTY AUTOMOBILE LIABILITY</b> - Owned Vehicles	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2017 to January 1, 2018
<b>UMBRELLA LIABILITY</b> - In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2017 to January 1, 2018
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$20,000,000</b>	Per Occurrence
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	Per Occurrence

**CONTRACTOR'S EQUIPMENT (Owned Schedule)** Northbridge General Insurance Corporation Equipment Owned and/or Long Term Leased by Named Insured  
- All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0626497 January 1, 2017 to January 1, 2018


**COVERING:** Work usual to the operations of the Named Insured with respect to: YC Condo - Toronto, Ontario

**NOTE:** It is agreed that 454 Yonge Limited Partnership and 454 Yonge GP Inc., Candere Development Management Inc., 4540972 Canada Inc. Reliance Construction Toronto, and The Lenders is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that 454 Yonge Limited Partnership and 454 Yonge GP Inc. will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: February 3, 2017

At the office of: **MASTERS INSURANCE LIMITED**  
7501 Keele Street, Suite # 400  
Concord, Ontario, L4K 1Y2  
Tel: # 905-738-4164, Fax # 905-738-5143  
**MASTERS INSURANCE LIMITED**  
PER   
Claire Sturgeon  
(Authorized Representative)



FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00004371  
Cheque Date Dec 31, 2017 **533**

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 11/30/17	MOD Developments (197 Yonge) Limited Partnership Appl# 26	60001,0	904,000.00	-90,400.00	0.00	813,600.00
Total Remittance			904,000.00	-90,400.00	.00	813,600.00

**MOD Developments (197 Yonge) Limited Partnership**  
600 - 550 Burrard St  
Vancouver, BC V6C 2B5

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00004371

DATE 1 2 3 1 2 0 1 7  
M M D D Y Y Y Y


PAY \*Eight Hundred Thirteen Thousand Six Hundred Dollars 00 Cents

\$ \*\*\*\*\* 813,600.00

TO  
THE  
ORDER  
OF

Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada

Per   
Per \_\_\_\_\_

⑈00004371⑈ ⑆001120010⑆ 70039301⑈

15300  
Nov 2017 Invoice

Deposited Jan 3/2018  
CR1869



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

407 Basaltic Road  
534  
Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: Nov 30/17

Appl #: 26 ✓

*Contract  
Modd 300  
15300-21-9100-9  
Inv # 26 ✓*

### Total

1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$16,700,000.00	
6. Holdback	\$1,670,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,670,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$15,030,000.00	\$15,030,000.00
	-----	
10. Less line 9 from previous application	\$14,310,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$720,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$5,399,000.00
		=====
13. GST/HST BN # 135726081	\$93,600.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$813,600.00	
	=====	

Billing Application

15300- MASSEY TOWER

Application Number - 26

Date - Nov 01/17 - Nov 30/17

Line#	Description	Contract			Balance				
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	to Complete			
<b>Contract</b>									
=====									
<u>C1000 MOBILIZATION</u>									
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	
		450,000.00		450,000.00		450,000.00		0.00	0.00
<u>C2000 BASEMENT 3 TO GROUND</u>									
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0%	0.00	0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	
		3,900,000.00		3,900,000.00		3,900,000.00		0.00	0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>									
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00	100%	250,000.00	0%	0.00	0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00	100%	250,000.00	0%	0.00	0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00	100%	250,000.00	0%	0.00	0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00	100%	250,000.00	0%	0.00	0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00	100%	250,000.00	0%	0.00	0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	0%	0.00	0%	0.00	0%	0.00	200,000.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		12,350,000.00		11,550,000.00		800,000.00	3,580,000.00
		-----		-----		-----		-----	
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	82%	16,700,000.00	78%	15,900,000.00	4%	800,000.00	3,729,000.00

Billing Application

15300- MASSEY TOWER

Application Number - 26

Date - Nov 01/17 - Nov 30/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	82% 16,700,000.00	78% 15,900,000.00	4% 800,000.00	3,729,000.00
	Less Holdback on lines noted (*)		1,670,000.00	1,590,000.00	80,000.00	
	Holdback Subtotal		15,030,000.00	14,310,000.00	720,000.00	
	Plus GST/HST on 720,000.00 135726081				93,600.00	
	Total this Billing				813,600.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Line#	Description	Unit	Pr	UOM	Amount	To Date		Revised	
						Units	Pct	Value	Pct/Value
Contract									
=====									
<u>C1000 MOBILIZATION</u>									
C1001	CRANE BRECTION				300,000.00	100.00		300,000.00	.....
C1002	TRAILER MOBILIZATION				150,000.00	100.00		150,000.00	.....
					-----			-----	
					450,000.00			450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>									
C2001	MAT SLAB				900,000.00	100.00		900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB				1,000,000.00	100.00		1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB				1,000,000.00	100.00		1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB				1,000,000.00	100.00		1,000,000.00	.....
					-----			-----	
					3,900,000.00			3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>									
C3001	WALL/COLUMN/LEVEL 2				600,000.00	100.00		600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3				600,000.00	100.00		600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4				450,000.00	100.00		450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5				450,000.00	100.00		450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6				450,000.00	100.00		450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7				450,000.00	100.00		450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8				450,000.00	100.00		450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9				450,000.00	100.00		450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10				450,000.00	100.00		450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11				450,000.00	100.00		450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12				400,000.00	100.00		400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13				400,000.00	100.00		400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14				400,000.00	100.00		400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15				400,000.00	100.00		400,000.00	.....

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00		100.00	300,000.00 .....
C3016	WALL/COLUMN/LEVEL 17				300,000.00		100.00	300,000.00 .....
C3017	WALL/COLUMN/LEVEL 18				300,000.00		100.00	300,000.00 .....
C3018	WALL/COLUMN/LEVEL 19				300,000.00		100.00	300,000.00 .....
C3019	WALL/COLUMN/LEVEL 20				300,000.00		100.00	300,000.00 .....
C3020	WALL/COLUMN/LEVEL 21				250,000.00		100.00	250,000.00 .....
C3021	WALL/COLUMN/LEVEL 22				250,000.00		100.00	250,000.00 .....
C3022	WALL/COLUMN/LEVEL 23				250,000.00		100.00	250,000.00 .....
C3023	WALL/COLUMN/LEVEL 24				250,000.00		100.00	250,000.00 .....
C3024	WALL/COLUMN/LEVEL 25				250,000.00		100.00	250,000.00 .....
C3025	WALL/COLUMN/LEVEL 26				200,000.00		100.00	200,000.00 .....
C3026	WALL/COLUMN/LEVEL 27				200,000.00		100.00	200,000.00 .....
C3027	WALL/COLUMN/LEVEL 28				200,000.00		100.00	200,000.00 .....
C3028	WALL/COLUMN/LEVEL 29				200,000.00		100.00	200,000.00 .....
C3029	WALL/COLUMN/LEVEL 30				200,000.00		100.00	200,000.00 .....
C3030	WALL/COLUMN/LEVEL 31				200,000.00		100.00	200,000.00 .....
C3031	WALL/COLUMN/LEVEL 32				200,000.00		100.00	200,000.00 .....
C3032	WALL/COLUMN/LEVEL 33				200,000.00		100.00	200,000.00 .....
C3033	WALL/COLUMN/LEVEL 34				200,000.00		100.00	200,000.00 .....
C3034	WALL/COLUMN/LEVEL 35				200,000.00		100.00	200,000.00 .....
C3035	WALL/COLUMN/LEVEL 36				200,000.00		100.00	200,000.00 .....
C3036	WALL/COLUMN/LEVEL 37				200,000.00		100.00	200,000.00 .....
C3037	WALL/COLUMN/LEVEL 38				200,000.00		0.00	0.00 .....
C3038	WALL/COLUMN/LEVEL 39				200,000.00		0.00	0.00 .....

100%

100%

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
				Units	Pct	Value	Pct/Value
C3039	WALL/COLUMN/LEVEL 40		200,000.00	0.00	0.00	100%	
C3040	WALL/COLUMN/LEVEL 41		200,000.00	0.00	0.00	100%	
C3041	WALL/COLUMN/LEVEL 42		200,000.00	0.00	0.00		
C3042	WALL/COLUMN/LEVEL 43		200,000.00	0.00	0.00		
C3043	WALL/COLUMN/LEVEL 44		200,000.00	0.00	0.00		
C3044	WALL/COLUMN/LEVEL 45		200,000.00	0.00	0.00		
C3045	WALL/COLUMN/LEVEL 46		180,000.00	0.00	0.00		
C3046	WALL/COLUMN/LEVEL 47		162,500.00	0.00	0.00		
C3047	WALL/COLUMN/LEVEL 48		162,500.00	0.00	0.00		
C3048	WALL/COLUMN/LEVEL 49		162,500.00	0.00	0.00		
C3049	WALL/COLUMN/LEVEL 50		162,500.00	0.00	0.00		
C3050	WALL/COLUMN/LEVEL 51		162,500.00	0.00	0.00		
C3051	WALL/COLUMN/LEVEL 52		162,500.00	0.00	0.00		
C3052	WALL/COLUMN/LEVEL 53		162,500.00	0.00	0.00		
C3053	WALL/COLUMN/LEVEL 54		162,500.00	0.00	0.00		
C3054	WALL/COLUMN/LEVEL 55		150,000.00	0.00	0.00		
C3055	WALL/COLUMN/LEVEL 56		150,000.00	0.00	0.00		
C3056	WALL/COLUMN/LEVEL 57		150,000.00	0.00	0.00		
C3057	WALL/COLUMN/LEVEL 58		150,000.00	0.00	0.00		
C3058	WALL/COLUMN/LEVEL 59		150,000.00	0.00	0.00		
C3059	WALL/COLUMN/LEVEL 60		150,000.00	0.00	0.00		
C3060	WALL/COLUMN/MPH		150,000.00	0.00	0.00		
C3061	WALL/COLUMN/EMR		150,000.00	0.00	0.00		
C3062	WALL/COLUMN/ROOF SLAB		100,000.00	0.00	0.00		



Line# Description	Unit Pr UOM	Amount	----- To Date -----		Revised
			Units Pct	Value	
		15,930,000.00			11,550,000.00
C4000 DEMOBILIZATION		149,000.00	0.00		0.00 .....
		20,429,000.00			15,900,000.00

Additions to Contract

=====

Unapproved Additions o Contract

=====

.....	.....	.....	.....	.....	.....
GRAND TOTAL		20,429,000.00			15,900,000.00
.....	.....	.....	.....	.....	.....

Holdback Released

=====

.....

\*\*\*\*\* End of Report \*\*\*\*\*

# Statutory Declaration

542  
Standard Construction Document

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 24  
dated the 25th day of September,  
in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
*Day Month Year*

Name of Contractor  
MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor  
FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant  
Domenic DiPede

Position or Title (of office held with Subcontractor)  
Chief Financial Officer

### Declaration


I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 20th day of November,  
*City/Town and Province*

in the year 2017

  
Signature of Declarant

  
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)  
*Collector in Ontario*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	RELIANCE CONSTRUCTION/454 YONGE LIMITED PARTNERSHIP / YC CONDOS	36 LOMBARD ST., TORONTO, ON, M5C 3H8, CAN	E200000CKUG D	20-Aug-2017 to 19-Feb-2018

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00004430  
Cheque Date Jan 31, 2018

544

15300

Dec  
billing 1/17

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 12/31/17	MOD Developments (197 Yonge) Limited Partnership Appl #: 27	60001,0	904,000.00	-90,400.00	0.00	813,600.00
Total Remittance			904,000.00	-90,400.00	.00	813,600.00

**MOD Developments (197 Yonge) Limited Partnership**

600 - 550 Burrard St  
Vancouver, BC V6C 2B5

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00004430

DATE 0 1 3 1 2 0 1 8  
M M D D Y Y Y Y

PAY \*Eight Hundred Thirteen Thousand Six Hundred Dollars 00 Cents

\$ \*\*\*\*\* 813,600.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada

Per   
Per 

⑈00004430⑈ ⑆001120010⑆ 70039301⑈



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

407 Basaltic Road  
545

Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

*Mod 250*

Project: 15300  
MASSEY TOWER

Date: Dec 31/17

Appl #: 27

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$17,500,000.00	
6. Holdback	\$1,750,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,750,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$15,750,000.00	\$15,750,000.00
	-----	
10. Less line 9 from previous application	\$15,030,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$720,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$4,679,000.00
		=====
13. GST/HST BN # 135726081	\$93,600.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$813,600.00	
	=====	

*15300-9100-9 (cont)*

Billing Application

15300- MASSEY TOWER

Application Number - 27

Date - Dec 01/17 - Dec 31/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		450,000.00		450,000.00	450,000.00	0.00 0.00
 <u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		3,900,000.00		3,900,000.00	3,900,000.00	0.00 0.00
 <u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*

Billing Application

15300- MASSEY TOWER

Application Number - 27

Date - Dec 01/17 - Dec 31/17

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		13,150,000.00		12,350,000.00		800,000.00	2,780,000.00
C4000	DEMobilization	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	86%	17,500,000.00	82%	16,700,000.00	4%	800,000.00	2,929,000.00

Billing Application

15300- MASSEY TOWER

Application Number - 27

Date - Dec 01/17 - Dec 31/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete			
	Total Contract	20,429,000.00	86%	17,500,000.00	82%	16,700,000.00	4%	800,000.00	2,929,000.00
	Less Holdback on lines noted (*)			1,750,000.00		1,670,000.00		80,000.00	
	Holdback Subtotal			15,750,000.00		15,030,000.00		720,000.00	
	Plus GST/HST on 720,000.00 135726081							93,600.00	
	Total this Billing							813,600.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_



Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date Value	Revised Pct/Value
Contract						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00	150,000.00	.....
			-----		-----	
			450,000.00		450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00	1,000,000.00	.....
			-----		-----	
			3,900,000.00		3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00	450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00	450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00	450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00	450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00	450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00	450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	100.00	450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	100.00	400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	100.00	400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	100.00	400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	100.00	400,000.00	.....

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date	Value	Revised Pct/Value
C3015	WALL/COLUMN/LEVEL 16		300,000.00	100.00		300,000.00	.....
C3016	WALL/COLUMN/LEVEL 17		300,000.00	100.00		300,000.00	.....
C3017	WALL/COLUMN/LEVEL 18		300,000.00	100.00		300,000.00	.....
C3018	WALL/COLUMN/LEVEL 19		300,000.00	100.00		300,000.00	.....
C3019	WALL/COLUMN/LEVEL 20		300,000.00	100.00		300,000.00	.....
C3020	WALL/COLUMN/LEVEL 21		250,000.00	100.00		250,000.00	.....
C3021	WALL/COLUMN/LEVEL 22		250,000.00	100.00		250,000.00	.....
C3022	WALL/COLUMN/LEVEL 23		250,000.00	100.00		250,000.00	.....
C3023	WALL/COLUMN/LEVEL 24		250,000.00	100.00		250,000.00	.....
C3024	WALL/COLUMN/LEVEL 25		250,000.00	100.00		250,000.00	.....
C3025	WALL/COLUMN/LEVEL 26		200,000.00	100.00		200,000.00	.....
C3026	WALL/COLUMN/LEVEL 27		200,000.00	100.00		200,000.00	.....
C3027	WALL/COLUMN/LEVEL 28		200,000.00	100.00		200,000.00	.....
C3028	WALL/COLUMN/LEVEL 29		200,000.00	100.00		200,000.00	.....
C3029	WALL/COLUMN/LEVEL 30		200,000.00	100.00		200,000.00	.....
C3030	WALL/COLUMN/LEVEL 31		200,000.00	100.00		200,000.00	.....
C3031	WALL/COLUMN/LEVEL 32		200,000.00	100.00		200,000.00	.....
C3032	WALL/COLUMN/LEVEL 33		200,000.00	100.00		200,000.00	.....
C3033	WALL/COLUMN/LEVEL 34		200,000.00	100.00		200,000.00	.....
C3034	WALL/COLUMN/LEVEL 35		200,000.00	100.00		200,000.00	.....
C3035	WALL/COLUMN/LEVEL 36		200,000.00	100.00		200,000.00	.....
C3036	WALL/COLUMN/LEVEL 37		200,000.00	100.00		200,000.00	.....
C3037	WALL/COLUMN/LEVEL 38		200,000.00	100.00		200,000.00	.....
C3038	WALL/COLUMN/LEVEL 39		200,000.00	100.00		200,000.00	.....

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
				Units	Pct	Value	Pct/Value
C3039	WALL/COLUMN/LEVEL 40		200,000.00	100.00		200,000.00	
C3040	WALL/COLUMN/LEVEL 41		200,000.00	100.00		200,000.00	
C3041	WALL/COLUMN/LEVEL 42		200,000.00	0.00		0.00	100%
C3042	WALL/COLUMN/LEVEL 43		200,000.00	0.00		0.00	100%
C3043	WALL/COLUMN/LEVEL 44		200,000.00	0.00		0.00	100%
C3044	WALL/COLUMN/LEVEL 45		200,000.00	0.00		0.00	100%
C3045	WALL/COLUMN/LEVEL 46		180,000.00	0.00		0.00	
C3046	WALL/COLUMN/LEVEL 47		162,500.00	0.00		0.00	
C3047	WALL/COLUMN/LEVEL 48		162,500.00	0.00		0.00	
C3048	WALL/COLUMN/LEVEL 49		162,500.00	0.00		0.00	
C3049	WALL/COLUMN/LEVEL 50		162,500.00	0.00		0.00	
C3050	WALL/COLUMN/LEVEL 51		162,500.00	0.00		0.00	
C3051	WALL/COLUMN/LEVEL 52		162,500.00	0.00		0.00	
C3052	WALL/COLUMN/LEVEL 53		162,500.00	0.00		0.00	
C3053	WALL/COLUMN/LEVEL 54		162,500.00	0.00		0.00	
C3054	WALL/COLUMN/LEVEL 55		150,000.00	0.00		0.00	
C3055	WALL/COLUMN/LEVEL 56		150,000.00	0.00		0.00	
C3056	WALL/COLUMN/LEVEL 57		150,000.00	0.00		0.00	
C3057	WALL/COLUMN/LEVEL 58		150,000.00	0.00		0.00	
C3058	WALL/COLUMN/LEVEL 59		150,000.00	0.00		0.00	
C3059	WALL/COLUMN/LEVEL 60		150,000.00	0.00		0.00	
C3060	WALL/COLUMN/MPH		150,000.00	0.00		0.00	
C3061	WALL/COLUMN/EMR		150,000.00	0.00		0.00	
C3062	WALL/COLUMN/ROOF SLAB		100,000.00	0.00		0.00	

Line# Description	Unit Pr UOM	Amount	----- To Date -----		Revised
			Units	Pct	
		15,930,000.00			12,350,000.00
C4000 DEMOBILIZATION		149,000.00	0.00		0.00
		20,429,000.00			16,700,000.00

Additions to Contract

Unapproved Additions o Contract

GRAND TOTAL

20,429,000.00

16,700,000.00

Holdback Released

==== End of Report =====

**From:** Matthew Henderson [matthew.henderson@tuckerhirise.com]  
**Sent:** December-14-17 1:29 PM  
**To:** Gordon Graham  
**Cc:** Silvana Crognale  
**Subject:** Re: December Draw

Approved

Matthew Henderson  
Tucker HiRise Construction  
416-728-0262

----- Original message -----

**From:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Date:** 2017-12-14 1:25 PM (GMT-05:00)  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Cc:** Silvana Crognale <[SCrognale@bondfield.com](mailto:SCrognale@bondfield.com)>  
**Subject:** December Draw

Please find the attached for your prompt approval.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766

FORMA-CON CONSTRUCTION

# Statutory Declaration

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

Domenic DiPede

Position or Title (of office held with Subcontractor)

Chief Financial Officer

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 20th day of December,  
City/Town and Province  
 in the year 2017.

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

**Clearance Certificate / Certificat de décharge**

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP / MASSEY TOWER	8 PRICE STREET, TORONTO, ON, M4W 3Z4, CAN	E200000CKUG C	20-Aug-2017 to 19-Feb-2018

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

NAMED INSURED: Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM) <i>(Applicable to Off Site Operations ONLY)</i> <i>(Wrap-Up Liability in effect for project noted herein)</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2017 to January 1, 2018
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungi, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID Included), Hook Liability, Tenants Legal Liability			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$19,000,000 Per occurrence	January 1, 2017 to January 1, 2018
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497			
THIRD PARTY AUTOMOBILE LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2017 to January 1, 2018
- Owned Vehicles			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2017 to January 1, 2018
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946			
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$20,000,000</b>	<b>Per Occurrence</b>
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>

CONTRACTOR'S EQUIPMENT (Owned Schedule) Northbridge General Insurance Corporation Equipment Owned and/or Long Term Leased by Named Insured  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0626497 January 1, 2017 to January 1, 2018

- WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

COVERING: Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

NOTE: It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: February 3, 2017

At the office of: MASTERS INSURANCE LIMITED  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143  
**MASTERS INSURANCE LIMITED**  
 PER   
 Claire Surgeon  
 (Authorized Representative)





# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

407 Basaltic Road

557

Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: Dec 31/17

Appl #: 27

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$17,500,000.00	
6. Holdback	\$1,750,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,750,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$15,750,000.00	\$15,750,000.00
	-----	
10. Less line 9 from previous application	\$15,030,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$720,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$4,679,000.00
		=====
13. GST/HST BN # 135726081	\$93,600.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$813,600.00	
	=====	

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Pg 1  
558

Application Number - 27

Date - Dec 01/17 - Dec 31/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		450,000.00		450,000.00	450,000.00	0.00 0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		3,900,000.00		3,900,000.00	3,900,000.00	0.00 0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Pg 2  
559

Application Number - 27

Date - Dec 01/17 - Dec 31/17

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	100%	200,000.00	0%	0.00	100%	200,000.00	0.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	0%	0.00	0%	0.00	0%	0.00	180,000.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		13,150,000.00		12,350,000.00		800,000.00	2,780,000.00
C4000	DEMobilization	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	86%	17,500,000.00	82%	16,700,000.00	4%	800,000.00	2,929,000.00

Billing Application

15300- MASSEY TOWER

Application Number - 27

Date - Dec 01/17 - Dec 31/17

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete			
	Total Contract	20,429,000.00	86%	17,500,000.00	82%	16,700,000.00	4%	800,000.00	2,929,000.00
	Less Holdback on lines noted (*)			1,750,000.00		1,670,000.00		80,000.00	
	Holdback Subtotal			15,750,000.00		15,030,000.00		720,000.00	
	Plus GST/HST on 720,000.00 135726081							93,600.00	
	Total this Billing							813,600.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date	Value	Revised Pct/Value
Contract							
*****							
<u>C1000 MOBILIZATION</u>							
C1001	CRANE ERECTION		300,000.00	100.00		300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00		150,000.00	.....
			-----			-----	
			450,000.00			450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>							
C2001	MAT SLAB		900,000.00	100.00		900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00		1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00		1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00		1,000,000.00	.....
			-----			-----	
			3,900,000.00			3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>							
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00		600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00		600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00		450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00		450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00		450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00		450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00		450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00		450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00		450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	100.00		450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	100.00		400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	100.00		400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	100.00		400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	100.00		400,000.00	.....

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	Pct/Value
					Value	
C3015	WALL/COLUMN/LEVEL 16		300,000.00	100.00	300,000.00	.....
C3016	WALL/COLUMN/LEVEL 17		300,000.00	100.00	300,000.00	.....
C3017	WALL/COLUMN/LEVEL 18		300,000.00	100.00	300,000.00	.....
C3018	WALL/COLUMN/LEVEL 19		300,000.00	100.00	300,000.00	.....
C3019	WALL/COLUMN/LEVEL 20		300,000.00	100.00	300,000.00	.....
C3020	WALL/COLUMN/LEVEL 21		250,000.00	100.00	250,000.00	.....
C3021	WALL/COLUMN/LEVEL 22		250,000.00	100.00	250,000.00	.....
C3022	WALL/COLUMN/LEVEL 23		250,000.00	100.00	250,000.00	.....
C3023	WALL/COLUMN/LEVEL 24		250,000.00	100.00	250,000.00	.....
C3024	WALL/COLUMN/LEVEL 25		250,000.00	100.00	250,000.00	.....
C3025	WALL/COLUMN/LEVEL 26		200,000.00	100.00	200,000.00	.....
C3026	WALL/COLUMN/LEVEL 27		200,000.00	100.00	200,000.00	.....
C3027	WALL/COLUMN/LEVEL 28		200,000.00	100.00	200,000.00	.....
C3028	WALL/COLUMN/LEVEL 29		200,000.00	100.00	200,000.00	.....
C3029	WALL/COLUMN/LEVEL 30		200,000.00	100.00	200,000.00	.....
C3030	WALL/COLUMN/LEVEL 31		200,000.00	100.00	200,000.00	.....
C3031	WALL/COLUMN/LEVEL 32		200,000.00	100.00	200,000.00	.....
C3032	WALL/COLUMN/LEVEL 33		200,000.00	100.00	200,000.00	.....
C3033	WALL/COLUMN/LEVEL 34		200,000.00	100.00	200,000.00	.....
C3034	WALL/COLUMN/LEVEL 35		200,000.00	100.00	200,000.00	.....
C3035	WALL/COLUMN/LEVEL 36		200,000.00	100.00	200,000.00	.....
C3036	WALL/COLUMN/LEVEL 37		200,000.00	100.00	200,000.00	.....
C3037	WALL/COLUMN/LEVEL 38		200,000.00	100.00	200,000.00	.....
C3038	WALL/COLUMN/LEVEL 39		200,000.00	100.00	200,000.00	.....

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
				Units	Pct	Value	Pct/Value
C3039	WALL/COLUMN/LEVEL 40		200,000.00		100.00	200,000.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00		100.00	200,000.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00		0.00	0.00	..... 100%
C3042	WALL/COLUMN/LEVEL 43		200,000.00		0.00	0.00	..... 100%
C3043	WALL/COLUMN/LEVEL 44		200,000.00		0.00	0.00	..... 100%
C3044	WALL/COLUMN/LEVEL 45		200,000.00		0.00	0.00	..... 100%
C3045	WALL/COLUMN/LEVEL 46		180,000.00		0.00	0.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00		0.00	0.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00		0.00	0.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00		0.00	0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00		0.00	0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00		0.00	0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00		0.00	0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00		0.00	0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00		0.00	0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00		0.00	0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00		0.00	0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00		0.00	0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00		0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00		0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00		0.00	0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00		0.00	0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00		0.00	0.00	.....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00		0.00	0.00	.....

Line# Description	Unit Pr UOM	Amount	----- To Date -----		Revised
			Units Pct	Value	Pct/Value
		15,930,000.00			12,350,000.00
C4000 DEMOBILIZATION		149,000.00	0.00		0.00 .....
		20,429,000.00			16,700,000.00

Additions to Contract  
 =====

Unapproved Additions o Contract  
 =====

.....	.....	.....	.....	.....	.....
GRAND TOTAL		20,429,000.00			16,700,000.00
.....	.....	.....	.....	.....	.....

Holdback Released  
 =====

.....	.....	.....	.....	.....	.....
-------	-------	-------	-------	-------	-------

==== End of Report =====



**Silvana Crognale**

---

**From:** Matthew Henderson [matthew.henderson@tuckerhirise.com]  
**Sent:** December-14-17 1:29 PM  
**To:** Gordon Graham  
**Cc:** Silvana Crognale  
**Subject:** Re: December Draw

Approved

Matthew Henderson  
Tucker HiRise Construction  
416-728-0262

----- Original message -----

**From:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Date:** 2017-12-14 1:25 PM (GMT-05:00)  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Cc:** Silvana Crognale <[SCrognale@bondfield.com](mailto:SCrognale@bondfield.com)>  
**Subject:** December Draw

Please find the attached for your prompt approval.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766

FORMA-CON CONSTRUCTION

# Statutory Declaration

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

Domenic DiPede

Position or Title (of office held with Subcontractor)

Chief Financial Officer

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 20th day of December,  
City/Town and Province  
 in the year 2017.

Signature of Declarant

*(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

NAMED INSURED: Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM) <i>(Applicable to Off Site Operations ONLY)</i> <i>(Wrap-Up Liability in effect for project noted herein)</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2017 to January 1, 2018
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungi, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID Included), Hook Liability, Tenants Legal Liability			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$19,000,000 Per occurrence	January 1, 2017 to January 1, 2018
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497			
THIRD PARTY AUTOMOBILE LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2017 to January 1, 2018
- Owned Vehicles			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2017 to January 1, 2018
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946			
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$20,000,000</b>	<b>Per Occurrence</b>
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>

CONTRACTOR'S EQUIPMENT (Owned Schedule) Northbridge General Insurance Corporation Equipment Owned and/or Long Term Leased by Named Insured  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0626497 January 1, 2017 to January 1, 2018

- WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

COVERING: Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

NOTE: It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: February 3, 2017

At the office of: MASTERS INSURANCE LIMITED  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143  
**MASTERS INSURANCE LIMITED**  
 PER   
 Claire Sturgeon  
 (Authorized Representative)

**REMITTANCE ADVICE**

FormaCon    Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
 Cheque Number    mas02-00004534    **568**  
 Cheque Date        Feb 28, 2018

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
01/31/18	Appl #: 28	60001,0	478,837.50	-47,883.75	0.00	430,953.75
<b>Total Remittance</b>			<b>478,837.50</b>	<b>-47,883.75</b>	<b>.00</b>	<b>430,953.75</b>

**MOD Developments (197 Yonge) Limited Partnership**

600 - 550 Burrard St  
 Vancouver, BC V6C 2B5

CIBC  
 1 ST CLAIR AVENUE WEST  
 TORONTO, ON M4V 1K6

CHEQUE NUMBER  
 mas02-00004534

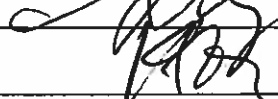
DATE    0 2 2 8 2 0 1 8  
          M M D D Y Y Y Y

PAY            \*Four Hundred Thirty Thousand Nine Hundred Fifty Three Dollars  
                  \*75 Cents

\$ \*\*\*\*\* 430,953.75

TO            Forma-Con Construction  
 THE         407 Basaltic Road  
 ORDER     Concord, ON L4K 4W8  
 OF

Canada

Per  \_\_\_\_\_  
 Per \_\_\_\_\_

⑈00004534⑈ ⑆00 ⑆⑆200⑆0⑆ 70003930⑆⑈

*15300*  
*January Billing 2018*  
*15300 - CR 1898*



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

569  
400 Baltic Road

Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: Jan 31/18

Appl #: 28

		<b>Total</b>
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$17,923,750.00	
6. Holdback	\$1,792,375.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,792,375.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$16,131,375.00	\$16,131,375.00
	-----	
10. Less line 9 from previous application	\$15,750,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$381,375.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$4,297,625.00
		=====
13. GST/HST BN # 135726081	\$49,578.75	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$430,953.75	
	=====	

*Mod 300*  
*20-15300-9100-9*

20 - FORMA-CON CONSTRUCTION

570

Billing Application

15300- MASSEY TOWER

Application Number - 28

Date - Jan 01/18 - Jan 31/18

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<u>Contract</u>						
=====						
<u>21000 MOBILIZATION</u>						
21001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
21002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		450,000.00		450,000.00	450,000.00	0.00 0.00
<u>22000 BASEMENT 3 TO GROUND</u>						
22001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
22002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
22003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
22004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		3,900,000.00		3,900,000.00	3,900,000.00	0.00 0.00
<u>23000 GRND TO LEVEL 60/MPH/ROOF</u>						
23001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
23002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
23003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
23004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
23005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
23006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
23007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
23008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
23009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
23010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
23011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
23012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
23013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
23014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
23015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
23016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
23017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
23018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
23019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
23020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
23021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
23022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
23023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
23024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
23025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
23026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
23027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
23028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
23029	WALL/COLUMN/LEVEL 30	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
23030	WALL/COLUMN/LEVEL 31	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*

20 - FORMA-CON CONSTRUCTION

571

Billing Application

15300- MASSEY TOWER

Application Number - 28

Date - Jan 01/18 - Jan 31/18

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	100%	180,000.00	0%	0.00	100%	180,000.00	0.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	100%	162,500.00	0%	0.00	100%	162,500.00	0.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	50%	81,250.00	0%	0.00	50%	81,250.00	81,250.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		13,573,750.00		13,150,000.00		423,750.00	2,356,250.00
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	88%	17,923,750.00	86%	17,500,000.00	2%	423,750.00	2,505,250.00

20 - FORMA-CON CONSTRUCTION

572

Billing Application

15300- MASSEY TOWER

Application Number - 28

Date - Jan 01/18 - Jan 31/18

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	88% 17,923,750.00	86% 17,500,000.00	2% 423,750.00	2,505,250.00
	Less Holdback on lines noted (*)		1,792,375.00	1,750,000.00	42,375.00	
	Holdback Subtotal		16,131,375.00	15,750,000.00	381,375.00	
	Plus GST/HST on 381,375.00 135726081				49,578.75	
	Total this Billing				430,953.75	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_



Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	
Contract						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00		300,000.00 .....
C1002	TRAILER MOBILIZATION		150,000.00	100.00		150,000.00 .....
			-----			-----
			450,000.00			450,000.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00		900,000.00 .....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00		1,000,000.00 .....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00		1,000,000.00 .....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00		1,000,000.00 .....
			-----			-----
			3,900,000.00			3,900,000.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00		600,000.00 .....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00		600,000.00 .....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00		450,000.00 .....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00		450,000.00 .....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00		450,000.00 .....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00		450,000.00 .....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00		450,000.00 .....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00		450,000.00 .....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00		450,000.00 .....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	100.00		450,000.00 .....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	100.00		400,000.00 .....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	100.00		400,000.00 .....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	100.00		400,000.00 .....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	100.00		400,000.00 .....

CERTIFICATE OF INSURANCE - 18-19-028

**THIS IS TO CERTIFY TO:** MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of insurance as herein described have been issued to the Insured named this date.

**NAMED INSURED:** Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>( Applicable to Off Site Operations ONLY )</i> <i>( Wrap-Up Liability in effect for project noted herein )</i>	Northbridge General Insurance Corporation Policy #: CBC 0628497		January 1, 2018 to January 1, 2019
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungl, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC 0628497	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0628497			
<b>THIRD PARTY AUTOMOBILE LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2018 to January 1, 2019
- Owned Vehicles			
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946			
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		\$30,000,000	Per Occurrence
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		\$30,000,000	Per Occurrence

**CONTRACTOR'S EQUIPMENT (Owned Schedule)** Northbridge General Insurance Corporation  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0628497 Equipment Owned and/or Long Term Leased by Named Insured  
 January 1, 2018 to  
 January 1, 2019

**WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE** to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: December 19, 2017  
 At the office of: MASTERS INSURANCE LIMITED  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

**MASTERS INSURANCE LIMITED**  
 PER   
 Daniela Geraci  
 (Authorized Representative)

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	
C3015	WALL/COLUMN/LEVEL 16		300,000.00	100.00		300,000.00 .....
C3016	WALL/COLUMN/LEVEL 17		300,000.00	100.00		300,000.00 .....
C3017	WALL/COLUMN/LEVEL 18		300,000.00	100.00		300,000.00 .....
C3018	WALL/COLUMN/LEVEL 19		300,000.00	100.00		300,000.00 .....
C3019	WALL/COLUMN/LEVEL 20		300,000.00	100.00		300,000.00 .....
C3020	WALL/COLUMN/LEVEL 21		250,000.00	100.00		250,000.00 .....
C3021	WALL/COLUMN/LEVEL 22		250,000.00	100.00		250,000.00 .....
C3022	WALL/COLUMN/LEVEL 23		250,000.00	100.00		250,000.00 .....
C3023	WALL/COLUMN/LEVEL 24		250,000.00	100.00		250,000.00 .....
C3024	WALL/COLUMN/LEVEL 25		250,000.00	100.00		250,000.00 .....
C3025	WALL/COLUMN/LEVEL 26		200,000.00	100.00		200,000.00 .....
C3026	WALL/COLUMN/LEVEL 27		200,000.00	100.00		200,000.00 .....
C3027	WALL/COLUMN/LEVEL 28		200,000.00	100.00		200,000.00 .....
C3028	WALL/COLUMN/LEVEL 29		200,000.00	100.00		200,000.00 .....
C3029	WALL/COLUMN/LEVEL 30		200,000.00	100.00		200,000.00 .....
C3030	WALL/COLUMN/LEVEL 31		200,000.00	100.00		200,000.00 .....
C3031	WALL/COLUMN/LEVEL 32		200,000.00	100.00		200,000.00 .....
C3032	WALL/COLUMN/LEVEL 33		200,000.00	100.00		200,000.00 .....
C3033	WALL/COLUMN/LEVEL 34		200,000.00	100.00		200,000.00 .....
C3034	WALL/COLUMN/LEVEL 35		200,000.00	100.00		200,000.00 .....
C3035	WALL/COLUMN/LEVEL 36		200,000.00	100.00		200,000.00 .....
C3036	WALL/COLUMN/LEVEL 37		200,000.00	100.00		200,000.00 .....
C3037	WALL/COLUMN/LEVEL 38		200,000.00	100.00		200,000.00 .....
C3038	WALL/COLUMN/LEVEL 39		200,000.00	100.00		200,000.00 .....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Value	Revised Pct/Value
				Units	Pct		
C3039	WALL/COLUMN/LEVEL 40		200,000.00	100.00		200,000.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	100.00		200,000.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	100.00		200,000.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	100.00		200,000.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	100.00		200,000.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	100.00		200,000.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00	0.00		0.00	100%
C3046	WALL/COLUMN/LEVEL 47		162,500.00	0.00		0.00	100%
C3047	WALL/COLUMN/LEVEL 48		162,500.00	0.00		0.00	50%
C3048	WALL/COLUMN/LEVEL 49		162,500.00	0.00		0.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00	0.00		0.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00	0.00		0.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00	0.00		0.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00	0.00		0.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00	0.00		0.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00	0.00		0.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00	0.00		0.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00	0.00		0.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00	0.00		0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00	0.00		0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00	0.00		0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00	0.00		0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00	0.00		0.00	.....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00	0.00		0.00	.....

Line#	Description	Unit Pr UOM	Amount	To Date	Units Pct	Value	Revised Pct/Value
			15,930,000.00			13,150,000.00	
C4000	DEMOBILIZATION		149,000.00		0.00	0.00	
			20,429,000.00			17,500,000.00	

Additions to Contract  
 \*\*\*\*\*

Unapproved Additions o Contract  
 \*\*\*\*\*

GRAND TOTAL			20,429,000.00			17,500,000.00	
-------------	--	--	---------------	--	--	---------------	--

Holdback Released  
 \*\*\*\*\*

\*\*\*\*\* End of Report \*\*\*\*\*

# Statutory Declaration

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 6 dated the 25th day of November in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

Domenic DiPede

Position or Title (of office held with Subcontractor)

Chief Financial Officer

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 20th day of January,  
City/Town and Province  
 in the year 2018.

[Signature]  
 Signature of Declarant

[Signature]  
 (A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

Apply a CCDC 9  
 copyright seal here.

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.



Copyright 2001

Canadian Construction Documents Committee

**Clearance Certificate / Certificat de décharge**

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP / MASSEY TOWER	8 PRICE STREET, TORONTO, ON, M4W 3Z4, CAN	E200000CKUG C	20-Aug-2017 to 19-Feb-2018

**From:** Matthew Henderson [matthew.henderson@tuckerhirise.com]  
**Sent:** January-24-18 6:35 AM  
**To:** Gordon Graham  
**Cc:** Silvana Crognale  
**Subject:** Re: Massey Tower Progress Draw

Approved

Matthew Henderson  
Tucker HiRise Construction  
416-728-0262

----- Original message -----

**From:** Gordon Graham <GGraham@forma-con.com>  
**Date:** 2018-01-23 8:16 AM (GMT-05:00)  
**To:** Matthew Henderson <matthew.henderson@tuckerhirise.com>  
**Cc:** Silvana Crognale <SCrognale@bondfield.com>  
**Subject:** Massey Tower Progress Draw

Please find the attached progress draw for your review and approval.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766

 FORMA-CON CONSTRUCTION



**REMITTANCE ADVICE**

FormaCon    Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

581  
 MOD Developments (197 Yonge) Limited Partnership  
 Cheque Number    mas02-00004608  
 Cheque Date       Mar 31, 2018

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
02/28/18	Appl #: 29	60001,0	642,687.50	-64,268.75	0.00	578,418.75
<b>Total Remittance</b>			<b>642,687.50</b>	<b>-64,268.75</b>	<b>.00</b>	<b>578,418.75</b>

**MOD Developments (197 Yonge) Limited Partnership**

600 - 550 Burrard St  
 Vancouver, BC V6C 2B5

CIBC  
 1 ST CLAIR AVENUE WEST  
 TORONTO, ON M4V 1K6

CHEQUE NUMBER  
 mas02-00004608

DATE    0 3 3 1 2 0 1 8  
          M M D D Y Y Y Y

PAY            \*Five Hundred Seventy Eight Thousand Four Hundred Eighteen Dollars       \$ \*\*\*\*\* 578,418.75  
                  \*75 Cents

TO THE ORDER OF       Forma-Con Construction  
 407 Basaltic Road  
 Concord, ON L4K 4W8

Canada

Per \_\_\_\_\_  
 Per \_\_\_\_\_

⑈00004608⑈ ⑆001120010⑆ 70⑈39301⑈

*Feb Billing / 2018*  
*15300*  
*CR 1906*



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

407 Basaltic Road  
**582**  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013

**APPLICATION FOR PAYMENT**

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

Project: 15300  
 MASSEY TOWER

Date: Feb 28/18

Appl #: 29

*Hold 300*  
*15300-29-9100-9*

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$18,492,500.00	
6. Holdback	\$1,849,250.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,849,250.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$16,643,250.00	\$16,643,250.00
	-----	
10. Less line 9 from previous application	\$16,131,375.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$511,875.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$3,785,750.00
		=====
13. GST/HST BN # 135726081	\$66,543.75	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$578,418.75	
	=====	

20 - FORMA-CON CONSTRUCTION

583

Billing Application

15300- MASSEY TOWER

Application Number - 29

Date - Feb 01/18 - Feb 28/18

Line#	Description	Contract			Balance				
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	to Complete			
Contract									
=====									
<u>C1000 MOBILIZATION</u>									
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	
		450,000.00		450,000.00		450,000.00		0.00	0.00
<u>C2000 BASEMENT 3 TO GROUND</u>									
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00	0%	0.00	0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00	0%	0.00	0.00*
		-----		-----		-----		-----	
		3,900,000.00		3,900,000.00		3,900,000.00		0.00	0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>									
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00	0%	0.00	0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00	100%	450,000.00	0%	0.00	0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00	100%	400,000.00	0%	0.00	0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00	100%	300,000.00	0%	0.00	0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00	100%	250,000.00	0%	0.00	0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00	100%	250,000.00	0%	0.00	0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00	100%	250,000.00	0%	0.00	0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00	100%	250,000.00	0%	0.00	0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00	100%	250,000.00	0%	0.00	0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 29

Date - Feb 01/18 - Feb 28/18

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	100%	180,000.00	100%	180,000.00	0%	0.00	0.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	100%	162,500.00	50%	81,250.00	50%	81,250.00	0.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	100%	162,500.00	0%	0.00	100%	162,500.00	0.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	100%	162,500.00	0%	0.00	100%	162,500.00	0.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	100%	162,500.00	0%	0.00	100%	162,500.00	0.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	0%	0.00	0%	0.00	0%	0.00	162,500.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		14,142,500.00		13,573,750.00		568,750.00	1,787,500.00
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	91%	18,492,500.00	88%	17,923,750.00	3%	568,750.00	1,936,500.00

Billing Application

15300- MASSEY TOWER

Application Number - 29

Date - Feb 01/18 - Feb 28/18

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	91%	18,492,500.00	88%	1,936,500.00
	Less Holdback on lines noted (*)			1,849,250.00	1,792,375.00	56,875.00
	Holdback Subtotal			16,643,250.00	16,131,375.00	511,875.00
	Plus GST/HST on 511,875.00 135726081				66,543.75	
	Total this Billing				578,418.75	

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Approved by

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date Value	Revised Pct/Value
Contract						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00	150,000.00	.....
			-----		-----	
			450,000.00		450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00	1,000,000.00	.....
			-----		-----	
			3,900,000.00		3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00	450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00	450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00	450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00	450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00	450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00	450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	100.00	450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	100.00	400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	100.00	400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	100.00	400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	100.00	400,000.00	.....

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
				Units	Pct	Value	Pct/Value
C3015	WALL/COLUMN/LEVEL 16		300,000.00	100.00		300,000.00	.....
C3016	WALL/COLUMN/LEVEL 17		300,000.00	100.00		300,000.00	.....
C3017	WALL/COLUMN/LEVEL 18		300,000.00	100.00		300,000.00	.....
C3018	WALL/COLUMN/LEVEL 19		300,000.00	100.00		300,000.00	.....
C3019	WALL/COLUMN/LEVEL 20		300,000.00	100.00		300,000.00	.....
C3020	WALL/COLUMN/LEVEL 21		250,000.00	100.00		250,000.00	.....
C3021	WALL/COLUMN/LEVEL 22		250,000.00	100.00		250,000.00	.....
C3022	WALL/COLUMN/LEVEL 23		250,000.00	100.00		250,000.00	.....
C3023	WALL/COLUMN/LEVEL 24		250,000.00	100.00		250,000.00	.....
C3024	WALL/COLUMN/LEVEL 25		250,000.00	100.00		250,000.00	.....
C3025	WALL/COLUMN/LEVEL 26		200,000.00	100.00		200,000.00	.....
C3026	WALL/COLUMN/LEVEL 27		200,000.00	100.00		200,000.00	.....
C3027	WALL/COLUMN/LEVEL 28		200,000.00	100.00		200,000.00	.....
C3028	WALL/COLUMN/LEVEL 29		200,000.00	100.00		200,000.00	.....
C3029	WALL/COLUMN/LEVEL 30		200,000.00	100.00		200,000.00	.....
C3030	WALL/COLUMN/LEVEL 31		200,000.00	100.00		200,000.00	.....
C3031	WALL/COLUMN/LEVEL 32		200,000.00	100.00		200,000.00	.....
C3032	WALL/COLUMN/LEVEL 33		200,000.00	100.00		200,000.00	.....
C3033	WALL/COLUMN/LEVEL 34		200,000.00	100.00		200,000.00	.....
C3034	WALL/COLUMN/LEVEL 35		200,000.00	100.00		200,000.00	.....
C3035	WALL/COLUMN/LEVEL 36		200,000.00	100.00		200,000.00	.....
C3036	WALL/COLUMN/LEVEL 37		200,000.00	100.00		200,000.00	.....
C3037	WALL/COLUMN/LEVEL 38		200,000.00	100.00		200,000.00	.....
C3038	WALL/COLUMN/LEVEL 39		200,000.00	100.00		200,000.00	.....

Line#	Description	Unit Pr UOM	Amount	To Date Units Pct	Revised Value Pct/Value
C3039	WALL/COLUMN/LEVEL 40		200,000.00	100.00	200,000.00 .....
C3040	WALL/COLUMN/LEVEL 41		200,000.00	100.00	200,000.00 .....
C3041	WALL/COLUMN/LEVEL 42		200,000.00	100.00	200,000.00 .....
C3042	WALL/COLUMN/LEVEL 43		200,000.00	100.00	200,000.00 .....
C3043	WALL/COLUMN/LEVEL 44		200,000.00	100.00	200,000.00 .....
C3044	WALL/COLUMN/LEVEL 45		200,000.00	100.00	200,000.00 .....
C3045	WALL/COLUMN/LEVEL 46		180,000.00	100.00	180,000.00 .....
C3046	WALL/COLUMN/LEVEL 47		162,500.00	100.00	162,500.00 .....
C3047	WALL/COLUMN/LEVEL 48		162,500.00	50.00	81,250.00 <span style="border: 1px solid black; padding: 2px;">100%</span> .....
C3048	WALL/COLUMN/LEVEL 49		162,500.00	0.00	0.00 <span style="border: 1px solid black; padding: 2px;">100%</span> .....
C3049	WALL/COLUMN/LEVEL 50		162,500.00	0.00	0.00 <span style="border: 1px solid black; padding: 2px;">100%</span> .....
C3050	WALL/COLUMN/LEVEL 51		162,500.00	0.00	0.00 <span style="border: 1px solid black; padding: 2px;">100%</span> .....
C3051	WALL/COLUMN/LEVEL 52		162,500.00	0.00	0.00 .....
C3052	WALL/COLUMN/LEVEL 53		162,500.00	0.00	0.00 .....
C3053	WALL/COLUMN/LEVEL 54		162,500.00	0.00	0.00 .....
C3054	WALL/COLUMN/LEVEL 55		150,000.00	0.00	0.00 .....
C3055	WALL/COLUMN/LEVEL 56		150,000.00	0.00	0.00 .....
C3056	WALL/COLUMN/LEVEL 57		150,000.00	0.00	0.00 .....
C3057	WALL/COLUMN/LEVEL 58		150,000.00	0.00	0.00 .....
C3058	WALL/COLUMN/LEVEL 59		150,000.00	0.00	0.00 .....
C3059	WALL/COLUMN/LEVEL 60		150,000.00	0.00	0.00 .....
C3060	WALL/COLUMN/MPH		150,000.00	0.00	0.00 .....
C3061	WALL/COLUMN/BMR		150,000.00	0.00	0.00 .....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00	0.00	0.00 .....



Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----	Revised
						Units Pct	Pct/Value
						Value	
					15,930,000.00		13,573,750.00
C4000	DEMobilIZATION				149,000.00	0.00	0.00 .....
					20,429,000.00		17,923,750.00

Additions to Contract  
 =====

Unapproved Additions o Contract  
 =====

.....					20,429,000.00		17,923,750.00
GRAND TOTAL							
.....							

Holdback Released  
 =====

.....

==== End of Report =====

**From:** Megan Tan [megan.tan@tuckerhirise.com]  
**Sent:** February-16-18 1:09 PM  
**To:** Gordon Graham  
**Cc:** Silvana Crognale; Matthew Henderson  
**Subject:** Massey tower - formacon - February Draw  
**Attachments:** 15300-Massey Tower (Mar).pdf

Completion % approved



**Megan Tan**  
 Assistant Project Manager

O: 416.901.8857 ext 24  
 C: 437.771.3206  
 Email: [megan.tan@tuckerhirise.com](mailto:megan.tan@tuckerhirise.com)

TUCKERHIRISE.COM

**From:** Matthew Henderson  
**Sent:** February 16, 2018 11:06 AM  
**To:** Megan Tan <[megan.tan@tuckerhirise.com](mailto:megan.tan@tuckerhirise.com)>  
**Subject:** Fwd: February Draw

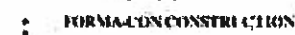
For your action

Matthew Henderson  
 Tucker HiRise Construction  
 416-728-0262

----- Original message -----  
**From:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Date:** 2018-02-16 7:24 AM (GMT-08:00)  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Cc:** Silvana Crognale <[SCrognale@bondfield.com](mailto:SCrognale@bondfield.com)>  
**Subject:** February Draw

Please find the attached for your review and approval.

Thank you,  
 Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
 416-678-6766



# Statutory Declaration

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 7  
 dated the 25th day of December,  
 in the year 2017.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

Domenic DiPede

Position or Title (of office held with Subcontractor)

Chief Financial Officer

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 20th day of February,  
City/Town and Province  
 in the year 2018.

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC  
9  
2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

**THIS IS TO CERTIFY TO:** MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

**NAMED INSURED:** Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basallic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE DESCRIPTION	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>(Applicable to Off Site Operations ONLY)</i> <i>(Wrap-Up Liability in effect for project noted herein)</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2018 to January 1, 2019
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungi, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID Included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497			
<b>THIRD PARTY AUTOMOBILE LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2018 to January 1, 2019
- Owned Vehicles			
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946			
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>

**CONTRACTOR'S EQUIPMENT (Owned Schedule)** Northbridge General Insurance Corporation  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0626497  
 Equipment Owned and/or Long Term Leased by Named Insured  
 January 1, 2018 to January 1, 2019

**WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE** to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: December 19, 2017

At the office of: **MASTERS INSURANCE LIMITED**  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

**MASTERS INSURANCE LIMITED**  
 PER   
 Daniela Gareri  
 (Authorized Representative)

**Silvana Crognale**

---

**From:** Gordon Graham  
**Sent:** February-20-18 2:31 PM  
**To:** Silvana Crognale  
**Subject:** Re: Important

Send me Yc for the end of the day with or without the WSIB so I can finish it tonight.

Gordon Graham  
416-678-6766  
[Ggraham@forma-con.com](mailto:Ggraham@forma-con.com)

---

**From:** Silvana Crognale  
**Sent:** Tuesday, February 20, 2018 14:23  
**To:** Gordon Graham  
**Subject:** RE: Important

I know that- I have had it ready since this am..... apparently Rocco is to call and there is a long wait period.

Silvana

---

Silvana Crognale  
Accounting Administrator

[SCrognale@bondfield.com](mailto:SCrognale@bondfield.com)



407 Basaltic Rd., Concord, ON. L4K 4W8  
T: 416.667.8422 F: 416.667.8462

106 Schneider Rd., Unit A, Kanata, ON. K2K 1Y2  
T: 613.271.0440 F: 613.271.0967

This e-mail transmission is strictly confidential and intended solely for the person or organization to whom it is addressed. It may contain privileged and confidential information and if you are not the intended recipient, you must not copy, distribute, or take any action in reliance on it. IF YOU HAVE RECEIVED THIS EMAIL IN ERROR, PLEASE NOTIFY US AS SOON AS POSSIBLE AND DELETE IT

---

**From:** Gordon Graham  
**Sent:** February-20-18 12:02 PM  
**To:** Silvana Crognale  
**Subject:** Re: Important

Tucker won't accept if it's late.

Gordon Graham  
416-678-6766  
[Ggraham@forma-con.com](mailto:Ggraham@forma-con.com)

**Silvana Crognale**

---

**From:** Erwin Thompson [erwin.thompson@tuckerhirise.com]  
**Sent:** February-23-18 2:54 PM  
**To:** Domenic Dipede; Frank Nandlall  
**Cc:** Silvana Crognale; Gordon Graham  
**Subject:** RE:  
**Attachments:** Forma-con.pdf

Dominic,

We acknowledge there was an issue with the WSIB website. We think it has subsided as we were able to utilize it today. We are not asking you to make the WSIB project specific, we are asking you to make the principal correct.

Please familiarize yourself with the contract, The Principal is: **MOD Developments (197 Yonge) LP.**

Principal Address: **8 Price Street, Toronto ON M4W 3Z4**

Please revise the WSIB as you have done previously so we can proceed with processing your invoice.

Thanks

**Erwin Thompson**  
Accounts Payable Manager

**TUCKER HIRISE**

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

T 416.774.2616

F 416.441.0142

E [erwin.thompson@tuckerhirise.com](mailto:erwin.thompson@tuckerhirise.com)

TUCKERHIRISE.COM

---

**From:** Domenic Dipede [<mailto:DDipede@bondfield.com>]  
**Sent:** Friday, February 23, 2018 2:26 PM  
**To:** Frank Nandlall <[frank.nandlall@tuckerhirise.com](mailto:frank.nandlall@tuckerhirise.com)>; Erwin Thompson <[erwin.thompson@tuckerhirise.com](mailto:erwin.thompson@tuckerhirise.com)>  
**Cc:** Silvana Crognale <[SCrognale@bondfield.com](mailto:SCrognale@bondfield.com)>; Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Subject:** FW:

Erwin and Frank

We apologize for the delay in submitting the Invoice package to you this month but there was a problem with the WSIB website and all companies had issues obtaining their reports on a timely basis. Furthermore we have been advised by WSIB that the certificates do not need to be project specific and as long as the Principal is correct it is valid for all projects. We would appreciate having the February invoice processed without any delay.

If you have an issue with this please put me in touch with your Manager

Thank you

---

**From:** Silvana Crognale  
**Sent:** February-23-18 2:22 PM  
**To:** Domenic Dipede  
**Subject:** FW:

595

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00004710  
Cheque Date Apr 30, 2018

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001 03/20/18	MOD Developments (197 Yonge) Limited Partnership Appl #: 30	60001,0	720,375.00	-72,037.50	0.00	648,337.50
Total Remittance			720,375.00	-72,037.50	.00	648,337.50

*15300  
MARCH/BILLING  
2018  
CR 1916*

**MOD Developments (197 Yonge) Limited Partnership**

600 - 550 Burrard St  
Vancouver, BC V6C 2B5

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00004710

DATE 0 4 3 0 2 0 1 8  
M M D D Y Y Y Y

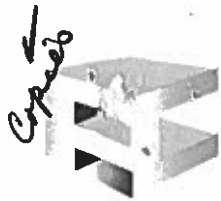
PAY \*Six Hundred Forty Eight Thousand Three Hundred Thirty Seven Dollars \$ \*\*\*\*\* 648,337.50  
\*50 Cents

Canada

TO THE ORDER OF Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Per \_\_\_\_\_  
Per \_\_\_\_\_

⑈00004710⑈ ⑆00112⑆010⑆ 70⑆39301⑈



# FORMA-CON CONSTRUCTION

( A DIVISION OF 1428508 ONTARIO LIMITED )

467 Pacific Road  
**596**  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013

**APPLICATION FOR PAYMENT**

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

**Project: 15300  
 MASSEY TOWER**

**Date: Mar 20/18**

**Appl #: 30**

*Mod 300*

		<b>Total</b>
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$19,130,000.00	
6. Holdback	\$1,913,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,913,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$17,217,000.00	\$17,217,000.00
	-----	
10. Less line 9 from previous application	\$16,643,250.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$573,750.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$3,212,000.00
		=====
13. GST/HST BN # 135726081	\$74,587.50	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$648,337.50 ✓	
	=====	



20 - FORMA-CON CONSTRUCTION

597

Billing Application

15300- MASSEY TOWER

Application Number - 30

Date - Mar 01/18 - Mar 31/18

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		450,000.00		450,000.00	450,000.00	0.00 0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		3,900,000.00		3,900,000.00	3,900,000.00	0.00 0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 30

Date - Mar 01/18 - Mar 31/18

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	100%	180,000.00	100%	180,000.00	0%	0.00	0.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	100%	162,500.00	0%	0.00	100%	162,500.00	0.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	100%	162,500.00	0%	0.00	100%	162,500.00	0.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	100%	162,500.00	0%	0.00	100%	162,500.00	0.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	100%	150,000.00	0%	0.00	100%	150,000.00	0.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		14,780,000.00		14,142,500.00		637,500.00	1,150,000.00
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	94%	19,130,000.00	91%	18,492,500.00	3%	637,500.00	1,299,000.00

20 - FORMA-CON CONSTRUCTION

599

Billing Application

15300- MASSEY TOWER

Application Number - 30

Date - Mar 01/18 - Mar 31/18

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete			
	Total Contract	20,429,000.00	94%	19,130,000.00	91%	18,492,500.00	3%	637,500.00	1,299,000.00
	Less Holdback on lines noted (*)			1,913,000.00		1,849,250.00		63,750.00	
	Holdback Subtotal			17,217,000.00		16,643,250.00		573,750.00	
	Plus GST/HST on 573,750.00 135726081							74,587.50	
	Total this Billing							648,337.50	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
										Pct/Value
C3039	WALL/COLUMN/LEVEL 40				200,000.00	100.00			200,000.00	.....
C3040	WALL/COLUMN/LEVEL 41				200,000.00	100.00			200,000.00	.....
C3041	WALL/COLUMN/LEVEL 42				200,000.00	100.00			200,000.00	.....
C3042	WALL/COLUMN/LEVEL 43				200,000.00	100.00			200,000.00	.....
C3043	WALL/COLUMN/LEVEL 44				200,000.00	100.00			200,000.00	.....
C3044	WALL/COLUMN/LEVEL 45				200,000.00	100.00			200,000.00	.....
C3045	WALL/COLUMN/LEVEL 46				180,000.00	100.00			180,000.00	.....
C3046	WALL/COLUMN/LEVEL 47				162,500.00	100.00			162,500.00	.....
C3047	WALL/COLUMN/LEVEL 48				162,500.00	100.00			162,500.00	.....
C3048	WALL/COLUMN/LEVEL 49				162,500.00	100.00			162,500.00	.....
C3049	WALL/COLUMN/LEVEL 50				162,500.00	100.00			162,500.00	.....
C3050	WALL/COLUMN/LEVEL 51				162,500.00	100.00			162,500.00	.....
C3051	WALL/COLUMN/LEVEL 52				162,500.00	0.00			0.00	100% .....
C3052	WALL/COLUMN/LEVEL 53				162,500.00	0.00			0.00	100% .....
C3053	WALL/COLUMN/LEVEL 54				162,500.00	0.00			0.00	100% .....
C3054	WALL/COLUMN/LEVEL 55				150,000.00	0.00			0.00	100% .....
C3055	WALL/COLUMN/LEVEL 56				150,000.00	0.00			0.00	.....
C3056	WALL/COLUMN/LEVEL 57				150,000.00	0.00			0.00	.....
C3057	WALL/COLUMN/LEVEL 58				150,000.00	0.00			0.00	.....
C3058	WALL/COLUMN/LEVEL 59				150,000.00	0.00			0.00	.....
C3059	WALL/COLUMN/LEVEL 60				150,000.00	0.00			0.00	.....
C3060	WALL/COLUMN/MPH				150,000.00	0.00			0.00	.....
C3061	WALL/COLUMN/EMR				150,000.00	0.00			0.00	.....
C3062	WALL/COLUMN/ROOF SLAB				100,000.00	0.00			0.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	Units	Pct	To Date	Value	Revised
										Pct/Value
					15,930,000.00				14,142,500.00	
C4000	DEMobilIZATION				149,000.00		0.00		0.00	.....
					20,429,000.00				18,492,500.00	

Additions to Contract  
 =====

Unapproved Additions o Contract  
 =====

.....										
<b>GRAND TOTAL</b>					<b>20,429,000.00</b>				<b>18,492,500.00</b>	
.....										

Holdback Released  
 =====

.....									
-------	--	--	--	--	--	--	--	--	--

==== End of Report ====

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date	Value	Revised Pct/Value
Contract							
*****							
<u>C1000 MOBILIZATION</u>							
C1001	CRANE ERECTION		300,000.00	100.00		300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00		150,000.00	.....
			-----			-----	
			450,000.00			450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>							
C2001	MAT SLAB		900,000.00	100.00		900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00		1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00		1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00		1,000,000.00	.....
			-----			-----	
			3,900,000.00			3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>							
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00		600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00		600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00		450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00		450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00		450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00		450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00		450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00		450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00		450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	100.00		450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	100.00		400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	100.00		400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	100.00		400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	100.00		400,000.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit	Pr	UOM	Amount	----- To Date -----		Revised
						Units	Pct	Value
C3015	WALL/COLUMN/LEVEL 16				300,000.00	100.00	300,000.00	.....
C3016	WALL/COLUMN/LEVEL 17				300,000.00	100.00	300,000.00	.....
C3017	WALL/COLUMN/LEVEL 18				300,000.00	100.00	300,000.00	.....
C3018	WALL/COLUMN/LEVEL 19				300,000.00	100.00	300,000.00	.....
C3019	WALL/COLUMN/LEVEL 20				300,000.00	100.00	300,000.00	.....
C3020	WALL/COLUMN/LEVEL 21				250,000.00	100.00	250,000.00	.....
C3021	WALL/COLUMN/LEVEL 22				250,000.00	100.00	250,000.00	.....
C3022	WALL/COLUMN/LEVEL 23				250,000.00	100.00	250,000.00	.....
C3023	WALL/COLUMN/LEVEL 24				250,000.00	100.00	250,000.00	.....
C3024	WALL/COLUMN/LEVEL 25				250,000.00	100.00	250,000.00	.....
C3025	WALL/COLUMN/LEVEL 26				200,000.00	100.00	200,000.00	.....
C3026	WALL/COLUMN/LEVEL 27				200,000.00	100.00	200,000.00	.....
C3027	WALL/COLUMN/LEVEL 28				200,000.00	100.00	200,000.00	.....
C3028	WALL/COLUMN/LEVEL 29				200,000.00	100.00	200,000.00	.....
C3029	WALL/COLUMN/LEVEL 30				200,000.00	100.00	200,000.00	.....
C3030	WALL/COLUMN/LEVEL 31				200,000.00	100.00	200,000.00	.....
C3031	WALL/COLUMN/LEVEL 32				200,000.00	100.00	200,000.00	.....
C3032	WALL/COLUMN/LEVEL 33				200,000.00	100.00	200,000.00	.....
C3033	WALL/COLUMN/LEVEL 34				200,000.00	100.00	200,000.00	.....
C3034	WALL/COLUMN/LEVEL 35				200,000.00	100.00	200,000.00	.....
C3035	WALL/COLUMN/LEVEL 36				200,000.00	100.00	200,000.00	.....
C3036	WALL/COLUMN/LEVEL 37				200,000.00	100.00	200,000.00	.....
C3037	WALL/COLUMN/LEVEL 38				200,000.00	100.00	200,000.00	.....
C3038	WALL/COLUMN/LEVEL 39				200,000.00	100.00	200,000.00	.....

64  
Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP	8 price st, toronto , ON, CAN	W200000DUZY 4	23-Feb-2018 to 19-May-2018



**THIS IS TO CERTIFY TO:** MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of insurance as herein described have been issued to the Insured named this date.

**NAMED INSURED:** Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER'S POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>(Applicable to Off Site Operations ONLY)</i> <i>(Wrap-Up Liability in effect for project noted herein)</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2018 to January 1, 2019
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungi, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation	\$29,000,000	January 1, 2018 to
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497	Policy #: CBC 0626497	Per occurrence	January 1, 2019
<b>THIRD PARTY AUTOMOBILE LIABILITY</b>	Northbridge General Insurance Corporation	\$1,000,000	January 1, 2018 to
- Owned Vehicles	Policy #: CBC0622946		January 1, 2019
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation	\$29,000,000	January 1, 2018 to
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946	Policy #: CBC0622946	Per occurrence	January 1, 2019
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>

**CONTRACTOR'S EQUIPMENT (Owned Schedule)** Northbridge General Insurance Corporation Equipment Owned and/or Long Term Leased by Named Insured  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0626497 January 1, 2018 to January 1, 2019

**WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE** to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: December 19, 2017  
 At the office of: MASTERS INSURANCE LIMITED  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

**MASTERS INSURANCE LIMITED**  
 PER   
 Daniela Gareri  
 (Authorized Representative)

**Silvana Crognale**

---

**From:** Matthew Henderson [matthew.henderson@tuckerhirise.com]  
**Sent:** March-20-18 9:27 AM  
**To:** Silvana Crognale  
**Cc:** Frank Nandlall; Erwin Thompson; Gordon Graham; Megan Tan  
**Subject:** Re: Monthly Progress.

Approved

Matthew Henderson  
Tucker HiRise Construction  
416-728-0262

----- Original message -----

**From:** Silvana Crognale <[SCrognale@bondfield.com](mailto:SCrognale@bondfield.com)>  
**Date:** 2018-03-20 9:24 AM (GMT-05:00)  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Cc:** Frank Nandlall <[frank.nandlall@tuckerhirise.com](mailto:frank.nandlall@tuckerhirise.com)>, Erwin Thompson <[erwin.thompson@tuckerhirise.com](mailto:erwin.thompson@tuckerhirise.com)>, Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Subject:** RE: Monthly Progress.

Matthew

I want to get the draw out to Tucker, but still have not seen the approval and it's due today. Please review and send.

Regards

Silvana

---

**From:** Gordon Graham  
**Sent:** March-18-18 7:40 PM  
**To:** Matthew Henderson  
**Cc:** Silvana Crognale  
**Subject:** Monthly Progress.

Matthew,  
Please find the attached progress draw for your review and approval.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766

 FORMACON CONSTRUCTION

# Statutory Declaration

Standard Construction Document

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

### Identification of Subcontract

The last application for progress payment for which the Declarant has received payment is No. 28  
dated the 25th day of January,  
in the year 2018.

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

Domenic DiPede

Position or Title (of office held with Subcontractor)

Chief Financial Officer

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 20th day of March,  
in the year 2018.  
City/Town and Province

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC  
9  
2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

**THIS IS TO CERTIFY TO:** MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

**NAMED INSURED:** Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>(Applicable to Off Site Operations ONLY)</i> <i>(Wrap-Up Liability in effect for project noted herein)</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2018 to January 1, 2019
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungi, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID Included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497			
<b>THIRD PARTY AUTOMOBILE LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2018 to January 1, 2019
- Owned Vehicles			
<b>UMBRELLA LIABILITY</b>	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946			
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		\$30,000,000	Per Occurrence
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		\$30,000,000	Per Occurrence

**CONTRACTOR'S EQUIPMENT (Owned Schedule)** Northbridge General Insurance Corporation Equipment Owned and/or Long Term Leased by Named Insured  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0626497 January 1, 2018 to January 1, 2019

**WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE** to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker HI-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: December 19, 2017  
 At the office of: MASTERS INSURANCE LIMITED  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

**MASTERS INSURANCE LIMITED**  
 PER   
 Daniela Gareri  
 (Authorized Representative)

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP	8 price st, toronto , ON, CAN	W200000DUZY 4	23-Feb-2018 to 19-May-2018

REMITTANCE ADVICE

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00004790 **610**  
Cheque Date May 31, 2018

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
04/19/18	Appl #: 31	60001,0	339,000.00	-33,900.00	0.00	305,100.00
Total Remittance			339,000.00	-33,900.00	.00	305,100.00

**MOD Developments (197 Yonge) Limited Partnership**  
600 - 550 Burrard St  
Vancouver, BC V6C 2B5

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6



CHEQUE NUMBER  
mas02-00004790

DATE 0 5 3 1 2 0 1 8  
M M D D Y Y Y Y

PAY \*Three Hundred Five Thousand One Hundred Dollars 00 Cents

\$ \*\*\*\*\* 305,100.00

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Canada  
Per   
Per 

⑈00004790⑈ ⑆00 1 1 200 10⑆ 70 3930 1⑈

*April / 2018*  
*CR 1931*  
*15300*



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

407 Basaltic Road

**611**  
Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

*Hold 300*

Project: 15300  
MASSEY TOWER

Date: Apr 19/18

Appl #: 31

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
5. Total Progress	\$19,430,000.00	
6. Holdback	\$1,943,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,943,000.00	
9. Total Progress Less Curr.Holdback (5-8)	\$17,487,000.00	\$17,487,000.00
10. Less line 9 from previous application	\$17,217,000.00	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$270,000.00	
12. Balance Unpaid Under Contract (4-9)		\$2,942,000.00
13. GST/HST BN # 135726081	\$35,100.00	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$305,100.00	

**From:** Gordon Graham  
**Sent:** April-19-18 3:24 PM  
**To:** Silvana Crognale  
**Subject:** FW: Monthly Progress  
**Attachments:** 15300 Massey Tower-Apri.pdf

---

**From:** Matthew Henderson [<mailto:matthew.henderson@tuckerhirise.com>]  
**Sent:** April-19-18 3:14 PM  
**To:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Subject:** RE: Monthly Progress

approved

Matthew Henderson  
Project Manager

**TUCKER HIRISE**

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4  
O 416.901.8857 ext 23  
C 416.728.0262  
E [matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)  
TUCKERHIRISE.COM

---

**From:** Gordon Graham [<mailto:GGraham@forma-con.com>]  
**Sent:** April-19-18 3:15 PM  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Subject:** Monthly Progress

For your review and approval.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766





Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00 0% 0.00 0.00*
		-----	-----	-----	-----	-----
		450,000.00		450,000.00		450,000.00 0.00 0.00
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00 0% 0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
		-----	-----	-----	-----	-----
		3,900,000.00		3,900,000.00		3,900,000.00 0.00 0.00
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00 0% 0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00 0% 0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00	100%	250,000.00 0% 0.00 0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00	100%	250,000.00 0% 0.00 0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00	100%	250,000.00 0% 0.00 0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00	100%	250,000.00 0% 0.00 0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00	100%	250,000.00 0% 0.00 0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 31

Date - Apr 01/18 - Apr 30/18

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	100%	180,000.00	100%	180,000.00	0%	0.00	0.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	100%	150,000.00	0%	0.00	100%	150,000.00	0.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	100%	150,000.00	0%	0.00	100%	150,000.00	0.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		15,080,000.00		14,780,000.00		300,000.00	850,000.00
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	95%	19,430,000.00	94%	19,130,000.00	1%	300,000.00	999,000.00

Application Number - 31

Date - Apr 01/18 - Apr 30/18

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
	Total Contract	20,429,000.00	95% 19,430,000.00	94% 19,130,000.00	1% 300,000.00	999,000.00
	Less Holdback on lines noted (*)		1,943,000.00	1,913,000.00	30,000.00	
	Holdback Subtotal		17,487,000.00	17,217,000.00	270,000.00	
	Plus GST/HST on 270,000.00 135726081				35,100.00	
	Total this Billing				305,100.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

# Statutory Declaration

616  
Standard Construction Document

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 29  
dated the 25th day of February,  
in the year 2018.

### Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
*Day Month Year*

Name of Contractor  
MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor  
FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant  
Domenic DiPede

Position or Title (of office held with Subcontractor)  
Chief Financial Officer

### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 20th day of April,

in the year 2018.  
*City/Town and Province*

[Signature]  
Signature of Declarant

[Signature]  
(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)  
*Solicitor in Ontario*

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC  
9  
2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

6

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP	8 price st, toronto , ON, CAN	W200000DUZY 4	23-Feb-2018 to 19-May-2018

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership

8 Price Street, 4th Floor  
Toronto, Ontario  
M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

**NAMED INSURED:** Forma Con Construction  
a Division of 1033803 Ontario Inc.  
407 Baseltic Road,  
Concord, Ontario  
L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>( Applicable to Off Site Operations ONLY )</i> <i>( Wrap-Up Liability in effect for project noted herein )</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2018 to January 1, 2019
Each Occurrence Limit: \$1,000,000 General Aggregate Limit: \$5,000,000 Products and Completed Operations Aggregate Limit: \$1,000,000 Non-Owned Automobile Liability: \$1,000,000 Including: - Personal Injury, Broad Form Property Damage & Completed Operations - Blanket Contractual Liability, Contingent Employers Liability - Mould and Fungi, XCU Exclusion deleted - Rip & Tear-completed operations (\$500,000 per claim / aggregate) - Cross Liability / Severability of Interest Clause, Owners Contractors Protective - Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b> - In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
<b>THIRD PARTY AUTOMOBILE LIABILITY</b> - Owned Vehicles	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2018 to January 1, 2019
<b>UMBRELLA LIABILITY</b> - In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>

**CONTRACTOR'S EQUIPMENT (Owned Schedule)** Northbridge General Insurance Corporation Equipment Owned and/or Long Term Leased by Named Insured  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0626497 January 1, 2018 to January 1, 2019

WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker HI-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: December 19, 2017

At the office of:

MASTERS INSURANCE LIMITED  
7501 Keele Street, Suite # 400  
Concord, Ontario, L4K 1Y2  
Tel: # 905-738-4164, Fax # 905-738-5143

MASTERS INSURANCE LIMITED

PER   
Daniela Gareri  
(Authorized Representative)

REMITTANCE ADVICE

619

FormaCon Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00004863  
Cheque Date Jun 30, 2018

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
060001	MOD Developments (197 Yonge) Limited Partnership					
05/23/18	Appl #: 32	60001,0	339,000.00	-33,900.00	0.00	305,100.00
Total Remittance			339,000.00	-33,900.00	.00	305,100.00

**MOD Developments (197 Yonge) Limited Partnership**

600 - 550 Burrard St  
Vancouver, BC V6C 2B5

CIBC  
1 ST CLAIR AVENUE WEST  
TORONTO, ON M4V 1K6

CHEQUE NUMBER  
mas02-00004863


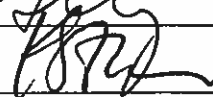
DATE 0 6 3 0 2 0 1 8  
M M D D Y Y Y Y

PAY \*Three Hundred Five Thousand One Hundred Dollars 00 Cents

\$ \*\*\*\*\* 305,100.00

Canada

TO THE ORDER OF  
Forma-Con Construction  
407 Basaltic Road  
Concord, ON L4K 4W8

Per   
Per 

⑈00004863⑈ ⑆00112⑆010⑆ 70⑆39301⑈

15300  
May Inu



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

407 Basaltic Road  
**620**  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

**APPLICATION FOR PAYMENT**

*Hold 300*

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

Project: 15300  
 MASSEY TOWER

Date: May 23/18

Appl #: 32

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
	=====	
5. Total Progress	\$19,730,000.00	
6. Holdback	\$1,973,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$1,973,000.00	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$17,757,000.00	\$17,757,000.00
	-----	
10. Less line 9 from previous application	\$17,487,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$270,000.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$2,672,000.00
		=====
13. GST/HST BN # 135726081	\$35,100.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$305,100.00	
	=====	



20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 32

Date - May 01/18 - May 31/18

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
=====						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00 100%	150,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		450,000.00		450,000.00	450,000.00	0.00 0.00
 <u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00 100%	900,000.00 0%	0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00 100%	1,000,000.00 0%	0.00 0.00*
		-----		-----	-----	-----
		3,900,000.00		3,900,000.00	3,900,000.00	0.00 0.00
 <u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00 100%	600,000.00 0%	0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00 100%	450,000.00 0%	0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00 100%	400,000.00 0%	0.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00 100%	300,000.00 0%	0.00 0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00 100%	250,000.00 0%	0.00 0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	100%	200,000.00 100%	200,000.00 0%	0.00 0.00*

20 - FORMA-CON CONSTRUCTION

Billing Application

15300- MASSEY TOWER

Application Number - 32

Date - May 01/18 - May 31/18

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	100%	180,000.00	100%	180,000.00	0%	0.00	0.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	100%	150,000.00	0%	0.00	100%	150,000.00	0.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	100%	150,000.00	0%	0.00	100%	150,000.00	0.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3060	WALL/COLUMN/MPH	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		15,380,000.00		15,080,000.00		300,000.00	550,000.00
		-----		-----		-----		-----	
C4000	DEMobilIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	97%	19,730,000.00	95%	19,430,000.00	1%	300,000.00	699,000.00

Billing Application

15300- MASSEY TOWER

Application Number - 32

Date - May 01/18 - May 31/18

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete			
	Total Contract	20,429,000.00	97%	19,730,000.00	95%	19,430,000.00	1%	300,000.00	699,000.00
	Less Holdback on lines noted (*)			1,973,000.00		1,943,000.00		30,000.00	
	Holdback Subtotal			17,757,000.00		17,487,000.00		270,000.00	
	Plus GST/HST on 270,000.00 135726081							35,100.00	
	Total this Billing							305,100.00	

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Approved by

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of insurance as herein described have been issued to the Insured named this date.

NAMED INSURED: Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM) (Applicable to Off Site Operations ONLY) (Wrap-Up Liability in effect for project noted herein)	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2018 to January 1, 2019
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungi, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497			
THIRD PARTY AUTOMOBILE LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2018 to January 1, 2019
- Owned Vehicles			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946			
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>

CONTRACTOR'S EQUIPMENT (Owned Schedule)  
 - All Risk, subject to policy Terms, Exclusions and Deductibles

Northbridge General Insurance Corporation  
 Policy #: CBC 0626497

Equipment Owned  
 and/or Long Term  
 Leased by Named  
 Insured

January 1, 2018 to  
 January 1, 2019

WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

COVERING: Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

NOTE: It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.


This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: December 19, 2017

At the office of:

MASTERS INSURANCE LIMITED  
 7801 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

MASTERS INSURANCE LIMITED

PER   
 Daniela Garen  
 (Authorized Representative)

# Statutory Declaration

## of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

### Identification of Subcontract

The last application for progress payment for which the Declarant has received payment is No. 30  
 dated the 25th day of March,  
 in the year 2018.

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Contractor

MOD Development (197 Yonge) Limited Partnership

Name of Subcontractor

FORMA-CON CONSTRUCTION

### Identification of Declarant

Name of Declarant

Domenic DiPede

Position or Title (of office held with Subcontractor)

Chief Financial Officer

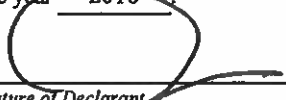
### Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City Of Vaughan this 20th day of May,  
City/Town and Province  
 in the year 2018

  
 Signature of Declarant

  
 (A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)  
 Solicitor in Ontario

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC  
 9  
 2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B - 2001.



Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

626

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP	8 price st, toronto , ON, CAN	W200000EHS0 U	22-May-2018 to 20-Jul-2018

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date	Value	Revised Pct/Value
Contract							
*****							
<u>C1000 MOBILIZATION</u>							
C1001	CRANE ERECTION		300,000.00	100.00		300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00		150,000.00	.....
			-----			-----	
			450,000.00			450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>							
C2001	MAT SLAB		900,000.00	100.00		900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00		1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00		1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00		1,000,000.00	.....
			-----			-----	
			3,900,000.00			3,900,000.00	
<u>C3000 GRND TO LEVEL, 60/MPH/ROOF</u>							
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00		600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00		600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00		450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00		450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00		450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00		450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00		450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00		450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00		450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	100.00		450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	100.00		400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	100.00		400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	100.00		400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	100.00		400,000.00	.....

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	Pct/Value
					Value	
C3015	WALL/COLUMN/LEVEL 16		300,000.00	100.00	300,000.00	.....
C3016	WALL/COLUMN/LEVEL 17		300,000.00	100.00	300,000.00	.....
C3017	WALL/COLUMN/LEVEL 18		300,000.00	100.00	300,000.00	.....
C3018	WALL/COLUMN/LEVEL 19		300,000.00	100.00	300,000.00	.....
C3019	WALL/COLUMN/LEVEL 20		300,000.00	100.00	300,000.00	.....
C3020	WALL/COLUMN/LEVEL 21		250,000.00	100.00	250,000.00	.....
C3021	WALL/COLUMN/LEVEL 22		250,000.00	100.00	250,000.00	.....
C3022	WALL/COLUMN/LEVEL 23		250,000.00	100.00	250,000.00	.....
C3023	WALL/COLUMN/LEVEL 24		250,000.00	100.00	250,000.00	.....
C3024	WALL/COLUMN/LEVEL 25		250,000.00	100.00	250,000.00	.....
C3025	WALL/COLUMN/LEVEL 26		200,000.00	100.00	200,000.00	.....
C3026	WALL/COLUMN/LEVEL 27		200,000.00	100.00	200,000.00	.....
C3027	WALL/COLUMN/LEVEL 28		200,000.00	100.00	200,000.00	.....
C3028	WALL/COLUMN/LEVEL 29		200,000.00	100.00	200,000.00	.....
C3029	WALL/COLUMN/LEVEL 30		200,000.00	100.00	200,000.00	.....
C3030	WALL/COLUMN/LEVEL 31		200,000.00	100.00	200,000.00	.....
C3031	WALL/COLUMN/LEVEL 32		200,000.00	100.00	200,000.00	.....
C3032	WALL/COLUMN/LEVEL 33		200,000.00	100.00	200,000.00	.....
C3033	WALL/COLUMN/LEVEL 34		200,000.00	100.00	200,000.00	.....
C3034	WALL/COLUMN/LEVEL 35		200,000.00	100.00	200,000.00	.....
C3035	WALL/COLUMN/LEVEL 36		200,000.00	100.00	200,000.00	.....
C3036	WALL/COLUMN/LEVEL 37		200,000.00	100.00	200,000.00	.....
C3037	WALL/COLUMN/LEVEL 38		200,000.00	100.00	200,000.00	.....
C3038	WALL/COLUMN/LEVEL 39		200,000.00	100.00	200,000.00	.....



Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
				Units	Pct	Value	Pct/Value
C3039	WALL/COLUMN/LEVEL 40		200,000.00		100.00	200,000.00	.....
C3040	WALL/COLUMN/LEVEL 41		200,000.00		100.00	200,000.00	.....
C3041	WALL/COLUMN/LEVEL 42		200,000.00		100.00	200,000.00	.....
C3042	WALL/COLUMN/LEVEL 43		200,000.00		100.00	200,000.00	.....
C3043	WALL/COLUMN/LEVEL 44		200,000.00		100.00	200,000.00	.....
C3044	WALL/COLUMN/LEVEL 45		200,000.00		100.00	200,000.00	.....
C3045	WALL/COLUMN/LEVEL 46		180,000.00		100.00	180,000.00	.....
C3046	WALL/COLUMN/LEVEL 47		162,500.00		100.00	162,500.00	.....
C3047	WALL/COLUMN/LEVEL 48		162,500.00		100.00	162,500.00	.....
C3048	WALL/COLUMN/LEVEL 49		162,500.00		100.00	162,500.00	.....
C3049	WALL/COLUMN/LEVEL 50		162,500.00		100.00	162,500.00	.....
C3050	WALL/COLUMN/LEVEL 51		162,500.00		100.00	162,500.00	.....
C3051	WALL/COLUMN/LEVEL 52		162,500.00		100.00	162,500.00	.....
C3052	WALL/COLUMN/LEVEL 53		162,500.00		100.00	162,500.00	.....
C3053	WALL/COLUMN/LEVEL 54		162,500.00		100.00	162,500.00	.....
C3054	WALL/COLUMN/LEVEL 55		150,000.00		100.00	150,000.00	.....
C3055	WALL/COLUMN/LEVEL 56		150,000.00		100.00	150,000.00	.....
C3056	WALL/COLUMN/LEVEL 57		150,000.00		100.00	150,000.00	.....
C3057	WALL/COLUMN/LEVEL 58		150,000.00		0.00	0.00	.....
C3058	WALL/COLUMN/LEVEL 59		150,000.00		0.00	0.00	.....
C3059	WALL/COLUMN/LEVEL 60		150,000.00		0.00	0.00	.....
C3060	WALL/COLUMN/MPH		150,000.00		0.00	0.00	.....
C3061	WALL/COLUMN/EMR		150,000.00		0.00	0.00	.....
C3062	WALL/COLUMN/ROOF SLAB		100,000.00		0.00	0.00	.....

100%

100%

0.0%

Line# Description	Unit Pr UOM	Amount	----- To Date -----		Revised
			Units Pct	Value	
		15,930,000.00			15,080,000.00
C4000 DEMOBILIZATION		149,000.00	0.00		0.00 .....
		20,429,000.00			19,430,000.00

Additions to Contract

=====

Unapproved Additions o Contract

=====

.....	.....	.....	.....	.....	.....
GRAND TOTAL		20,429,000.00			19,430,000.00
.....	.....	.....	.....	.....	.....

Holdback Released

=====


.....

==== End of Report ====

---

**From:** Gordon Graham  
**Sent:** May-23-18 8:41 AM  
**To:** Silvana Crognale  
**Attachments:** 15300- Massey Tower -May.pdf

Proceed.

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766  


# Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 30  
dated the 25th day of March,  
in the year 2018.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner

MOD Development (197 Yonge) Limited Partnership

Name of Contractor

FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant

Domenic Di Pede

Position or Title (of office held with Contractor)

Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 23rd day of May,  
in the year 2018.  
City/Town and Province

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

**From:** Gordon Graham  
**Sent:** May-23-18 11:35 AM  
**To:** Silvana Crognale  
**Subject:** FW: Monthly Progress

Here is site approval.

---

**From:** Matthew Henderson [<mailto:matthew.henderson@tuckerhirise.com>]  
**Sent:** May-18-18 8:19 AM  
**To:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Subject:** RE: Monthly Progress

Morning Gordon – I just tried to reach you by phone to discuss.

Level 60 has not yet started, this should be adjusted to 0%  
Level 59 slab is 60 % complete. This can be left at 100%

Matthew Henderson  
Project Manager

## TUCKER HIRISE

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

O 416.901.8857 ext 23  
C 416.728.0262  
E [matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)

TUCKERHIRISE.COM

---

**From:** Gordon Graham [<mailto:GGraham@forma-con.com>]  
**Sent:** May-18-18 8:08 AM  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Subject:** Fwd: Monthly Progress

Gordon Graham  
Forma-Con Construction  
416-678-6766


----- Original message -----

**From:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Date:** 2018-05-17 4:23 PM (GMT-05:00)  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Cc:** Silvana Crognale <[SCrognale@bondfield.com](mailto:SCrognale@bondfield.com)>  
**Subject:** Monthly Progress

Matthew,

Please find the attached for your review and approval.

634

Thank you,  
Gordon Graham  
[ggraham@forma-con.com](mailto:ggraham@forma-con.com)  
416-678-6766  


**From:** Frank Nandlall [frank.nandlall@tuckerhirise.com]  
**Sent:** May-23-18 11:30 AM  
**To:** Silvana Crognale  
**Cc:** Gordon Graham; Matthew Henderson; Megan Tan; Erwin Thompson  
**Subject:** Massey Tower - Site Approval & Statutory Declaration

*Gord  
sub billing  
23rd*

Silvana,

Thank you for sending me your progress invoice today May 23<sup>rd</sup> 2018. It is late and missing site the site approval and your stat dec should be ccdc 9a 2001.

Your invoice is on hold until you supply the required documents. This has become a monthly occurrence. Please this is your 32<sup>nd</sup> application. We shouldn't be making this type of mistakes.

Your urgent attention will ensure timely processing of your invoice.

Thanks

**Frank Nandlall**  
Accounts Payable Clerk

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

T 416.774.2626  
F 416.441.0142  
E [frank.nandlall@tuckerhirise.com](mailto:frank.nandlall@tuckerhirise.com)

[TUCKERHIRISE.COM](http://TUCKERHIRISE.COM)

**TUCKER  
HIRISE**

REMITTANCE ADVICE

malon

MOD Developments (197 Yonge) Limited Partnership  
Cheque Number mas02-00004977  
Cheque Date AUG 15, 2018

636

FORMA-CON CONSTRUCTION

06/30/18 Appl # 83

— 270,352<sup>50</sup> —

15200

**MOD Developments (197 Yonge) Limited Partnership**

600 - 550 Burrard St  
Vancouver, BC V6C 2B5

CIBC  
1 St Clair Avenue West  
Toronto, ON M4V 1K6

Cheque Number  
mas02-00004977

DATE 08 15 2018  
M M D D Y Y Y Y

Pay TWO HUNDRED SEVENTY THOUSAND THREE HUNDRED FIFTY TWO  
DOLLARS — 50 CENTS

\$ 270,352<sup>50</sup>

To FORMA-CON CONSTRUCTION  
The Order 407 BASALTIC ROAD  
Of CONCORD, ON, L4K 4W8

Per [Signature] Canada  
Per [Signature]

⑈00004977⑈ ⑆00112010⑆ 7039301⑈

June  
15200  
SPYMT  
34,747.80





# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO, INC.)

407 Basaltic Road  
637

Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

## APPLICATION FOR PAYMENT

ModD300

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: Jun 30/18

Appl #: 33

### Total

1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$0.00	
3. Unapproved Changes to Date	\$0.00	
4. Contract Amount to Date	\$20,429,000.00	\$20,429,000.00
5. Total Progress	\$20,030,000.00	
6. Holdback	\$2,003,000.00	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$2,003,000.00	
9. Total Progress Less Curr.Holdback (5-8)	\$18,027,000.00	\$18,027,000.00
10. Less line 9 from previous application	\$17,757,000.00	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$270,000.00	
12. Balance Unpaid Under Contract (4-9)		\$2,402,000.00
13. GST/HST BN # 135726081	\$35,100.00	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$305,100.00	

Line#	Description	Contract Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing	Balance to Complete
<b>Contract</b>						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C1002	TRAILER MOBILIZATION	150,000.00	100%	150,000.00	100%	150,000.00 0% 0.00 0.00*
		-----		-----		-----
		450,000.00		450,000.00		450,000.00 0.00 0.00
 <u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB	900,000.00	100%	900,000.00	100%	900,000.00 0% 0.00 0.00*
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
C2004	FDN WALL/COLUMN/GROUND FLR SLAB	1,000,000.00	100%	1,000,000.00	100%	1,000,000.00 0% 0.00 0.00*
		-----		-----		-----
		3,900,000.00		3,900,000.00		3,900,000.00 0.00 0.00
 <u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2	600,000.00	100%	600,000.00	100%	600,000.00 0% 0.00 0.00*
C3002	WALL/COLUMN/LEVEL 3	600,000.00	100%	600,000.00	100%	600,000.00 0% 0.00 0.00*
C3003	WALL/COLUMN/LEVEL 4	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3004	WALL/COLUMN/LEVEL 5	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3005	WALL/COLUMN/LEVEL 6	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3006	WALL/COLUMN/LEVEL 7	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3007	WALL/COLUMN/LEVEL 8	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3008	WALL/COLUMN/LEVEL 9	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3009	WALL/COLUMN/LEVEL 10	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3010	WALL/COLUMN/LEVEL 11	450,000.00	100%	450,000.00	100%	450,000.00 0% 0.00 0.00*
C3011	WALL/COLUMN/LEVEL 12	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3012	WALL/COLUMN/LEVEL 13	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3013	WALL/COLUMN/LEVEL 14	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3014	WALL/COLUMN/LEVEL 15	400,000.00	100%	400,000.00	100%	400,000.00 0% 0.00 0.00*
C3015	WALL/COLUMN/LEVEL 16	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3016	WALL/COLUMN/LEVEL 17	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3017	WALL/COLUMN/LEVEL 18	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3018	WALL/COLUMN/LEVEL 19	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3019	WALL/COLUMN/LEVEL 20	300,000.00	100%	300,000.00	100%	300,000.00 0% 0.00 0.00*
C3020	WALL/COLUMN/LEVEL 21	250,000.00	100%	250,000.00	100%	250,000.00 0% 0.00 0.00*
C3021	WALL/COLUMN/LEVEL 22	250,000.00	100%	250,000.00	100%	250,000.00 0% 0.00 0.00*
C3022	WALL/COLUMN/LEVEL 23	250,000.00	100%	250,000.00	100%	250,000.00 0% 0.00 0.00*
C3023	WALL/COLUMN/LEVEL 24	250,000.00	100%	250,000.00	100%	250,000.00 0% 0.00 0.00*
C3024	WALL/COLUMN/LEVEL 25	250,000.00	100%	250,000.00	100%	250,000.00 0% 0.00 0.00*
C3025	WALL/COLUMN/LEVEL 26	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*
C3026	WALL/COLUMN/LEVEL 27	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*
C3027	WALL/COLUMN/LEVEL 28	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*
C3028	WALL/COLUMN/LEVEL 29	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*
C3029	WALL/COLUMN/LEVEL 30	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*
C3030	WALL/COLUMN/LEVEL 31	200,000.00	100%	200,000.00	100%	200,000.00 0% 0.00 0.00*

Billing Application

15300- MASSEY TOWER

Application Number - 33

Date - Jun 01/18 - Jun 30/18

Line#	Description	Contract						Balance to Complete	
		Value	Pct-----To Date	Pct----Prev Billed	Pct---This Billing				
C3031	WALL/COLUMN/LEVEL 32	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3032	WALL/COLUMN/LEVEL 33	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3033	WALL/COLUMN/LEVEL 34	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3034	WALL/COLUMN/LEVEL 35	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3035	WALL/COLUMN/LEVEL 36	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3036	WALL/COLUMN/LEVEL 37	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3037	WALL/COLUMN/LEVEL 38	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3038	WALL/COLUMN/LEVEL 39	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3039	WALL/COLUMN/LEVEL 40	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3040	WALL/COLUMN/LEVEL 41	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3041	WALL/COLUMN/LEVEL 42	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3042	WALL/COLUMN/LEVEL 43	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3043	WALL/COLUMN/LEVEL 44	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3044	WALL/COLUMN/LEVEL 45	200,000.00	100%	200,000.00	100%	200,000.00	0%	0.00	0.00*
C3045	WALL/COLUMN/LEVEL 46	180,000.00	100%	180,000.00	100%	180,000.00	0%	0.00	0.00*
C3046	WALL/COLUMN/LEVEL 47	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3047	WALL/COLUMN/LEVEL 48	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3048	WALL/COLUMN/LEVEL 49	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3049	WALL/COLUMN/LEVEL 50	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3050	WALL/COLUMN/LEVEL 51	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3051	WALL/COLUMN/LEVEL 52	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3052	WALL/COLUMN/LEVEL 53	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3053	WALL/COLUMN/LEVEL 54	162,500.00	100%	162,500.00	100%	162,500.00	0%	0.00	0.00*
C3054	WALL/COLUMN/LEVEL 55	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
C3055	WALL/COLUMN/LEVEL 56	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
C3056	WALL/COLUMN/LEVEL 57	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
C3057	WALL/COLUMN/LEVEL 58	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
C3058	WALL/COLUMN/LEVEL 59	150,000.00	100%	150,000.00	100%	150,000.00	0%	0.00	0.00*
C3059	WALL/COLUMN/LEVEL 60	150,000.00	100%	150,000.00	0%	0.00	100%	150,000.00	0.00*
C3060	WALL/COLUMN/MPH	150,000.00	100%	150,000.00	0%	0.00	100%	150,000.00	0.00*
C3061	WALL/COLUMN/EMR	150,000.00	0%	0.00	0%	0.00	0%	0.00	150,000.00*
C3062	WALL/COLUMN/ROOF SLAB	100,000.00	0%	0.00	0%	0.00	0%	0.00	100,000.00*
		-----		-----		-----		-----	
		15,930,000.00		15,680,000.00		15,380,000.00		300,000.00	250,000.00
C4000	DEMOBILIZATION	149,000.00	0%	0.00	0%	0.00	0%	0.00	149,000.00*
		-----		-----		-----		-----	
Subtotal		20,429,000.00	98%	20,030,000.00	97%	19,730,000.00	1%	300,000.00	399,000.00

Billing Application

15300- MASSEY TOWER

Application Number - 33

Date - Jun 01/18 - Jun 30/18

Line#	Description	Contract Value	Pct-----To Date	Pct---Prev Billed	Pct---This Billing	Balance to Complete			
	Total Contract	20,429,000.00	98%	20,030,000.00	97%	19,730,000.00	1%	300,000.00	399,000.00
	Less Holdback on lines noted (*)			2,003,000.00		1,973,000.00		30,000.00	
	Holdback Subtotal			18,027,000.00		17,757,000.00		270,000.00	
	Plus GST/HST on 270,000.00 135726081							35,100.00	
	Total this Billing							305,100.00	

Approved by \_\_\_\_\_

Approved by \_\_\_\_\_

Line#	Description	Unit Pr UOM	Amount	Units Pct	To Date Value	Revised Pct/Value
<u>Contract</u>						
*****						
<u>C1000 MOBILIZATION</u>						
C1001	CRANE ERECTION		300,000.00	100.00	300,000.00	.....
C1002	TRAILER MOBILIZATION		150,000.00	100.00	150,000.00	.....
			-----		-----	
			450,000.00		450,000.00	
<u>C2000 BASEMENT 3 TO GROUND</u>						
C2001	MAT SLAB		900,000.00	100.00	900,000.00	.....
C2002	FDN WALL/COLUMN/BASEMENT 2 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2003	FDN WALL/COLUMN/BASEMENT 1 SLAB		1,000,000.00	100.00	1,000,000.00	.....
C2004	FDN WALL/COLUMN/GROUND FLR SLAB		1,000,000.00	100.00	1,000,000.00	.....
			-----		-----	
			3,900,000.00		3,900,000.00	
<u>C3000 GRND TO LEVEL 60/MPH/ROOF</u>						
C3001	WALL/COLUMN/LEVEL 2		600,000.00	100.00	600,000.00	.....
C3002	WALL/COLUMN/LEVEL 3		600,000.00	100.00	600,000.00	.....
C3003	WALL/COLUMN/LEVEL 4		450,000.00	100.00	450,000.00	.....
C3004	WALL/COLUMN/LEVEL 5		450,000.00	100.00	450,000.00	.....
C3005	WALL/COLUMN/LEVEL 6		450,000.00	100.00	450,000.00	.....
C3006	WALL/COLUMN/LEVEL 7		450,000.00	100.00	450,000.00	.....
C3007	WALL/COLUMN/LEVEL 8		450,000.00	100.00	450,000.00	.....
C3008	WALL/COLUMN/LEVEL 9		450,000.00	100.00	450,000.00	.....
C3009	WALL/COLUMN/LEVEL 10		450,000.00	100.00	450,000.00	.....
C3010	WALL/COLUMN/LEVEL 11		450,000.00	100.00	450,000.00	.....
C3011	WALL/COLUMN/LEVEL 12		400,000.00	100.00	400,000.00	.....
C3012	WALL/COLUMN/LEVEL 13		400,000.00	100.00	400,000.00	.....
C3013	WALL/COLUMN/LEVEL 14		400,000.00	100.00	400,000.00	.....
C3014	WALL/COLUMN/LEVEL 15		400,000.00	100.00	400,000.00	.....

Progress Billing Worksheet  
 20 - FORMA-CON CONSTRUCTION  
 15300 MASSEY TOWER

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Revised
				Units	Pct	Pct/Value
					Value	
C3015	WALL/COLUMN/LEVEL 16		300,000.00		100.00	300,000.00 .....
C3016	WALL/COLUMN/LEVEL 17		300,000.00		100.00	300,000.00 .....
C3017	WALL/COLUMN/LEVEL 18		300,000.00		100.00	300,000.00 .....
C3018	WALL/COLUMN/LEVEL 19		300,000.00		100.00	300,000.00 .....
C3019	WALL/COLUMN/LEVEL 20		300,000.00		100.00	300,000.00 .....
C3020	WALL/COLUMN/LEVEL 21		250,000.00		100.00	250,000.00 .....
C3021	WALL/COLUMN/LEVEL 22		250,000.00		100.00	250,000.00 .....
C3022	WALL/COLUMN/LEVEL 23		250,000.00		100.00	250,000.00 .....
C3023	WALL/COLUMN/LEVEL 24		250,000.00		100.00	250,000.00 .....
C3024	WALL/COLUMN/LEVEL 25		250,000.00		100.00	250,000.00 .....
C3025	WALL/COLUMN/LEVEL 26		200,000.00		100.00	200,000.00 .....
C3026	WALL/COLUMN/LEVEL 27		200,000.00		100.00	200,000.00 .....
C3027	WALL/COLUMN/LEVEL 28		200,000.00		100.00	200,000.00 .....
C3028	WALL/COLUMN/LEVEL 29		200,000.00		100.00	200,000.00 .....
C3029	WALL/COLUMN/LEVEL 30		200,000.00		100.00	200,000.00 .....
C3030	WALL/COLUMN/LEVEL 31		200,000.00		100.00	200,000.00 .....
C3031	WALL/COLUMN/LEVEL 32		200,000.00		100.00	200,000.00 .....
C3032	WALL/COLUMN/LEVEL 33		200,000.00		100.00	200,000.00 .....
C3033	WALL/COLUMN/LEVEL 34		200,000.00		100.00	200,000.00 .....
C3034	WALL/COLUMN/LEVEL 35		200,000.00		100.00	200,000.00 .....
C3035	WALL/COLUMN/LEVEL 36		200,000.00		100.00	200,000.00 .....
C3036	WALL/COLUMN/LEVEL 37		200,000.00		100.00	200,000.00 .....
C3037	WALL/COLUMN/LEVEL 38		200,000.00		100.00	200,000.00 .....
C3038	WALL/COLUMN/LEVEL 39		200,000.00		100.00	200,000.00 .....

Line#	Description	Unit Pr UOM	Amount	----- To Date -----		Value	Revised Pct/Value
				Units	Pct		
C3039	WALL/COLUMN/LEVEL 40		200,000.00	100.00		200,000.00 .....	
C3040	WALL/COLUMN/LEVEL 41		200,000.00	100.00		200,000.00 .....	
C3041	WALL/COLUMN/LEVEL 42		200,000.00	100.00		200,000.00 .....	
C3042	WALL/COLUMN/LEVEL 43		200,000.00	100.00		200,000.00 .....	
C3043	WALL/COLUMN/LEVEL 44		200,000.00	100.00		200,000.00 .....	
C3044	WALL/COLUMN/LEVEL 45		200,000.00	100.00		200,000.00 .....	
C3045	WALL/COLUMN/LEVEL 46		180,000.00	100.00		180,000.00 .....	
C3046	WALL/COLUMN/LEVEL 47		162,500.00	100.00		162,500.00 .....	
C3047	WALL/COLUMN/LEVEL 48		162,500.00	100.00		162,500.00 .....	
C3048	WALL/COLUMN/LEVEL 49		162,500.00	100.00		162,500.00 .....	
C3049	WALL/COLUMN/LEVEL 50		162,500.00	100.00		162,500.00 .....	
C3050	WALL/COLUMN/LEVEL 51		162,500.00	100.00		162,500.00 .....	
C3051	WALL/COLUMN/LEVEL 52		162,500.00	100.00		162,500.00 .....	
C3052	WALL/COLUMN/LEVEL 53		162,500.00	100.00		162,500.00 .....	
C3053	WALL/COLUMN/LEVEL 54		162,500.00	100.00		162,500.00 .....	
C3054	WALL/COLUMN/LEVEL 55		150,000.00	100.00		150,000.00 .....	
C3055	WALL/COLUMN/LEVEL 56		150,000.00	100.00		150,000.00 .....	
C3056	WALL/COLUMN/LEVEL 57		150,000.00	100.00		150,000.00 .....	
C3057	WALL/COLUMN/LEVEL 58		150,000.00	100.00		150,000.00 .....	
C3058	WALL/COLUMN/LEVEL 59		150,000.00	100.00		150,000.00 .....	
/ C3059	WALL/COLUMN/LEVEL 60		150,000.00	0.00	100%	0.00 .....	
/ C3060	WALL/COLUMN/MPH		150,000.00	0.00	100%	0.00 .....	
C3061	WALL/COLUMN/EMR		150,000.00	0.00		0.00 .....	
C3062	WALL/COLUMN/ROOF SLAB		100,000.00	0.00		0.00 .....	

Line# Description	Unit Pr UOM	Amount	----- To Date -----		Revised	
			Units	Pct		Value
		15,930,000.00			15,380,000.00	
C4000 DEMOBILIZATION		149,000.00		0.00	0.00	.....
		20,429,000.00			19,730,000.00	

Additions to Contract

=====

Unapproved Additions o Contract

=====

GRAND TOTAL		20,429,000.00			19,730,000.00	
-------------	--	---------------	--	--	---------------	--

Holdback Released

=====

==== End of Report ====



# Statutory Declaration of Progress Payment Distribution by Contractor

CCDC 9A - 2001

To be made by the Contractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or  
 release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 31  
dated the 25th day of April,  
in the year 2018.

## Identification of Contract

Name of Contract (Location and description of the Work as it appears in the Contract Documents)

Massey Tower, 197 Yonge Street, Toronto, Ontario

Date of Contract: 19th December 2014  
Day Month Year

Name of Owner

MOD Deveopment (197 Yonge ) Limited Partnership

Name of Contractor

FORMA-CON CONSTRUCTION

## Identification of Declarant

Name of Declarant

Domenic Di Pede

Position or Title (of office held with Contractor)

Chief Financial Officer

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor named in the Contract identified above, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in City of Vaughan this 23rd day of June,  
City/Town and Province

in the year 2018.

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

9

2001

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A - 2001.

CCDC

Copyright 2001

Canadian Construction Documents Committee

Clearance Certificate / Certificat de décharge

646

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP	8 price st, toronto , ON, CAN	W200000EHS0 U	22-May-2018 to 20-Jul-2018

**THIS IS TO CERTIFY TO:** MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the insured named this date.

**NAMED INSURED:** Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
<b>COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)</b> <i>(Applicable to Off Site Operations ONLY)</i> <i>(Wrap-Up Liability in effect for project noted herein)</i>	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2018 to January 1, 2019
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungus, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability			
<b>UMBRELLA LIABILITY</b> - In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
<b>THIRD PARTY AUTOMOBILE LIABILITY</b> - Owned Vehicles	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2018 to January 1, 2019
<b>UMBRELLA LIABILITY</b> - In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		\$30,000,000	Per Occurrence
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		\$30,000,000	Per Occurrence

**CONTRACTOR'S EQUIPMENT (Owned Schedule)**  
 - All Risk, subject to policy Terms, Exclusions and Deductibles

Northbridge General Insurance Corporation  
 Policy #: CBC 0626497

Equipment Owned and/or Long Term Leased by Named Insured

January 1, 2018 to  
 January 1, 2019

**WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE** to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

**COVERING:** Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

**NOTE:** It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: December 19, 2017

At the office of: **MASTERS INSURANCE LIMITED**  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4184, Fax # 905-738-5143

**MASTERS INSURANCE LIMITED**  
 PER   
 Daniela Gerer  
 (Authorized Representative)

**From:** Gordon Graham  
**Sent:** June-20-18 2:17 PM  
**To:** Silvana Crognale  
**Subject:** Fwd: Monthly draw.  
**Attachments:** JUNE-15300 MASSY TOWER(1).pdf

Gordon Graham  
Forma-Con Construction  
416-678-6766

----- Original message -----

**From:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Date:** 2018-06-20 1:38 PM (GMT-05:00)  
**To:** Gordon Graham <[GGraham@forma-con.com](mailto:GGraham@forma-con.com)>  
**Subject:** FW: Monthly draw.

C3059 and C3060 approved at 100%

**Matthew Henderson**  
Project Manager

**TUCKER HIRISE**

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4  
O 416.901.8857 ext 23  
C 416.728.0262  
E [matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)  
TUCKERHIRISE.COM

---

**From:** Gordon Graham [<mailto:GGraham@forma-con.com>]  
**Sent:** June-20-18 1:28 PM  
**To:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>  
**Subject:** Monthly draw.

Matthew,  
I am thinking 100% for lines C3059 & C3060.

Gordon Graham  
Forma-Con Construction  
416-678-6766

**From:** Silvana Crognale  
**Sent:** June-20-18 3:06 PM  
**To:** 'Frank Nandall'  
**Cc:** 'Erwin Thompson'  
**Subject:** June Progress Draw - Massey Tower  
**Attachments:** 20180620150808618.pdf

Hi Frank/Erwin

Please find attached the June progress Draw for Massey Tower.

Courier has been dispatched.

Thanks  
Silvana

Sunbael  
70704027-00 D1  
18026  
3+1455 ✓

650  
 407 Basaltic Road  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)



APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

Project: 15300  
 MASSEY TOWER

Date: Jul 20/18

Appl #: 34

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$122,042.58	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,551,042.58	\$20,551,042.58
	=====	
5. Total Progress	\$20,302,042.58	
6. Holdback	\$2,030,204.26	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$2,030,204.26	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$18,271,838.32	\$18,271,838.32
	-----	
10. Less line 9 from previous application	\$18,027,000.00	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$244,838.32	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$2,279,204.26
		-----
13. GST/HST BN # 135726081	\$31,828.98	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$276,667.30	
	=====	

**TUCKER HIRISE  
 CONSTRUCTION INC.**

COST CODE	PROJECT
ACCTNG	
PROJ. MGR.	
OWNER	

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP	8 price st, toronto , ON, CAN	W200000EHS0 U	22-May-2018 to 20-Jul-2018

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP	8 price st, toronto , ON, CAN	W200000EHS0 U	22-May-2018 to 20-Jul-2018 ✓





# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

653  
407 Basaltic Road  
Concord, Ontario  
L4K 4W8

Phone (905) 303-8010  
Fax (905) 303-8013

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: Aug 20/18

Appl #: 35

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$122,042.58	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,551,042.58	\$20,551,042.58
	=====	
5. Total Progress	\$20,387,042.58	
6. Holdback	\$2,038,704.26	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$2,038,704.26	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$18,348,338.32	\$18,348,338.32
	-----	
10. Less line 9 from previous application	\$18,271,838.32	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$76,500.00	
	=====	
12. Balance Unpaid Under Contract (4-9)		\$2,202,704.26
		-----
13. GST/HST BN # 135726081	\$9,945.00	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$86,445.00	
	=====	

**TUCKER HIRISE  
CONSTRUCTION INC.**

COST CODE	PROJECT
ACCTNG	
PROJ. MGR.	
OWNER	

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validité (jj/mm/aaaa)
1033803 ONTARIO INC. / FORMA-CON CONSTRUCTION / FORMA FINISHING	407 BASALTIC RD, CONCORD, ON, L4K4W8, CA	4224-001: Concrete Finishing 4222-001: Form Work (High- Rise) 4222-002: Form Work (Low- Rise)	MOD DEVELOPMENTS (197 YONGE) LP	8 PRICE ST, TORONTO, ON, M4W 1Z4, CAN	W200000EO0Z E	25-Jul-2018 to 22-Sep-2018

## CERTIFICATE OF INSURANCE - 18-19-028

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership

8 Price Street, 4th Floor  
Toronto, Ontario  
M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

NAMED INSURED: Forma Con Construction  
a Division of 1033803 Ontario Inc.  
407 Basaltic Road,  
Concord, Ontario  
L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
----------	--------------------	-------	---------------

COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM) (Applicable to Off Site Operations ONLY) (Wrap-Up Liability in effect for project noted herein)	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2018 to January 1, 2019
--	--	--	---------------------------------------

Each Occurrence Limit:	\$1,000,000
General Aggregate Limit:	\$5,000,000
Products and Completed Operations Aggregate Limit:	\$1,000,000
Non-Owned Automobile Liability:	\$1,000,000
Including:	
- Personal Injury, Broad Form Property Damage & Completed Operations	
- Blanket Contractual Liability, Contingent Employers Liability	
- Mould and Fungi, XCU Exclusion deleted	
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)	
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective	
- Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability	

UMBRELLA LIABILITY - In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
--	--	--------------------------------	---------------------------------------

THIRD PARTY AUTOMOBILE LIABILITY - Owned Vehicles	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2018 to January 1, 2019
--	---	-------------	---------------------------------------

UMBRELLA LIABILITY - In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
--	---	--------------------------------	---------------------------------------

TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)	\$30,000,000	Per Occurrence
TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)	\$30,000,000	Per Occurrence

CONTRACTOR'S EQUIPMENT (Owned Schedule) - All Risk, subject to policy Terms, Exclusions and Deductibles	Northbridge General Insurance Corporation Policy #: CBC 0626497	Equipment Owned and/or Long Term Leased by Named Insured	January 1, 2018 to January 1, 2019
--	--	---	---------------------------------------

WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

COVERING: Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

NOTE: It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this:

December 19, 2017

At the office of:

MASTERS INSURANCE LIMITED  
7501 Keele Street, Suite # 400  
Concord, Ontario, L4K 1Y2  
Tel: # 805-738-4164, Fax # 805-738-5143

MASTERS INSURANCE LIMITED

PER   
Daniela Genari  
(Authorized Representative)

656  
407 Basaltic Road

Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013



# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

## APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Project: 15300  
MASSEY TOWER

Date: Aug 20/18

Appl #: 35

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$122,042.58	
3. Unapproved Changes to Date	\$0.00	
4. Contract Amount to Date	\$20,551,042.58	\$20,551,042.58
5. Total Progress	\$20,387,042.58	
6. Holdback	\$2,038,704.26	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$2,038,704.26	
9. Total Progress Less Curr.Holdback (5-8)	\$18,348,338.32	\$18,348,338.32
10. Less line 9 from previous application	\$18,271,838.32	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$76,500.00	
12. Balance Unpaid Under Contract (4-9)		\$2,202,704.26
13. GST/HST BN # 135726081	\$9,945.00	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$86,445.00	

**TUCKER HIRISE  
CONSTRUCTION INC.**

COST CODE	PROJECT
ACCTNG	
PROJ. MGR.	
OWNER	

407 Basaltic Road  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013



**FORMA-CON CONSTRUCTION**  
 (A DIVISION OF 1033803 ONTARIO INC.)

APPLICATION FOR PAYMENT

MOD DEVELOPMENTS (197 YONGE) LP  
 c/o TUCKER HIRISE CONSTRUCTION  
 3755 VICTORIA PARK AVENUE  
 TORONTO, ONTARIO M1W 3Z4

Project: 15300  
 MASSEY TOWER

Date: Nov 22/18

Appl #: 36

Total

1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$127,450.18	
3. Unapproved Changes to Date	\$0.00	
4. Contract Amount to Date	\$20,556,450.18	\$20,556,450.18
5. Total Progress	\$20,392,450.18	
6. Holdback	\$2,039,245.02	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$2,039,245.02	
9. Total Progress Less Curr.Holdback (5-8)	\$18,353,205.16	\$18,353,205.16
10. Less line 9 from previous application	\$18,348,338.32	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$4,866.84	
12. Balance Unpaid Under Contract (4-9)		\$2,203,245.02
13. GST/HST BN # 135726081	\$632.69	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$5,499.53	

**TUCKER HIRISE  
 CONSTRUCTION INC.**

COST CODE	PROJECT
AGGREG	
PROG MGR.	
OWNER	

# WORK ORDER

658  
1749



## FORMA-CON CONSTRUCTION

(A DIVISION OF 1428508 ONTARIO LIMITED)

407 Basaltic Road, Concord, Ontario, L4K 4W8  
Phone (905) 303-8010 Fax (905) 303-8013 Email: formacon@mail2.tube.com

GENERAL CONTRACTOR Tucker H. Rise  
PROJECT Army 4 base DATE Oct 19/18

NO.	SUPPLY OF LABOUR	HOURS	TOTAL
	Carpenter		
	Labourer		
<u>2</u>	Cement Finisher	<u>Head</u>	<u>22</u>
	Crane		
	Crane Operator		
	Swamper		
	Steelmen		

WORK PERFORMED:  
yard & doors on 61 floor

MATERIAL / EQUIPMENT:  
\* Hours verified

Authorized By: Peter Jaganick  
(Signature)  
Print Name: Peter Jaganick

# Appendix “U”





**Esther Mann**  
**ksv advisory inc.**

150 King Street West, Suite 2308  
Toronto, Ontario, M5H 1J9  
T +1 416 932 6009  
F +1 416 932 6266

emann@ksvadvisory.com

---

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HIRISE CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3Z4

Re: Massey Tower

Dear MOD DEVELOPMENTS (197 YONGE) LP,

Pursuant to an order made on November 19, 2018 (the "Receivership Date") by the Ontario Superior Court of Justice, KSV Kofman Inc. was appointed as receiver and manager (the "Receiver") of the business and assets of 1033803 Ontario Inc. (operating as Forma-Con Construction and Forma Finishing, the "Company").

On December 14, 2018, the Receiver completed a Court approved transaction with an affiliate of Advance Forming Inc. ("AFI") for certain of the assets of the Company, including the revenue generated by the Company from and including the Receivership Date to closing of the Transaction on December 14, 2018.

As you know, the Company invoiced you on November 22nd, 2018 in the amount of \$5,499.53 (the "Invoice") with respect to work on the Project for the month of November 2018. We are writing to advise that the Invoice should be cancelled and the two invoices enclosed should be paid, on the following basis:

- the invoice for work performed from November 1 to November 18, 2018 is payable to the Company; and
- the invoice for work performed from November 19, 2018 to November 30, 2018 is payable to AFI.

Payment instructions can be found on AFI's invoice

All invoices issued by the Company for the period prior to November remain payable to the Company. All invoices for work performed after December 1, 2018 will be issued by AFI.

If you have any questions, please contact the undersigned at 416.276-0960.

Yours truly,

KSV KOFMAN INC.  
AS COURT APPOINTED RECEIVER OF THE COMPANY  
AND NOT IN ITS PERSONAL OR ANY OTHER CAPACITY

Per: Esther Mann





**FORMA-CON CONSTRUCTION**  
 ( A DIVISION OF 1033803 ONTARIO INC.)

407 Basalton **661**  
 Concord, Ontario  
 L4K 4W8

Phone (905) 303-8010  
 Fax (905) 303-8013

APPLICATION FOR PAYMENT  
 MOD DEVELOPMENTS (197  
 YONGE) LP  
 c/o TUCKER HIRISE  
 CONSTRUCTION  
 3755 VICTORIA PARK  
 AVENUE  
 TORONTO, ONTARIO M1W 3Z4

Project: 15300  
 MASSEY TOWER

Date: Dec 21/18  
 Appl #: 36

1. Original Contract Sum	\$20,429,000.00
2. Authorized Changes to Date	\$0.00
3. Unapproved Changes to Date	\$0.00
	-----
4. Contract Amount to Date	\$20,429,000.00
	=====
5. Total Progress	\$20,392,450.18
6. Holdback \$2,039,245.02	
7. Holdback Released \$0.00	
8. Current Holdback (6-7)	\$2,039,245.02
	-----
9. Total Progress Less Curr.Holdback (5-8)	\$18,353,205.16
10. Less line 9 from previous application	\$18,348,338.32
	-----
11. NET AMOUNT FOR THIS APPLICATION (9-10)	\$4,866.84
	=====
12. Amount Payable to AFI (for work performed November 19, 2018 to November 30, 2018)	\$2,190.08
	-----
13. Amount Payable for work performed November 1, 2018 to November 18, 2018 (11-12)	\$2,676.76
	=====
14. GST/HST BN # 135726081	\$347.98
	-----
15. TOTAL AMOUNT PAYABLE THIS APPLICATION (13+14)	\$3,024.74
	=====





# FORMA-CON CONSTRUCTION

(A DIVISION OF 1033803 ONTARIO INC.)

407 Basaltic Road

**663**  
Concord, Ontario

L4K 4W8

Phone (905) 303-8010

Fax (905) 303-8013

**APPLICATION FOR PAYMENT**

MOD DEVELOPMENTS (197 YONGE) LP  
c/o TUCKER HYRISH CONSTRUCTION  
3755 VICTORIA PARK AVENUE  
TORONTO, ONTARIO M1W 3E4

Project: 15300  
MASSEY TOWER

Date: Nov 22/18

Appl #: 36

		Total
1. Original Contract Sum	\$20,429,000.00	
2. Authorized Changes to Date	\$127,450.18	
3. Unapproved Changes to Date	\$0.00	
	-----	
4. Contract Amount to Date	\$20,556,450.18	\$20,556,450.18
	-----	
5. Total Progress	\$20,392,450.18	
6. Holdback	\$2,039,245.02	
7. Holdback Released	\$0.00	
8. Current Holdback (6-7)	\$2,039,245.02	
	-----	
9. Total Progress Less Curr.Holdback (5-8)	\$18,353,205.16	\$18,353,205.16
	-----	
10. Less line 9 from previous application	\$18,348,338.32	
	-----	
11. NET AMOUNT PAYABLE THIS APPLICATION (9-10)	\$4,866.84	
	-----	
12. Balance Unpaid Under Contract (4-9)		\$2,203,245.02
		-----
13. GST/HST BN # 135726081	\$632.69	
	-----	
14. TOTAL AMOUNT PAYABLE THIS APPLICATION (11+13)	\$5,499.53	
	-----	

Please make payment due as follows:

45% payable to ADVANCE FORMING INC.	\$	2,474.79
55% payable to FORMACON CONSTRUCTION	\$	3,024.74
		-----
<b>TOTAL</b>	<b>\$</b>	<b>5,499.53</b>
		-----



# Appendix “V”

## CERTIFICATE OF INSURANCE - 17-18-028A

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership

8 Price Street, 4th Floor  
Toronto, Ontario  
M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

NAMED INSURED: Forma Con Construction  
a Division of 1033803 Ontario Inc.  
407 Basaltic Road,  
Concord, Ontario  
L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM) (Applicable to Off Site Operations ONLY) (Wrap-Up Liability in effect for project noted herein)	Northbridge General Insurance Corporation Policy #: CBC 0626497		January 1, 2017 to January 1, 2018
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungi, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID Included), Hook Liability, Tenants Legal Liability			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC 0626497	\$19,000,000 Per occurrence	January 1, 2017 to January 1, 2018
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0626497			
THIRD PARTY AUTOMOBILE LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2017 to January 1, 2018
- Owned Vehicles			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2017 to January 1, 2018
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946			
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$20,000,000</b>	<b>Per Occurrence</b>
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>

CONTRACTOR'S EQUIPMENT (Owned Schedule)	Northbridge General Insurance Corporation Policy #: CBC 0626497	Equipment Owned and/or Long Term Leased by Named Insured	January 1, 2017 to January 1, 2018
- All Risk, subject to policy Terms, Exclusions and Deductibles			

- WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

COVERING: Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

NOTE: It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this: February 3, 2017

At the office of:

MASTERS INSURANCE LIMITED  
7501 Keele Street, Suite # 400  
Concord, Ontario, L4K 1Y2  
Tel: # 905-738-4164, Fax # 905-738-5143

MASTERS INSURANCE LIMITED

PER

  
 Claire Sturgeon  
 (Authorized Representative)

## CERTIFICATE OF INSURANCE - 18-19-028

THIS IS TO CERTIFY TO: MOD Developments (197 Yonge) Limited Partnership  
 8 Price Street, 4th Floor  
 Toronto, Ontario  
 M4W 1Z4

that Policy(ies) of Insurance as herein described have been issued to the Insured named this date.

NAMED INSURED: Forma Con Construction  
 a Division of 1033803 Ontario Inc.  
 407 Basaltic Road,  
 Concord, Ontario  
 L4K 4W8

COVERAGE	INSURER & POLICY #	LIMIT	POLICY PERIOD
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM) <i>( Applicable to Off Site Operations ONLY )</i> <i>( Wrap-Up Liability in effect for project noted herein )</i>	Northbridge General Insurance Corporation Policy #: CBC 0628497		January 1, 2018 to January 1, 2019
Each Occurrence Limit:		\$1,000,000	
General Aggregate Limit:		\$5,000,000	
Products and Completed Operations Aggregate Limit:		\$1,000,000	
Non-Owned Automobile Liability:		\$1,000,000	
Including:			
- Personal Injury, Broad Form Property Damage & Completed Operations			
- Blanket Contractual Liability, Contingent Employers Liability			
- Mould and Fungus, XCU Exclusion deleted			
- Rip & Tear-completed operations (\$500,000 per claim / aggregate)			
- Cross Liability / Severability of Interest Clause, Owners Contractors Protective			
- Contingent Wrap-up Liability (DID included), Hook Liability, Tenants Legal Liability			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC 0628497	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
- In excess of Underlying Commercial General Liability Limit - Policy # CBC 0628497			
THIRD PARTY AUTOMOBILE LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$1,000,000	January 1, 2018 to January 1, 2019
- Owned Vehicles			
UMBRELLA LIABILITY	Northbridge General Insurance Corporation Policy #: CBC0622946	\$29,000,000 Per occurrence	January 1, 2018 to January 1, 2019
- In excess of Third Party Automobile Liability Limits - Policy # CBC 0622946			
<b>TOTAL LIMIT OF LIABILITY (COMMERCIAL GENERAL LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>
<b>TOTAL LIMIT OF LIABILITY (THIRD PARTY AUTOMOBILE LIABILITY)</b>		<b>\$30,000,000</b>	<b>Per Occurrence</b>

CONTRACTOR'S EQUIPMENT (Owned Schedule) Northbridge General Insurance Corporation Equipment Owned and/or Long Term Leased by Named Insured  
 - All Risk, subject to policy Terms, Exclusions and Deductibles Policy #: CBC 0628497 January 1, 2018 to January 1, 2019

WAIVER OF SUBROGATION ON CONTRACTORS EQUIPMENT COVERAGE to be provided in favour of the Certificate Holder(s), but only when the partial or sole negligence of the Certificate Holder(s) is not the proximate cause of the loss or damage.

COVERING: Work usual to the operations of the Named Insured with respect to: Massey Tower - 179 Yonge Street, Toronto, Ontario

NOTE: It is agreed that MOD Developments (197 Yonge) Limited Partnership, Tucker Hi-Rise Construction Inc. is(are) added as Additional Insured(s) with respect to Commercial General Liability and Umbrella Liability and then only with respect to liability arising out of the operations of the Named Insured at the above noted project / location.

It is further agreed that MOD Developments (197 Yonge) Limited Partnership will be given 60 days prior written notice of cancellation with respect to Commercial General Liability and Umbrella Liability and 15 days with respect to Third Party Liability (Owned vehicles), except where Statutory Conditions apply.

This Certificate of Insurance does not in any way amend or alter the terms, conditions and exclusions of the policies mentioned above.

Dated at Concord, Ontario this:

December 19, 2017

At the office of:

MASTERS INSURANCE LIMITED  
 7501 Keele Street, Suite # 400  
 Concord, Ontario, L4K 1Y2  
 Tel: # 905-738-4164, Fax # 905-738-5143

MASTERS INSURANCE LIMITED

PER   
 Daniela Geraci  
 (Authorized Representative)

# Appendix “W”



**To:** 'Pieter Jagarnauth'[pieter.jagarnauth@tuckerhirise.com]  
**Cc:** Daniel Rioux[DRioux@forma-con.com]; Brendan Flood[BFlood@forma-con.com]  
**From:** Gordon Graham[GGraham@forma-con.com]  
**Sent:** Mon 10/26/2015 8:22:23 PM (UTC-04:00)  
**Subject:** RE: Massey Hall: lifting drill rig

## ADDRESS:

Forma-Con Construction  
407 Basaltic Road, Concorde  
ON L4K 4W8

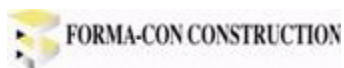
The insurance must list Forma-Con Construction as additional insured. Exactly as high-lighted in blue.

Forma-Con Construction  
(A DIVISION OF 1428508 ONTARIO LIMITED)

Going forward, please also include Daniel and Brendan (my peeps) on all e-mails.

Thank you,

Gordon Graham  
416 678-6766  
ggraham@forma-con.com



---

**From:** Pieter Jagarnauth [mailto:pieter.jagarnauth@tuckerhirise.com]  
**Sent:** October-26-15 3:00 PM  
**To:** Gordon Graham  
**Cc:** Matthew Henderson; Bruce Rogers  
**Subject:** FW: Massey Hall: lifting drill rig

As discussed please see the correspondence below with regards to the drill rig for the Massey Hall job, please review and indicate whether you can approve the specified weights below. Once approved I will work with the company to ensure they have the necessary insurance. I understand that you typically have the company rig their own equipment but I would feel more comfortable if your forces perform the rigging. Let me know your thoughts.

Thanks

**Pieter Jagarnauth**  
Assistant Site Manager

**TUCKER HIRISE**

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

T 647.280.6334  
F 416.441.0142  
E [pieter.jagarnauth@tuckerhirise.com](mailto:pieter.jagarnauth@tuckerhirise.com)

TUCKERHIRISE.COM

---

**From:** Michael Diez de Aux [mailto:mdiezdeaux@terraprobe.ca]  
**Sent:** October-26-15 1:37 PM  
**To:** Pieter Jagarnauth <[pieter.jagarnauth@tuckerhirise.com](mailto:pieter.jagarnauth@tuckerhirise.com)>  
**Cc:** Jason Crowder <[jcrowder@terraprobe.ca](mailto:jcrowder@terraprobe.ca)>; Serena Oyama <[soyama@terraprobe.ca](mailto:soyama@terraprobe.ca)>; Bruce Rogers

<[bruce.rogers@tuckerhirise.com](mailto:bruce.rogers@tuckerhirise.com)>; Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>; Jessey Holdsworth <[jessey.holdsworth@tuckerhirise.com](mailto:jessey.holdsworth@tuckerhirise.com)>

**Subject:** RE: Massey Hall: lifting drill rig

670

Pieter,

- The drill rig fully unloaded is about 16,200 lbs.
- We can use straps to lift the augers into the hole
- The rig is about 30 years old, so no spec sheet, but the driller will send some photos shortly. It is a CME 55 drill, mounted on a bombardier track. See attached for generic photo.
- The insurance form will take about a day to turn around. Can you please send me an address for this company?
- We are tentatively booked for next Monday, November 2. As of right now this is the earliest we can get there. Please confirm.

Michael Diez de Aux MAsc PEng  
Geotechnical Engineer

**TERRAPROBE INC.**

Consulting Geotechnical & Environmental Engineering  
Construction Materials, Inspection & Testing  
11 Indell Lane, Brampton ON L6T 3Y3  
t. (905) 796-2650 x184  
c. (647) 688-6453  
[terraprobe.ca](http://terraprobe.ca)

---

**From:** Pieter Jagarnauth [<mailto:pieter.jagarnauth@tuckerhirise.com>]

**Sent:** Monday, October 26, 2015 12:22 PM

**To:** Michael Diez de Aux <[mdiezdeaux@terraprobe.ca](mailto:mdiezdeaux@terraprobe.ca)>

**Cc:** Jason Crowder <[jcrowder@terraprobe.ca](mailto:jcrowder@terraprobe.ca)>; Serena Oyama <[soyama@terraprobe.ca](mailto:soyama@terraprobe.ca)>; Bruce Rogers <[bruce.rogers@tuckerhirise.com](mailto:bruce.rogers@tuckerhirise.com)>; Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>; Jessey Holdsworth <[jessey.holdsworth@tuckerhirise.com](mailto:jessey.holdsworth@tuckerhirise.com)>

**Subject:** RE: Massey Hall: lifting drill rig

Please see my responses below in red.

**Pieter Jagarnauth**  
Assistant Site Manager

**TUCKER HIRISE**

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

T 647.280.6334

F 416.441.0142

E [pieter.jagarnauth@tuckerhirise.com](mailto:pieter.jagarnauth@tuckerhirise.com)

TUCKERHIRISE.COM

---

**From:** Michael Diez de Aux [<mailto:mdiezdeaux@terraprobe.ca>]

**Sent:** October-26-15 9:42 AM

**To:** Pieter Jagarnauth <[pieter.jagarnauth@tuckerhirise.com](mailto:pieter.jagarnauth@tuckerhirise.com)>

**Cc:** Jason Crowder <[jcrowder@terraprobe.ca](mailto:jcrowder@terraprobe.ca)>; Serena Oyama <[soyama@terraprobe.ca](mailto:soyama@terraprobe.ca)>

**Subject:** RE: Massey Hall: lifting drill rig

Sorry, forgot one point:

- Depending on urgency, cost of finding alternative rigging, etc, you could get a crane truck in to do the lift. **This would have to approved by the owner.**
- It will take about half a day to install these wells. We can do this work in under a day for crane truck pricing purposes. You would also have to supply traffic control etc. for the mobile crane for one day.
- You would need to verify that mobile crane loads are ok for the shoring.

671

Michael Diez de Aux MAsc PEng  
Geotechnical Engineer

**TERRAPROBE INC.**

Consulting Geotechnical & Environmental Engineering  
Construction Materials, Inspection & Testing  
11 Indell Lane, Brampton ON L6T 3Y3  
t. (905) 796-2650 x184  
c. (647) 688-6453  
[terraprobe.ca](http://terraprobe.ca)

---

**From:** Michael Diez de Aux  
**Sent:** Monday, October 26, 2015 9:22 AM  
**To:** 'pieter.jagarnauth@tuckerhirise.com' <[pieter.jagarnauth@tuckerhirise.com](mailto:pieter.jagarnauth@tuckerhirise.com)>  
**Cc:** Jason Crowder <[jcrowder@terraprobe.ca](mailto:jcrowder@terraprobe.ca)>; Serena Oyama <[soyama@terraprobe.ca](mailto:soyama@terraprobe.ca)>  
**Subject:** Massey Hall: lifting drill rig

Hi Pieter,

As per our discussion just now:

- We have a drill rig available this week that weighs 18,000 lbs fully loaded. If we remove all the augers and kit, we can likely get it down under 17,600 lbs. The weight is known from prior lifts with crane trucks. **Please confirm and forward the unloaded rig weight ASAP so the forming contractor can review and approve.**
- There are no hooks. The rig is typically lifted by shackling the frame directly and using nylon straps and spreader bars. **If you can provide the spec. sheet or model number we can review the rigging requirements**
- If we can have some kind of bin/container to easily lift the augers and other misc kit into the hole, that will help. We do not have one, so it would be done with nylon straps if there are no convenient bins available. Lifting it fully loaded at 18,000 lbs is easiest but it depends on the crane capacity. **This can be done with straps**

The driller will need to provide proof of liability insurance with the tower crane operator named. Please name **"Forma-Con Construction ( A DIVISON OF 1428502 ONTARIO LIMITED)"** as an additional insurer for the liability insurance.

I will follow up on the liability insurance certificate. Please confirm the rigging (and bin, which we had not discussed). The drill rig is ready to go this week. Next week, we need to find another drill rig.

Thanks,

Michael Diez de Aux MAsc PEng  
Geotechnical Engineer

**TERRAPROBE INC.**

Consulting Geotechnical & Environmental Engineering  
Construction Materials, Inspection & Testing  
11 Indell Lane, Brampton ON L6T 3Y3  
t. (905) 796-2650 x184  
c. (647) 688-6453  
[terraprobe.ca](http://terraprobe.ca)

# Appendix “X”

**To:** Gordon Graham [ggraham@forma-con.com]  
**Cc:** Bruce Rogers[bruce.rogers@tuckerhirise.com]; Brendan Flood(bflood@forma-con.com)[bflood@forma-con.com]; Jessey Holdsworth[jessey.holdsworth@tuckerhirise.com]; Matthew Henderson[matthew.henderson@tuckerhirise.com]; Brian Couto (bcouto@forma-con.com)[bcouto@forma-con.com] **673**  
**From:** Pieter Jagarnauth[pieter.jagarnauth@tuckerhirise.com]  
**Sent:** Thur 10/29/2015 12:04:59 PM (UTC-04:00)  
**Subject:** FW: Massey Hall: Bothwell Accurate's lifting insurance  
[multi.pdf](#)

Please see attached the required insurance to use the crane from Bothwell Accurate for your records.

Thanks

**Pieter Jagarnauth**  
Assistant Site Manager

**TUCKER HIRISE**

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

T 647.280.6334  
F 416.441.0142  
E [pieter.jagarnauth@tuckerhirise.com](mailto:pieter.jagarnauth@tuckerhirise.com)

TUCKERHIRISE.COM

---

**From:** Ravi Khatri [mailto:RKhatri@bothwell-accurate.com]  
**Sent:** October-29-15 12:01 PM  
**To:** Pieter Jagarnauth <[pieter.jagarnauth@tuckerhirise.com](mailto:pieter.jagarnauth@tuckerhirise.com)>  
**Cc:** Luigi Fortini <[LFortini@bothwell-accurate.com](mailto:LFortini@bothwell-accurate.com)>  
**Subject:** Massey Hall: lifting insurance

Pieter,

Please find attached the insurance as per requested.  
Regards,

**Ravi Khatri | Estimator - Waterproofing**  
6675 Rexwood Road | Mississauga, ON L4V 1V1  
**Cell:** 416.676.2159 | [RKhatri@bothwell-accurate.com](mailto:RKhatri@bothwell-accurate.com)



**Proud Local Roofer of the RCACI:**  
Your Team of Local Roofing Experts Providing Dependable  
Solutions at the National Level.  
[www.rcaci.ca](http://www.rcaci.ca)

**PH:** 905.673.0615 ext 228 | **FX:** 905.362.2942  
**TF:** 1.800.762.9682 | [www.barooof.com](http://www.barooof.com)

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Messages sent to and from us may be monitored.

Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Therefore, we do not accept responsibility for any errors or omissions that are present in this message, or any attachment, that have arisen as a result of e-mail transmission. If verification is required, please request a hard-copy version. Any views or opinions presented are solely those of the author and do not necessarily represent those of the company.

Any views or opinions presented in this email are solely those of Ravi Khatri and do not necessarily represent those of Bothwell-Accurate. Employees of Bothwell-Accurate are expressly required not to make defamatory statements and not to infringe or authorize any infringement of copyright or any other legal right by email communications. Any such communication is contrary to company policy and outside the scope of the employment of the individual concerned. Bothwell-Accurate will not accept any liability in respect of such communication, and the employee responsible will be personally liable for any damages or other liability arising.

# CERTIFICATE OF INSURANCE

**ISSUE DATE (MM/DD/YY)**

10/29/2015

**BROKER**



**HUB International HKMB Limited**  
 595 Bay Street, Ste 900  
 Toronto, ON M5G 2E3  
 PHONE: 416-597-0008 FAX: 416-597-2313

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

674

Company A	Continental Casualty Company
Company B	Royal & Sun Alliance Ins. Co. of Canada
Company C	
Company D	
Company E	

**INSURED'S FULL NAME AND MAILING ADDRESS**

Bothwell-Accurate Co. Inc.  
 6675 Rexwood Road  
 Mississauga, ON L4V 1V1

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input checked="" type="checkbox"/> HIRED AUTOMOBILE	A	MPR2988669	10/31/2015	10/31/2016	EACH OCCURRENCE	\$ 2,000,000
					GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS - COMP/OP AGGREGATE	\$ 2,000,000
					PERSONAL INJURY	\$ 2,000,000
					EMPLOYER'S LIABILITY	\$ 2,000,000
					TENANT'S LEGAL LIABILITY	\$ 1,000,000
					NON-OWNED AUTOMOBILE	\$ 2,000,000
					HIRED AUTOMOBILE	\$ 75,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input checked="" type="checkbox"/> ALL OWNED AUTOMOBILES <input checked="" type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> GARAGE LIABILITY <small>**ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>	A	CAE2988672	10/31/2015	10/31/2016	BODILY INJURY PROPERTY DAMAGE COMBINED	\$ 2,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	B	COM044494367	10/31/2015	10/31/2016	EACH OCCURRENCE	\$ 8,000,000
					AGGREGATE	\$ 8,000,000
<b>OTHER (SPECIFY)</b>						\$
						\$
						\$
						\$
						\$

**DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS/ ADDITIONAL INSURED**

Project: Massey Hall Revitalization (BA #15160RK)

The Certificate Holder and Forma-Con Construction ( A DIVISION OF 1428508 ONTARIO LIMITED) is added as Additional Insured(s) to the Commercial General Liability Policy but only with respect to vicarious liability arising out of the operations of the Named Insured.

**CERTIFICATE HOLDER**

The Corporation of Massey Hall and Roy Thompson Hall  
 60 Simcoe Street  
 Toronto, ON M5J 2H5

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOUR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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

# Appendix “Y”

**To:** Gordon Graham [ggraham@forma-con.com]  
**Cc:** Brendan Flood (bflood@forma-con.com)[bflood@forma-con.com]; Bruce Rogers[bruce.rogers@tuckerhirise.com]; Daniel Rioux[DRioux@forma-con.com]; Brian Couto (bcouto@forma-con.com)[bcouto@forma-con.com]  
**From:** Pieter Jagarnauth[pieter.jagarnauth@tuckerhirise.com]  
**Sent:** Tue 11/24/2015 7:16:27 AM (UTC-05:00)  
**Subject:** Massey Hall - Mini Drill Rig

**676**

[Forma-Con Construction - 2015.pdf](#)  
[CERT - 15-16 COI - Forma-Con Construction - REVISED.pdf](#)  
[Des DSC 6122.JPG](#)

Terraprobe has managed to find a substantial smaller drill rig at 3500 lbs (picture attached) with which to install the 3 monitoring wells in the Hall tomorrow. Please review the attached insurance policy for the driller and approve. Additionally I have attached an insurance policy for Graff who will be on standby should their services be needed to core the bedrock if the mini drill cannot complete.

Thanks

**Pieter Jagarnauth**  
Assistant Site Manager

**TUCKER HIRISE**

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

T 647.280.6334

F 416.441.0142

E pieter.jagarnauth@tuckerhirise.com

TUCKERHIRISE.COM



**CERTIFICATE OF INSURANCE****NAMED INSURED**

THE GRAFF COMPANY ULC  
3210 AMERICAN DRIVE  
MISSISSAUGA, ON L4V 1B3

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

**INSURANCE COMPANIES AFFORDING COVERAGE**

COMPANY  
A Zurich Insurance Company Ltd.

COMPANY  
B Intact Insurance Company

COMPANY  
C

COMPANY  
D

**CERTIFICATE HOLDER**

FORMA-CON CONSTRUCTION (A DIVISION OF 1428508  
ONTARIO LIMITED)  
407 BASALTIC ROAD, CONCORD, ON L4K 4W8

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

**LIMITS ARE IN CANADIAN DOLLARS UNLESS INDICATED OTHERWISE.**

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
					AMOUNT	DESCRIPTION
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY	A	8608900	2014/12/31	2015/12/31	\$ 2,000,000	EACH OCCURRENCE
					\$ 10,000,000	GENERAL AGGREGATE
					\$ 2,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE
					\$ 2,000,000	PERSONAL & ADVERTISING INJURY LIABILITY
					\$ 250,000	TENANT'S LEGAL LIABILITY

**ADDITIONAL INSURED:** FORMA-CON CONSTRUCTION (A DIVISION OF 1428508 ONTARIO LIMITED), but only with respect to liability arising out of the operations of the Named Insured.

<b>NON-OWNED AUTOMOBILE LIABILITY</b>	A	8608900	2014/12/31	2015/12/31	\$ 2,000,000	EACH OCCURRENCE
<b>AUTOMOBILE LIABILITY</b> ALL OWNED & LONG TERM LEASED AUTOMOBILES <input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> BLANKET	B	730503916	2014/12/31	2015/12/31	\$ 2,000,000	BODILY INJURY & PROPERTY DAMAGE COMBINED
<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER	A	8608901	2014/12/31	2015/12/31	\$ 8,000,000	EACH OCCURRENCE
					\$ 8,000,000	AGGREGATE
<b>PROPERTY BROAD FORM</b> <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> ACTUAL CASH VALUE		N/A				
<b>OTHER (specify)</b>		N/A				

**DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:****BROKER**

The CG&B Group, part of Arthur J. Gallagher Canada Limited  
120 South Town Centre Blvd.  
Markham, ON L6G 1C3

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail **30** days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINT NAME

BRENDA POWRIE

DATE (YYYY/MM/DD)

2015/11/23

# Appendix “Z”

**To:** Gordon Graham[GGraham@forma-con.com]; Mike Kennedy[Mkenedy@forma-con.com]; Serge Pereira[SPereira@forma-con.com]; BrendanFlood[BFlood@forma-con.com]  
**Cc:** Matthew Henderson[matthew.henderson@tuckerhirise.com]; Jessey Holdsworth[jessey.holdsworth@tuckerhirise.com]; Nicholas Iordanis[nicholas.iordanis@tuckerhirise.com]; Pieter Jagarnauth[pieter.jagarnauth@tuckerhirise.com] **679**  
**From:** Bruce Rogers[bruce.rogers@tuckerhirise.com]  
**Sent:** Fri 10/7/2016 10:56:26 AM (UTC-04:00)  
**Subject:** Nortex Roofing insurance  
[Norex roofing.pdf](#)  
[Nortex insurance certificate.pdf](#)

Gordon

Please find attached Nortex Roofing Insurance Certificate adding Forma-con as well as crew safety training including aerial lift training.

Regards,

**Bruce Rogers**

Site Manager – Massey Tower & Hall

**TUCKER HIRISE**

197 Yonge Street.

Toronto, ON M5B 1M4

T 416.901.8857 ext. 22

C 416.473.0942

E bruce.rogers@tuckerhirise.com

TUCKERHIRISE.COM

# CERTIFICATE OF INSURANCE

**DATE**  
(YYYY/MM/DD)  
**6806-10-07**

**BROKER**  
**Jones DesLauriers Insurance Management Inc.**  
2375 Skymark Avenue  
Mississauga, Ontario, L4W 4Y6  
Tel: (416) 259-4625 Fax: (416) 259-7178



This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED	COMPANIES AFFORDING COVERAGE	
<b>NORTEX ROOFING LTD.</b> 66 Six Point Road Toronto, ON M8Z 2X2	COMPANY A	Intact Insurance Company
	COMPANY B	Unica Insurance Inc.
	COMPANY C	
	COMPANY D	

**COVERAGES**  
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies exclusions and conditions of such policies. **LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS	
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b>	5JA095526	2016/02/20	2017/02/20	BODILY INJURY & PROPERTY DAMAGE INCLUSIVE LIMITS	\$5,000,000.
	<input type="checkbox"/> CLAIMS MADE				GENERAL AGGREGATE	\$5,000,000.
	<input checked="" type="checkbox"/> OCCURRENCE				PRODUCTS / COMPLETED OPERATIONS AGGREGATE	\$5,000,000.
	<input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS				PERSONAL INJURY	\$5,000,000.
	<input checked="" type="checkbox"/> PERSONAL INJURY				EMPLOYERS' LIABILITY	\$1,000,000.
	<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY				TENANTS LEGAL LIABILITY	\$500,000.
	<input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY				NON-OWNED AUTOMOBILE	\$5,000,000.
	<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE					
<b>B</b>	<b>AUTOMOBILE</b>	YFHOAC8650	2016/07/31	2017/07/31	THIRD PARTY LIABILITY	\$2,000,000.
	<input type="checkbox"/> DESCRIBED AUTOMOBILES				DEDUCTIBLE	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					
	<input checked="" type="checkbox"/> LEASED AUTOMOBILES					
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL CONDITIONS/OTHER:** **Note: Limits are Stated in Canadian Dollars.**

**Description of Operations: Roofing Contractor**  
**Project: General Construction Services for New Roof Membranes, Elgin and Winter Garden Theatre Centre, 189 Yonge Steet, Toronto, ON**

Forma-con a Division of 1428508 Ontario Ltd., are added as Additional Insured but only with respect to liability arising solely out of the operations of the Named Insured and only with respect to Commercial General Liability Policy No. 5JA095526.

CERTIFICATE HOLDER	CANCELLATION
<b>Forma-con a Division of 1428508 Ontario Ltd.</b> 407 Baltic Road Concord, ON L4K 4W8	Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail <b>(30) days</b> written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.  AUTHORIZED REPRESENTATIVE: Jones DesLauriers Insurance Management Inc. 

# Appendix “AA”

**To:** Gordon Graham[GGraham@forma-con.com]  
**From:** Bruce Rogers[bruce.rogers@tuckerhirise.com]  
**Sent:** Tue 4/4/2017 11:12:22 AM (UTC)  
**Subject:** RE: Primo mechanical insurance doc for crane lifts

OK I'll get it changed.

Regards,

**Bruce Rogers**  
Site Manager – Massey Tower & Hall

**TUCKER HIRISE**

197 Yonge Steet.  
Toronto, ON M5B 1M4

T 416.901.8857 ext. 22  
C 416.473.0942  
E [bruce.rogers@tuckerhirise.com](mailto:bruce.rogers@tuckerhirise.com)

TUCKERHIRISE.COM

---

**From:** Gordon Graham [mailto:GGraham@forma-con.com]  
**Sent:** Tuesday, April 04, 2017 7:11 AM  
**To:** Bruce Rogers <[bruce.rogers@tuckerhirise.com](mailto:bruce.rogers@tuckerhirise.com)>  
**Subject:** Re: Primo mechanical insurance doc for crane lifts

That is no longer the correct.

Also, we are not looking for a certificate of insurance, we are looking to be named as additional insurance.

Thank you,  
Gordon Graham  
[Ggraham@forma-con.com](mailto:Ggraham@forma-con.com)  
416-678-6766

---

**From:** Bruce Rogers  
**Sent:** Tuesday, April 4, 2017 07:03  
**To:** Gordon Graham  
**Subject:** RE: Primo mechanical insurance doc for crane lifts

Has the company been sold? Or is the crane owned by another entity?  
Previous certificates were to Forma-con Const. div. of 1428508 Ont. Ltd.

Regards,

**Bruce Rogers**  
Site Manager – Massey Tower & Hall

**TUCKER HIRISE**

197 Yonge Steet.  
Toronto, ON M5B 1M4

T 416.901.8857 ext. 22  
C 416.473.0942  
E [bruce.rogers@tuckerhirise.com](mailto:bruce.rogers@tuckerhirise.com)

TUCKERHIRISE.COM

---

**From:** Gordon Graham [<mailto:GGraham@forma-con.com>]

**Sent:** Tuesday, April 04, 2017 6:53 AM

**To:** Bruce Rogers <[bruce.rogers@tuckerhirise.com](mailto:bruce.rogers@tuckerhirise.com)>; Brendan Flood <[BFlood@forma-con.com](mailto:BFlood@forma-con.com)>; O'Niel Satchwell <[OSatchwell@forma-con.com](mailto:OSatchwell@forma-con.com)>; Mike Kennedy <[Mkennedy@forma-con.com](mailto:Mkennedy@forma-con.com)>

**Cc:** Matthew Henderson <[matthew.henderson@tuckerhirise.com](mailto:matthew.henderson@tuckerhirise.com)>; Jessey Holdsworth <[jessey.holdsworth@tuckerhirise.com](mailto:jessey.holdsworth@tuckerhirise.com)>; Nicholas Iordanis <[nicholas.iordanis@tuckerhirise.com](mailto:nicholas.iordanis@tuckerhirise.com)>; Pieter Jagarnauth <[pieter.jagarnauth@tuckerhirise.com](mailto:pieter.jagarnauth@tuckerhirise.com)>

683

**Subject:** Re: Primo mechanical insurance doc for crane lifts

Bruce,

This certificate is insufficient.

1. The company name is Forma-Construction( a division of 1033803 Ontario Inc).
2. We must be named as additional insured in the bottom right corner beside Mod and Tucker.

Thank you,

Gordon Graham

[Ggraham@forma-con.com](mailto:Ggraham@forma-con.com)

416-678-6766

---

**From:** Bruce Rogers

**Sent:** Tuesday, April 4, 2017 06:14

**To:** Gordon Graham; Brendan Flood; O'Niel Satchwell

**Cc:** Matthew Henderson; Jessey Holdsworth; Nicholas Iordanis; Pieter Jagarnauth

**Subject:** Primo mechanical insurance doc for crane lifts

Gordon

Please find attached copy of Primo Mechanical insurance documentation re: crane lifts to 9<sup>th</sup> floor mechanical room.

Regards,

**Bruce Rogers**

Site Manager – Massey Tower & Hall

**TUCKER HIRISE**

197 Yonge Street.

Toronto, ON M5B 1M4

T 416.901.8857 ext. 22

C 416.473.0942

E [bruce.rogers@tuckerhirise.com](mailto:bruce.rogers@tuckerhirise.com)

TUCKERHIRISE.COM

# Appendix “BB”



**To:** naz[naz@primomechanical.com]; 'Paul Francinelli'[paulf@primomechanical.com]  
**Cc:** Gordon Graham[GGraham@forma-con.com]; Matthew Henderson[matthew.henderson@tuckerhirise.com]; Jessey Holdsworth[jessey.holdsworth@tuckerhirise.com]; Nicholas Iordanis[nicholas.iordanis@tuckerhirise.com]  
**From:** Bruce Rogers[bruce.rogers@tuckerhirise.com]  
**Sent:** Tue 4/4/2017 11:14:27 AM (UTC)  
**Subject:** FW: Primo mechanical insurance doc for crane lifts

685

Please see comments from Gordon Graham, please ensure new documentation is in place ASAP.  
They do NOT need a certificate of insurance, they need to be named as additional insured.

Regards,

**Bruce Rogers**  
Site Manager – Massey Tower & Hall

**TUCKER HIRISE**

197 Yonge Street.  
Toronto, ON M5B 1M4

T 416.901.8857 ext. 22  
C 416.473.0942  
E bruce.rogers@tuckerhirise.com

TUCKERHIRISE.COM

---

**From:** Gordon Graham [mailto:GGraham@forma-con.com]  
**Sent:** Tuesday, April 04, 2017 6:53 AM  
**To:** Bruce Rogers <bruce.rogers@tuckerhirise.com>; Brendan Flood <BFlood@forma-con.com>; O’Niel Satchwell <OSatchwell@forma-con.com>; Mike Kennedy <Mkenedy@forma-con.com>  
**Cc:** Matthew Henderson <matthew.henderson@tuckerhirise.com>; Jessey Holdsworth <jessey.holdsworth@tuckerhirise.com>; Nicholas Iordanis <nicholas.iordanis@tuckerhirise.com>; Pieter Jagarnauth <pieter.jagarnauth@tuckerhirise.com>  
**Subject:** Re: Primo mechanical insurance doc for crane lifts

Bruce,  
This certificate is insufficient.

1. The company name is Forma-Construction( a division of 1033803 Ontario Inc).
2. We must be named as additional insured in the bottom right corner beside Mod and Tucker.

Thank you,  
Gordon Graham  
[Ggraham@forma-con.com](mailto:Ggraham@forma-con.com)  
416-678-6766

---

**From:** Bruce Rogers  
**Sent:** Tuesday, April 4, 2017 06:14  
**To:** Gordon Graham; Brendan Flood; O’Niel Satchwell  
**Cc:** Matthew Henderson; Jessey Holdsworth; Nicholas Iordanis; Pieter Jagarnauth  
**Subject:** Primo mechanical insurance doc for crane lifts

Gordon  
Please find attached copy of Primo Mechanical insurance documentation re: crane lifts to 9<sup>th</sup> floor mechanical room.

Regards,

**Bruce Rogers**  
Site Manager – Massey Tower & Hall

# TUCKER HIRISE

197 Yonge Street.

Toronto, ON M5B 1M4

686

T 416.901.8857 ext. 22

C 416.473.0942

E [bruce.rogers@tuckerhirise.com](mailto:bruce.rogers@tuckerhirise.com)

TUCKERHIRISE.COM

# Appendix “CC”

**To:** Gordon Graham[GGraham@forma-con.com]; Brendan Flood[BFlood@forma-con.com]; O'Niel Satchwell (OSatchwell@forma-con.com)[OSatchwell@forma-con.com]  
**Cc:** Matthew Henderson[matthew.henderson@tuckerhirise.com]; Jessey Holdsworth[jessey.holdsworth@tuckerhirise.com]; Nicholas Iordanis[nicholas.iordanis@tuckerhirise.com]; Pieter Jagarnauth[pieter.jagarnauth@tuckerhirise.com] **688**  
**From:** Bruce Rogers[bruce.rogers@tuckerhirise.com]  
**Sent:** Tue 4/4/2017 6:48:56 PM (UTC)  
**Subject:** FW: Massey - REVISION  
[Updated Certificate.pdf](#)

Revised insurance certificate naming you as additional insured.  
I'm not certain if the difference between Forma and Forma-con is important.  
Please advise.

Regards,

**Bruce Rogers**  
Site Manager – Massey Tower & Hall

## TUCKER HIRISE

197 Yonge Street.  
Toronto, ON M5B 1M4

T 416.901.8857 ext. 22  
C 416.473.0942  
E [bruce.rogers@tuckerhirise.com](mailto:bruce.rogers@tuckerhirise.com)

TUCKERHIRISE.COM

---

**From:** Joseph Miniaci [<mailto:joe@primomechanical.com>]  
**Sent:** Tuesday, April 04, 2017 2:40 PM  
**To:** Bruce Rogers <[bruce.rogers@tuckerhirise.com](mailto:bruce.rogers@tuckerhirise.com)>  
**Cc:** [naz@primomechanical.com](mailto:naz@primomechanical.com)  
**Subject:** FW: Massey - REVISION

**Joseph Miniaci**  
Controller



253 Jevlan Drive, Unit 15  
Woodbridge, Ontario  
L4L 7Z6

Ph: 905-851-6718 Extension 222  
Fax: 905-851-7543

The information transmitted is intended only for the addressee and may contain confidential, or proprietary and/or privileged material. Any unauthorized review, distribution or other use of or the taking of any action in reliance upon this information is prohibited. If you receive this in error, please contact the sender and delete or destroy this message and any copies. Thank you.

CSIO

## CERTIFICATE OF LIABILITY INSURANCE

689

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.  
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
MOD Developments (197 Yonge ST) LP 8 Price Street, 4th Fl. Toronto, ON M4W 1Z4 & Tucker Hi-Rise Construction Inc. 3755 Victoria Park Ave Scarborough, ON		Primo Mechanical Inc, Weston Fire Protection Inc & Jevlan Realty Inc 15-253 Jevlan Dr Woodbridge, ON	
POSTAL CODE M1W 3Z4		POSTAL CODE L4L 7Z6	

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)  
Massey Towers - 197 Yonge Street, Toronto, ON Crane Lift Various Components for Main Electrical Room - Switch Gear Etc. & Mechanical Room ie: MUA-4

## 4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

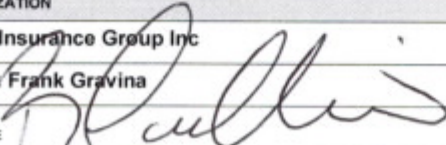
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <b>OR</b> <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY  <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	Economical Mutual Insurance Compa 40173143	2016/10/1	2017/10/1	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE - EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE <input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS TENANTS LEGAL LIABILITY POLLUTION LIABILITY EXTENSION	25,000 25,000 25,000 25,000	2,000,000 2,000,000 2,000,000 25,000 1,000,000
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Economical Mutual Insurance Compa 40173143	2016/10/1	2017/10/1	NON OWNED AUTOMOBILE	25,000	2,000,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>	Economical Mutual Insurance Compa 64013652	2016/10/1	2017/10/1	BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE		2,000,000 2,000,000 2,000,000
<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>	Economical Mutual Insurance Compa 40173143	2016/10/1	2017/10/1	EACH OCCURRENCE AGGREGATE	25,000	8,000,000
<b>OTHER LIABILITY (SPECIFY)</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

## 5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)	
Brokers Trust Insurance Group Inc 201 - 2780 Highway 7 Concord, ON		Forma-Con Construction a Division of 1033803 Ontario Ltd. 407 Basaltic Road Concord, ON	
POSTAL CODE L4K3R9			
BROKER CLIENT ID: PRIMMEC-01		POSTAL CODE L4K4W8	

8. CERTIFICATE AUTHORIZATION		CONTACT NUMBER(S)	
ISSUER Brokers Trust Insurance Group Inc	AUTHORIZED REPRESENTATIVE Frank Gravina	TYPE Phone NO. (905) 760-1515	TYPE Fax NO. (905) 760-0240
SIGNATURE OF AUTHORIZED REPRESENTATIVE 		TYPE NO.	TYPE NO.
DATE 2017/4/4		EMAIL ADDRESS frank.gravina@brokerstrust.ca	

# Appendix “DD”

**To:** Gordon Graham[GGraham@forma-con.com]; Mike Kennedy[Mkenney@forma-con.com]; Nicholas Iordanis[nicholas.iordanis@tuckerhirise.com]  
**Cc:** Pieter Jagarnauth[pieter.jagarnauth@tuckerhirise.com]  
**From:** Bruce Rogers[bruce.rogers@tuckerhirise.com]  
**Sent:** Mon 6/26/2017 10:27:22 AM (UTC-04:00)  
**Subject:** FW: insurance for hoisting by Forma-con crane  
[Glasswall 17-18 COI - Forma-Con Construction.pdf](#)

691

Toro insurance certificate.

Regards,

**Bruce Rogers**  
Site Manager – Massey Tower & Hall

**TUCKER HIRISE**

197 Yonge Street.  
Toronto, ON M5B 1M4

T 416.901.8857 ext. 22

C 416.473.0942

E bruce.rogers@tuckerhirise.com

TUCKERHIRISE.COM

---

**From:** Martina Hrubesova [mailto:martina@toroaluminum.com]  
**Sent:** Monday, June 26, 2017 10:03 AM  
**To:** Bruce Rogers <bruce.rogers@tuckerhirise.com>  
**Subject:** FW: insurance for hoisting by Forma-con crane

Good morning Bruce

Please find attached renewed certificate as the one I sent you expires on July 01 2017

Thank you

Martina

# CERTIFICATE OF INSURANCE

**DATE**  
(YYYY/MM/DD)  
**2017-06-26**

**BROKER**  
  
**JONES DESLAURIERS**  
Insurance Management Inc.  
2375 Skymark Ave  
Mississauga, ON, L4W 4Y6  
Tel: (416) 259-4625 Fax: (416) 259-7178

**692**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.


INSURED	COMPANIES AFFORDING COVERAGE	
<b>Toro Glasswall Inc.</b> 2891 Langstaff Road Vaughan, ON L4K 4Z2	COMPANY A	Aviva Insurance Company
	COMPANY B	Continental Casualty Company (CNA)
	COMPANY C	
	COMPANY D	

**COVERAGES**  
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such. **LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS	
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b>	<b>81739706</b>	<b>2017/07/01</b>	<b>2018/07/01</b>		
	<input type="checkbox"/> CLAIMS MADE				BODILY INJURY & PROPERTY DAMAGE INCLUSIVE LIMITS	<b>5,000,000</b>
	<input checked="" type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	<b>NIL</b>
	<input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS				PRODUCTS / COMPLETED OPERATIONS AGGREGATE	<b>5,000,000</b>
	<input checked="" type="checkbox"/> PERSONAL INJURY				PERSONAL INJURY	<b>5,000,000</b>
	<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY				EMPLOYERS' LIABILITY	<b>included</b>
	<input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY				TENANTS LEGAL LIABILITY	<b>5,000,000</b>
	<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE				NON-OWNED AUTOMOBILE	<b>5,000,000</b>
<b>B</b>	<b>AUTOMOBILE</b>	<b>CAE2825925</b>	<b>2017/07/01</b>	<b>2018/07/01</b>		
	<input type="checkbox"/> DESCRIBED AUTOMOBILES				THIRD PARTY LIABILITY	<b>2,000,000</b>
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					
	<input checked="" type="checkbox"/> LEASED AUTOMOBILES					
	<b>EXCESS LIABILITY</b>					
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	
<b>B</b>	<b>OTHER (SPECIFY)</b>	<b>MPR2724911</b>	<b>2017/07/01</b>	<b>2018/07/01</b>		
	<input checked="" type="checkbox"/> COMMERCIAL PROPERTY				INSTALLATION FLOATER	<b>1,000,000</b>
	<input type="checkbox"/>				RENTED, BORROWED CONTRACTORS EQUIPMENT	<b>200,000</b>
	<input type="checkbox"/>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL CONDITIONS/OTHER:** **Note: Limits are Stated in Canadian Dollars.**  
**Description of Operations:** As usual to the Named Insured's business operations.  
**RE: Evidence of Insurance - Hoisting of Glasswall product @ Massey Towers, 197 Yonge Street, Toronto project.**

Forma-Con Construction, a division of 1033803 Ontario Inc. are added as Additional Insured but only with respect to liability arising solely out of the business operations of the Named Insured and only with respect to Commercial General Liability

CERTIFICATE HOLDER	CANCELLATION
Attn: <span style="float: right;">Fax:</span>  <b>Forma-Con Construction, a division of 1033803 Ontario Ltd.</b> 407 Basaltic Road Concord, ON L4K 4W8	Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail <b>(30) days</b> written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.  AUTHORIZED REPRESENTATIVE: Per: Elizabeth Ventura Jones DesLauriers Insurance Management Inc.  



# Appendix “EE”

**To:** Pieter Jagarnauth[pieter.jagarnauth@tuckerhirise.com]  
**Cc:** Matthew Henderson[matthew.henderson@tuckerhirise.com]; Bruce Rogers[bruce.rogers@tuckerhirise.com]  
**From:** Gordon Graham[GGraham@forma-con.com]  
**Sent:** Wed 3/7/2018 3:39:52 PM (UTC-05:00)  
**Subject:** RE: Massey Tower - Lifting docs and crane usage

694

NO.

---

**From:** Pieter Jagarnauth [mailto:pieter.jagarnauth@tuckerhirise.com]  
**Sent:** March-07-18 3:17 PM  
**To:** Gordon Graham <GGraham@forma-con.com>  
**Cc:** Matthew Henderson <matthew.henderson@tuckerhirise.com>; Bruce Rogers <bruce.rogers@tuckerhirise.com>  
**Subject:** FW: Massey Tower - Lifting docs and crane usage

Does the waiver of subrogation on the insurance form attached suffice in lieu of a letter.

Thanks

**Pieter Jagarnauth**  
Assistant Site Manager

**TUCKER HIRISE**

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

T 647.280.6334  
F 416.441.0142  
E [pieter.jagarnauth@tuckerhirise.com](mailto:pieter.jagarnauth@tuckerhirise.com)

TUCKERHIRISE.COM

---

**From:** Martina Hrubesova [<mailto:martina@toroaluminum.com>]  
**Sent:** March-07-18 1:21 PM  
**To:** Pieter Jagarnauth <[pieter.jagarnauth@tuckerhirise.com](mailto:pieter.jagarnauth@tuckerhirise.com)>  
**Subject:** FW: Massey Tower - Lifting docs and crane usage

Good afternoon Pieter  
Please see comments from our insurance broker  
Thank you  
Martina

---

**From:** Elizabeth Ventura [<mailto:elizabethv@jdimi.com>]  
**Sent:** Wednesday, March 07, 2018 11:42 AM  
**To:** 'Martina Hrubesova'  
**Subject:** FW: Massey Tower - Lifting docs and crane usage

Good morning, Martina

I don't understand why Forma Con is requesting a formal letter. The certificate provided (see attached) includes a Waiver of

Subrogation in favour of MOD Developments (197 Yonge) LP & Tucker HiRise Construction Inc and Forma-Con Construction a division of 1033803 Ontario Ltd.

695

Subrogation is a basic insurance concept that pushes the cost of a loss onto the responsible party. Essentially, if a claim occurs and is paid on Toro's behalf by your insurance company but Toro is not technically at fault (or negligent) the insurance company has the right to go back against the at fault party to recover the amount paid.

When you agree to a waiver of subrogation in a contract you are waiving the insurance company's right to subrogate against another party.

This should suffice for Forma Con's request.

Elizabeth

---

**From:** Pieter Jagarnauth [<mailto:pieter.jagarnauth@tuckerhirise.com>]

**Sent:** Thursday, March 01, 2018 10:05 AM

**To:** 'rob colonna'

**Cc:** 'Dino Bettio'; Matthew Henderson; Bruce Rogers; Megan Tan

**Subject:** Massey Tower - Lifting docs and crane usage

As discussed yesterday Formacon prior to hoisting any of your windows onto their platform with the crane is requesting the following;

- Formacon to be named as an additional insured on your Policy, copy of another's trades attached for your reference.  
(FORMA-CON  
CONSTRUCTION, A DIVISION OF 1033803 ONTARIO LTD)
- A letter from Toro that any unintentional damage resulting for the use of their crane to your windows, Toro will not hold Formacon liable.

Thanks

**Pieter Jagarnauth**  
Assistant Site Manager

3755 Victoria Park Ave  
Toronto, ON M1W 3Z4

T 647.280.6334

F 416.441.0142

E [pieter.jagarnauth@tuckerhirise.com](mailto:pieter.jagarnauth@tuckerhirise.com)

TUCKERHIRISE.COM

# Appendix “FF”

**To:** Gordon Graham[GGraham@forma-con.com]; Mike Kennedy[Mkennedy@forma-con.com]; Brendan Flood[BFlood@forma-con.com]; O'Niel Satchwell (OSatchwell@forma-con.com)[OSatchwell@forma-con.com]  
**Cc:** Pieter Jagarnauth[pieter.jagarnauth@tuckerhirise.com]; Massimo Scalfari[massimo.scalfari@tuckerhirise.com]  
**From:** Bruce Rogers[bruce.rogers@tuckerhirise.com] **698**  
**Sent:** Wed 5/23/2018 10:34:53 AM (UTC-04:00)  
**Subject:** insurance document for Thyssen elevator equipment crane lifts  
[Forma-Con Construction.pdf](#)

Regards,

**Bruce Rogers**

Site Manager – Massey Tower & Hall

**TUCKER HIRISE**

197 Yonge Street.

Toronto, ON M5B 1M4

T 416.901.8857 ext. 22

C 416.473.0942

E bruce.rogers@tuckerhirise.com

TUCKERHIRISE.COM

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/23/2018

PRODUCER **WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY** Serial# 183858  
**100 KING STREET WEST, SUITE 4700**  
**TORONTO, ON M5X 1E4 CANADA**


THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

		INSURERS AFFORDING COVERAGE	NAIC#
INSURED	THYSSENKRUPP ELEVATOR (CANADA) LIMITED/ ASCENSEURS THYSSENKRUPP (CANADA) LIMITEE 410 PASSMORE AVENUE SCARBOROUGH, ON M1V 5C3 ATTN: ELENA WALMSLEY	INSURER A: HDI GLOBAL SE CANADA BRANCH	
		INSURER B: CHUBB INSURANCE COMPANY OF CANADA	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDING NON-OWNED AUTO <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	01860294-14021 01860103-14040	10/01/17	10/01/18	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
B		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> ALL AUTOS OWNED AND/OR <input checked="" type="checkbox"/> LEASED TO THE NAMED INSURED	CAC424374	10/01/17	10/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
		OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 RE: PROJECT AT MASSEY TOWER AT 197 YONGE STREET  
 WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY POLICY, IT IS UNDERSTOOD AND AGREED THAT FORMA-CON CONSTRUCTION (A DIVISION OF 1033803 ONTARIO INC) IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, ONLY TO THE EXTENT REQUIRED BY WRITTEN CONTRACT AND ONLY TO THE EXTENT THAT COVERAGE IS AFFORDED UNDER THE POLICY.

CERTIFICATE HOLDER	CANCELLATION
FORMA-CON CONSTRUCTION (A DIVISION OF 1033803 ONTARIO INC) 407 BASALTIC ROAD CONCORD, ON L4K 4W8	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

# Appendix “GG”





**Second Report of  
KSV Kofman Inc.  
as Receiver and Manager of 1038303 Ontario Inc.  
and 1087507 Ontario Limited and Certain Related  
Other Property**

**December 10, 2018**

<b>Contents</b>		<b>Page</b>
1.0	Introduction .....	1
1.1	Purposes of this Report.....	2
1.2	Currency .....	2
1.3	Court Reports .....	2
1.4	Restrictions .....	2
2.0	Background .....	3
2.1	Forma Con.....	3
2.2	108 .....	4
2.3	Saramia Property .....	4
2.4	Present Situation and Urgency.....	4
2.5	Creditors .....	5
2.6	Other Creditors .....	6
3.0	Transaction .....	7
3.1	Background.....	7
3.2	Material Terms of the Transaction.....	8
3.3	Confidentiality .....	11
3.4	Recommendation.....	11
4.0	Overview of the Receiver’s Activities .....	12
5.0	Conclusion and Recommendation .....	13

## Appendices

<b>Appendix</b>	<b>Tab</b>
Receivership Order.....	A
PPSA Registrants.....	B
Letter Agreement (redacted).....	C
Amendment (redacted).....	D
<b>Confidential Appendix</b>	
Letter Agreement (unredacted).....	1
Amendment (unredacted).....	2



COURT FILE NO: CV-18-608978-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

BRIDGING FINANCE INC. AS AGENT FOR  
2665405 ONTARIO INC

APPLICANT

- AND -

1033803 ONTARIO INC. AND 1087507 ONTARIO LIMITED

RESPONDENTS

IN THE MATTER OF AN APPLICATION UNDER SECTION 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

SECOND REPORT OF  
KSV KOFMAN INC.  
AS RECEIVER AND MANAGER

DECEMBER 10, 2018

## 1.0 Introduction

1. On November 19, 2018, Bridging Finance Inc., as agent (the "Agent") for 2665405 Ontario Inc. (the "Lender"), made an application to the Ontario Superior Court of Justice (Commercial List) (the "Court") for, *inter alia*, the appointment of KSV Kofman Inc. ("KSV") as receiver and manager of:
  - a. all of the assets, undertakings and properties of 1033803 Ontario Inc., operating as Forma-Con Construction and Forma Finishing ("Forma Con") and 1087507 Ontario Inc. ("108" and together with Forma Con, the "Debtors");
  - b. certain assets of Bondfield Construction Company Limited ("BCCL") and Bondfield Construction Equipment Ltd. ("BCEL") (the "Forma Con Related Assets"); and
  - c. the real property known municipally as 131 Saramia Crescent, Vaughan (the "Saramia Property").
2. The Court granted the relief requested on the return of the receivership application and KSV was appointed Receiver pursuant to the terms of the receivership order ("Receivership Order"). A copy of the Receivership Order is provided in Appendix "A".

## 1.1 Purposes of this Report

1. The purposes of this Report are to:
  - a. provide background information with respect to these receivership proceedings;
  - b. summarize a transaction (the “Transaction”) with GF Equipment Corp. (the “Purchaser”), for the sale of the Purchased Assets<sup>1</sup> pursuant to a Letter Agreement dated November 23, 2018 (the “Letter Agreement”) and an amendment to the Letter Agreement dated December 10, 2018 (the “Amendment” and jointly with the Letter Agreement, the “Agreements”);
  - c. provide an overview of the Receiver’s activities since the commencement of these proceedings; and
  - d. recommend that the Court issue orders, *inter alia*:
    - (i) approving the Transaction;
    - (ii) vesting title in and to the Purchased Assets in the Purchaser, free and clear of all liens, claims and encumbrances, upon filing of a certificate confirming, among other things, completion of the Transaction;
    - (iii) authorizing payment by the Receiver to Gabrielli Crane Erectors Inc. (“Gabrielli”) from the closing proceeds, as contemplated by the Agreements;
    - (iv) approving the Receiver’s activities, as described in this Report; and
    - (v) approving this Report.

## 1.2 Currency

1. All references to currency in this Report are in Canadian dollars.

## 1.3 Court Reports

1. The Court materials filed in this proceeding are available on the Receiver’s website at <http://www.ksvadvisory.com/insolvency-cases/forma-con/>.

## 1.4 Restrictions

1. In preparing this Report, KSV has relied upon the Company’s unaudited financial information, including certain of its books and records, discussions with the Company’s management and discussions with its financial advisor, FAAN Advisors Group Inc. KSV has not audited, reviewed or otherwise verified the accuracy or completeness of the information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

---

<sup>1</sup> Defined in Section 3.2.1(c) below.

2. KSV expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by KSV in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence and any reliance placed by any party on the information presented herein shall not be considered sufficient for any purpose whatsoever.

## 2.0 Background

### 2.1 Forma Con

1. Forma Con was founded in 1993. It operates a concrete forming business that provides services to construction projects. The shares of Forma Con are privately held by members of the Aquino family.
2. BCCL is a full-service construction company operating in Southern Ontario. Other than BCCL's assets subject to the Receivership Order, BCCL's business continues to operate and it is not affected by these receivership proceedings.
3. Forma Con has 14 ongoing projects. It also provides forming services to BCCL on its projects. For the purposes of this Report, Forma Con's projects (excluding its BCCL projects) have been divided into two categories: partially completed contracts (each a "PCC" and collectively the "PCCs") and substantially completed contracts (each a "SCC" and collectively the SCCs"). Together, the SCCs and the PCCs are referred to as the "Material Contracts".
4. As at November 30, 2018, the total estimated accounts receivables<sup>2</sup> owing to Forma Con on its projects was approximately \$21.5 million, excluding amounts owing from BCCL. However, Forma Con's projects subject to the Material Contracts are incomplete, liens have been filed or may be filed by subcontractors against some or all of these projects, and there are other issues and liabilities that affect the collectability of the accounts receivables on these projects. Collecting the receivables is largely connected to the satisfactory completion by Forma Con of its projects, which requires Forma Con to continue to operate.
5. Forma Con has approximately 500 employees, the majority of whom are union members. An estimate of the amounts owing by Forma Con to each of its unions (the "Unions") as at November 30, 2018 is provided in the table below.<sup>3</sup>

(unaudited)	
Union	\$000s
Labourers' Pension Fund (183) ("Local 183")	3,402
I.U.O.E. Local 793 ("Local 793")	191
Carpenters Union Local 27	413
Other	361
	<u>4,367</u>

<sup>2</sup> Represents the sum of accounts receivable and holdbacks on the Materials Contracts.

<sup>3</sup> The amounts for Local 183 and Local 793 are slightly different than reflected in the Amendment and are subject to adjustment.

6. The Forma Con Related Assets primarily consist of:
  - a. aluminum scaffolding owned by BCCL (“Aluma Assets”). The Aluma Assets are managed for Forma Con by Aluma Systems Inc. (“Aluma Systems”), which, *inter alia*, delivers, installs and maintains the Aluma Assets on each of Forma Con’s projects; and
  - b. thirty-two cranes owned by BCEL, of which fourteen (14) are used on Forma Con’s projects, three are used on BCCL’s projects, one crane is leased to a third party and the remaining ones are not currently being used.
7. Forma Con also owns real property municipally described as 407 Basaltic Road, Vaughan (the “Head Office”) and 3420 Queen Street East, Brampton (the “Brampton Property”). The Receiver is leasing the Head Office premises to BCCL during the receivership proceedings. The Brampton Property is the primary subject of the Receiver’s First Report to Court dated December 7, 2018 (the “First Report”).

## 2.2 108

1. 108 is a non-operating entity that owns 4431 Stouffville Road, Stouffville, Ontario (the “Stouffville Property”). The Stouffville Property is occupied by a single tenant which operates a garden centre. The Stouffville Property is not part of the Transaction. The Receiver is not aware of any other assets owned by 108.

## 2.3 Saramia Property

1. The Saramia Property is owned by Ralph Aquino. An industrial property with two tenants is located on the Saramia Property. Ralph Aquino has pledged the Saramia Property to the Agent as part of his limited personal guarantee to the Agent. The Saramia Property is not part of the Transaction.

## 2.4 Present Situation and Urgency

1. The Forma Con business requires approximately \$300,000 per day to operate. The Agent has agreed to fund the business under Receiver Certificates for a short period of time during the receivership on the basis that the Receiver is working expeditiously to complete a sale of the Forma Con business and certain related assets. As of the date of this Report, the Lender has advanced approximately \$1.1 million under Receiver Certificates. Additional funding is required imminently.
2. In advance of these proceedings, Forma Con’s management conducted a sale process for its business; the process is summarized in Section 3 below. The Purchaser was identified through that process. Subsequently, a representative of the Purchaser continued discussions with representatives of the Agent to purchase the Forma Con business. Forma Con’s management participated in the negotiations.
3. Immediately following its appointment, the Receiver continued the discussions with the Purchaser. It was evident to the Receiver at the time (and remains so) that there was urgency to complete a transaction expeditiously due to the pressures on the business resulting from Forma Con’s illiquidity, including the costs of completing its projects, dealing with its trades and with its Unions. To be able to complete a transaction for Forma Con, it was necessary for the Receiver to find a way to fund the business while the Receiver negotiated with the Purchaser.

4. In its discussions with the Purchaser, the Receiver and the Purchaser agreed that the Purchaser would backstop Forma Con's funding requirement on the basis that it would be entitled to any revenue generated by Forma Con from the date of the receivership. Thereafter, negotiations between the Receiver and the Purchaser continued, in consultation with the Agent, with a view to completing a transaction that would maximize value in the circumstances, continue Forma Con's projects without disruption (to the extent possible) and preserve employment. The negotiations resulted in the Letter Agreement, which was executed on November 23, 2018, and the Amendment, which was executed on December 10, 2018. The Agreements, and the resulting Transaction, are subject to Court approval.
5. A discontinuation or interruption of the Forma Con operations would likely cause irreparable damage to the value of its business and assets. Unionized labour would walk off job sites and be difficult to rehire. Forma Con's projects would need to be completed by different forming contractors, damage claims would be asserted by project owners (the "Owners") due to project delays, and the ability to collect the accounts receivable would be affected. Accordingly, the Receiver believes that continuing discussions with the Purchaser was the most likely way to complete a going concern transaction for the Forma Con business, and that there was (and is) no opportunity to conduct a broader sale process for the business. Additionally, the Agent has advised the Receiver it was not prepared to take the economic risk that funding such a sale process would entail.
6. The Receiver continues to deal with a myriad of issues that could interfere with the continuation of the projects, including concerns and issues raised by Unions, suppliers and Owners. For reasons detailed below, the Receiver continues to be of the view that completing the Transaction will assist to mitigate these issues and that there is urgency to do so.

## 2.5 Creditors

### 2.5.1 Secured Creditors

1. The Lender is the Debtors' principal secured creditor. The Debtors are indebted to the Lender for approximately \$75 million, plus costs and expenses which continue to accrue. As noted in the First Report of the Receiver dated December 7, 2018, the Receiver has obtained a security opinion from Torys LLP with respect to the Agent's security.
2. In addition to the Agent, the following parties have *Personal Property Security Act* registrations against the Debtors:
  - a. Travelers Guarantee Company of Canada;
  - b. Zurich Insurance Company Ltd.; and
  - c. FF Supply LLC d/b/a Zenith Insured Credit.

The amounts owing to these parties is unknown and the Receiver has not asked Torys to provide an opinion on their security at this time.

3. A list of parties that have *Personal Property Security Act* registrations against BCEL and BCCL is provided in Appendix "B".
4. It should be noted that the proceeds generated from the Transaction will be subject to a future distribution motion. There will be no distributions of the Transaction proceeds prior to the distribution motion, other than the payment to Gabrielli, if approved by this Court.

## 2.5.2 Canada Revenue Agency

1. According to the books and records of Forma Con, it owes in excess of \$15 million to Canada Revenue Agency ("CRA") for unpaid income taxes, source deductions and HST remittances.
2. On November 28, 2018, CRA filed claims with the Receiver against Forma Con as detailed in the table below.

(unaudited)			
Debtor	Type of Claim	Obligation	\$000s
Forma Con	Deemed Trust	Source Deductions	7,167
Forma Con	Deemed Trust	HST	5,363
Forma Con	Unsecured	HST	200
Forma Con	Unsecured	Source Deductions	2,409
			15,139

## 2.6 Other Creditors

1. A summary of Forma Con's other known obligations as at November 30, 2018, excluding related party obligations, contingent liabilities and off-balance sheet liabilities (such as litigation claims) is provided in the table below.

(unaudited)		\$000s
Unions		4,367
Workplace Safety and Insurance Board		2,722
Suppliers		5,507
Total		12,596

- a. *Unions* – A chart summarizing Forma Con's Union obligations is provided in Section 2.1(5) above.
  - b. *Workplace Safety and Insurance Board ("WSIB")* - WSIB administers compensation and no-fault insurance to employees of Forma Con. Forma Con is unable to collect its accounts receivables without providing clearance certificates to Owners and general contractors certifying that Forma Con is current on its WSIB remittances. Due to the amounts presently owing by Forma Con to WSIB, it is unable to obtain clearance certificates from WSIB.
  - c. *Suppliers* - Forma Con's books and records reflect that approximately \$5.5 million was owing to suppliers as of the date of the receivership. Several suppliers have liened Forma Con's projects.
2. Forma Con is defending several lawsuits, including against American Express, Dell-Core Edge Protection Ltd. and Matthews, Dinsdale & Clark LLP. There may be additional lawsuits which are unknown to the Receiver.



## 3.0 Transaction

### 3.1 Background

1. The Receiver understands that in June 2018, Forma Con retained a consultant (the “Consultant”) to explore refinancing opportunities and potential sale transactions for its business. The Consultant was unable to advance a transaction for the business given the pressures Forma Con was facing at the time. The significant amounts owing to CRA hindered the Consultant’s ability to identify a refinancing.
2. Following the Consultant’s mandate, Forma Con’s management conducted a process to sell the Forma Con business. The Receiver understands that management’s pre-filing efforts can be summarized as follows:
  - a. in August and September 2018, Forma Con prepared a summary of its equipment and its projects. The summary was sent to seven parties;
  - b. two parties, including the Purchaser, submitted offers to complete a going concern transaction, including the Purchaser; and
  - c. Forma Con was unable to complete a transaction with either party.
3. As discussed above, immediately following its appointment, the Receiver, in consultation with the Agent, engaged in discussions with the Purchaser. The negotiations resulted in the Letter Agreement, which provided the Purchaser until December 10, 2018 to waive its conditions. The Letter Agreement was amended pursuant to the Amendment. The Purchaser waived its conditions on December 10, 2018, concurrent with the execution of the Amendment.
4. In the Receiver’s opinion, the Transaction has the following benefits:
  - a. it preserves approximately 500 jobs;
  - b. its value exceeds the net realizable value of the Purchased Assets, if liquidated;
  - c. it avoids the risks and costs associated with a liquidation of Forma Con, which are significant as it involves removing cranes and other assets from numerous construction projects across Southern Ontario<sup>3</sup>;
  - d. it avoids interruptions on those Forma Con projects that will be completed by the Purchaser, and it provides the Receiver with a small window of time to discuss with representatives of the SCCs the basis on which the SCCs can be completed;
  - e. it provides the Receiver with a mechanism to rent the Purchased Assets from the Purchaser to complete the SCCs;
  - f. to the extent interruptions in the performance of the projects is eliminated or minimized, there is a greater prospect that accounts receivable will be collected on the PCCs and the SCCs;

---

<sup>3</sup> Each crane costs a minimum of \$150,000 to remove.

- g. while there is no certainty that project receivables will ultimately be collected for the benefit of stakeholders, it is a virtual certainty that they would not be collected if Forma Con's business is discontinued; and
- h. in a liquidation, the only realizable assets would be the Forma Con Related Assets, i.e. machinery and equipment owned by BCCL and BCEL.

### 3.2 Material Terms of the Transaction

1. A summary of the material terms of the Transaction is as follows:<sup>4</sup>
  - a. Purchaser: GF Equipment Corp;
  - b. Purchased Assets: the Receiver's right, title and interest in the following:
    - (i) Equipment and Machinery as set out in Schedule "C" of the Letter Agreement, which is primarily comprised of the Aluma Assets and the Cranes;
    - (ii) Books and Records relating to the Purchased Assets;
    - (iii) All Forma Con revenue from the commencement of the receivership proceedings to Closing<sup>5</sup>; and
    - (iv) All contracts between Forma Con and Aluma Systems related to the Aluma Equipment;
  - c. Purchase Price: the Receiver recommends that the Purchase Price be sealed pending closing of the transaction, at which time the Receiver is of the view it can be unsealed. On Closing, the Receiver is required to place \$1 million of the Purchase Price into a segregated account (the "Escrow Amount"), which is to be held in escrow and to be applied towards satisfaction of a Claim by the Purchaser. The Purchaser can make a Claim against the Receiver for a period of 45 days after the Closing Date. In the event the total amount of all Claims exceeds the Escrow Amount, the Purchaser will have no recourse against the Receiver, other than in respect of the Receiver's obligation regarding Rental Arrangements. The Purchaser can only apply the Escrow Amount in respect of the following Claims:
    - (i) a claim that the Receiver has not complied with its obligations in respect of Removal Arrangements; and
    - (ii) claims for damages to or loss of Equipment following closing provided that: (i) such Equipment is not subject to the Rental Arrangement or in the possession of the Purchaser; and (ii) the cost to replace or repair the Equipment is greater than \$50,000;

---

<sup>4</sup> Terms not defined in this section have the meaning provided to them in the Forma Con Agreements. This section is intended as a summary only. Reference should be made directly to the Agreements for a complete understanding of the terms of the proposed Transaction.

<sup>5</sup> The Purchaser is responsible for the majority of Forma Con's operating costs from that date.

- d. Excluded Assets: except for the Purchased Assets, Forma Con's other assets shall not be transferred to the Purchaser at Closing, including the PCCs and the SCCs. The accounts receivable or holdbacks existing in connection with the Material Contracts for the period prior to the receivership proceedings are not a Purchased Asset, although the pre-filing PCC receivables can be used by the Purchaser to satisfy amounts owing to Local 183 and Local 793 for work provided on the PCCs, as more fully set out in the Employee section below;
- e. Deposit: the Purchaser has paid the deposit required by the Receiver;
- f. Equipment Rental: the Receiver and Purchaser have agreed to the following Equipment Rental Arrangements:
  - (i) upon request, the Purchaser will rent to the Receiver and BCCL the Equipment needed to complete work on the SCCs, the Axis contract, the St. Joseph Morrow contract and the University of Waterloo contract at market rates; and
  - (ii) the Purchaser will rent the Aluma Assets to the Receiver as the Receiver may require to complete the SCCs at the rate in BCCL's contract with Aluma Systems.
- g. Assumption of Liabilities: the Purchaser has agreed to assume the following liabilities:
  - (i) all post-closing liabilities relating to Equipment, which is subject to an agreed upon Rental Arrangement;
  - (ii) all liabilities relating to Equipment which is not subject to an agreed upon Rental Arrangement and which arises after events occurring or after the date upon which the Purchaser secured possession of the Equipment, including Equipment the Purchaser is deemed to be in possession of;
  - (iii) the Pre-Closing Liabilities Reimbursement, which is discussed below in this section;
  - (iv) all post-Closing employment obligations in respect of any Non-Unionized Transferred Employee or Unionized Transferred Employee; and
  - (v) the pre-Closing amounts owing by Forma Con to Aluma Systems.
- h. Employees:
  - (i) the Purchaser may offer employment to Non-Unionized Employees. If so, the Purchaser will offer salary and other benefits to Non-Unionized employees at substantially the same amounts as they received from Forma Con prior to the Closing Date;
  - (ii) the Purchaser will continue the employment of all employees of Forma Con who are employed in connection with the PCCs and who are represented by Unions or whose terms of employment are covered by a Collective Agreement or other contract with a Union on the terms and conditions of the Collective Agreement;

- (iii) the Purchaser shall be responsible for the amounts owing to Local 183 and Local 793 on the SCC projects; and
  - (iv) the Purchaser is permitted to direct Owners to satisfy amounts owing to Local 183 and Local 793 on the PCCs from the pre-filing PCC accounts receivable;
- i. Representation and Warranties: consistent with standard terms of an insolvency transaction, i.e. on an “as is, where is” basis, with limited representations and warranties;
- j. Conditions (other than Court approval) include:
  - (i) the representations and warranties of the Receiver and Purchaser contained in the Forma Con Agreements are true;
  - (ii) all terms of the Forma Con Agreements are complied with or performed;
  - (iii) no action or proceeding in Canada in law or in equity shall be pending or threatened that restricts the sale of the Purchased Assets; and
  - (iv) the Purchaser and Receiver shall have received all documents contemplated in the Forma Con Agreements;
- k. Closing: the latter of the (i) first business day following the Approval and Vesting Order is issued; and (ii) such other date as may be agreed to in writing between the Receiver and Purchaser;
- l. Termination: the Agreements can be terminated:
  - (i) upon mutual written agreement of the Receiver and the Purchaser; and
  - (ii) if any of the conditions in favour of the Purchaser or Receiver are not waived or satisfied;
- m. Pre-Closing Liabilities Reimbursement: the Purchaser has paid \$1 million to the Receiver, which is compensation from the Purchaser for all pre-closing and material obligations arising from the commencement of the receivership proceeding until Closing (the “Pre Closing Liabilities Reimbursement”). Within thirty days of the earlier of Closing or termination of the Forma Con Agreements, the Receiver will prepare and deliver to the Purchaser a statement of all Pre-Closing Liabilities. The Purchaser must within three days after receiving the statement pay to the Receiver the amount, if any, by which the total amount exceeds \$1 million. If the Pre-Closing Liabilities are determined to be less than \$1 million, the Receiver must return the difference to the Purchaser. As consideration for the Pre-Closing Liabilities Reimbursement, the Purchaser is entitled to all accounts receivables generated from the commencement of the receivership proceeding through the earlier of: (a) Closing; and (b) termination of the Transaction. If Closing does not take place as a result of default by the Receiver, the Receiver must reimburse the Purchaser for the Pre-Closing Reimbursement.

- n. Purchase Price Allocation: within thirty days of Closing, the Purchase Price will be allocated among the Purchased Assets as the Receiver and Purchaser agree.
  - o. Other: following the Closing, subject to approval of the Court, the Receiver shall pay from the proceeds of the sale the liability owing to Gabrielli, up to the maximum amount of \$222,219.70.
2. Redacted versions of the Letter Agreement and the Amendment are attached as Appendix “C” and “D”, respectively. Unredacted versions of the Letter Agreement and the Amendment are provided in Confidential Appendices “1” and “2”, respectively.

### 3.3 Confidentiality

1. The Receiver recommends that the unredacted Letter Agreement and Amendment be filed with the Court on a confidential basis and be sealed (“Sealing Order”) as these documents contain confidential information. If these documents are not sealed, the information may negatively impact future transactions if the Transaction does not close. The Receiver is not aware of any party that will be prejudiced if the information is sealed. Accordingly, the Receiver believes the proposed Sealing Order is appropriate in the circumstances.

### 3.4 Recommendation

1. The Receiver recommends that the Court issue an order approving the Transaction for the following reasons:
  - a) the Agent, being the principal economic stakeholder in these proceedings, supports the Transaction;
  - b) the Transaction provides the greatest recovery available in the circumstances;
  - c) the Agent is not prepared to continue to fund the business absent the certainty of a transaction, and it is not prepared to take the funding and other economic risks resulting from a prolonged sale process. The Receiver does not believe that any other party would be prepared to take these risks;
  - d) there is urgency to complete a transaction – without continued funding, the business will be discontinued, employees will need to be terminated and Forma Con’s projects will be interrupted while owners look for replacement contractors;
  - e) the pre-filing PCC receivables are not collectible if the PCCs are not completed – the Owners will use these receivables to pay suppliers, lien claimants and Union obligations and accordingly, use of the pre-filing receivables by the Purchaser on the basis set out in the Agreement is appropriate in these circumstances;
  - f) with the exception of the payment to Gabrielli, no distribution of the sale proceeds will happen until a distribution motion; and
  - g) the reasons enumerated in Section 3.1(4) above.

## 4.0 Overview of the Receiver's Activities

1. The Receiver is requesting approval of its activities since the commencement of these proceedings, including the following:
  - a. reviewing and commenting on all Court materials filed in the context of the receivership application;
  - b. attending Court in connection with receivership application;
  - c. preparing a receivership action plan;
  - d. carrying out the Receiver's duties and responsibilities in accordance with the Receivership Order, including overseeing the Debtors' operations;
  - e. preparing and filing the Notice and Statement of the Receiver (the "Receiver's Notice") for the Debtors as required under Sections 245 and 246 of the *Bankruptcy and Insolvency Act*;
  - f. compiling a list of the Debtors' creditors to include with the Receiver's Notice;
  - g. arranging for security at the Head Office;
  - h. taking an inventory of all cranes;
  - i. corresponding with counsel to the Unions;
  - j. reviewing insurance policies for the Debtors;
  - k. communicating frequently with Bank of Montreal, the Debtors' bank;
  - l. opening receivership bank accounts and transferring funds from the Debtors' accounts in accordance with the Receivership Order;
  - m. providing regular updates to the Agent;
  - n. corresponding frequently with the Agent and its legal counsel, Goodmans LLP, regarding all matters in these proceedings;
  - o. preparing funding requests for the Agent;
  - p. attending daily at the Head Office and convening employee meetings immediately following the Receiver's appointment;
  - q. attending daily meetings with BCCL's and Forma Con's employees to obtain updates on the status of the sites;
  - r. dealing with cash management issues, including paying post-filing expenses from the receivership accounts, including payroll;
  - s. arranging for the back-up of the Debtors' electronic records;

- t. corresponding extensively with key stakeholders in these proceedings, including project Owners, general contractors, employees, suppliers, shareholders, lien claimants and/or their respective counsel;
- u. dealing with litigation matters, including counsel to plaintiffs with claims against Forma Con;
- v. corresponding with Ernst & Young Inc., financial advisor to Zurich Insurance Company of Canada, the primary surety on BCCL's projects;
- w. negotiating the Transaction, including attending several meetings with the Purchaser and its counsel, Minden Gross LLP;
- x. negotiating the Brampton transaction, including the purchase agreement and related bidding procedures (which are the subject of the Receiver's first report);
- y. corresponding with CRA; and
- z. Drafting this Report.

## 5.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Court make an Order granting the relief detailed in Section 1.1(1)(d) of this Report.

\* \* \*

All of which is respectfully submitted,



**KSV KOFMAN INC.,  
SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF  
10338083 ONTARIO INC., 1087507 ONTARIO LIMITED  
AND CERTAIN OTHER PROPERTY  
AND NOT IN ITS PERSONAL CAPACITY**

# Appendix “HH”



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

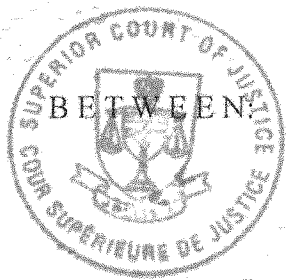
THE HONOURABLE

)  
)  
)

THURSDAY, THE 13TH

JUSTICE *DUNPHY*

DAY OF DECEMBER, 2018



**BRIDGING FINANCE INC., as agent for  
2665405 ONTARIO INC.**

Applicant

- and -

**1033803 ONTARIO INC. and 1087507 ONTARIO LIMITED**

Respondents

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by KSV Kofman Inc. in its capacity as the Court-appointed receiver and manger (in such capacities, the "Receiver") without security, of (i) all the assets, undertakings and properties of 1033803 Ontario Inc. operating as Forma-Con Construction and Forma Finishing and 1087507 Ontario Limited (the "Debtors"), acquired for or used in relation to a business carried on by the Debtors, (ii) the specific assets of Bondfield Construction Company Limited and Bondfield Construction Equipment Ltd, and (iii) the real property known municipally as 131

Saramia Crescent in Vaughan, Ontario, for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and George Frankfort in trust for a corporation to be incorporated ("GF") dated November 23, 2018, and amended pursuant to an amending agreement dated December 10, 2018, and appended to the Report of the Receiver dated December 10, 2018 (the "Report"), and vesting in GF Equipment Corp. (the "Purchaser") as assignee of GF the Receiver's and the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report, including the Confidential Appendices (as defined in the Report) and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser, counsel for Bridging Finance Inc., and such other counsel appearing on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Adam Slavens sworn December 11, 2018, filed, the affidavit of service of Cathy Pellegrini sworn December 12, 2018, filed, and the affidavit of service of Siva Sivaperuman sworn December 12, 2018, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS that the Confidential Appendices shall be treated as confidential and shall be segregated from other documents filed in connection with this motion, and shall not be disclosed to any person except: (i) the Debtor, who shall be entitled to access to the Sale Agreement, provided that, prior to such disclosure, the Debtor shall deliver to the Receiver a written agreement and undertaking, in form satisfactory to the Receiver, to keep the said Confidential Appendices confidential and not disclose same to any person (a "Confidentiality Undertaking"), except to the extent necessary to obtain legal advice thereon from counsel for the purposes of advancing legitimate interests in respect of the Purchased Assets and the proceeds

thereof; (ii) the Court; and (iii) such other person as may be directed by further Order of this Honourable Court, on notice to the Receiver and the Applicant and the Confidential Appendices provided to such persons shall be provided in a sealed envelope marked with the following label:

Pursuant to an order dated December 13, 2018, this envelope shall remain sealed in the court file or otherwise (as applicable) and shall not be opened until the filing with the Court of the Receiver's Certificate or upon further order of the Court.

and the Confidential Appendices shall not be disclosed by a recipient thereof to any other person until the filing with the Court of the Receiver's Certificate or upon further Order of the Court.

3. THIS COURT ORDERS that the Receiver is hereby authorized without the requirement for a further Order of the Court to:

- (a) enter into a rental agreement with the Purchaser for use of the Equipment (as defined in the Sale Agreement) and to pay a monthly rental fee for such Equipment in an amount to be mutually agreed upon based upon prevailing market rates;
- (b) enter into a rental agreement with the Purchaser for use of the Aluma Equipment (as defined in the Sale Agreement) at the same rate as set out in the Aluma Contracts (as defined in the Sale Agreement);
- (c) pay to the Purchaser the Pre-Closing Revenue, any entitlement of the Purchaser to the Escrow Amount, and the balance of the Pre-Closing Liabilities Reimbursement, if applicable, (each capitalized term as defined in the Sales Agreement); and
- (d) incur such expense as the Receiver determines is necessary to complete the Removal Arrangements (as defined in the Sale Agreement).

4. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Receiver's Certificate"), all of the Debtors' right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement) shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions,

levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Hainey dated November 19, 2018; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. THIS COURT ORDERS, subject to paragraph 6, that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the "Proceeds") shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. THIS COURT ORDERS that the Receiver shall be entitled to pay the amounts owing to Gabrielli Crane Erectors Inc. contemplated by section 15(c) of the Sale Agreement out of the Proceeds.

7. THIS COURT ORDERS that the protections granted to the Receiver pursuant to the Order dated November 19, 2018, including without limitation paragraphs 14 and 15-18 thereof, apply to the Transaction.

8. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

9. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the

Company's records pertaining to the Debtors' past and current employees, including personal information of those employees listed on Schedule "E" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

10. THIS COURT ORDERS that, notwithstanding:

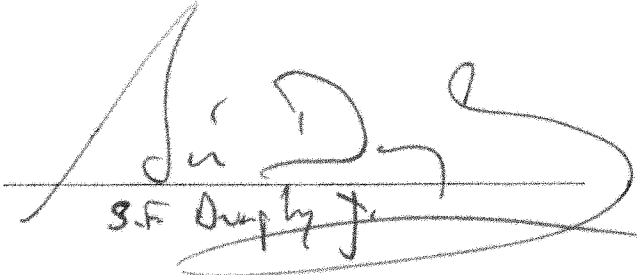
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. 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.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

DEC 13 2018

  
S.F. Dupuy Jr.

**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-18-608978-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**BRIDGING FINANCES INC., as agent for  
2665405 ONTARIO INC.**

Applicant

- and -

**1033803 ONTARIO INC. and 1087507 ONTARIO LIMITED**

Respondents

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the “Court”) dated November 19, 2018, KSV Kofman Inc. was appointed as the receiver and manger (in such capacities, the “Receiver”) without security, of (i) all the assets,

undertakings and properties of 1033803 Ontario Inc. operating as Forma-Con Construction and Forma Finishing and 1087507 Ontario Limited (the "Debtors"), acquired for or used in relation to a business carried on by the Debtors, (ii) the specific assets of Bondfield Construction Company Limited and Bondifeld Construction Equipment Ltd, and (iii) the real property known municipally as 131 Saramia Crescent in Vaughan, Ontario.

B. Pursuant to an Order of the Court dated December 13, 2018, the Court approved the agreement of purchase and sale made as of November 23, 2018, (the "Sale Agreement") between the Receiver and GF Equipment Corp. (the "Purchaser") and provided for the vesting in the Purchaser of the Receiver's and the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 13 and 14 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 13 and 14 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on December \_\_\_\_\_, 2018.

**KSV KOFMAN INC., in its capacity as  
Receiver of the undertaking, property and  
assets of 1033803 Ontario Inc. and 1087507  
Ontario Limited, and not in its personal  
capacity**

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

Name:

Title:



725  
BRIDGING FINANCE INC.,  
Agent for 2665405 ONTARIO INC.  
Applicant

1033803 ONTARIO INC. and  
1087507 ONTARIO LIMITED  
Respondents

Court File No. CV-18-608978-00CL

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

Proceedings commenced in Toronto

**APPROVAL AND VESTING ORDER**

**TORYS LLP**

79 Wellington St. W., Suite 3000  
Box 270, TD Centre  
Toronto, Ontario  
M5K 1N2 Canada

Fax: 416.865.7380

**Scott A. Bomhof** (LSO#: 37006F)

Tel: 416.865.7370

Email: [sbomhof@torys.com](mailto:sbomhof@torys.com)

**Adam M. Slavens** (LSO#: 54433J)

Tel: 416.865.7333

Email: [aslavens@torys.com](mailto:aslavens@torys.com)

Lawyers for KSV Kofman Inc.,  
in its capacity as Court-appointed  
Receiver

# Appendix “II”

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

THE HONOURABLE )

THURSDAY, THE 13TH

JUSTICE *DUNPHY* )

DAY OF DECEMBER, 2018

BETWEEN

**BRIDGING FINANCE INC., as agent for  
2665405 ONTARIO INC.**

Applicant

- and -

**1033803 ONTARIO INC. and 1087507 ONTARIO LIMITED**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 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** *First and A/D*  
(Approval of ~~Second~~ Report)

**THIS MOTION**, made by KSV Kofman Inc. ("KSV"), in its capacity as the Court-appointed receiver and manager (KSV, in such capacity, the "**Receiver**") of: (i) all of the assets, undertakings and properties of 1033803 Ontario Inc. (operating as Forma-Con Construction and Forma Finishing) and 1087507 Ontario Limited; (ii) certain assets of Bondfield Construction Company Limited and Bondfield Construction Equipment Ltd; and (iii) the real property known municipally as 131 Saramia Crescent, Vaughan, Ontario, for an order approving the Second Report of the Receiver dated December 10, 2018 (the "**Second Report**"); and (vi) certain related relief, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and Motion Record, each dated December 10, 2018, filed, and the Second Report, filed, and on hearing the submissions of counsel for the Receiver and Bridging Finance Inc., and such other counsel appearing on the counsel slip, no one else appearing although properly served as appears from the affidavit of service of Adam Slavens sworn December 11, 2018, filed, the affidavit of service of Cathy Pellegrini sworn December 12, 2018, filed, and the affidavit of service of Siva Sivaperuman sworn December 12, 2018, filed:

SERVICE

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

*FIRST AND*  
APPROVAL OF SECOND REPORT

*First Report dated December 7, 2018 and the* *ADD*

2. THIS COURT ORDERS that the Second Report be and is hereby approved, and the actions and activities of the Receiver described therein be and they are hereby approved; *provided, however, that only the Receiver, in its personal capacity and only with GENERAL respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.* *ADD*

3. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, to give effect to this Order and to assist the Receiver and its agents and advisors 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 and advisors in carrying out the terms of this Order.

*S. F. Dunphy J.*

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

DEC 13 2018

PER / PAR: *[Signature]*

709 BRIDGING FINANCE INC.,  
agent for 2665405 ONTARIO INC.  
Applicant

1033803 ONTARIO INC. and  
1087507 ONTARIO LIMITED  
Respondents

Court File No. CV-18-608978-00CL

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

Proceedings commenced in Toronto

**ORDER  
(Approval of Second Report)**

**TORYS LLP**  
79 Wellington St. W., Suite 3000  
Box 270, TD Centre  
Toronto, Ontario  
M5K 1N2 Canada

Fax: 416.865.7380

**Scott A. Bomhof** (LSO#: 37006F)  
Tel: 416.865.7370  
Email: [sbomhof@torys.com](mailto:sbomhof@torys.com)

**Adam M. Slavens** (LSO#: 54433J)  
Tel: 416.865.7333  
Email: [aslavens@torys.com](mailto:aslavens@torys.com)

Lawyers for KSV Kofman Inc.,  
in its capacity as Court-appointed  
Receiver

# Appendix “JJ”

## CLOSE OUT AGREEMENT

This Close Out Agreement (the “**Agreement**”) is made as of this 27<sup>th</sup> day of December, 2018 (the “**Effective Date**”) between:

**KSV KOFMAN INC.**, in its capacity as receiver and manager of: (i) all of the assets, undertakings and properties of 1033803 Ontario Inc. (operating as Forma-Con Construction and Forma Finishing) and 1087507 Ontario Limited; (ii) certain assets of Bondfield Construction Company Limited and Bondfield Construction Equipment Ltd.; and (iii) the real property known municipally as 131 Saramia Crescent, Vaughan, Ontario, and not in its personal or corporate capacity

(the “**Receiver**”)

- and -

**MOD DEVELOPMENTS (197 YONGE) LIMITED PARTNERSHIP**

(the “**Owner**”)

(The Receiver and the Owner are individually referred to herein as a “**Party**” and collectively as the “**Parties**”).

### RECITALS

1. Forma-Con Construction (a division of 1428502 Ontario Limited) (the “**Trade Contractor**”) and the Owner entered into the Agreement for Construction Management Projects dated December 19, 2014 (the “**Construction Contract**”) in respect of Massey Tower located at 197 Yonge Street, Toronto, Ontario (the “**Project**”). Pursuant to the Construction Contract, the Trade Contractor is to provide concrete forming and falsework, void forming, concrete placing and finishing, temporary shoring, hoisting, coordination management of the rebar placing contractor, and supply and installation of concrete accessories in respect of the Project (the “**Work**”).
2. Schedule A sets out certain services required in connection with the portion of the Work which has not been performed as of the date of this Agreement, as may be amended from time-to-time upon the mutual agreement of the Parties and documented in an addendum to this Agreement (the “**Services**”).
3. In respect of payments pursuant to the Construction Contract as of the Effective Date, the Owner has, in accordance with the *Construction Act* R.S.O. 1990, c. C30 (the “**Construction Act**”), held back \$2,038,704.26 (which is net of taxes) of the Contract Price which is subject to the terms and conditions of the Construction Contract and the Construction Act (the “**Holdback**”).
4. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) made on November 19, 2018 (the “**Receivership Order**”), the Receiver was appointed receiver and manager of: (a) all of the assets, undertakings and properties of 1033803 Ontario Inc. (operating as Forma-Con Construction and Forma Finishing) (the “**Service Provider**”) and 1087507 Ontario Limited; (b) certain assets of Bondfield Construction Company Limited and Bondfield Construction Equipment Ltd.; and (c) the real property known municipally as 131 Saramia Crescent, Vaughan, Ontario ((a) – (c), collectively, the “**Property**”).

5. Subject to Recital 3 above, the Holdback is Property (as such term is defined in the Receivership Order) over which the Receiver has been appointed receiver and manager pursuant to the Receivership Order.
6. The Parties have agreed on terms for payment for the Services to be performed by the Service Provider for the Owner and agree to work cooperatively to confirm amounts remaining to be billed under the Construction Contract and the amount owing by the Owner to the Trade Contractor pursuant to the Construction Contract.
7. The Owner wishes to have the Service Provider provide the Services on a time and materials basis and the Receiver agrees to use commercially reasonable efforts to cause the Service Provider to provide such Services in accordance with this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, for the consideration described in the recitals above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby covenant and agree as follows:

### **1.1 Defined Terms**

Capitalized terms shall have the meaning ascribed in this Agreement. Capitalized terms used herein which are not otherwise defined herein shall have their respective meanings as set forth in the Construction Contract.

### **1.2 The Services**

- (1) The Receiver shall use commercially reasonable efforts to cause the Service Provider to provide the Services on a time and material basis in accordance with the rates set out in Schedule B.
- (2) The Owner shall prepay for each 15 working day period of Services to be performed by the Service Provider (each, a “**Services Period**”). The estimate for the first Services Period is attached hereto as Schedule C and shall be paid by the Owner to the Receiver forthwith upon execution of this Agreement prior to the Service Provider commencing Services in accordance with this Agreement, by the Owner wiring the funds to the Receiver at the following bank account:

Bank of Montreal  
 1 First Canadian Place  
 100 King Street West  
 Toronto, ON M5X 1A3

CAD\$ Account:

Bank Transit (ABA) Number: 00022  
 Bank Account Number : 00022-1754-637  
 Bank Swift Code: BOFMCAM2  
 Name of Account: KSV Kofman Inc., Receiver of 1033803 Ontario Inc. & 1087507 Ontario Inc.



- (3) The Receiver shall deliver an estimate for each subsequent Services Period no later than five (5) Business Days prior to the start of such Services Period. The Owner must pay the Receiver the amount set out in such estimate, as such shall be adjusted to reflect the actual cost of Services performed in accordance with this Agreement incurred in prior Services Periods (as a credit or debit), prior to the Service Provider performing Services during such Services Period. If such reconciliation has not been prepared by the Receiver within the timeframe reflected in this Section 1.2(3), the Receiver shall promptly prepare the reconciliation and thereafter, a payment will be made by the Owner to the Receiver if the pre-payment made by the Owner was less than the value of the Services performed in accordance with this Agreement and by the Receiver to the Owner if the pre-payment made by the Owner was greater than the value of the Services performed in accordance with this Agreement. Within 10 days of the completion of the Services, a final reconciliation will be prepared by the Receiver and a final payment will be made by the Owner to the Receiver if the pre-payments made by the Owner, in aggregate, were less than the value of the Services performed in accordance with this Agreement and by the Receiver to the Owner if the pre-payments made by the Owner, in aggregate, were greater than the value of the Services performed in accordance with this Agreement. Where a holdback is required by the Construction Act in connection with payments made pursuant to this Agreement, the Owner shall retain and release such holdback in accordance with the Construction Act.
- (4) For clarity, any additional Services agreed to by the Parties shall also be prepaid by Owner to the Receiver, on behalf of the Service Provider, on a time and materials basis.

### 1.3 Crane Removal

The Parties agree that: (a) the Receiver shall use commercially reasonable efforts to retain Gabrielli Crane Erectors Inc. (“**Gabrielli**”) to remove the crane located on the Project (“**Crane Removal**”); and (b) the Owner shall pay Gabrielli for the Crane Removal.

### 1.4 Payments

- (1) The Parties agree that: (a) the value of the Services performed in accordance with this Agreement; and (b) the amount paid to Gabrielli, shall be set-off by Owner against the Holdback.
- (2) The Parties agree that the Owner shall have the right to pay or bond off any construction liens on the Project incurred in respect of the Work that has been validated by the Receiver in writing. The cost of paying or bonding off such validated construction liens shall be set-off by the Owner against the Holdback. The Owner will promptly notify the Receiver of any notice(s) of claim(s) for lien(s) or construction lien(s) (hereinafter collectively referred to as “Lien(s)”) that come(s) to its attention and the Receiver shall promptly confirm in writing that any such Lien(s) are valid or invalid. If the Receiver takes the position that any Lien(s) is/are invalid and the Owner does not agree, the execution of this Agreement in no way affects the Owner’s rights to contest any such Lien(s) and to deal with the vacating, litigating or settling any such Lien(s) as the Owner deems appropriate and the Owner is entitled to claim a set-off for such Lien(s) and the Receiver has the right to contest any such set-off rights claimed by the Owner.

## **1.5 Capacity**

The Owner acknowledges and agrees that: (a) the Receiver is entering into this Agreement solely in its capacity as Court-appointed receiver and manager of the Property, and not in its personal or corporate capacity; (b) the Receiver shall have no liability in its personal or corporate capacity for any matter related to performance of the Services, Crane Removal, completion of the Project generally, nor for any claim that exists or may arise in respect of the completion of outstanding Work pursuant to the Construction Contract; and (c) all claims described in subparagraph (b), above, shall be claim against the Trade Contractor, the Service Provider or Gabrielli, as the case may be.

## **1.6 Without Prejudice**

Notwithstanding the Parties agreement on the terms for performance of the Services pursuant to this Agreement, the Parties acknowledge and agree that:

- (a) entering into this Agreement is without prejudice to the Parties' rights as it relates to disputes regarding the identity of the counterparty to the Owner under the Construction Contract (1428502 Ontario Limited versus 1033803 Ontario Inc.);
- (b) the Owner has identified additional items with respect to which it asserts set-off rights pertaining to the Construction Contract and the Project and the Receiver has not had the opportunity to review and assess such additional items and whether there are valid set-off rights related thereto;
- (c) the Parties shall cooperate and work together to determine whether the Owner has valid set-off rights claims and, if applicable, the quantum of such claims. The Owner shall provide the Receiver with all documentation that the Receiver requires in order to complete its assessment of such claims. The Receiver shall provide the Owner with all documentation that the Owner requires in order to complete its assessment of the amounts owing to the Trade Contractor from the Owner in respect of the Project for the periods prior to and during the receivership; and
- (d) the execution of this Agreement in no way affects the Receiver's rights to contest any set-off rights claimed by the Owner.

## **1.7 Assignment and Enurement**

This Agreement shall enure to the benefit of and bind the Parties and their respective successors. This Agreement shall not be assignable by either Party.

## **1.8 Entire Agreement**

This Agreement contains the entire agreement between the Parties relating to the matters set out herein and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the matters set out herein.

## **1.9 Governing Law**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

**1.10 Dispute Resolution**

The Parties hereby submit to the exclusive jurisdiction of the Ontario Superior Court of Justice (Commercial List) to resolve any dispute with respect to or arising from this Agreement.

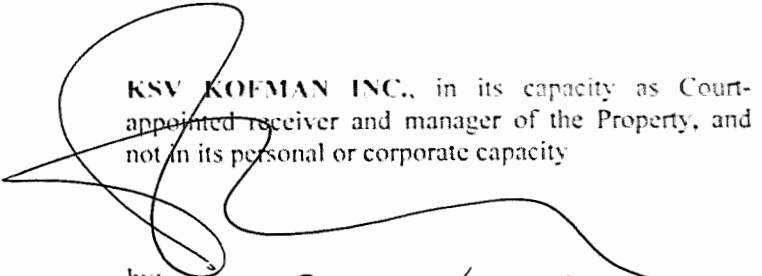
**1.11 Counterparts**

This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

*[Remainder of this page left intentionally blank.]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

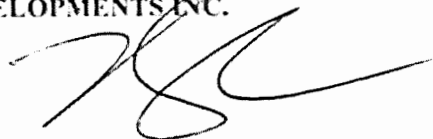
**KSV KOEMAN INC.**, in its capacity as Court-appointed receiver and manager of the Property, and not in its personal or corporate capacity



by: \_\_\_\_\_  
Name: ROBERT KORMAN  
Title: PRESIDENT

by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MOD DEVELOPMENTS (197 YONGE) LIMITED PARTNERSHIP**, by its general partner, **MOD DEVELOPMENTS INC.**



by: \_\_\_\_\_  
Name: NOREZ CALANI  
Title: A.S.O.

by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A****SCOPE OF WORK**

Commencing on December 27, 2018 or as soon reasonably practicable thereafter given that personnel availability may be limited during the 2018 holiday season, the Receiver shall use commercially reasonable efforts to cause the Service Provider to provide the following personnel and equipment for 15 working days, or such longer period as the Parties may agree to in writing:

1. Crane Rental;
2. Crane Operator; and
3. Crane Swamper.

In accordance with Recital 2 in this Agreement, the Parties agree that the Owner has provided a schedule with respect to additional work to be performed in respect of the Project and that they shall enter into negotiations regarding the terms of an amendment to this Agreement. For greater certainty and notwithstanding any other provision in this Agreement, it is acknowledged and agreed by the Parties that this Agreement currently only contemplates one 15 working day period.

**SCHEDULE B****RATES**

Crane Operator:	\$135/hr
Swamper:	\$90/hr
Crane Rental:	\$3,500/week

**SCHEDULE C****ESTIMATE FOR THE FIRST CONSTRUCTION PERIOD**

Period Start: December 27<sup>th</sup>, 2018.

Period End: January 12<sup>th</sup>, 2019 (excludes December 31, 2018 and January 1, 2019).

Construction Period Costs: \$37,500, which is broken down as follows:

(a) Crane Operator (\$135/hr x 8hr x 15 days) = \$16,200.00

(b) Swamper (\$90/hr x 8hr x 15 days) = \$10,800.00

(c) Crane Rental (\$3,500/week x 3 weeks) = \$10,500.00

# Appendix “KK”



**Nigro, Elizabeth**

---

**From:** Banack, Adam  
**Sent:** Monday, January 7, 2019 11:49 AM  
**To:** mfarace@millertomson.com  
**Cc:** Carhart, Jeff; Bomhof, Scott; Slavens, Adam  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

Michael,

Approval was received quicker than expected. I just received an email confirming that Cooper is prepared to waive the \$3,341.10. With that I can confirm that the Receiver is signed-off on the adjusted amount.

Sepideh Nassabi from Minden Gross advised that she would be reaching out to MOD's counsel to convey this information as well.

Regards,

Adam Banack

P. 416.865.7392

---

**From:** Banack, Adam  
**Sent:** January-07-19 11:46 AM  
**To:** mfarace@millertomson.com  
**Cc:** Carhart, Jeff <jcarhart@millertomson.com>  
**Subject:** FW: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

FYI.

Adam Banack

P. 416.865.7392

---

**From:** Banack, Adam  
**Sent:** January-07-19 11:41 AM  
**To:** 'Carhart, Jeff' <jcarhart@millertomson.com>  
**Cc:** Bomhof, Scott <sbomhof@torys.com>  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

Morning Jeff,

KSV has reviewed the invoices in detail and figured out what the delta of \$3,341.10 that should not have been charged. We have relayed this to Cooper's counsel and they are taking it back to their client. Assuming that they agree, then the Receiver will approve of Owner resolving the lien less said amount.

I will revert once I've heard back from Cooper's counsel.

Regards,

Adam Banack

**From:** Carhart, Jeff [<mailto:jcarhart@millerthomson.com>]  
**Sent:** January-06-19 3:29 PM  
**To:** Bomhof, Scott <[sbomhof@torys.com](mailto:sbomhof@torys.com)>  
**Cc:** Banack, Adam <[abanack@torys.com](mailto:abanack@torys.com)>  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

Scott / Adam

I know that Adam called me on Friday about the construction lien claim of Cooper Equipment Rentals ("Cooper")

As I understand it:

- (i) Cooper is claiming approximately \$50,000
- (ii) The Forma-Con records that the Receiver had reviewed show the amount to be only approximately \$42,000 [although I also confirm Adam's advice when we spoke that the Receiver is still investigating the matter]

Please advise if you have any more information as to the discrepancy

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
**millerthomson.com**

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

---

**From:** Bomhof, Scott [<mailto:sbomhof@torys.com>]  
**Sent:** Wednesday, January 2, 2019 3:25 PM  
**To:** Carhart, Jeff <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Cc:** Banack, Adam <[abanack@torys.com](mailto:abanack@torys.com)>  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

KSV is still tracking down the payable information for this claimant. I will let you know as soon as I have the required information.

---

P. 416.865.7370 | F. 416.865.7380 | 1.800.505.8679

**From:** Carhart, Jeff [<mailto:jcarhart@millerthomson.com>]  
**Sent:** Monday, December 31, 2018 1:43 PM  
**To:** Banack, Adam <[abanack@torys.com](mailto:abanack@torys.com)>  
**Cc:** Bomhof, Scott <[sbomhof@torys.com](mailto:sbomhof@torys.com)>  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

Adam / Scott

The lien claimant is following up hard with Mod developments concerning this lien

Can we assume that the Receiver accepts the validity of this lien?

Thank you

## **JEFFREY C. CARHART**

Partner

### **Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
[millerthomson.com](http://millerthomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

---

**From:** Carhart, Jeff  
**Sent:** Friday, December 28, 2018 12:11 PM  
**To:** Banack, Adam <[abanack@torys.com](mailto:abanack@torys.com)>  
**Cc:** Bomhof, Scott <[sbomhof@torys.com](mailto:sbomhof@torys.com)>  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

Dear Adam and Scott

Please see the four attachments which relate to a lien registered against the Massey Tower property, which has just come to the attention of Mod Developments

I know that we are still awaiting the fully signed Close Out Agreement, as per yesterday's correspondence, but in the meantime, can you please ask the Receiver to confirm that it accepts this lien as valid within the terms of section 1.4(2) of that Close Out Agreement?

Thank you

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

**millerthomson.com**

Connect with us on [LinkedIn](#)

View my [web page](#)



Please consider the environment before printing this email.

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

From: Banack, Adam [<mailto:abanack@torys.com>]

Sent: Thursday, December 27, 2018 10:52 PM

To: Carhart, Jeff <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>

Cc: Bomhof, Scott <[sbomhof@torys.com](mailto:sbomhof@torys.com)>

Subject: Re: MOD DEVELOPMENTS/ FORMA-CON // Fwd: Signature page

Thank you Jeff.

We will arrange for our client's signature page to be delivered as soon as possible.

P. 416.865.7392 | F. 416.865.7380 | 1.800.505.8679

[www.torys.com](http://www.torys.com)<<http://www.torys.com>>

[Torys LLP]<<http://www.torys.com>>

On Dec 27, 2018, at 10:24 PM, Carhart, Jeff

<[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)<<mailto:jcarhart@millertomson.com>>> wrote:

Adam / Scott

Attached please find the signed signature page counterpart of Mod Developments to the Close Out Agreement

Of course this is delivered conditional upon the other counterpart being signed as well

I have a meeting first thing tomorrow which may run for a while but I will touch base with you when that is over (expected to be late morning) & we can, of course, coordinate assembling fully signed copies of the agreement

Thank you

JEFFREY C. CARHART<<mailto:jcarhart@millertomson.com>>

Partner

Miller Thomson LLP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8615

Fax: +1 416.595.8695

Email: [jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)<<mailto:jcarhart@millertomson.com>>

[millertomson.com](http://www.millertomson.com)<<http://www.millertomson.com>>

Connect with us on LinkedIn<<http://ca.linkedin.com/pub/jeff-carhart/15/22b/422>>

View my web page<<http://www.millertomson.com/en/our-people/jeffrey-carhart>>

<imagef274a3.PNG>

Please consider the environment before printing this email.

Begin forwarded message:

From: Noorez Lalani <[nlalani@moddevelopments.com](mailto:nlalani@moddevelopments.com)<<mailto:nlalani@moddevelopments.com>>>

Date: December 27, 2018 at 10:13:22 PM EST

To: "Michael P. Farace" <[mfarace@millertomson.com](mailto:mfarace@millertomson.com)<<mailto:mfarace@millertomson.com>>>

Cc: "[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)<<mailto:jcarhart@millertomson.com>>"

<[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com)<<mailto:jcarhart@millertomson.com>>>, Aidan Ball

<[aball@moddevelopments.com](mailto:aball@moddevelopments.com)<<mailto:aball@moddevelopments.com>>>

You can subscribe<<https://sites-millerthomson.vuturvevx.com/5/2299/landing-pages/subscribe-email.asp>> to Miller Thomson's free electronic communications, or unsubscribe<<https://sites-millerthomson.vuturvevx.com/5/2299/landing-pages/unsubscribe-email-en.asp>> at any time.

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encryption upon request. If you no longer wish to receive e-mail messages from Miller Thomson, please contact the sender.

Visit our website at [www.millerthomson.com](http://www.millerthomson.com)<<http://www.millerthomson.com>> for information about our firm and the services we provide.

Il est possible de s'abonner<<https://sites-millerthomson.vuturvevx.com/5/2299/landing-pages/subscribe-courriel-fr.asp>> aux communications électroniques gratuites de Miller Thomson ou de s'en désabonner<<https://sites-millerthomson.vuturvevx.com/5/2299/landing-pages/unsubscribe-courriel-fr.asp>> à tout moment.

CONFIDENTIALITÉ: Ce message courriel (y compris les pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute utilisation ou divulgation non permise est strictement interdite. L'obligation de confidentialité et de secret professionnel demeure malgré toute divulgation. Si vous avez reçu le présent courriel et ses annexes par erreur, veuillez nous en informer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.

Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à [www.millerthomson.com](http://www.millerthomson.com)<<http://www.millerthomson.com>>

<Scan Dec 27, 2018 at 10\_07 PM.pdf>

Noorez Lalani  
MOD Developments Inc.  
M: 647 668 8534  
O: 647 748 2022  
[www.moddevelopments.com](http://www.moddevelopments.com)<<http://www.moddevelopments.com>>

This email and any attachments are for the sole use of the intended recipients and may be privileged or confidential. Any distribution, printing or other use by anyone else is prohibited. If you are not an intended recipient, please contact the sender immediately, and permanently delete this email and attachments.

Le présent courriel et les documents qui y sont joints sont exclusivement réservés à l'utilisation des destinataires concernés et peuvent être de nature privilégiée ou confidentielle. Toute distribution, impression ou autre utilisation est interdite aux autres personnes. Si vous ne faites pas partie des destinataires concernés, veuillez en

informer immédiatement l'expéditeur, ainsi que supprimer ce courriel et les documents joints de manière permanente. 747

This email and any attachments are for the sole use of the intended recipients and may be privileged or confidential. Any distribution, printing or other use by anyone else is prohibited. If you are not an intended recipient, please contact the sender immediately, and permanently delete this email and attachments.

Le présent courriel et les documents qui y sont joints sont exclusivement réservés à l'utilisation des destinataires concernés et peuvent être de nature privilégiée ou confidentielle. Toute distribution, impression ou autre utilisation est interdite aux autres personnes. Si vous ne faites pas partie des destinataires concernés, veuillez en informer immédiatement l'expéditeur, ainsi que supprimer ce courriel et les documents joints de manière permanente.

**Nigro, Elizabeth**

---

**From:** Farace, Michael <mfarace@millerthomson.com>  
**Sent:** Wednesday, January 9, 2019 11:19 AM  
**To:** Banack, Adam  
**Cc:** Carhart, Jeffrey; Bomhof, Scott; Slavens, Adam  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien  
**Attachments:** Mod Developments 1997 Lien AT5048864.pdf

**Importance:** High

Adam,

There is a new lien registered as instrument number AT5048864, on Jan 8/19 by Jeff Smith for \$22,586.

Attached is a copy of Smith's lien which is registered for Local 793 members.

We need to get the Receiver to confirm the validity of this lien as soon as possible as it is stopping the flow of payments on the project.

Regards,

**MICHAEL P. FARACE**

Partner

**Miller Thomson LLP**

100 New Park Place, Suite 700

Vaughan, Ontario L4K 0H9

**Direct Line:** +1 905.532.6618

**Fax:** +1 905.660.0139

**Email:** [mfarace@millerthomson.com](mailto:mfarace@millerthomson.com)

[millerthomson.com](http://millerthomson.com)

Connect with us on [LinkedIn](#)

View my [web page](#)



Please consider the environment before printing this email.

---

**From:** Banack, Adam [mailto:abanack@torys.com]  
**Sent:** Monday, January 7, 2019 11:49 AM  
**To:** Farace, Michael <mfarace@millerthomson.com>  
**Cc:** Carhart, Jeffrey <jcarhart@millerthomson.com>; Bomhof, Scott <sbomhof@torys.com>; Slavens, Adam <aslavens@torys.com>  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

Michael,



Approval was received quicker than expected. I just received an email confirming that Cooper is prepared to waive the \$3,341.10. With that I can confirm that the Receiver is signed-off on the adjusted amount.

Sepideh Nassabi from Minden Gross advised that she would be reaching out to MOD's counsel to convey this information as well.

Regards,

Adam Banack

P. 416.865.7392 | F. 416.865.7380 | 1.800.505.8679

---

**From:** Banack, Adam  
**Sent:** January-07-19 11:46 AM  
**To:** [mfarace@millerthomson.com](mailto:mfarace@millerthomson.com)  
**Cc:** Carhart, Jeff <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Subject:** FW: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

FYI.

Adam Banack

P. 416.865.7392

---

**From:** Banack, Adam  
**Sent:** January-07-19 11:41 AM  
**To:** 'Carhart, Jeff' <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>  
**Cc:** Bomhof, Scott <[sbomhof@torys.com](mailto:sbomhof@torys.com)>  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

Morning Jeff,

KSV has reviewed the invoices in detail and figured out what the delta of \$3,341.10 that should not have been charged. We have relayed this to Cooper's counsel and they are taking it back to their client. Assuming that they agree, then the Receiver will approve of Owner resolving the lien less said amount.

I will revert once I've heard back from Cooper's counsel.

Regards,

Adam Banack

---

**From:** Carhart, Jeff [<mailto:jcarhart@millerthomson.com>]  
**Sent:** January-06-19 3:29 PM  
**To:** Bomhof, Scott <[sbomhof@torys.com](mailto:sbomhof@torys.com)>  
**Cc:** Banack, Adam <[abanack@torys.com](mailto:abanack@torys.com)>  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

Scott / Adam

I know that Adam called me on Friday about the construction lien claim of Cooper Equipment Rentals ("Cooper")

As I understand it:

- (i) Cooper is claiming approximately \$50,000
- (ii) The Forma-Con records that the Receiver had reviewed show the amount to be only approximately \$42,000 [although I also confirm Adam's advice when we spoke that the Receiver is still investigating the matter]

Please advise if you have any more information as to the discrepancy

Thank you

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

[millerthomson.com](http://millerthomson.com)

Connect with us on [LinkedIn](#)

View my [web page](#)



Please consider the environment before printing this email.

---

**From:** Bomhof, Scott [<mailto:sbomhof@torys.com>]

**Sent:** Wednesday, January 2, 2019 3:25 PM

**To:** Carhart, Jeff <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>

**Cc:** Banack, Adam <[abanack@torys.com](mailto:abanack@torys.com)>

**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

KSV is still tracking down the payable information for this claimant. I will let you know as soon as I have the required information.

---

**From:** Carhart, Jeff [<mailto:jcarhart@millerthomson.com>]  
**Sent:** Monday, December 31, 2018 1:43 PM  
**To:** Banack, Adam <[abanack@torys.com](mailto:abanack@torys.com)>  
**Cc:** Bomhof, Scott <[sbomhof@torys.com](mailto:sbomhof@torys.com)>  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

Adam / Scott

The lien claimant is following up hard with Mod developments concerning this lien

Can we assume that the Receiver accepts the validity of this lien?

Thank you

**JEFFREY C. CARHART**  
Partner

**Miller Thomson LLP**  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8615  
**Fax:** +1 416.595.8695  
**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)  
[millerthomson.com](http://millerthomson.com)

Connect with us on [LinkedIn](#)  
View my [web page](#)



Please consider the environment before printing this email.

---

**From:** Carhart, Jeff  
**Sent:** Friday, December 28, 2018 12:11 PM  
**To:** Banack, Adam <[abanack@torys.com](mailto:abanack@torys.com)>  
**Cc:** Bomhof, Scott <[sbomhof@torys.com](mailto:sbomhof@torys.com)>  
**Subject:** RE: MOD DEVELOPMENTS/ FORMA-CON // Construction Lien

Dear Adam and Scott

Please see the four attachments which relate to a lien registered against the Massey Tower property, which has just come to the attention of Mod Developments

I know that we are still awaiting the fully signed Close Out Agreement, as per yesterday's correspondence, but in the meantime, can you please ask the Receiver to confirm that it accepts this lien as valid within the terms of section 1.4(2) of that Close Out Agreement?

Thank you

**JEFFREY C. CARHART**

Partner

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8615

**Fax:** +1 416.595.8695

**Email:** [jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)

**millerthomson.com**

Connect with us on [LinkedIn](#)

View my [web page](#)



Please consider the environment before printing this email.

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

From: Banack, Adam [<mailto:abanack@torys.com>]

Sent: Thursday, December 27, 2018 10:52 PM

To: Carhart, Jeff <[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)>

Cc: Bomhof, Scott <[sbomhof@torys.com](mailto:sbomhof@torys.com)>

Subject: Re: MOD DEVELOPMENTS/ FORMA-CON // Fwd: Signature page

Thank you Jeff.

We will arrange for our client's signature page to be delivered as soon as possible.

P. 416.865.7392 | F. 416.865.7380 | 1.800.505.8679

79 Wellington St. W., 30th Floor, Box 270, TD South Tower Toronto, Ontario M5K 1N2 Canada |

[www.torys.com](http://www.torys.com)<<http://www.torys.com>>

[Torys LLP]<<http://www.torys.com>>

On Dec 27, 2018, at 10:24 PM, Carhart, Jeff

<[jcarhart@millerthomson.com](mailto:jcarhart@millerthomson.com)<<mailto:jcarhart@millerthomson.com>>> wrote:

Adam / Scott

Attached please find the signed signature page counterpart of Mod Developments to the Close Out Agreement <sup>753</sup>

Of course this is delivered conditional upon the other counterpart being signed as well

I have a meeting first thing tomorrow which may run for a while but I will touch base with you when that is over (expected to be late morning) & we can, of course, coordinate assembling fully signed copies of the agreement

Thank you

JEFFREY C. CARHART <<mailto:jcarhart@millertomson.com>>

Partner

Miller Thomson LLP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8615

Fax: +1 416.595.8695

Email: [jcarhart@millertomson.com](mailto:jcarhart@millertomson.com) <<mailto:jcarhart@millertomson.com>>

[millertomson.com](http://www.millertomson.com) <<http://www.millertomson.com>>

Connect with us on LinkedIn <<http://ca.linkedin.com/pub/jeff-carhart/15/22b/422>>

View my web page <<http://www.millertomson.com/en/our-people/jeffrey-carhart>>

<imagef274a3.PNG>

Please consider the environment before printing this email.

Begin forwarded message:

From: Noorez Lalani <[nlalani@moddevelopments.com](mailto:nlalani@moddevelopments.com) <<mailto:nlalani@moddevelopments.com>>>

Date: December 27, 2018 at 10:13:22 PM EST

To: "Michael P. Farace" <[mfarace@millertomson.com](mailto:mfarace@millertomson.com) <<mailto:mfarace@millertomson.com>>>

Cc: "[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com) <<mailto:jcarhart@millertomson.com>>"

<[jcarhart@millertomson.com](mailto:jcarhart@millertomson.com) <<mailto:jcarhart@millertomson.com>>>, Aidan Ball

<[aball@moddevelopments.com](mailto:aball@moddevelopments.com) <<mailto:aball@moddevelopments.com>>>

Subject: Signature page

You can subscribe <<https://sites-millertomson.vuturevx.com/5/2299/landing-pages/subscribe-email.asp>> to Miller Thomson's free electronic communications, or unsubscribe <<https://sites-millertomson.vuturevx.com/5/2299/landing-pages/unsubscribe-email-en.asp>> at any time.

CONFIDENTIALITY: This e-mail message (including attachments, if any) is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encryption upon request. If you no longer wish to receive e-mail messages from Miller Thomson, please contact the sender.

Visit our website at [www.millerthomson.com](http://www.millerthomson.com) for information about our firm and the services we provide.

Il est possible de s'abonner [aux communications électroniques gratuites de Miller Thomson](https://sites-millerthomson.vuturvevx.com/5/2299/landing-pages/subscribe-courriel-fr.asp) ou de s'en désabonner [à tout moment](https://sites-millerthomson.vuturvevx.com/5/2299/landing-pages/unsubscribe-courriel-fr.asp).

CONFIDENTIALITÉ: Ce message courriel (y compris les pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute utilisation ou divulgation non permise est strictement interdite. L'obligation de confidentialité et de secret professionnel demeure malgré toute divulgation. Si vous avez reçu le présent courriel et ses annexes par erreur, veuillez nous en informer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.

Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à [www.millerthomson.com](http://www.millerthomson.com)

<Scan Dec 27, 2018 at 10\_07 PM.pdf>

Noorez Lalani  
MOD Developments Inc.  
M: 647 668 8534  
O: 647 748 2022  
[www.moddevelopments.com](http://www.moddevelopments.com)

This email and any attachments are for the sole use of the intended recipients and may be privileged or confidential. Any distribution, printing or other use by anyone else is prohibited. If you are not an intended recipient, please contact the sender immediately, and permanently delete this email and attachments.

Le présent courriel et les documents qui y sont joints sont exclusivement réservés à l'utilisation des destinataires concernés et peuvent être de nature privilégiée ou confidentielle. Toute distribution, impression ou autre utilisation est interdite aux autres personnes. Si vous ne faites pas partie des destinataires concernés, veuillez en informer immédiatement l'expéditeur, ainsi que supprimer ce courriel et les documents joints de manière permanente.

This email and any attachments are for the sole use of the intended recipients and may be privileged or confidential. Any distribution, printing or other use by anyone else is prohibited. If you are not an intended recipient, please contact the sender immediately, and permanently delete this email and attachments.

Le présent courriel et les documents qui y sont joints sont exclusivement réservés à l'utilisation des destinataires

concernés et peuvent être de nature privilégiée ou confidentielle. Toute distribution, impression ou autre utilisation est interdite aux autres personnes. Si vous ne faites pas partie des destinataires concernés, veuillez en informer immédiatement l'expéditeur, ainsi que supprimer ce courriel et les documents joints de manière permanente. 755

This email and any attachments are for the sole use of the intended recipients and may be privileged or confidential. Any distribution, printing or other use by anyone else is prohibited. If you are not an intended recipient, please contact the sender immediately, and permanently delete this email and attachments.

Le présent courriel et les documents qui y sont joints sont exclusivement réservés à l'utilisation des destinataires concernés et peuvent être de nature privilégiée ou confidentielle. Toute distribution, impression ou autre utilisation est interdite aux autres personnes. Si vous ne faites pas partie des destinataires concernés, veuillez en informer immédiatement l'expéditeur, ainsi que supprimer ce courriel et les documents joints de manière permanente.

**Nigro, Elizabeth**

---

**From:** Farace, Michael <mfarace@millerthomson.com>  
**Sent:** Sunday, May 12, 2019 3:38 PM  
**To:** Daniel Resnick; Bomhof, Scott  
**Cc:** Demetrios Yiokaris; Michelle Alexander; Noelle Cormier; Esther Mann  
**Subject:** RE: LIUNA Local 183 and IUOE Local 793 v. Forma-Con re Massey Project

Hi Daniel,

Please let me know when you will be sending the remaining \$9,183.71.

Thanks

**MICHAEL P. FARACE**

Partner

**Miller Thomson LLP**

100 New Park Place, Suite 700

Vaughan, Ontario L4K 0H9

**Direct Line:** +1 905.532.6618

**Fax:** +1 905.660.0139

**Email:** [mfarace@millerthomson.com](mailto:mfarace@millerthomson.com)

[millerthomson.com](http://millerthomson.com)

Connect with us on [LinkedIn](#)

View my [web page](#)



Please consider the environment before printing this email.

---

**From:** Daniel Resnick [mailto:dresnick@kmlaw.ca]  
**Sent:** Thursday, April 25, 2019 4:18 PM  
**To:** 'Bomhof, Scott' <sbomhof@torys.com>  
**Cc:** Demetrios Yiokaris <dyiokaris@kmlaw.ca>; Michelle Alexander <malexander@kmlaw.ca>; Noelle Cormier <ncormier@kmlaw.ca>; Esther Mann <emann@ksvadvisory.com>; Farace, Michael <mfarace@millerthomson.com>  
**Subject:** [\*\*EXT\*\*] RE: LIUNA Local 183 and IUOE Local 793 v. Forma-Con re Massey Project

Thanks Scott. I have copied Mr. Farace on this email. In light of the Receiver's approval of the **\$13,402.65** payable to Local 793 in respect of the Massey Project, we will proceed to release this amount to our client from the funds held in escrow. The remaining **\$9,183.71** shall be returned to Mr. Farace for the benefit of his client. If anyone wishes to discuss, please call me. Thank you all for your assistance.

Regards,

Daniel





Daniel Resnick

Associate

T: +1 416-542-6299 | F: +1 416-204-2813 | E: [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca)

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

[kmlaw.ca](http://kmlaw.ca)

757

---

**From:** Bomhof, Scott [<mailto:sbomhof@torys.com>]  
**Sent:** April-25-19 4:09 PM  
**To:** Daniel Resnick  
**Cc:** Demetrios Yiokaris; Michelle Alexander; Noelle Cormier; Esther Mann  
**Subject:** RE: LIUNA Local 183 and IUOE Local 793 v. Forma-Con re Massey Project

This number is correct.

P. 416.865.7370 | F. 416.865.7380 | 1.800.505.8679

---

**From:** Daniel Resnick [<mailto:dresnick@kmlaw.ca>]  
**Sent:** Thursday, April 25, 2019 3:29 PM  
**To:** Bomhof, Scott <[sbomhof@torys.com](mailto:sbomhof@torys.com)>  
**Cc:** Demetrios Yiokaris <[dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca)>; Michelle Alexander <[malexander@kmlaw.ca](mailto:malexander@kmlaw.ca)>; Noelle Cormier <[ncormier@kmlaw.ca](mailto:ncormier@kmlaw.ca)>; Esther Mann <[emann@ksvadvisory.com](mailto:emann@ksvadvisory.com)>  
**Subject:** RE: LIUNA Local 183 and IUOE Local 793 v. Forma-Con re Massey Project

Scott,

My client reviewed your email below. 793's calculations get the Union to **\$13,402.65** (see attached). If that number is agreeable we can resolve this project once and for all. Thanks.

As well, I left you a VM earlier about another small issue on a different project. If you have an opportunity, please give me a call.

Thanks.

Daniel



Daniel Resnick

Associate

T: +1 416-542-6299 | F: +1 416-204-2813 | E: [dresnick@kmlaw.ca](mailto:dresnick@kmlaw.ca)

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

[kmlaw.ca](http://kmlaw.ca)

---

This e-mail message is privileged, confidential and subject to copyright. Any unauthorized use or disclosure is prohibited.  
Le contenu du présent courriel est privilégié, confidentiel et soumis à des droits d'auteur. Il est interdit de l'utiliser ou de le divulguer sans autorisation.

---

-----  
[EXTERNAL EMAIL / COURRIEL EXTERNE]

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

758  
Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

-----  
You can [subscribe](#) to Miller Thomson's free electronic communications, or [unsubscribe](#) at any time.

CONFIDENTIALITY: This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation. This message has not been encrypted. Special arrangements can be made for encryption upon request. If you no longer wish to receive e-mail messages from Miller Thomson, please contact the sender.

Visit our website at [www.millerthomson.com](http://www.millerthomson.com) for information about our firm and the services we provide.

Il est possible de [s'abonner](#) aux communications électroniques gratuites de Miller Thomson ou de s'en [désabonner](#) à tout moment.

CONFIDENTIALITÉ: Ce message courriel (y compris les pièces jointes, le cas échéant) est confidentiel et destiné uniquement à la personne ou à l'entité à qui il est adressé. Toute utilisation ou divulgation non permise est strictement interdite. L'obligation de confidentialité et de secret professionnel demeure malgré toute divulgation. Si vous avez reçu le présent courriel et ses annexes par erreur, veuillez nous en informer immédiatement et le détruire. Nous vous remercions de votre collaboration. Le présent message n'a pas été crypté. Le cryptage est possible sur demande spéciale. Communiquer avec l'expéditeur pour ne plus recevoir de courriels de la part de Miller Thomson.

Pour tout renseignement au sujet des services offerts par notre cabinet, visitez notre site Web à [www.millerthomson.com](http://www.millerthomson.com)

# Appendix “LL”

Court File No.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

CV-19-00616137-0000

IN THE MATTER OF THE *CONSTRUCTION ACT*, R.S.O. 1990, C. c-30

B E T W E E N:

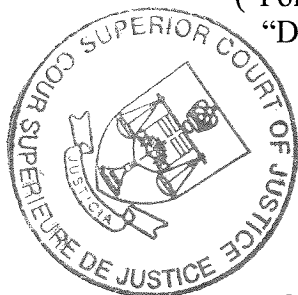
KSV KOFMAN INC. in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1033803 ONTARIO INC., operating as Forma-Con Construction and Forma Finishing ("Forma-Con"), and 1087507 ONTARIO INC. (together with Forma-Con, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors

Plaintiff

- and -

MOD DEVELOPMENTS (197 YONGE) LIMITED PARTNERSHIP

Defendant



**STATEMENT OF CLAIM**

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

~~Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.~~

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date March 13, 2019 Issued by R. Sipidias.  
Local Registrar

Address of  
court office: 393 University Ave., 10th Floor  
Toronto, ON  
M5G 1E6

TO: REGISTRAR, SUPERIOR COURT OF JUSTICE  
393 University Ave., 10th Floor  
Toronto, ON  
M5G 1E6

AND TO: MOD DEVELOPMENTS (197 YONGE) LIMITED PARTNERSHIP  
8 Price Street, 4th Floor  
Toronto, ON  
M4W 1Z4

AND/OR

550 Burrard Street, Suite #600  
Vancouver, BC  
V6C 2B5

**CLAIM**

1. The plaintiff claims:

- (a) a declaration that it has a lien (the “**Lien**”) in the amount of \$ 2,038,704.26 pursuant to the *Construction Act*, R.S.O. 1990, c. C.30, as amended;
- (b) damages of \$2,038,704.26 plus any additional applicable taxes, to be paid by the defendant;
- (c) an order, if necessary, that payment of the damages be made from the security posted with the Accountant of the Superior Court of Justice to vacate the Lien (the “**Security**”);
- (d) pre-judgment and post-judgment interest in accordance with the Contract (as defined below) or in the alternative in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (e) payment of its costs of this action;
- (f) for the purposes set out above, and for all other purposes, that all proper directions be given, inquiries made and accounts taken; and
- (g) such further and other relief as the Court may deem just.

**The Parties**

2. KSV Kofman Inc. (“**KSV**”) was appointed as receiver and manager, without security, of:  
(i) all of the assets, undertakings and properties of 1033803 Ontario Inc., operating as Forma-Con Construction and Forma Finishing (“**Forma-Con**”), and 1087507 Ontario Inc. (together with Forma-Con, the “**Debtors**”) acquired for, or used in relation to a business carried on by the

Debtors; (ii) certain specific assets of Bondfield Construction Company Limited and Bondfield Construction Equipment Ltd; and (iii) the real property known municipally as 131 Saramia Crescent in Vaughan, Ontario (KSV, in such capacity, the “**Receiver**”), by order of the Honourable Justice Hainey of the Ontario Superior Court of Justice (Commercial List) dated November 19, 2018 (the “**Order**”).

3. Forma-Con is a construction contractor based in Concord, Ontario.

4. MOD Developments (197 Yonge) Limited Partnership (“**197 Yonge LP**”) is the developer of the Massey Tower, a 60-storey condominium tower (the “**Project**”) under development at 197 Yonge Street, Toronto, Ontario (the “**Site**”).

#### **The Contract**

5. On or about December 19, 2014, Forma-Con entered into a contract with 197 Yonge LP (the “**Contract**”) whereby Forma-Con agreed to provide work and materials in connection with the Project. The work and materials that Forma-Con agreed to provide included concrete forming and falsework, void forming, concrete placing and finishing, temporary shoring, hoisting, coordination management of rebar placement, and the supply and installation of concrete accessories. The contract price, including applicable taxes, was \$23,084,770.

6. Forma-Con continues to supply work and materials on the Project.

#### **The Receiver’s Lien**

7. As of December 14, 2018, Forma-Con had made improvements to the Site valued at \$2,038,704.26 for which it has not been paid. 197 Yonge LP is indebted to Forma-Con for the sum of \$2,038,704.26.

8. This amount is due and owing. The Receiver has made a demand for payment on behalf of Forma-Con, which payment has not been made. The failure by the defendant to pay this amount is a breach of the Contract.

9. In the alternative, the Receiver is entitled to compensation on a *quantum meruit* basis as against the defendant.

10. By reason of Forma-Con supplying the services and materials that it did, Forma-Con has enhanced the value of the Site and enriched the defendant. The defendant has received the benefit of this enhancement and has been unjustly enriched by the amount of the Receiver's claim. The Receiver therefore seeks restitution on the basis of unjust enrichment.

11. By reason of performing the work described above, Forma-Con became and is entitled to a lien upon the estate or interest of the owner of the Site. On February 13, 2019, the Receiver caused to be registered in the Land Titles Office for the Land Titles Division of Toronto (No. 80) at Toronto, as instrument no. AT5076132, a claim for lien on the Site for \$2,038,704.26. A copy of the claim for lien is attached to this statement of claim as Schedule "A."

12. The Site is described in the claim for lien as:

PIN	21098 - 0011 LT
Description	PCL 8-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK PT 6 AND 7, 66R15815; T/W PT PARKLT 8 CON 1 FTB TWP OF YORK, PT 8, 66R15815 AS IN LT89861, S/T AND EASEMENT OVER PTS 6 AND 7 ON PL 66R15815 AS IN AT3692232; TORONTO, CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9 W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26



ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1  
FTB TWP OF YORK;

PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN  
EP62953 & EP69249 AS IN AT3631950;

SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN  
66R27069 IN FAVOUR OF PT LT 7 W/S VICTORIA ST PL  
22A TORONTO AS IN EP12249 (FIRSTLY) AS IN AT3631950;

SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN  
66R27069 IN FAVOUR OF PART OF PARK LOT 8,  
CONCESSION 1 FROM THE BAY AND PART OF LOTS 6  
AND 7 ON W/S VICTORIA STREET, PLAN 22A,  
DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45,  
46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950;

SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN  
66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF  
YORK AS IN CA706172 AS IN AT3631989;

SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN  
66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF  
YORK PT 3 AND 4, 66R15002 AS IN AT3631989;

SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN  
66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF  
LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA  
STREET) REGISTERED PLAN 22A AND PART OF PARK  
LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP  
OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS  
IN AT3631989;

SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN  
66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF  
YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN  
AT3631989;

SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN  
66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF  
YORK;

PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AN 3  
ON PLAN 63R3426 AS IN AT3631989;

TOGETHER WITH AN EASEMENT OVER PART OF PARK  
LOT 8, CONCESSION 1 FROM THE BAY AND PART OF  
LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A,  
DESIGNATED AS DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7,  
8 ,9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069  
AS IN AT3632053;

TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK;

PART OF LOTS 6 & 7 W/S VICTORIA ST PL 22A,  
DESIGNATED AS PARTS 2, 6 & 39 ON PLAN 66R27069 AS  
IN AT3631744;

TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK;  
PT LT 6 W/S VICTORIA ST PL 22A, DESIGNATED AS  
PARTS 4 & 5 ON PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK;  
PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS  
PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON  
PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON  
PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK;  
PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS  
PART 44 ON PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK;  
PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PAR  
44 ON PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S  
VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN  
66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK;  
PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED A PARTS  
43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN  
63R-4643 AS IN AT3757274;  
SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN  
66R27069 IN FAVOUR OF PART PARK LOT 8 CONCESSION  
1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989;  
SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN  
66R27069 IN FAVOUR OF PART OF PARK LOT 8  
CONCESSION 1 FT TWP OF YORK PARTS 3 AND 4 ON  
PLAN 66R15002 AS IN AT3631989

Address	TORONTO
PIN	21098 - 0013 LT
Description	PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST; PT 1, 2 AND 8, 66R15815, S/T PT 8, 66R15815 AS IN LT89861

PARTIALLY RELEASED AND ABANDONED BY C468580;  
T/W PT 9, 66R15815 AS IN LT89861;  
S/T AN EASEMENT OVER PTS1,2 AND 8 ON PL 66R15815  
AS IN AT3692232; TORONTO , CITY OF TORONTO;  
SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON  
PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9  
W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN  
AT3631950;  
SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON  
PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB  
TWP OF YORK;  
PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN  
EP62953 & EP69249 AS IN AT3631950;  
SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON  
PLAN 66R27069 IN FAVOUR OF PT LT 7 W/S VICTORIA ST  
PL 22A TORONTO AS IN EP12249 (FIRSTLY) AS IN  
AT3631950;  
SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON  
PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8,  
CONCESSION 1 FROM THE BAY AND PART OF LOTS 6  
AND 7 ON W/S VICTORIA STREET, PLAN 22A,  
DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45,  
46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950;  
TOGETHER WITH AN EASEMENT OVER PART OF PARK  
LOT 8 , CONCESSION 1 FROM THE BAY AND PART OF  
LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A,  
DESIGNATED AS DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7,  
8 ,9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069  
AS IN AT3632053;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK; PART OF LOTS 6 & 7 W/S  
VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 & 39  
ON PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL  
22A, DESIGNATED AS PARTS 4 & 5 ON PLAN 66R27069 AS  
IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK;  
PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS  
PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON  
PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON

PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK;  
PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS  
PART 44 ON PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK;  
PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART  
44 ON PLAN 66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S  
VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN  
66R27069 AS IN AT3631744;  
TOGETHER WITH AN EASEMENT OVER PT PARKLT 8  
CON 1 FTB TWP OF YORK;  
PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS  
PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744;  
SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN  
66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF  
YORK AS IN CA706172 AS IN AT3631989;  
SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN  
66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF  
YORK PT 3 AND 4, 66R15002 AS IN AT3631989;  
SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN  
66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF  
LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA  
STREET) REGISTERED PLAN 22A AND PART OF PARK  
LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP  
OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS  
IN AT3631989;  
SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN  
66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF  
YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN  
AT3631989;  
SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN  
66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF  
YORK;  
PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND  
3 ON PLAN 63R3426 AS IN AT3631989;  
SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON  
PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB  
TWP OF YORK AS IN CA706172 AS IN AT3631989;  
SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON  
PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB  
TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989;  
SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON  
PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART

OF LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989;

SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989;

SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK;

PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989;

SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989;

SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989;

SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989;

SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989;

SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK;

PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989;

TOGETHER WITH AN EASEMENT OVER PART 5 ON PLA 63R-4643 AS IN AT3757274

ADDRESS	TORONTO
PIN	21098 - 0085 LT
DESCRIPTION	PT PARKLT 8 CON 1 FTB TWP OF YORK PT 5 63R4643 T/W CA797973; CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER

PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 6 & 7 ON PLAN 66R-15815 AS IN AT3757274;  
SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 1, 2 & 8 PLAN 66R-15815 AS IN AT3757274;  
SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 11, 12, 19M 20, 21, 22, 23, 24, 32, 34, 35, 37, 38, 40, 41, 52, 53, 57, 58, 59, 60, 61 & 62 ON PLAN 66R-27069 AS IN AT3757274;  
CITY OF TORONTO

ADDRESS 205 YONGE ST  
TORONTO

PIN 21098 - 0198 LT

DESCRIPTION UNNAMED LANE PL 22A TORONTO BTN YONGE ST & VICTORIA ST, S OF SHUTER ST;  
PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN OS15022;  
BEING ST. ENOCH'S SQUARE; CITY OF TORONTO

ADDRESS TORONTO

PIN 21098 - 0201 LT

DESCRIPTION PT PARKLT 8 CON 1 FTB TWP OF YORK;  
PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249; CITY OF TORONTO;  
TOGETHER WITH AN EASEMENT OVER PCL 8-30 SEC Y2;  
PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 26 ON PLAN 66R27069 AS IN AT3631950;  
TOGETHER WITH AN EASEMENT OVER PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST DESIGNATED AS PARTS 14 AND 17 ON PLAN 66R27069 AS IN AT3631950;  
TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 38, 40, 41, 52, 57, 58, 59, 60 AND 61, 66R27069 AS IN AT3632036;  
TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 20, 23, 35, 38 & 53 ON PLAN 66R27069 AS IN AT3631950;  
TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 40, 41 & 52 ON PLAN 66R27069 AS IN

AT3631950;  
 TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38 & 57 ON PLAN 66R27069 AS IN AT3631950;  
 TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PART 58 ON PLAN 66R27069 AS IN AT3631950;  
 TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38, 57, 60 & 61 ON PLAN 66R27069 AS IN AT3631950

ADDRESS TORONTO

PIN 21098 - 0282 LT

DESCRIPTION PART PARKLT 8 CONCESSION 1 FTB (TWP OF YORK) PARTS 1 TO 9 PLAN 66R30428;  
 S/T EASEMENT OVER PART 1 PLAN 66R30428 AS IN CA630197E;  
 S/T EASEMENT OVER PARTS 1 TO 9 PLAN 66R30428 AS IN AT3692232;  
 S/T EASEMENT OVER PARTS 3, 4, 5 & 7 PLAN 66R30428 IN AT3631950;  
 S/T EASEMENT OVER PARTS 3, 4 & 7 PLAN 66R30428 AS IN AT3631989;  
 S/T EASEMENT OVER PARTS 5, 6 & 7 PLAN 66R30428 AS IN AT3632036;  
 TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6 & 7 W/S VICTORIA ST PLAN 22A, PART 10 PLAN 66R30428 AS IN AT3631744;  
 TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6 & 7 W/S VICTORIA ST PLAN 22A, PARTS 10 & 11 PLAN 66R30428 AS IN AT3632053;  
 TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (TWP OF YORK), PART 12 PLAN 63R4643 AS IN AT3757274; CITY OF TORONTO

ADDRESS TORONTO

13. The Lien was vacated by order of Master Wiebe dated February 21, 2019 after the Security of \$2,038,704.26 plus costs was posted with the Accountant of the Ontario Superior

Court of Justice. The plaintiff is entitled to be paid from the Security, if the defendant fails to pay the amount due. The Receiver relies upon s. 44(6) of the *Construction Act*.

14. The Receiver proposes that the action be tried at Toronto.

March 13, 2019

**Torys LLP**

Suite 3000

79 Wellington St. W.

Box 270, TD Centre

Toronto, ON M5K 1N2

Fax: 416.865.7380

David Outerbridge (LSUC #: 42724V)

Tel: 416.865.7825

Lawyers for the Plaintiff



# Schedule "A"

LRO # 80 Construction Lien

Registered as AT5076132 on 2019 02 13 at 15:58

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 12

773

## Properties

PIN 21098 - 0013 LT

Description PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST; PT 1, 2 AND 8, 66R15815, S/T PT 8, 66R15815 AS IN LT89861 PARTIALLY RELEASED AND ABANDONED BY C468580; T/W PT 9, 66R15815 AS IN LT89861; S/T AN EASEMENT OVER PTS 1, 2 AND 8 ON PL 66R15815 AS IN AT3692232; TORONTO, CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9 W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP12249 (FIRSTLY) AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PART OF LOTS 6 & 7 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 & 39 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 & 5 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN

**Properties**

AT3631989; TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN 63R-4643 AS IN AT3757274

Address TORONTO

PIN 21098 - 0282 LT

Description PART PARKLT 8 CONCESSION 1 FTB (TWP OF YORK) PARTS 1 TO 9 PLAN 66R30428; S/T EASEMENT OVER PART 1 PLAN 66R30428 AS IN CA630197E; S/T EASEMENT OVER PARTS 1 TO 9 PLAN 66R30428 AS IN AT3692232; S/T EASEMENT OVER PARTS 3, 4, 5 & 7 PLAN 66R30428 IN AT3631950; S/T EASEMENT OVER PARTS 3, 4 & 7 PLAN 66R30428 AS IN AT3631989; S/T EASEMENT OVER PARTS 5, 6 & 7 PLAN 66R30428 AS IN AT3632036;; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6 & 7 W/S VICTORIA ST PLAN 22A, PART 10 PLAN 66R30428 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6 & 7 W/S VICTORIA ST PLAN 22A, PARTS 10 & 11 PLAN 66R30428 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (TWP OF YORK), PART 12 PLAN 63R4643 AS IN AT3757274; CITY OF TORONTO

Address TORONTO

PIN 21098 - 0011 LT

Description PCL 8-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK PT 6 AND 7, 66R15815; T/W PT PARKLT 8 CON 1 FTB TWP OF YORK, PT 8, 66R15815 AS IN LT89861, S/T AND EASEMENT OVER PTS 6 AND 7 ON PL 66R15815 AS IN AT3692232; TORONTO , CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9 W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP12249 (FIRSTLY) AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8 , CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8 ,9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PART OF LOTS 6 & 7 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 & 39 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 & 5 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN 63R-4643 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART PARK LOT 8 CONCESSION 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8 CONCESSION 1 FTB TWP OF YORK PARTS 3 AND 4 ON PLAN 66R15002 AS IN AT3631989

Address TORONTO

PIN 21098 - 0085 LT

**Properties**

**Description** PT PARKLT 8 CON 1 FTB TWP OF YORK PT 5 63R4643 T/W CA797973; CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 6 & 7 ON PLAN 66R-15815 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 1, 2 & 8 PLAN 66R-15815 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 11, 12, 19M 20, 21, 22, 23, 24, 32, 34, 35, 37, 38, 40, 41, 52, 53, 57, 58, 59, 60, 61 & 62 ON PLAN 66R-27069 AS IN AT3757274; CITY OF TORONTO

**Address** 205 YONGE ST  
TORONTO

**PIN** 21098 - 0198 LT

**Description** UNNAMED LANE PL 22A TORONTO BTN YONGE ST & VICTORIA ST, S OF SHUTER ST; PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN OS15022; BEING ST. ENOCH'S SQUARE; CITY OF TORONTO

**Address** TORONTO

**PIN** 21098 - 0201 LT

**Description** PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249; CITY OF TORONTO; TOGETHER WITH AN EASEMENT OVER PCL 8-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 26 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST DESIGNATED AS PARTS 14 AND 17 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 38, 40, 41, 52, 57, 58, 59, 60 AND 61, 66R27069 AS IN AT3632036; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 20, 23, 35, 38 & 53 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 40, 41 & 52 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38 & 57 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PART 58 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38, 57, 60 & 61 ON PLAN 66R27069 AS IN AT3631950

**Address** TORONTO

**Consideration**

**Consideration** \$2,038,704.26

**Claimant(s)**

**Name** FORMA-CON CONSTRUCTION  
**Address for Service** Noah Goldstein  
KSV KOFMAN INC., in its capacity as  
Court-appointed receiver and manager  
of the claimant, and not in its personal or  
corporate capacity  
150 King Street West, Suite 2308, Box  
42  
Toronto, ON  
M5H 1J9

I, Noah Goldstein, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Noah Goldstein, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Statements**

Name and Address of Owner See Schedule Name and address of person to whom lien claimant supplied services or materials MOD Developments (197 Yonge) Limited Partnership - 9 Price Street, 4th Floor Toronto, Ontario M4W 1Z4 Time within which services or materials were supplied from 2015/07/27 to 2019/02/12 Short description of services or materials that have been supplied Concrete forming and falsework, void forming, concrete placing and finishing, temporary shoring, hoisting, coordination management of the rebar placing contractor, and supply and installation of concrete accessories in connection with the construction of the condominium tower located at 197 Yonge Street, Toronto, Ontario. Contract price or subcontract price \$23,084,770 Amount claimed as owing in respect of services or materials that have been supplied \$2,038,704.26

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien Schedule: See Schedules

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 4 of 12

**Signed By**

Brandi Nicole Tye	Suite 3000, 79 Wellington St. W Toronto M5K 1N2	acting for Applicant(s)	Signed	2019 02 13
-------------------	---	----------------------------	--------	------------

Tel 416-865-0040

Fax 416-865-7380

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

TORYS LLP	Suite 3000, 79 Wellington St. W Toronto M5K 1N2	2019 02 13
-----------	---	------------

Tel 416-865-0040

Fax 416-865-7380

**Fees/Taxes/Payment**

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

**File Number**

Claimant Client File Number : 40363-0001 (DO/AB/AS/BT) MASSEY

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
197 Yonge Street, Toronto, ON	21098-0013(LT)	<p>PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST; PT 1, 2 AND 8, 66R15815, S/T PT 8, 66R15815 AS IN LT89861 PARTIALLY RELEASED AND ABANDONED BY C468580; T/W PT 9, 66R15815 AS IN LT89861;S/T AN EASEMENT OVER PTS1,2 AND 8 ON PL 66R15815 AS IN AT3692232; TORONTO , CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9 W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 &amp; EP69249 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP12249 (FIRSTLY) AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8 , CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8 ,9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PART OF LOTS 6 &amp; 7 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 &amp; 39 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 &amp; 5 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 &amp; 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER</p>	<p><b>MOD DEVELOPMENTS (197 YONGE) INC.</b></p> <p>8 PRICE STREET 4TH FLOOR TORONTO, ON M4W 1Z4</p> <p>550 BURRARD STREET SUITE #600 VANCOUVER, BC V6C 2B5</p>

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		<p>PT PARKLT 8 CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 &amp; 45 ON PLAN 66R27069 AS IN AT3631744; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF</p>	

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		<p>LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN 63R-4643 AS IN AT3757274</p>	
	21098-0282(LT)	<p>PART PARKLT 8 CONCESSION 1 FTB (TWP OF YORK) PARTS 1 TO 9 PLAN 66R30428; S/T EASEMENT OVER PART 1 PLAN 66R30428 AS IN CA630197E; S/T EASEMENT OVER PARTS 1 TO 9 PLAN 66R30428 AS IN AT3692232; S/T EASEMENT OVER PARTS 3, 4, 5 &amp; 7 PLAN 66R30428 IN AT3631950; S/T EASEMENT OVER PARTS 3, 4 &amp; 7 PLAN 66R30428 AS IN AT3631989; S/T EASEMENT OVER PARTS 5, 6</p>	<p><b>MOD DEVELOPMENTS (197 YONGE) INC.</b></p>

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		& 7 PLAN 66R30428 AS IN AT3632036;; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6 & 7 W/S VICTORIA ST PLAN 22A, PART 10 PLAN 66R30428 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6 & 7 W/S VICTORIA ST PLAN 22A, PARTS 10 & 11 PLAN 66R30428 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (TWP OF YORK), PART 12 PLAN 63R4643 AS IN AT3757274; CITY OF TORONTO	8 PRICE STREET 4TH FLOOR TORONTO, ON M4W 1Z4  550 BURRARD STREET SUITE #600 VANCOUVER, BC V6C 2B5
	21098-0011(LT)	PCL 8-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK PT 6 AND 7, 66R15815; T/W PT PARKLT 8 CON 1 FTB TWP OF YORK, PT 8, 66R15815 AS IN LT89861, S/T AND EASEMENT OVER PTS 6 AND 7 ON PL 66R15815 AS IN AT3692232; TORONTO , CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9 W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP12249 (FIRSTLY) AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN	<b>MOD DEVELOPMENTS (197 YONGE) INC.</b>  8 PRICE STREET 4TH FLOOR TORONTO, ON M4W 1Z4  550 BURRARD STREET SUITE #600 VANCOUVER, BC V6C 2B5



Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		<p>66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8 , CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8 ,9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PART OF LOTS 6 &amp; 7 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 &amp; 39 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 &amp; 5 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 &amp; 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S</p>	

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		<p>VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 &amp; 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN 63R-4643 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART PARK LOT 8 CONCESSION 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8 CONCESSION 1 FTB TWP OF YORK PARTS 3 AND 4 ON PLAN 66R15002 AS IN AT3631989</p>	
	21098-0085(LT)	<p>PT PARKLT 8 CON 1 FTB TWP OF YORK PT 5 63R4643 T/W CA797973; CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 6 &amp; 7 ON PLAN 66R-15815 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 1, 2 &amp; 8 PLAN 66R-15815 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 11, 12, 19M 20, 21, 22, 23, 24, 32. 34, 35, 37, 38, 40, 41, 52, 53, 57, 58, 59, 60, 61 &amp; 62 ON PLAN 66R-27069 AS IN AT3757274; CITY OF TORONTO</p>	<p><b>THE MIDAS INVESTMENT CORPORATION</b></p> <p>255C FISHER STREET, NORTH BAY, ON P1B 2C8</p> <p>OFFICE 8 WATERFORD ROAD, TRAMORE, CO WATERFORD, IRELAND</p>

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
	21098-0198(LT)	UNNAMED LANE PL 22A TORONTO BTN YONGE ST & VICTORIA ST, S OF SHUTER ST; PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN OS15022; BEING ST. ENOCH'S SQUARE; CITY OF TORONTO	<b>CITY OF TORONTO</b> C/O CITY CLERK 100 QUEEN STREET WEST 13TH FLOOR, WEST TOWER, CITY HALL, TORONTO, ON M5H 2N2
	21098-0201(LT)	PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249; CITY OF TORONTO; TOGETHER WITH AN EASEMENT OVER PCL 8-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 26 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST DESIGNATED AS PARTS 14 AND 17 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 38, 40, 41, 52, 57, 58, 59, 60 AND 61, 66R27069 AS IN AT3632036; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 20, 23, 35, 38 & 53 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 40, 41 & 52 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38 & 57 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF	<b>THE CORPORATION OF MASSEY HALL AND ROY THOMSON HALL</b> 60 SIMCOE STREET TORONTO, ON M5J 2M5

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PART 58 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38, 57, 60 & 61 ON PLAN 66R27069 AS IN AT3631950	

Statement 61:

Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) made on November 19, 2018, in Court File No. CV-18-608978-00CL, KSV Kofman Inc. (the “**Receiver**”) was appointed receiver and manager of, among other things, all the assets, undertaking and property of 1033803 Ontario Inc. operating as Forma-Con Construction (“**Lien Claimant**”). KSV KOFMAN INC. makes this registration in its capacity as Receiver, and not in its personal or corporate capacity.

Noah Goldstein is the authorized signing officer of the Receiver.

KSV KOFMAN INC. in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1033803 ONTARIO INC., operating as Forma-Con Construction and Forma Finishing ("Forma-Con"), and 1087507 ONTARIO INC. (together with Forma-Con, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors

Plaintiff

v. MOD DEVELOPMENTS  
(197 YONGE) LIMITED  
PARTNERSHIP

Defendant

Court File No.

CV-19-616137-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**STATEMENT OF CLAIM**

**Torys LLP**

Suite 3000

79 Wellington St. W.

Box 270, TD Centre

Toronto, ON M5K 1N2

Fax: 416.865.7380

David Outerbridge (LSUC #: 42724V)

Tel: 416.865.7825

Lawyer for the Plaintiff

785

# Appendix “MM”

Court File No.:

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

In the matter of the *Construction Act*, R.S.O. 1990, c.C.30, as amended

AND IN THE MATTER OF THE CLAIM FOR LIEN OF FORMA-CON CONSTRUCTION  
REGISTERED AS INSTRUMENT NO. AT5076132 ON FEBRUARY 13, 2019 IN THE LAND  
REGISTRY OFFICE OF Toronto (No.80)

**BETWEEN:**

**FORMA-CON CONSTRUCTION**

Lien Claimant

- and -

**MOD DEVELOPMENTS (197 YONGE)  
LIMITED PARTNERSHIP**

Owner

**AFFIDAVIT OF MICHAEL FARACE**  
(Sworn February 20, 2019)

I, **MICHAEL FARACE**, of the City of Mississauga, in the Regionally Municipality of Peel, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Partner with the law firm of Miller Thomson LLP ("Miller Thomson") lawyers for the Subcontractor, MOD Developments (197 Yonge) Limited Partnership ("MOD Developments"), and as such have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters to which I hereinafter depose, I state the source of that knowledge and verily believe same to be true.
2. On February 14, 2019, I caused a search to be conducted for title to the lands and premises described in Schedule "A" annexed hereto (the "Subject Lands") in the Registry Office for the Land Titles Division of Toronto (No. 80), being PIN No.(s) 21098 - 0013 (LT), 21098 - 0282 (LT), 21098 - 0011 (LT), 21098 - 0085 (LT), 21098 - 0198 (LT) and 21098 - 0201 (LT). Attached hereto and marked as **Exhibit "A"** to this my affidavit are true copies of the Parcel Register searches for the Subject Lands.

3. The Parcel Register of 21098 - 0282 (LT), revealed that on February 13, 2019, the Lien Claimant, Forma-Con Construction, caused a Claim for Lien to be registered as instrument number AT5076132 on title to the Subject Lands as PINS 21098 - 0013 (LT), 21098 - 0282 (LT), 21098 - 0011 (LT), 21098 - 0085 (LT), 21098 - 0198 (LT) and 21098 - 0201 (LT) in the amount of \$2,038,704.26 inclusive of HST. By my calculation the sum of \$50,000.00 is to be paid as security for costs. Hence, the amount to be posted as security to vacate the subject lien is in that amount of \$2,088,704.26 inclusive of HST. A copy of the said Claim for Lien is attached hereto as **Exhibit "B"**.
  
4. The Claim for Lien states that it relates to services and materials for the supply of concrete forming and falsework, void forming, concrete placing and finishing, temporary shoring, hoisting, co-ordination management of the rebar located at 197 Yonge Street Toronto, Ontario "which services and materials were supplied from July 27, 2015 to February 12, 2019". Given that the services and materials are alleged to have been supplied prior to July 1, 2018, I verily believe that any contract to which the Claim for Lien relates must have been formed before July 1, 2018, and therefore the **Construction Lien Act** applies to the within motion.
  
5. I verily believe that it is the intention of MOD Developments (197 Yonge) Limited Partnership, to post security in the form of a Financial Guarantee Bond, in order to vacate the registration of the Claim for Lien of Forma-Con Construction, pursuant to section 44 of the *Construction Act*, in the amount of \$2,038,704.26 inclusive of HST, together with the sum of \$50,000.00 for costs for a total of \$2,088,704.26 with the Accountant of the Superior Court of Justice. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a copy of the Financial Guarantee Bond dated February 14, 2019, in the amount of \$2,038,704.26 inclusive of HST together with the sum of



\$50,000.00 for costs for a total of \$2,088,704.26, payable to the Accountant of the Superior Court of Justice.

Amount of Claim for Lien (inclusive of HST)	\$2,038,704.26
Security for Costs	50,000.00
<b>Total Amount</b>	<b>\$2,088,704.26</b>

6. It is my information and belief that this lien needs to be vacated in order to not hold up the payments to be made on this project.
  
7. It is my information that pursuant to an order of the Ontario Superior Court of Justice (Commercial List) made on November 19, 2018, in Court File No. CV-18-608978-00CL, KSV Kofman Inc. (the "Receiver") was appointed receiver and manager of, among other things, all the assets, undertaking and property of 1033803 Ontario Inc. operating as Forma-Con Construction ("Lien Claimant"). KSV Kofman Inc. made the lien registration in its capacity as Receiver, and not in its personal or corporate capacity. Noah Goldstein is the authorized signing officer of the Receiver.
  
8. I swear this Affidavit in support of an Order vacating the registration of the Claim for Lien of Forma-Con Construction, upon the posting of security with the Accountant of the Ontario Superior Court of Justice, and for no other improper purpose.

SWORNBEFORE me at the City of  
 Vaughan, in the Regional Municipality of  
 York, this 2<sup>nd</sup> day of February, 2019.

  
 \_\_\_\_\_  
 A Commissioner for taking affidavits.  
 IVAN MERROW, LAWYER

)  
)  
)  
)  
)  
)  
)

  
 \_\_\_\_\_  
 MICHAEL FARACE

## SCHEDULE "A"

PIN 21098 - 0013 LT

*Description* PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST; PT 1, 2 AND 8, 66R15815, S/T PT 8, 66R15815 AS IN LT89861 PARTIALLY RELEASED AND ABANDONED BY C468580; T/W PT 9, 66R15815 AS IN LT89861; S/T AN EASEMENT OVER PTS 1, 2 AND 8 ON PL 66R15815 AS IN AT3692232; TORONTO, CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9 W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARK LT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP12249 (FIRSTLY) AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PT PARK LT 8 CON 1 FTB TWP OF YORK; PART OF LOTS 6 & 7 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 & 39 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 & 5 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARKLOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT

PARKLT 8CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2AND 3 ON PLAN 63R3426 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVERPARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA STREET)REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS INAT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5,66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVERPARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN63R3426 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS INCA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 &5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS INAT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN 63R-4643 AS IN AT3757274

*Address* TORONTO

**PIN** 21098 - 0282 LT

*Description* PART PARKLT 8 CONCESSION 1 FTB (TWP OF YORK) PARTS 1 TO 9 PLAN66R30428; S/T EASEMENT OVER PART 1 PLAN 66R30428 AS IN CA630197E; S/T EASEMENT OVER PARTS 1 TO 9 PLAN 66R30428 AS IN AT3692232; S/T EASEMENT OVER PARTS 3, 4, 5 & 7 PLAN 66R30428 IN AT3631950; S/T EASEMENT OVER PARTS 3, 4 & 7 PLAN 66R30428 AS IN AT3631989; S/T EASEMENT OVER PARTS 5, 6& 7 PLAN 66R30428 AS IN AT3632036;; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6 & 7 W/S VICTORIA ST PLAN 22A, PART 10 PLAN 66R30428 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6& 7 W/S VICTORIA ST PLAN 22A, PARTS 10 & 11 PLAN 66R30428 AS IN AT3632053;TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB(TWP OF YORK), PART 12 PLAN 63R4643 AS IN AT3757274; CITY OF TORONTO

*Address* TORONTO

**PIN** 21098 - 0011 LT

*Description* PCL 8-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK PT 6 AND 7, 66R15815;TAV PT PARKLT 8 CON 1 FTB TWP OF YORK, PT 8, 66R15815 AS IN LT89861, S/T AND EASEMENT OVER PTS 6 AND 7 ON PL 66R15815 AS IN AT3692232; TORONTO ,CITY OF TORONTO; SUBJECT



TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9 W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PTLT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP12249 (FIRSTLY) AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 66R3426 AS IN AT3631989; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PART OF LOTS 6 & 7 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 & 39 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 & 5 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN 66R-4643 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART PARK LOT 8 CONCESSION 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8 CONCESSION 1 FTB TWP OF YORK PARTS 3 AND 4 ON PLAN 66R15002 AS IN AT3631989

Address

**PIN** 21098 - 0085 LT  
*Description* PT PARKLT 8 CON 1 FTB TWP OF YORK PT 5 63R4643 T/W CA797973; CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 6 & 7 ON PLAN 66R-15815 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 1, 2 & 8 PLAN 66R-15815 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 11, 12, 19M 20, 21, 22, 23, 24, 32, 34, 35, 37, 38, 40, 41, 52, 53, 57, 58, 59, 60, 61 & 62 ON PLAN 66R-27069 AS IN AT3757274; CITY OF TORONTO  
*Address* 205 YONGE ST TORONTO

**PIN** 21098 - 0198 LT  
*Description* UNNAMED LANE PL 22A TORONTO BTN YONGE ST & VICTORIA ST, S OF SHUTER ST; PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN OS15022; BEING ST. ENOCH'S SQUARE; CITY OF TORONTO  
*Address* TORONTO

**PIN** 21098 - 0201 LT  
*Description* PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249; CITY OF TORONTO; TOGETHER WITH AN EASEMENT OVER PCL 8-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 26 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST DESIGNATED AS PARTS 14 AND 17 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 38, 40, 41, 52, 57, 58, 59, 60 AND 61, 66R27069 AS IN AT3632036; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 20, 23, 35, 38 & 53 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 40, 41 & 52 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38 & 57 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PART 58 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38, 57, 60 & 61 ON PLAN 66R27069 AS IN AT3631950  
*Address* TORONTO

# Tab A





# Tab B



Properties	
------------	--

PIN	21098 - 0013 LT
-----	-----------------

Description	<p>PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST; PT 1, 2 AND 8, 66R15815, S/T PT 8, 66R15815 AS IN LT89861 PARTIALLY RELEASED AND ABANDONED BY C468580; T/W PT 9, 66R15815 AS IN LT89861; S/T AN EASEMENT OVER PTS 1, 2 AND 8 ON PL 66R15815 AS IN AT3692232; TORONTO, CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9 W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 &amp; EP69249 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP12249 (FIRSTLY) AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PART OF LOTS 6 &amp; 7 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 &amp; 39 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 &amp; 5 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 &amp; 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 &amp; 45 ON PLAN 66R27069 AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN</p>
-------------	--

**Properties**

AT3631989; TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN 63R-4643 AS IN AT3757274

**Address** TORONTO

**PIN** 21098 - 0282 LT

**Description** PART PARKLT 8 CONCESSION 1 FTB (TWP OF YORK) PARTS 1 TO 9 PLAN 66R30428, S/T EASEMENT OVER PART 1 PLAN 66R30428 AS IN CA630197E; S/T EASEMENT OVER PARTS 1 TO 9 PLAN 66R30428 AS IN AT3692232; S/T EASEMENT OVER PARTS 3, 4, 5 & 7 PLAN 66R30428 IN AT3631950; S/T EASEMENT OVER PARTS 3, 4 & 7 PLAN 66R30428 AS IN AT3631989; S/T EASEMENT OVER PARTS 5, 6 & 7 PLAN 66R30428 AS IN AT3632036;; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6 & 7 W/S VICTORIA ST PLAN 22A, PART 10 PLAN 66R30428 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6 & 7 W/S VICTORIA ST PLAN 22A, PARTS 10 & 11 PLAN 66R30428 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (TWP OF YORK), PART 12 PLAN 63R4643 AS IN AT3757274; CITY OF TORONTO

**Address** TORONTO

**PIN** 21098 - 0011 LT

**Description** PCL 8-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK PT 6 AND 7, 66R15815; T/W PT PARKLT 8 CON 1 FTB TWP OF YORK, PT 8, 66R15815 AS IN LT89861, S/T AND EASEMENT OVER PTS 6 AND 7 ON PL 66R15815 AS IN AT3692232; TORONTO, CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9 W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP12249 (FIRSTLY) AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PART OF LOTS 6 & 7 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 & 39 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 & 5 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN 63R-4643 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART PARK LOT 8 CONCESSION 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8 CONCESSION 1 FTB TWP OF YORK PARTS 3 AND 4 ON PLAN 66R15002 AS IN AT3631989

**Address** TORONTO

**PIN** 21098 - 0085 LT

**Properties**

**Description** PT PARKLT 8 CON 1 FTB TWP OF YORK PT 5 63R4643 T/W CA797973; CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 6 & 7 ON PLAN 66R-15815 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 1, 2 & 8 PLAN 66R-15815 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 11, 12, 19M 20, 21, 22, 23, 24, 32, 34, 35, 37, 38, 40, 41, 52, 53, 57, 58, 59, 60, 61 & 62 ON PLAN 66R-27069 AS IN AT3757274; CITY OF TORONTO

**Address** 205 YONGE ST  
TORONTO

**PIN** 21098 - 0198 LT

**Description** UNNAMED LANE PL 22A TORONTO BTN YONGE ST & VICTORIA ST, S OF SHUTER ST; PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN OS15022; BEING ST. ENOCH'S SQUARE; CITY OF TORONTO

**Address** TORONTO

**PIN** 21098 - 0201 LT

**Description** PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249; CITY OF TORONTO; TOGETHER WITH AN EASEMENT OVER PCL 8-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 26 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST DESIGNATED AS PARTS 14 AND 17 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 38, 40, 41, 52, 57, 58, 59, 60 AND 61, 66R27069 AS IN AT3632036; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 20, 23, 35, 38 & 53 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 40, 41 & 52 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38 & 57 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PART 58 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38, 57, 60 & 61 ON PLAN 66R27069 AS IN AT3631950

**Address** TORONTO

**Consideration**

**Consideration** \$2,038,704.26

**Claimant(s)**

**Name** FORMA-CON CONSTRUCTION  
**Address for Service** Noah Goldstein  
KSV KOFMAN INC., in its capacity as  
Court-appointed receiver and manager  
of the claimant, and not in its personal or  
corporate capacity  
150 King Street West, Suite 230B, Box  
42  
Toronto, ON  
M5H 1J9

I, Noah Goldstein, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Noah Goldstein, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Statements**

**Name and Address of Owner** See Schedule **Name and address of person to whom lien claimant supplied services or materials** MOD Developments (197 Yonge) Limited Partnership - 9 Price Street, 4th Floor Toronto, Ontario M4W 1Z4 **Time within which services or materials were supplied** from 2015/07/27 to 2019/02/12 **Short description of services or materials that have been supplied** Concrete forming and falsework, void forming, concrete placing and finishing, temporary shoring, hoisting, coordination management of the rebar placing contractor, and supply and installation of concrete accessories in connection with the construction of the condominium tower located at 197 Yonge Street, Toronto, Ontario. **Contract price or subcontract price** \$23,084,770 **Amount claimed as owing in respect of services or materials that have been supplied** \$2,038,704.26

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien Schedule. See Schedules

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 4 of 12

**Signed By**

Brandi Nicole Tye	Suite 3000, 79 Wellington St. W Toronto M5K 1N2	acting for Applicant(s)	Signed	2019 02 13
-------------------	---	----------------------------	--------	------------

Tel 416-865-0040

Fax 416-865-7380

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

TORYS LLP	Suite 3000, 79 Wellington St. W Toronto M5K 1N2	2019 02 13
-----------	---	------------

Tel 416-865-0040

Fax 416-865-7380

**Fees/Taxes/Payment**

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

**File Number**

Claimant Client File Number : 40363-0001 (DO/AB/AS/BT) MASSEY



Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
197 Yonge Street, Toronto, ON	21098-0013(LT)	<p>PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST; PT 1, 2 AND 8, 66R15815, S/T PT 8, 66R15815 AS IN LT89861 PARTIALLY RELEASED AND ABANDONED BY C468580; T/W PT 9, 66R15815 AS IN LT89861;S/T AN EASEMENT OVER PTS1,2 AND 8 ON PL 66R15815 AS IN AT3692232; TORONTO , CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9 W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 &amp; EP69249 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP12249 (FIRSTLY) AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8 , CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8 ,9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PART OF LOTS 6 &amp; 7 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 &amp; 39 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 &amp; 5 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 &amp; 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER</p>	<p><b>MOD DEVELOPMENTS (197 YONGE) INC.</b></p> <p>8 PRICE STREET 4TH FLOOR TORONTO, ON M4W 1Z4</p> <p>550 BURRARD STREET SUITE #600 VANCOUVER, BC V6C 2B5</p>

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		<p>PT PARKLT 8 CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 &amp; 45 ON PLAN 66R27069 AS IN AT3631744; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF</p>	

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		<p>LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN 63R-4643 AS IN AT3757274</p>	
	21098-0282(LT)	<p>PART PARKLT 8 CONCESSION 1 FTB (TWP OF YORK) PARTS 1 TO 9 PLAN 66R30428; S/T EASEMENT OVER PART 1 PLAN 66R30428 AS IN CA630197E; S/T EASEMENT OVER PARTS 1 TO 9 PLAN 66R30428 AS IN AT3692232; S/T EASEMENT OVER PARTS 3, 4, 5 &amp; 7 PLAN 66R30428 IN AT3631950; S/T EASEMENT OVER PARTS 3, 4 &amp; 7 PLAN 66R30428 AS IN AT3631989; S/T EASEMENT OVER PARTS 5, 6</p>	<p><b>MOD DEVELOPMENTS (197 YONGE) INC.</b></p>

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		& 7 PLAN 66R30428 AS IN AT3632036;; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6 & 7 W/S VICTORIA ST PLAN 22A, PART 10 PLAN 66R30428 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (YORK) AND PART LOTS 6 & 7 W/S VICTORIA ST PLAN 22A, PARTS 10 & 11 PLAN 66R30428 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTB (TWP OF YORK), PART 12 PLAN 63R4643 AS IN AT3757274; CITY OF TORONTO	8 PRICE STREET 4TH FLOOR TORONTO, ON M4W 1Z4  550 BURRARD STREET SUITE #600 VANCOUVER, BC V6C 2B5
	21098-0011(LT)	PCL 8-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK PT 6 AND 7, 66R15815; T/W PT PARKLT 8 CON 1 FTB TWP OF YORK, PT 8, 66R15815 AS IN LT89861, S/T AND EASEMENT OVER PTS 6 AND 7 ON PL 66R15815 AS IN AT3692232; TORONTO , CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/S VICTORIA ST, 9 W/S VICTORIA ST, 10 W/S VICTORIA ST PL 22A AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP12249 (FIRSTLY) AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631950; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN	<b>MOD DEVELOPMENTS (197 YONGE) INC.</b>  8 PRICE STREET 4TH FLOOR TORONTO, ON M4W 1Z4  550 BURRARD STREET SUITE #600 VANCOUVER, BC V6C 2B5



Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		<p>66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 3 AND 4, 66R15002 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 8, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 63R3426 AS IN AT3631989; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8 , CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/S VICTORIA STREET, PLAN 22A, DESIGNATED AS DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8 ,9, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PART OF LOTS 6 &amp; 7 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 &amp; 39 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/S VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 &amp; 5 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 &amp; 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S</p>	

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		<p>VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 &amp; 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN 63R-4643 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART PARK LOT 8 CONCESSION 1 FTB TWP OF YORK AS IN CA706172 AS IN AT3631989; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8 CONCESSION 1 FTB TWP OF YORK PARTS 3 AND 4 ON PLAN 66R15002 AS IN AT3631989</p>	
	21098-0085(LT)	<p>PT PARKLT 8 CON 1 FTB TWP OF YORK PT 5 63R4643 T/W CA797973; CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 6 &amp; 7 ON PLAN 66R-15815 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 1, 2 &amp; 8 PLAN 66R-15815 AS IN AT3757274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 11, 12, 19M 20, 21, 22, 23, 24, 32, 34, 35, 37, 38, 40, 41, 52, 53, 57, 58, 59, 60, 61 &amp; 62 ON PLAN 66R-27069 AS IN AT3757274; CITY OF TORONTO</p>	<p><b>THE MIDAS INVESTMENT CORPORATION</b></p> <p>255C FISHER STREET, NORTH BAY, ON P1B 2C8</p> <p>OFFICE 8 WATERFORD ROAD, TRAMORE, CO WATERFORD, IRELAND</p>

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
	21098-0198(LT)	UNNAMED LANE PL 22A TORONTO BTN YONGE ST & VICTORIA ST, S OF SHUTER ST; PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN OS15022; BEING ST. ENOCH'S SQUARE; CITY OF TORONTO	<b>CITY OF TORONTO</b>  C/O CITY CLERK 100 QUEEN STREET WEST 13TH FLOOR, WEST TOWER, CITY HALL, TORONTO, ON M5H 2N2
	21098-0201(LT)	PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/S VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP69249; CITY OF TORONTO; TOGETHER WITH AN EASEMENT OVER PCL 8-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 26 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK E/S YONGE ST DESIGNATED AS PARTS 14 AND 17 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 38, 40, 41, 52, 57, 58, 59, 60 AND 61, 66R27069 AS IN AT3632036; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 20, 23, 35, 38 & 53 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 40, 41 & 52 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38 & 57 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF	<b>THE CORPORATION OF MASSEY HALL AND ROY THOMSON HALL</b>  60 SIMCOE STREET TORONTO, ON M5J 2M5

Municipal Address	PIN	Legal Description	Registered Owner and Address of Service:
		PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PART 58 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 38, 57, 60 & 61 ON PLAN 66R27069 AS IN AT3631950	

Statement 61:

Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) made on November 19, 2018, in Court File No. CV-18-608978-00CL, KSV Kofman Inc. (the “**Receiver**”) was appointed receiver and manager of, among other things, all the assets, undertaking and property of 1033803 Ontario Inc. operating as Forma-Con Construction (“**Lien Claimant**”). KSV KOFMAN INC. makes this registration in its capacity as Receiver, and not in its personal or corporate capacity.

Noah Goldstein is the authorized signing officer of the Receiver.

# Tab C





CONSTRUCTION LIEN BOND  
FINANCIAL GUARANTEE BOND UNDER SECTION 44 OF THE ACT

Bond No.: 181070021

Amount: \$2,088,704.26 (CDN)

The Surety of this bond is AVIVA INSURANCE COMPANY OF CANADA, an insurer licensed under the Insurance Act to write surety and fidelity insurance.

The Principal of this bond is MOD DEVELOPMENTS (197 YONGE) INC.

The Obligee of this bond is the Accountant of the Superior Court of Justice.

WHEREAS FORMA-CON CONSTRUCTION has registered (or where the lien does not attach to the premises, has preserved the lien by giving to the appropriate office) a claim for lien with respect to an improvement to the premises described in Schedule A to this bond.

AND WHEREAS FORMA-CON CONSTRUCTION and others may prove liens with respect to the improvement to the premises.

AND WHEREAS this bond is being posted pursuant to section 44 of the Construction Act.

THEREFORE, subject to the conditions contained in this bond, the Surety and the Principal bind themselves, their heirs, estate trustees, successors and assigns, jointly and severally, to the Obligee as follows:

1. The Principal shall on or before the date specified in the judgment, order or report of the court, in any action to enforce lien claims arising from the improvement, pay to the Obligee the amounts for lien(s) and costs as is directed by the court, unless in the meantime an appeal has been taken from the judgment, order or report in which case payment is not required until the final disposition of the appeal.
2. The surety, in default of payment by the principal, shall pay to the obligee within such further time as is specified by the court, the amount of any deficiency in the payment by the principal but the surety is not liable to pay more than a total maximum amount of TWO MILLION EIGHTY EIGHT THOUSAND SEVEN HUNDRED FOUR 26/100 DOLLARS (\$2,088,704.26). The surety shall make the payment upon the written demand of the obligee without right to question the merit of the demand and despite any objection by the principal.

This bond is subject to the following conditions:

1. The total amount of this bond shall be reduced by and to the extent of any payment made under the bond pursuant to an order, report or judgment of the court.
2. The Surety shall be entitled to an assignment of the rights of any person who receives a payment or benefit from the proceeds of this bond, to the extent of the payment or benefit received.

Signed and sealed by the Principal and the Surety on the 14th day of February, 2019.


SIGNED AND SEALED in the presence of:

MOD DEVELOPMENTS (197 YONGE) INC

Per:   
Title: A.S.O.

I have the authority to bind the Corporation

AVIVA INSURANCE COMPANY OF CANADA

Per:   
Title: Authorized Signatory

NOTE: If the principal is not a corporation, the principal's signature must be verified by the affidavit of a subscribing witness.

## Schedule A

## Description of Properties

<b>FIN</b>	21056 - 0213 LT
<b>Description</b>	<p>PL. 123 256 N TORONTO, PT PARKLT 8 CON 1 FTS TWP OF YORK BLD YONDE CT, PT 1, 2 AND 6, 66R15315, S/T PT 8, 66R15315 AG IN LT36561 PARTIALLY RELEASED AND ABANDONED BY C162550, TWP PT 3, 66R15315 AG IN LT36561, S/T AN EASEMENT OVER PTS 1, 2 AND 6 ON PL. 66R15315 AG IN AT362232, TORONTO, CITY OF TORONTO, SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF LT 6 W/O VICTORIA ST, 3 W/O VICTORIA ST, 10 W/O VICTORIA ST, PL 22A AG IN AT3631950, SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTS TWP OF YORK; PT LT 7 W/O VICTORIA ST PL 22A TORONTO AG IN EPE2953 &amp; EPE6545 AG IN AT3631950, SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT LT 7 W/O VICTORIA ST PL 22A TORONTO AG IN EPI3249 (FIRSTLY) AG IN AT3631950, SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 6, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/O VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 ON PLAN 66R27069 AS IN AT3631950, TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 6, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/O VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 ON PLAN 66R27069 AS IN AT3631950, TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTS TWP OF YORK; PART OF LOTS 6 &amp; 7 W/O VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 &amp; 35 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 6 CON 1 FTS TWP OF YORK; PT LT 6 W/O VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 &amp; 5 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTS TWP OF YORK; PT LT 7 W/O VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 42 &amp; 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTS TWP OF YORK DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTS TWP OF YORK, DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTS TWP OF YORK; PT LT 7 W/O VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTS TWP OF YORK; PT LT 7 W/O VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/O VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTS TWP OF YORK; PT LT 7 W/O VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 42 &amp; 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTS TWP OF YORK AS IN CAT6172 AG IN AT3631959, SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTS TWP OF YORK PT 3 AND 4, 66R15002 AG IN AT3631959, SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 6, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 5 ON PLAN 66R13172 AS IN AT3631959; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTS TWP OF YORK PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AG IN AT3631959; SUBJECT TO AN EASEMENT OVER PART 42 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTS TWP OF YORK; PT LT 6 W/O VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 66R3426 AG IN AT3631959, SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 6 CON 1 FTS TWP OF YORK AS IN CAT6172 AG IN AT3631959, SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 6 CON 1 FTS TWP OF YORK PT 3 AND 4, 66R15002 AG IN AT3631959; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 2 AND PART OF LOT 3, 4 &amp; 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 6, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 5 ON PLAN 66R13172 AS IN AT3631959; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTS TWP OF YORK; PT 2, 3 AND 5, 66R14431 AG IN AT3631959, SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTS TWP OF YORK; PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AG IN AT3631959, SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTS TWP OF YORK; PT LT 6 W/O VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 66R3426 AG IN AT3631959; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 6 CON 1 FTS TWP OF YORK AS IN CAT6172 AG IN AT3631959; SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 6 CON 1 FTS TWP OF YORK; PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AG IN AT3631959, SUBJECT TO AN EASEMENT OVER PARTS 14 AND 17 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTS TWP OF YORK; PT LT 6 W/O VICTORIA ST PL 22A TORONTO PARTS 2 AND 3 ON PLAN 66R3426 AG IN AT3631959, TOGETHER WITH AN EASEMENT OVER PART 5 ON PLAN 66R3426 AG IN AT3757274</p>
<b>Address</b>	TORONTO
<b>FIN</b>	21056 - 0282 LT
<b>Description</b>	<p>PART PARKLT 8 CONCESSION 1 FTS (TWP OF YORK) PARTS 1 TO 9 PLAN 66R30426; S/T EASEMENT OVER PART 1 PLAN 66R30426 AS IN CAT631976; S/T EASEMENT OVER PARTS 1 TO 9 PLAN 66R30426 AS IN AT3692232; S/T EASEMENT OVER PARTS 3, 4, 5 &amp; 7 PLAN 66R30426 IN AT3631950; S/T EASEMENT OVER PARTS 3, 4 &amp; 7 PLAN 66R30426 AS IN AT3631959; S/T EASEMENT OVER PARTS 5, 6 &amp; 7 PLAN 66R30426 AS IN AT3630336; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTS (YORK) AND PART LOTS 6 &amp; 7 W/O VICTORIA ST PLAN 22A, PART 10 PLAN 66R30426 AG IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTS (YORK) AND PART LOTS 6 &amp; 7 W/O VICTORIA ST PLAN 22A, PARTS 10 &amp; 11 PLAN 66R30426 AS IN AT3630336; TOGETHER WITH AN EASEMENT OVER PART PARKLOT 8 CONCESSION 1 FTS (TWP OF YORK), PART 12 PLAN 66R3426 AS IN AT3757274; CITY OF TORONTO</p>
<b>Address</b>	TORONTO

<b>PIN</b>	21058 - 0211 LT
<b>Description</b>	PCL 6-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK; PT 6 AND 7, 66R15812, T1W PT PARKLT 8 CON 1 FTB TWP OF YORK; PT 8, 66R15815 AS IN LT55861, DT AND EASEMENT OVER PT 8 AND 1 ON PL 66R15815 AS IN AT362332; TORONTO, CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF LT 8 W/O VICTORIA ST, 3 W/O VICTORIA ST, 10 W/O VICTORIA ST PL 22A AS IN AT3631830; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/O VICTORIA ST PL 22A TORONTO AS IN EP62953 & EP65249 AS IN AT3631830; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT LT 7 W/O VICTORIA ST PL 22A TORONTO AS IN EP12345 (FRGTY); AS IN AT3631860; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/O VICTORIA STREET, PLAN 22A, DESIGNATED AS PARTS 1, 2, 3, 4, 6, 7, 8, 9, 39, 43, 44, 45, 46, 47, 54, 55, 56 ON PLAN 66R27069 AS IN AT3631860; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN CAT06172 AS IN AT3631869; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT 3 AND 4, 66R15022 AS IN AT3631855; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF LOT 3 AND PART OF LOT 3, 4 & 5 (ALL ON THE WEST SIDE OF VICTORIA STREET) REGISTERED PLAN 22A AND PART OF PARK LOT NO. 6, CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK BEING PART 1, 4 AND 6 ON PLAN 66R13172 AS IN AT3631895; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT 2, 3 AND 5, 66R13172 AND PT 5, 66R14431 AS IN AT3631869; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/O VICTORIA ST PL 22A TORONTO PARTS 3 AND 3 ON PLAN 66R3428 AS IN AT3631895; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY AND PART OF LOTS 6 AND 7 ON W/O VICTORIA STREET, PLAN 22A, DESIGNATED AS DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7, 8, 39, 43, 44, 45, 46, 47, 54, 55 AND 56 ON PLAN 66R27069 AS IN AT3632053; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PART OF LOTS 6 & 7 W/O VICTORIA ST PL 22A, DESIGNATED AS PARTS 2, 6 & 39 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 6 W/O VICTORIA ST PL 22A, DESIGNATED AS PARTS 4 & 8 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/O VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK, DESIGNATED AS PART 43 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/O VICTORIA ST, PLAN 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/O VICTORIA ST, PL 22A, DESIGNATED AS PART 44 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT LT 7 W/O VICTORIA ST, PL 22A, DESIGNATED AS PART 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/O VICTORIA ST, PL 22A, DESIGNATED AS PARTS 43, 44 & 45 ON PLAN 66R27069 AS IN AT3631744; TOGETHER WITH AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART PARK LOT 8 CONCESSION 1 FTB TWP OF YORK AS IN CAT06172 AS IN AT3631869; SUBJECT TO AN EASEMENT OVER PART 26 ON PLAN 66R27069 IN FAVOUR OF PART OF PARK LOT 8 CONCESSION 1 FTB TWP OF YORK PARTS 3 AND 4 ON PLAN 66R15022 AS IN AT3631869
<b>Address</b>	TORONTO
<b>PIN</b>	21058 - 0055 LT
<b>Description</b>	PT PARKLT 8 CON 1 FTB TWP OF YORK; PT 5 63R4643 T1W CAT97973; CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 6 & 7 ON PLAN 66R-15815 AS IN AT3737274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 1, 2 & 3 PLAN 66R-15815 AS IN AT3737274; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 63R-4643 IN FAVOUR OF PARTS 11, 12, 15W, 20, 21, 22, 23, 24, 32, 34, 35, 37, 38, 41, 41, 52, 53, 57, 59, 60, 61 & 62 ON PLAN 66R-27069 AS IN AT3737274; CITY OF TORONTO
<b>Address</b>	235 YONGE ST TORONTO
<b>PIN</b>	21058 - 0198 LT
<b>Description</b>	UNNAMED LANE PL 22A TORONTO 6TH YONGE ST & VICTORIA ST, C OF SHUTER ST, PT PARKLT 8 CON 1 FTB TWP OF YORK AS IN 0015022; BEING ST. ENGCHD SQUARE, CITY OF TORONTO
<b>Address</b>	TORONTO
<b>PIN</b>	21058 - 0201 LT
<b>Description</b>	PT PARKLT 8 CON 1 FTB TWP OF YORK; PT LT 7 W/O VICTORIA ST PL 22A TORONTO AS IN EP62353 & EP65249; CITY OF TORONTO; TOGETHER WITH AN EASEMENT OVER PCL 6-30 SEC Y2; PT PARKLT 8 CON 1 FTB TWP OF YORK DESIGNATED AS PART 26 ON PLAN 66R27069 AS IN AT3631860; TOGETHER WITH AN EASEMENT OVER PCL 100 SEC M TORONTO; PT PARKLT 8 CON 1 FTB TWP OF YORK 25 YONGE ST DESIGNATED AS PARTS 14 AND 17 ON PLAN 66R27069 AS IN AT3631860; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 36, 37, 39, 40, 41, 52, 57, 58, 59 AND 61, 66R27069 AS IN AT3632038; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 20, 22, 35, 38 & 33 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 34, 35, 37, 40, 41 & 62 ON PLAN 66R27069 AS IN AT3631860; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 35, 36 & 57 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PART 58 ON PLAN 66R27069 AS IN AT3631950; TOGETHER WITH AN EASEMENT OVER PART OF PARK LOT 8, CONCESSION 1 FROM THE BAY, DESIGNATED AS PARTS 36, 38, 57, 60 & 61 ON PLAN 66R27069 AS IN AT3631950
<b>Address</b>	TORONTO



**FORMA-CON CONSTRUCTION**  
Lien Claimant

and **MOD DEVELOPMENTS (197 YONGE)**  
**LIMITED PARTNERSHIP**  
Owner

Court File No.:

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
In the Matter of the *Construction Act*,  
R.S.O. 1990, Chapter c.30, as amended

Proceeding commenced at

**AFFIDAVIT OF MICHAEL FARACE**

**MILLER THOMSON LLP**  
Vaughan Metropolitan Centre  
100 New Park Place, Suite 700  
Vaughan, Ontario L4K 0H9

**MICHAEL FARACE**, LSO #29852S  
Tel: 905.532.6618  
Fax: 905.660.0139

Lawyers For The Owner

# Appendix “NN”

Court File No.: CV-19-00614818-00

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

In the matter of the *Construction Act*, R.S.O. 1990, c.C.30, as amended

AND IN THE MATTER OF THE CLAIM FOR LIEN OF FORMA-CON CONSTRUCTION  
REGISTERED AS INSTRUMENT NO. AT5076132 ON FEBRUARY 13, 2019 IN THE LAND  
REGISTRY OFFICE OF Toronto (No.80)

MASTER WIEBE

) THURSDAY, THE 21<sup>ST</sup>

)

) DAY OF FEBRUARY, 2019



**FORMA-CON CONSTRUCTION**

Lien Claimant

- and -

**MOD DEVELOPMENTS (197 YONGE)  
LIMITED PARTNERSHIP**

Owner

ORDER ✓ Owner ✓

**THIS MOTION**, made *ex parte* by the ~~Subcontractor~~ MOD Developments (197 Yonge) Limited Partnership, for an Order vacating the Claim for Lien of the Lien Claimant, Forma-Con Construction registered against title to the lands and premises described in the Claim for Lien attached hereto as Schedule "A", by posting security pursuant to Section 44 of the *Construction Act*, was heard this day at 393 University Avenue, Toronto, Ontario.

**UPON READING** the Affidavit of Michael Farace sworn on February 20, 2019, filed, and upon the ~~Subcontractor~~ ✓ Owner ✓ MOD Developments (197 Yonge) Limited Partnership, having posted into Court a Financial Guarantee Bond #181070021 and dated February 14, 2019, in the amount of \$2,038,704.26 together with the sum of \$50,000.00 for costs for a total of

✓  
 \$2,088,704.26, with the Accountant of the Superior Court of Justice as Accountant's Number

✓ 553726 ✓

1. **THIS COURT ORDERS** that the registration of the Claim for Lien of the Lien Claimant, Forma-Con Construction, registered on February 13, 2019, as Instrument No. AT5076132, in the Land Registry Office for the Land Titles Division of Toronto (No.80), against only the lands and premises referred to in Schedule "A" annexed hereto, be vacated.
  
2. **THIS COURT FURTHER ORDERS** that a copy of this Order be served on the lawyer for the Lien Claimant, to the attention of Adam Banack, Torys LLP, 79 Wellington Street West, 30th Floor, Box 270, TD South Tower, Toronto, Ontario, M5K 1N2 forthwith by facsimile to 1.416.865.7380 after entry.

*Charles Wiebe*  
 \_\_\_\_\_  
 MASTER WIEBE

ENTERED AT / INSCRIPT A TORONTO  
 ON / BOOK NO:  
 LE / DANS LE REGISTRE NO:

FEB 21 2019

PER/PAF *e*

Lien Vacating Order – To Follow

# Appendix “OO”

RULE/LA RÈGLE 26.02 (  B )

THE ORDER OF \_\_\_\_\_  
L'ORDONNANCE DU \_\_\_\_\_

Court File No.: CV-19-00616137-0000

DATED/FAIT LE \_\_\_\_\_ **ONTARIO**

**Sen-Hsing D Lee** Digitally signed by Sen-Hsing D Lee  
DN: cn=A.111111, ou=Government of Ontario, ou=People,  
serialNumber=D5A7426647, cn=Sen-Hsing D Lee  
Date: 2020.11.18 15:13:14 -0500 **SUPERIOR COURT OF JUSTICE**

REGISTRAR IN THE MATTER OF THE CONSTRUCTION ACT, R.S.O. 1990, C. c. 30  
SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE

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

KSV KOFMAN INC. in its capacity as Court-appointed receiver and manager,  
without security, of all of the assets, undertakings and properties of 1033803  
ONTARIO INC., operating as Forma-Con Construction and Forma Finishing  
("Forma-Con"), and 1087507 ONTARIO INC. (together with Forma-Con, the  
"Debtors") acquired for, or used in relation to a business carried on by the  
Debtors

Plaintiff

- and -

MOD DEVELOPMENTS (197 YONGE) LIMITED PARTNERSHIP

Defendant

**AMENDED STATEMENT OF DEFENCE AND COUNTERCLAIM**

1. The Defendant, MOD Developments (197 Yonge) Limited Partnership, admits the allegations contained in paragraphs 2, 3 and 4 of the Statement of Claim.
2. The Defendant denies the remaining allegations in the Statement of Claim except to the extent that they are admitted in this Statement of Defence.
3. The Defendant engaged Forma-Con Construction (A DIVISION OF 1428502 ONTARIO LIMITED) ("Forma-Con") by contract dated December 19, 2014 ("Contract") for Forma-Con to provide concrete forming and falsework, void forming, concrete placing and finishing, temporary shoring, hoisting, coordination management of rebar placement, and the supply and insulation of concrete accessories ("Work") for the contract price including applicable taxes in the amount of \$23,084,770.00. The Defendant never entered into a contract with the Plaintiff for the Work. However, the Defendant did enter into a written agreement on December 27, 2018 ("Close Out Agreement") with the Plaintiff to complete some of the Work that was not completed by Forma-Con. The appointment of the receiver KSV Kofman Inc. ("KSV") occurred on November 19, 2018 by Court Order. For the purposes of this pleading and in order to maintain clarity, Form-Con and the Plaintiff are different and distinct entities.

4. The Defendant states that it has been determined that 1428502 Ontario Limited was never an incorporated entity and was not subject to the Court Order referred to in paragraph 3 herein.

5. Forma-Con and the Plaintiff supplied labour and materials to the project up to the date of March 25, 2019.

6. The Defendant states that it has made payment in full to Forma-Con and the Plaintiff for any and all labour and materials supplied to the project pursuant to the Contract and the Close Out Agreement, save and except for holdback funds and amounts for which the Defendant claims a setoff against both the Plaintiff and Forma-Con, which is the total amount of \$5,095,752.00, and the details of which are as set out in the Counterclaim herein.

7. The Defendant states that it has paid the Plaintiff in full with respect to all amounts properly owing pursuant to the Contract and the Close Out Agreement and that the Plaintiff has not sustained any losses or damage in respect of which the Defendant is required or obligated to make further payment. The Plaintiff is liable for any and all breaches of contract and damages suffered by the Defendant due to Forma-Con's breaches of contract as particularized herein.

8. The Plaintiff was at no time entitled to register a construction lien against the Property.

9. In the event that this Honourable Court finds the Plaintiff was ever entitled to a lien against the Property, which is not admitted but denied, the Defendant pleads that any lien rights in this respect expired prior to the registration of the lien by the Plaintiff and, furthermore, that the Plaintiff has failed to perfect its lien in a timely manner.

10. The Defendant denies that the Plaintiff is entitled to compensation on the basis of unjust enrichment or *quantum meruit*. The Plaintiff's right to be compensated for materials and services provided to the project, if any, is governed solely by the terms of the Contract and the Close Out Agreement.

11. The Defendant asks that the Plaintiff's lien be discharged and that this action be dismissed with costs assessed against the Plaintiff on a substantial indemnity basis.



**COUNTERCLAIM**

12. The Defendant/Plaintiff by Counterclaim counterclaims against the Plaintiff/Defendant by Counterclaim the following:

- (a) Damages in the amount of ~~\$5,788,940.00~~ \$7,227,788.30, plus applicable HST, for negligence and breach of contract;
- (b) Prejudgment and postjudgment interest in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. 43;
- (c) Costs of this action and this Counterclaim on a substantial indemnity basis; and
- (d) Such further and other relief as this Honourable Court deems just.

13. The Defendant/Plaintiff by Counterclaim repeats and relies upon the allegations set out in the Statement of Defence.

14. The Defendant/Plaintiff by Counterclaim states it was an express and/or implied term of the Contract between the Defendant and Forma-Con that Forma-Con would supply labour and materials and perform work in a timely manner and in a good and workmanlike manner conforming with industry standards. The Defendant/Plaintiff by Counterclaim states that the Plaintiff/Defendant by Counterclaim is bound to the terms of Contract and the aforesaid express and/or implied term. The Defendant/Plaintiff by Counterclaim states that the Plaintiff/Defendant by Counterclaim is liable from any and all breaches and damages caused to the Defendant/Plaintiff by Counterclaim by Forma-Con.

15. The Defendant/Plaintiff by Counterclaim states that the Plaintiff/Defendant by Counterclaim and Forma-Con caused damages to the Defendant/Plaintiff by Counterclaim in the amount of ~~\$779,988.00~~ \$1,052,514.40 due to project delays in the amount of 103 days; as a result of the aforesaid delays by the Plaintiff/Defendant by Counterclaim and Forma-Con there were additional construction management fees incurred by the Defendant due to the Plaintiff/Defendant by Counterclaim's and Forma-Con's delays of 103 days which additional management fees amounted to \$220,000.00. As a result of the delay in the construction by the Plaintiff/Defendant by Counterclaim and Forma-Con by 103 days, the Defendant/Plaintiff by Counterclaim had to incur the damages of additional interest on its construction loan in the amount of ~~\$1,836,520.00~~ \$2,312,297.47.

16. The Defendant/Plaintiff by Counterclaim states that it also suffered additional damages arising as charges for crane downtime in the month of November 2018 as a result of the Plaintiff/Defendant by Counterclaim's and Forma-Con's failure to perform in accordance with the schedule of construction, which charged back costs amount to ~~\$747,702.00~~ \$988,031.54.

17. The Defendant/Plaintiff by Counterclaim states that as a result of the delays caused to the construction schedule for the project by the Plaintiff/Defendant by Counterclaim and Forma-Con, in breach of the contract, legal fees and lien bond premiums were incurred by the Defendant in the amount of ~~\$75,000.00~~ \$167,646.67 along with the cost of an allowance to complete the remaining contract in the amount of ~~\$700,000.00~~ \$1,057,298.22.

18. The Defendant/Plaintiff by Counterclaim states that it requires an allowance for warranty work to be completed by the Plaintiff/Defendant by Counterclaim and Forma-Con and claims a charge against the Plaintiff/Defendant by Counterclaim and Forma-Con in the amount of \$500,000.00.

19. The Defendant/Plaintiff by Counterclaim requires an allowance for Tarion delayed closing costs paid as compensation for condominium unit purchasers due to delay of closing dates with the said unit purchasers which delays were caused by the Plaintiff/Defendant by Counterclaim and Forma-Con and the Defendant/Plaintiff by Counterclaim claims a charge against the Plaintiff/Defendant by Counterclaim and Forma-Con for these delay costs in the amount of \$930,000.00.

20. As a result of the damages caused by the Plaintiff/Defendant by Counterclaim and Forma-Con, as particularized herein, the Defendant/Plaintiff by Counterclaim has sustained a loss of damage including, but not limited, the particulars set out herein which amount to ~~\$5,788,940.00~~ \$7,227,788.30 plus HST.

21. The Defendant/Plaintiff by Counterclaim requests that this Counterclaim be heard at the same time or immediately following the main action.

July 15, 2019

**MILLER THOMSON LLP**  
Vaughan Metropolitan Centre  
100 New Park Place, Suite 700  
Vaughan, ON L4K 0H9

Michael P. Farace LSO#: 29852S  
mfarace@millerthomson.com  
Tel: 905.532.6618  
Fax: 416.595.8695

Lawyers for the Defendant/Plaintiff by Counterclaim

TO: **TORYS LLP**  
Suite 3000  
79 Wellington St. W.  
Box 270, TD Centre  
Toronto, ON M5K 1N2

David Outerbridge LSO#: 42724V  
Tel: 416.865.7825  
Fax: 416.865.7380

Lawyers for the Plaintiff/Defendant by Counterclaim

KSV KOFMAN INC. in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1033803 ONTARIO INC., operating as Forma-Con Construction and Forma Finishing ("Forma-Con"), and 1087507 ONTARIO INC. (together with Forma-Con, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors

Plaintiff/Defendant by Counterclaim

and

MOD DEVELOPMENTS (197 YONGE)  
LIMITED PARTNERSHIP

Defendant/Plaintiff by Counterclaim

Court File No.: CV-19-00616137-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**AMENDED STATEMENT OF DEFENCE AND  
COUNTERCLAIM**

**MILLER THOMSON LLP**  
Vaughan Metropolitan Centre  
100 New Park Place, Suite 700  
Vaughan, ON L4K 0H9

Michael P. Farace LSO#: 29852S  
mfarace@millerthomson.com  
Tel: 905.532.6618  
Fax: 416.595.8695

Lawyers for the Defendant/  
Plaintiff by Counterclaim

# Appendix “PP”

**SUPERIOR COURT OF JUSTICE**

In the matter of a reference under the *Construction Act*, R.S.O. 1990, c.C.30,

**ASSOCIATE JUSTICE WIEBE**

Date: November 1, 2021;  
 Title: KSV Koffman Inc., in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1033803 Ontario Inc., operating as Forma-Con Construction and Forma-Con Finishing (“Forma-Con”), and 1087507 Ontario Inc. (together with Forma-Con, the “Debtors”) acquired for, or used in relation to, a business carried on by the Debtors v. MOD Developments (197 Yonge) Limited Partnership;  
 File No.: CV-19-616137;  
 Prop. address: 197 Yonge Street, Toronto, Ontario; 60 story condominium tower named “Massey Tower;”  
 PIN: 21239-0513 LT;  
 Trial Management Directions #3 (by phone).

**Counsel present:**

Leonard Finegold for *KSV Koffman Inc.* (“KSV”); tel.: 416-597-3376; fax: 416-597-3370; email: finegold@gsnh.com;  
 Michael Farace for *MOD Developments (197 Yonge) Limited Partnership* (“197”); tel.: 416-561-3953 (cell); fax: 905-660-0139; email: [mfarace@millerthomson.com](mailto:mfarace@millerthomson.com).

**Issues:**

Mr. Finegold advised that the parties continue to discuss the issues in this case with a view to narrowing them. However, a major problem is that KSV is having trouble contacting former employees of Forma-Con to give evidence.

Therefore, the parties have decided to move forward with a litigation timetable while they continue to discuss the issues. Counsel provided me with the timetable they had agreed upon, and I largely adopted all of it.

Mr. Farace advised me that his clients have served an Amended Statement of Defence and Counterclaim raising their damage claim to over \$7 million, but that they are really only interested in offsetting the KSV claim.

**Orders**

In the circumstances, I made the following orders:

1. **Productions:** The affidavits of documents and productions must be electronic. The parties must as soon as possible confer and agree as to the requirements for electronic production (ie. the platform to be used, the custodians to be searched, the search protocols, document identification protocols ensuring that each page is uniquely identified, etc.). They must then prepare and serve their affidavits of documents and Schedule “A” productions in this action on or before **January 7, 2022**.



2. **Scott Schedules:** Two Scott Schedule in the form of Schedule “A” hereto attached are required for all of the issues in this case. They are to be completed as follows:
  - (a) The Scott Schedule(s) must be in electronic form and must served and filed electronically.
  - (b) KSV and 197 must each prepare and serve a Scott Schedule concerning the issues they raise. This must be done on or before **February 28, 2022**. Each item claimed must be identified with the party’s position on the item, together with amount claimed for the item.
  - (c) Each side must prepare and serve responding Scott Schedules responding to the issues raised by the other side. This must be done on or before **March 30, 2022**.
  - (d) The Scott Schedules must be filed with the court on or before **one week** prior to the next trial management conference.
  - (e) If an item listed in the Scott Schedule is resolved, strike a line through the item or eliminate it from the final schedule.
3. **Discoveries:** Leave is granted to conduct examinations for discovery in this action on the following terms: the format of the discoveries will be virtual; the order and timing of the discoveries will be as agreed upon; each side is limited to no more than fourteen (14) hours in discovering a representative of the other side; the representatives of the parties will be as agreed upon; the representative of KSV will bind KSV and will have to inform himself or herself as to the issues, the evidence and what must be produced; all discoveries must be completed on or before **May 31, 2022**.
4. **Undertakings:** Undertakings given at these discoveries must be complied with on or before **forty (40) days** from the date they are given.
5. **Requests to admit:** These will be ordered at the next trial management conference.
6. **Expert reports:** At the request of the parties, I ordered that preliminary expert reports concerning issues in question be delivered by both parties on or before **April 29, 2022**. This will assist the parties at discovery. Deadlines for any outstanding expert reports and final expert reports will be imposed at the next trial management conference.
7. **Settlement conference:** Should the parties wish to have a settlement conference with Associate Justice Robinson, the lawyers and their clients must all agree on six (6) days during a period of time that will be most conducive to settlement, and the lawyers must present those days to my Assistant Trial Coordinator by email. I will then approach Associate Justice Robinson to see whether he is willing and able to conduct a settlement conference on one of those days. If he is, I will make my usual settlement conference order specifying the day that he chooses.
8. **Lists of trial witnesses:** The parties shall estimate the anticipated length of trial and complete Schedule “B”, specifying the full names of all proposed trial witnesses and the estimates of time required for the evidence of each witness (chief, cross and re-examination). For the purpose of completing these schedules, the parties are to assume a *viva voce* trial

hearing. But, as discussed, my intention is to order summary trial process as much as possible. These schedules must be served and filed on or before July 12, 2022.

9. **Next trial management conference:** The next trial management conference shall be held before me by teleconference on Monday, July 18, 2022 at 10 a.m. with the following coordinates: phone number: 866-500-5845; ID#: 3232044. The purpose of the next trial management conference is to review compliance with directions, review issues for trial, determine the number of days required for trial, schedule the trial hearing, and other matters to narrow the issues and ensure readiness.
10. This order which forms part of my procedure book is effective without further formality.

Date: November 1, 2022

  
\_\_\_\_\_  
ASSOCIATE JUSTICE C. WIEBE

**DIRECTIONS REGARDING THE RECORD:** In a construction lien reference the official record of a hearing for directions where no oral evidence is given is the endorsement or directions prepared by the presiding master. Where no oral evidence is given, a reporter is present and the hearing for directions is recorded, such recordings are for use of the presiding judicial official, similar to his or her own notes. As such transcripts are not available. Any request for a transcript or access to an audio recording must be made by motion to the presiding reference master, on notice to all parties, and will be granted only in unusual circumstances.



**Schedule "A"**  
**SCOTT SCHEDULE**

Item No.	Item of Work	Plaintiff's (Contractor's)		Defendant's (Owner's)		Master's Columns	
		Comments	Price	Comments	Price		
1							
2							
3							
4							
5							

\*\*\*\*\*

**Schedule "B"**

**Trial Witnesses**

**Method of testifying in chief and time limits**

Time estimates apply unless leave to extend is granted at trial

<b>Plaintiff's witnesses</b>					
	Name	Relationship to trial issues	Chief	Cross	Redirect
1					
2					
3					
4					
5					
6					
<b>Defendant's witnesses</b>					
			Chief	Cross	Redirect
1					
2					
3					
4					
5					
6					

# Appendix “QQ”

**From:** Len Finegold <finegold@gsnh.com>  
**Sent:** Friday, February 18, 2022 12:32 PM  
**To:** Farace, Michael  
**Cc:** Linda Huxted; Elena Goulko  
**Subject:** Forma -Con vs MOD: Massey Project

Michael,

I am in disbelief that your AOD productions fail to include **ALL** relevant documents in support of your client's allegations of delay and not just the documents in support of the quantification of your client's claim which we have already seen. We require that you deliver a Further and Better AOD by no later than **March 4, 2022** which shall include **ALL** such relevant documents including but not limited to the following:

1. All Tucker HiRise/MOD Monthly Progress Update Reports
2. All Project schedules in native format and PDF( these will include the baseline schedule and all updates and revisions and any mini schedules that impact Forma Con work)
3. All meeting minutes including but not limited to trade meeting minutes and owner/architect/consultant meeting minutes, and minutes from any special meetings with Forma-Con.
4. ALL TuckerHirise/MOD monthly progress reports and all backup for the entire project( The fact that some are included in our AOD is irrelevant. You are obligated to produce your client's set of documents.....we will compare later, if necessary).
5. All of the Monthly Reports for the entire project prepared by Altus on behalf of your client and its lender.
6. All TuckerHiRise and MOD correspondence including emails that relate specifically to Forma Con.
7. All TuckerHiRise and MOD correspondence including emails that relate to any delays in the performance of the Project by any other trade contractor and /or consultant
8. A complete Project list of all Change Orders( COs), Change Directives(CD's), Site Instructions( SI's), Requests For Information( RFI's) from/to all trades and consultants and all responses including listing the date of originating documents for all such CO's,CD's, SI's and RFI's and the date of the final instructions.

All these documents are essential for our delay claim expert ( and I would expect yours as well) to properly undertake a complete critical path analysis and assess and properly determine the delays on the Project and their cause and responsibility. If your

client has any interest in entering into early settlement discussions before we proceed with lengthy examinations I strongly suggest that your client produce these documents immediately . Should you object to producing any of these documents and/or fail to produce them by **March 4,2022** I have strict instructions to proceed with a motion to compel production of these documents and should it be necessary to do so we will be seeking costs on a substantial indemnity basis and a copy of this email will be produced to the Court in support of such motion.

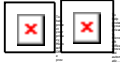
Thank you.

Len

**LEONARD FINEGOLD**



We're social, follow us:

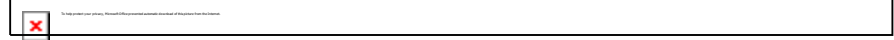


Suite 1600 | 480 University Avenue | Toronto ON | M5G 1V2

Direct [416 597 3376](tel:4165973376) | Fax [416 597 3370](tel:4165973370) | [finegold@gsnh.com](mailto:finegold@gsnh.com) | [www.gsnh.com](http://www.gsnh.com)

Assistant | Linda Huxted | [416 597 9922 ext. 227](tel:4165979922) | [huxted@gsnh.com](mailto:huxted@gsnh.com)

Proud member of



NOTICE OF CONFIDENTIALITY: This email and any attachment contain information which is privileged and confidential. It is intended only for the use of the individual to whom it is addressed. If you are not the intended recipient or the person responsible for delivering this document to the intended recipient, you are hereby advised that any disclosure, reproduction, distribution or other use of this email is strictly forbidden. If you have received this email by error, please notify us immediately by telephone or email and confirm that you have destroyed the original transmission and any copies that have been made. Thank you for your cooperation. Should you not wish to receive commercial electronic messages from GSNH, please [unsubscribe](#).

# Appendix “RR”

Court File No.: **CV-19-00616137-0000**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

KSV KOFMAN INC. in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1033803 ONTARIO INC., operating as Forma-Con Construction and Forma Finishing ("Forma-Con"), and 1087507 ONTARIO INC. (together with Forma-Con, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors

Plaintiff

- and -

MOD DEVELOPMENTS (197 YONGE) LIMITED PARTNERSHIP

Defendant

**NOTICE OF MOTION  
(Returnable on a date to be set)**

The Defendant will make a motion to the court, on date and time to be set or as soon after that time as the motion can be heard, at 393 University Avenue, 6<sup>th</sup> floor, Toronto, ON, M5G 1E6.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- In writing under subrule 37.12.1(1) because it is on consent or unopposed or made without notice;
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following location

Video conference details and video link details to be provided by the Court.

THE MOTION IS FOR:

- (a) if required, abridging the time for service of the motion;

- (b) An order granting leave of this Honourable Court to bring this motion if it is determined that such leave is required;
- (c) An order that any of the steps to be taken as set out in the Trial Management Directions # 3 of Associate Justice Wiebe dated November 1, 2021 be suspended until the within motion is determined by the this Honourable Court;
- (d) An order dismissing the Plaintiff's action as against the Defendant;
- (e) An order discharging the Plaintiff's Construction Lien registered as Instrument No. AT5076132 on title to the Lands as PINs 21098 - 0013(LT), 21098 - 0282(LT), 21098 - 0011(LT), 21098 - 0085(LT), 21098 - 0198(LT) and 21098 - 0201(LT) in the amount of \$2,038,704.26 inclusive of HST (the "**Construction Lien**");
- (f) An order directing the Accountant of the Ontario Superior Court of Justice to deliver up to Miller Thomson LLP, Attn.: Michael Farace, or as it may direct, the Financial Guarantee Bond #181070021 dated February 14, 2019, in the amount of \$2,088,074.00 posted with the Accountant of the Superior Court of Justice as Accountant's Number 553720 under the order of Master Wiebe dated February 19, 2019 in Court File No. CV-19-00614818.00 (the "**Security**") for cancellation;
- (g) In the alternative, an order that the Security be replaced with a lesser, more reasonable amount pursuant to section 44(2) of the *Construction Act*, R.S.O. 1990 c. C.30 (the "**Act**");
- (h) In the further alternative, an order that the Construction Lien has expired as a result of not having been perfected within the time allowed by the *Act*;
- (i) Costs of this motion and action on a substantial indemnity basis, payable to the Defendant;
- (j) Such further and other relief as this Honourable Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

- (a) if leave to bring the within motion is required, it should be granted to the Defendant for, *inter alia*, the following reasons:

- i. the motion is necessary and/or could expedite the resolution or disposition of the Construction Lien issues in dispute;
  - ii. the costs to which the Defendant has been and will be put while the Security remains lodged with the Court;
  - iii. the failure of the Plaintiff to proceed expeditiously or in a timely manner to deal with its lien claim;
  - iv. the issues raised are significant ones between the parties;
  - v. there is a real issue as to whether the Plaintiff is entitled to a claim for lien and/or whether it was entitled to perfect the Construction Lien, as registered, in light of the Plaintiff(s) being a separate legal entity from the lien claimant;
  - vi. the significant amount of the Security has been tied up for more than three (3) years; and
  - vii. it is just and equitable to grant leave to the Defendant to bring the within motion;
- (b) The Defendant entered into a CCDC 17 – 2010 contract dated December 19, 2014 with Forma-Con Construction (A DIVISION OF 1428502 ONTARIO LIMITED) (“**1428502**”) (the “**Contract**”) for concrete forming services and materials for the high-rise condominium project known as Massey Tower at 197 Yonge Street, Toronto, Ontario (the “**Project**”);
- (c) 1428502 Ontario Limited is not a corporation registered with the Ministry of Government and Consumer Services;
- (d) The Applications for Payment numbers 1 through to and including 15 as well as WSIB clearance certificates delivered to the Defendant for the Project all have on their letterhead as being issued by “FORMA-CON CONSTRUCTION (A DIVISION OF 1428508 ONTARIO LIMITED)” (“**1428508**”). Application for Payment #1 is dated October 31, 2015 and Application for Payment #15 is dated December 20, 2016;



- (e) In or about the middle of December 2018, the Defendant was informed by the Plaintiff that pursuant to an order of the Ontario Superior Court of Justice (Commercial List) made on November 19, 2018 (the “**Receivership Order**”), the Plaintiff as Receiver was appointed receiver and manager of: (a) all of the assets, undertakings and properties of 1033803 Ontario Inc. (operating as Forma-Con Construction and Forma Finishing) and 1087507 Ontario Limited; (b) certain assets of Bondfield Construction Company Limited and Bondfield Construction Equipment Ltd.;
- (f) The Receivership Order does not state that the Plaintiff is the Receiver for 1428502 or 1428508, nor does it reference 1428502 or 1428508 at all;
- (g) The party named as Plaintiff in the Statement of Claim for the within action, issued on March 13, 2019, is “KSV KOFMAN INC. in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1033803 ONTARIO INC., operating as Forma-Con Construction and Forma Finishing (“Forma-Con”), and 1087507 ONTARIO INC.”;
- (h) The Defendant vacated the claim for lien referenced in the Plaintiff’s Statement of Claim by way of posting security pursuant to the Order of Master Wiebe (as His Honour was then titled) dated February 21, 2019 in Court File No. CV-19-00614818.00 wherein the Financial Guarantee Bond #181070021 dated February 14, 2019, in the amount of \$2,088,074.00 was posted with the Accountant of the Superior Court of Justice as Accountant’s Number 553720;
- (i) There is no privity of contract as between the Plaintiff (and/or the entities captured by the Receivership Order) and the Defendant and therefore the Plaintiff is not capable of maintaining its action against the Defendant;
- (j) The Plaintiff is prohibited from suing on a contract to which it is not a party;
- (k) The Plaintiff is not entitled to a claim for lien in connection with a contract to which it is not a party;
- (l) The doctrine of privity is an absolute bar to the Plaintiffs’ success against the Defendant;

- (m) The claims against the Defendant raise no genuine issue for trial because the Plaintiff's theory of liability is directly contrary to the doctrine of privity. The Plaintiffs' claims are founded on contractual provisions and they are not parties to the contract;
- (n) The Plaintiff had no authority and/or entitlement to preserve and/or perfect the Construction Lien and therefore the Construction Lien and the claim contained therein is invalid;
- (o) There is no genuine issue requiring a trial with respect to the parties to the governing contract;
- (p) Rule 20 requires that the Court grant summary judgment where there is no genuine issue for trial;
- (q) Rules 1.04, 1.05, 2.03, 3.02, 20, 36, 37 and 72.03(2) of the Rules of Civil Procedure and section 131 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended;
- (r) Sections 1, 14, 31, 35, 44, 45, 47, 50(2), 50(3) and 86 of the *Construction Act*, R.S.O. 1990 c. C.30 as amended (the "**Act**"); and
- (s) Such further and other grounds of which counsel may advise, and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) The Affidavit of Aidan Ball affirmed on March 10, 2022 and Exhibits attached thereto;
- (b) The Pleadings in this action;
- (c) Such further evidence as the counsel may advise and this Honourable Court may permit.

March 10, 2022

**MILLER THOMSON LLP**  
Vaughan Metropolitan Centre  
100 New Park Place, Suite 700  
Vaughan, ON Canada L4K 0H9

Michael Farace LSO#: 29852S  
mfarace@millerthomson.com  
Tel: 905.532.6618

Lawyers for the Defendant

TO: **GOLDMAN SLOAN NASH & HABER LLP**

480 University Avenue  
Suite 1600  
Toronto, ON M5G 1V2  
Leonard Finegold (LSO #19875K)  
finegold@gsnh.com  
Tel: 416.597.3376  
Lawyers for the Plaintiff/Defendant by Counterclaim

KSV KOFMAN INC. in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1033803 ONTARIO INC., operating as Forma-Con Construction and Forma Finishing ("Forma-Con"), and 1087507 ONTARIO INC. (together with Forma-Con, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors  
Plaintiff

and MOD DEVELOPMENTS (197 YONGE)  
LIMITED PARTNERSHIP  
Defendant

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**NOTICE OF MOTION  
(Returnable date to be set)**

MILLER THOMSON LLP  
Vaughan Metropolitan Centre  
100 New Park Place, Suite 700  
Vaughan, ON Canada L4K 0H9

Michael Farace LSO#: 29852S  
mfarace@millerthomson.com  
Tel: 905.532.6618

Lawyers for the Defendant

# Appendix “SS”

Superior Court of Justice  
Commercial List

**FILE/DIRECTION/ORDER**

Bridging Finance as agent for 266 5405 Ontario Inc.  
Plaintiff(s)

AND

1033803 Ontario Inc.  
Defendant(s)

Case Management  Yes  No by Judge: \_\_\_\_\_

Counsel	Telephone No.:	Facsimile No.:

- Order  Direction for Registrar (No formal order need be taken out)
- Above action transferred to the Commercial List at Toronto (No formal order need be taken out)

- Adjourned to: \_\_\_\_\_
- Time Table approved (as follows):

*Adjourned to March 28/22 (1 hr) to allow the parties to engage in discussions regarding the approach to resolving the issue of the Reviewer's authority.*

March 9 2022  
Date

G. Khan - J.J.  
Judge's Signature

Additional Pages \_\_\_\_\_

# Appendix “TT”



## SUPERIOR COURT OF JUSTICE

---

**Counsel Slip for Justice Cavanagh**

**March 28, 2022**

In the Matter of: Bridging Finance Inc (as agent for 2665405 Ontario Inc.) -v- 1033803  
Ontario Inc et al

Court File No. CV-18-608978-00CL

**COUNSEL:**

Mr. Mario Forte (*Counsel to KSV Restructuring in its capacity as Receiver of 1033803*)

416-597-6477 / [forte@gsnh.com](mailto:forte@gsnh.com)

Mr. Scott Bomhof (*Counsel to KSV Restructuring in its capacity as Receiver of 1033803*)

416-865-7370 / [sbomhof@torys.com](mailto:sbomhof@torys.com)

Mr. Jeremy Opolsky (*Counsel to KSV Restructuring in its capacity as Receiver of 1033803*)

416-865-8117 / [jopolsky@torys.com](mailto:jopolsky@torys.com)

Mr. Michael Farace (*Counsel for MOD Developments*)

905-532-6618 / [mfarace@millertthomson.com](mailto:mfarace@millertthomson.com)

**REGISTRAR: K. BACHEW**

**REPORTER: N/A**

**Endorsement:**

The Receiver's motion for directions on the scope of the Receiver's authority and jurisdiction with respect to claims against MOD Developments (197 Yonge) Limited Partnership with respect to a Stipulated Price Contract between MOD and a division of



1428502 Ontario Limited is scheduled for a hearing on October 7, 2022 at 10:00 for ½ day.

# Appendix “UU”



Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KSV RESTRUCTURING INC. in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1033803 ONTARIO INC., operating as Forma-Con Construction and Forma Finishing (“Forma-Con”), and 1087507 ONTARIO INC. (together with Forma-Con, the “Debtors”) acquired for, or used in relation to a business carried on by the Debtors

Plaintiff

- and -

MOD DEVELOPMENTS (197 YONGE) LIMITED PARTNERSHIP

Defendant

**STATEMENT OF CLAIM**

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff’s lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES,

LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date \_\_\_\_\_ Issued by \_\_\_\_\_  
Local Registrar

Address of  
court office: 393 University Ave., 10th Floor  
Toronto, ON  
M5G 1E6

TO: MOD DEVELOPMENTS (197 YONGE) LIMITED PARTNERSHIP  
8 Price Street, 4th Floor  
Toronto, ON  
M4W 1Z4

AND/OR

550 Burrard Street, Suite #600  
Vancouver, BC  
V6C 2B5

## CLAIM

1. The plaintiff claims:

- (a) damages of \$3,564,865.57 plus any additional applicable taxes, to be paid by the defendant;
- (b) an order, if necessary, that payment of the damages be made from the security posted with the Accountant of the Superior Court of Justice to vacate the Lien, as defined below (the “**Security**”);
- (c) pre-judgment and post-judgment interest in accordance with the Contract (as defined below) or in the alternative in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (d) payment of its costs of this action;
- (e) for the purposes set out above, and for all other purposes, that all proper directions be given, inquiries made and accounts taken; and
- (f) such further and other relief as the Court may deem just.

### The Parties

2. KSV Restructuring Inc. formally, KSV Kofman Inc. (“**KSV**”) was appointed as receiver and manager, without security, of: (i) all of the assets, undertakings and properties of 1033803 Ontario Inc., operating as Forma-Con Construction and Forma Finishing (“**Forma-Con**”), and 1087507 Ontario Inc. (together with Forma-Con, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors; (ii) certain specific assets of Bondfield Construction Company Limited and Bondfield Construction Equipment Ltd; and (iii) the real property known municipally as 131 Saramia Crescent in Vaughan, Ontario (KSV, in such capacity, the

“**Receiver**”), by order of the Honourable Justice Hailey of the Ontario Superior Court of Justice (Commercial List) dated November 19, 2018 (the “**Order**”).

3. Forma-Con was a construction contractor based in Concord, Ontario.

4. MOD Developments (197 Yonge) Limited Partnership (“**197 Yonge LP**”) is the developer of the Massey Tower, a 60-storey condominium tower (the “**Project**”) under development at 197 Yonge Street, Toronto, Ontario (the “**Site**”).

### **The Contract**

5. On or about December 19, 2014, Forma-Con entered into a contract with 197 Yonge LP (the “**Contract**”) whereby Forma-Con agreed to provide work and materials in connection with the Project. The work and materials that Forma-Con agreed to provide included concrete forming and falsework, void forming, concrete placing and finishing, temporary shoring, hoisting, coordination management of rebar placement, and the supply and installation of concrete accessories. The contract price, including applicable taxes, was \$23,084,770.00.

6. Forma-Con last provided their work on the Project on or about February 12, 2019.

### **The Receiver’s Claim**

7. As of February 12, 2019, Forma-Con had made improvements to the Site and incurred damages valued at \$3,564,865.57 plus HST (which amount includes the Lien, as defined below, amount of \$2,038,704.26. These amounts remain unpaid and accordingly, 197 Yonge LP is indebted to Forma-Con for the sum of \$3,564,865.57 plus HST.

8. This amount is due and owing. The Receiver has made a demand for payment on behalf of Forma-Con, which payment has not been made. The failure by the defendant to pay this amount is a breach of the Contract.

9. In the alternative, the Receiver is entitled to compensation on a *quantum meruit* basis as against the defendant.

10. By reason of Forma-Con supplying the services and materials that it did, Forma-Con has enhanced the value of the Site and enriched the defendant. The defendant has received the benefit of this enhancement and has been unjustly enriched by the amount of the Receiver's claims. The Receiver therefore seeks restitution on the basis of unjust enrichment.

11. By reason of performing the work described above, Forma-Con became and is entitled to a lien upon the estate or interest of the owner of the Site. On February 13, 2019, the Receiver caused to be registered in the Land Titles Office for the Land Titles Division of Toronto (No. 80) at Toronto, as instrument no. AT5076132, a claim for lien on the Site for \$2,038,704.26 (the "Lien").

12. The Lien was vacated by order of Master Wiebe dated February 21, 2019 after the Security of \$2,038,704.26 plus costs was posted with the Accountant of the Ontario Superior Court of Justice. The plaintiff is entitled to be paid from the Security, if the defendant fails to pay the amount due.

13. On or about March 13, 2019, the Plaintiff perfected the Lien by commencing an action in Toronto as Court File No. CV-19-00616137-0000 (the "Lien Action"). The plaintiff refers to and relies upon the allegations as set out in the Lien Action.

## **ADDITIONAL CLAIMS**

14. Throughout the progress of the Project, Forma-Con suffered significant delays, productivity impact and increased costs due to events and circumstances beyond Forma-Con's control in the completion of the Contract. The particulars of the delays, productivity impact and increased costs include, but are not limited to the following:

- a) delays due to owner-initiated design changes, including rebar changes;
- b) delays due to owner's decision to change the tower crane layout;
- c) delays due to unproductive standby time waiting for the bridge to be removed;
- d) delays due to union labour disruptions; and
- e) delays due to excusable weather conditions.

15. As a consequence of the delays, other events and circumstances beyond Forma-Con's control, Forma-Con attempted to mitigate such delays and associated costs of such delays, events and circumstances beyond its control. The particulars of all such mitigation efforts and additional costs will be provided prior to or at the trial of the action.

16. As a consequence of Forma-Con suffering such delays, productivity impacts, increased costs and mitigation efforts, Forma-Con suffered damages in the estimated amount of \$3,564,865.57 plus HST (which amount includes the Lien amount of \$2,038,704.26).

17. The amount of \$3,564,865.57 plus HST is due and owing.

18. The Receiver proposes that the action be tried together with the Lien Action at Toronto.



June 8, 2022

**GOLDMAN SLOAN NASH & HABER LLP**

480 University Ave, Suite 1600

Toronto, ON M5G 1V2

Fax: (416) 597-3370

**Leonard Finegold, LSO # 19875K**

Tel: (416) 597-3376

Email: [finegold@gsnh.com](mailto:finegold@gsnh.com)

Lawyers for the Plaintiff

Court File No.

KSV KOFMAN INC. in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1033803 ONTARIO INC., operating as Forma-Con Construction and Forma Finishing (“Forma-Con”), and 1087507 ONTARIO INC. (together with Forma-Con, the “Debtors”) acquired for, or used in relation to a business carried on by the Debtors

v. MOD DEVELOPMENTS  
(197 YONGE) LIMITED  
PARTNERSHIP

Plaintiff

Defendant

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**STATEMENT OF CLAIM**

**GOLDMAN SLOAN NASH & HABER LLP**

480 University Ave, Suite 1600

Toronto, ON M5G 1V2

Fax: (416) 597-3370

**Leonard Finegold, LSO # 19875K**

Tel: (416) 597-3376

Email: finegold@gsnh.com

Lawyers for the Plaintiff

# Appendix “VV”

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

B E T W E E N :

KSV RESTRUCTURING INC. in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1033803 ONTARIO INC., operating as Forma-Con Construction and Forma Finishing (“Forma-Con”), and 1087507 ONTARIO INC. (together with Forma-Con, the “Debtors”) acquired for, or used in relation to a business carried on by the Debtors

Plaintiff

- and -

MOD DEVELOPMENTS (197 YONGE) LIMITED PARTNERSHIP

Defendant

**STATEMENT OF DEFENCE AND COUNTERCLAIM**

1. The Defendant, MOD Developments (197 Yonge) Limited Partnership, admits the allegations contained in paragraph 4 of the Statement of Claim.
2. The Defendant denies the remaining allegations in the Statement of Claim except to the extent that they are admitted in this Statement of Defence.
3. The Defendant engaged Forma-Con Construction (A DIVISION OF 1428502 ONTARIO LIMITED) (“Forma-Con”) by contract dated December 19, 2014 (“Contract”) for Forma-Con to provide concrete forming and falsework, void forming, concrete placing and finishing, temporary shoring, hoisting, coordination management of rebar placement, and the supply and insulation of concrete accessories (“Work”) for the contract price including applicable taxes in the amount of \$23,084,770.00 at the project located at 197 Yonge Street, Toronto, Ontario (“Property”) . The Defendant never entered into a contract with the Plaintiff for the Work. However, the Defendant did enter into a written agreement on December 27, 2018 (“Close Out Agreement”) with the Plaintiff to complete some of the Work that was not completed by Forma-Con. The appointment of the receiver KSV Kofman Inc. (“KSV”) occurred on November 19, 2018 by Court Order. For the purposes of this pleading and in order to maintain clarity, Form-Con and the Plaintiff are different and distinct entities.

4. The Defendant states that 1428502 Ontario Limited was never an incorporated entity and was not subject to the Court Order referred to in paragraph 3 herein (“Receivership Order”).

5. There is no privity of contract as between the Plaintiff (and/or the entities named by the Receivership Order) and the Defendant and therefore the Plaintiff is not capable of maintaining its action against the Defendant. The Plaintiff is prohibited from suing on the Contract to which it is not a party

6. The Plaintiff’s claims are founded on contractual provisions and the Plaintiff is not a party to the Contract.

7. Pursuant to the Close Out Agreement the Plaintiff supplied labour and materials to the project up to the date of February 12, 2019 and the Plaintiff has been paid in full by the Defendant for this supply of labour and materials.

8. The Defendant states that it has made payment in full to Forma-Con and the Plaintiff for any and all labour and materials supplied to the project pursuant to the Contract, save and except for holdback funds and amounts for which the Defendant claims a setoff against both the Plaintiff and Forma-Con, which is the total amount of \$7,227,788.30 plus HST, and the details of which are as set out in the Counterclaim herein.

9. The Defendant states that it has paid the Plaintiff in full with respect to all amounts properly owing pursuant to the Close Out Agreement and that the Plaintiff has not sustained any losses or damages. The Plaintiff is liable for any and all breaches of contract and damages suffered by the Defendant due to Forma-Con’s breaches of contract as particularized herein.

10. The Plaintiff on February 13, 2019, registered a construction lien as instrument number AT5076132 on the Property for \$2,038,704.26 (the “Lien”). The Plaintiff was at no time entitled to register the Lien against the Property.

11. In the event that this Honourable Court finds the Plaintiff was ever entitled to a lien against the Property, which is not admitted but denied, the Defendant pleads that any lien rights in this respect expired prior to the registration of the Lien by the Plaintiff and, furthermore, that the Plaintiff has failed to perfect its Lien in a timely manner.

12. The lien was vacated by court order dated February 21, 2019 after the Defendant posted security with the court in the amount of \$2,038,704.26 plus costs (“Security”) with the Accountant of the Superior Court of Justice.

13. On or about March 13, 2019, the Plaintiff perfected the Lien by commencing an action in Toronto as Court File No. CV-19-00616137-0000 (the “Lien Action”). The Lien Action makes a claim against the Defendant for the Lien amount of \$2,038,704.26 and therefore any claim made in this action in court file number CV-22-00682381-0000 (“This Action”) that claims amounts owing in relation to the Lien Action is duplication of the claim in the Lien Action and is an abuse of process and any such claim is required to be stayed pursuant to Rule 21 of the Rules of Civil Procedure.

14. The Defendant denies that the Plaintiff is entitled to compensation on the basis of unjust enrichment or quantum meruit. The Plaintiff's right to be compensated for materials and services provided to the project, if any, is governed solely by the terms of the Contract and the Close Out Agreement.

15. The Plaintiff in its statement of claim in This Action in paragraphs 14, 15 and 16 makes allegations that it suffered delays, productivity impact and increased costs in relation to the project (“Plaintiff Delay Claims”) all of which are denied by the Defendant. The Defendant states that the Plaintiff Delay Claims should and could have been included and pleaded in the Lien Action but were not. Given that the statement of claim for the Lien Action was issued by this honourable Court on March 13, 2019, in addition and in the alternative, the Defendant pleads that the Plaintiff's claim as to Plaintiff Delay Claims is subject to a limitation period which has expired. The Plaintiff's claims in This Action are statute barred and the Defendant pleads and relies upon the provisions on the Limitation Act, 2002, S.O., 2002, c.14.

16. The issues raised in This Action, except for the Plaintiff Delay Claims which are statute barred due to the limitation period having expired, were already being litigated in the Lien Action and therefore this action has created a multiplicity of proceedings. With the exception of the claim for the Plaintiff Delay Claims, the balance of the claims as against the Defendant are similar and identical to the issues to be determined by trial in the Lien Action and allowing This Action to continue against the Defendant is an abuse of process.

17. The Defendant states that This Action has been commenced to effectively circumvent the express procedural requirement that leave of the court was to be obtained to make any further claims against the Defendant that the Plaintiff wanted to make in its statement of claim in the Lien Action following the close of pleadings. This action has resulted in an unfair shifting of legal onus onto the Defendants to strike this claim when the Plaintiff ought to bear the burden of convincing the court that leave should be granted to amend its statement of claim in the Lien Action.

18. The Defendant asks that This Action be dismissed with costs assessed against the Plaintiff on a substantial indemnity basis

#### COUNTERCLAIM

19. The Defendant/Plaintiff by Counterclaim counterclaims against the Plaintiff/Defendant by Counterclaim the following:

20. Damages in the amount of \$7,227,788.30, plus applicable HST, for negligence and breach of contract;

21. Prejudgment and postjudgment interest in accordance with the Courts of Justice Act, R.S.O. 1990, c. 43;

22. Costs of this action and this Counterclaim on a substantial indemnity basis; and

23. Such further and other relief as this Honourable Court deems just.

24. The Defendant/Plaintiff by Counterclaim repeats and relies upon the allegations set out in the Statement of Defence.

25. The Defendant/Plaintiff by Counterclaim states it was an express and/or implied term of the Contract between the Defendant and Forma-Con that Forma-Con would supply labour and materials and perform work in a timely manner and in a good and workmanlike manner conforming with industry standards. The Defendant/Plaintiff by Counterclaim states that the Plaintiff/Defendant by Counterclaim is bound to the terms of Contract and the aforesaid express and/or implied term. The Defendant/Plaintiff by Counterclaim states that the Plaintiff/Defendant

by Counterclaim is liable from any and all breaches and damages caused to the Defendant/Plaintiff by Counterclaim by Forma-Con.

26. The Defendant/Plaintiff by Counterclaim states that the Plaintiff/Defendant by Counterclaim and Forma-Con caused damages to the Defendant/Plaintiff by Counterclaim in the amount of \$1,052,514.40 due to project delays in the amount of 103 days; as a result of the aforesaid delays by the Plaintiff/Defendant by Counterclaim and Forma-Con there were additional construction management fees incurred by the Defendant due to the Plaintiff/Defendant by Counterclaim's and Forma-Con's delays of 103 days which additional management fees amounted to \$220,000.00. As a result of the delay in the construction by the Plaintiff/Defendant by Counterclaim and Forma-Con by 103 days, the Defendant/Plaintiff by Counterclaim had to incur the damages of additional interest on its construction loan in the amount of \$2,312,297.47.

27. The Defendant/Plaintiff by Counterclaim states that it also suffered additional damages arising as charges for crane downtime in the month of November 2018 as a result of the Plaintiff/Defendant by Counterclaim's and Forma-Con's failure to perform in accordance with the schedule of construction, which charged back costs amount to \$988,031.54.

28. The Defendant/Plaintiff by Counterclaim states that as a result of the delays caused to the construction schedule for the project by the Plaintiff/Defendant by Counterclaim and Forma-Con, in breach of the contract, legal fees and lien bond premiums were incurred by the Defendant in the amount of \$167,646.67 along with the cost of an allowance to complete the remaining contract in the amount of \$1,057,298.22.

29. The Defendant/Plaintiff by Counterclaim states that it requires an allowance for warranty work to be completed by the Plaintiff/Defendant by Counterclaim and Forma-Con and claims a charge against the Plaintiff/Defendant by Counterclaim and Forma-Con in the amount of \$500,000.00.

30. The Defendant/Plaintiff by Counterclaim requires an allowance for Tarion delayed closing costs paid as compensation for condominium unit purchasers due to delay of closing dates with the said unit purchasers which delays were caused by the Plaintiff/Defendant by Counterclaim and Forma-Con and the Defendant/Plaintiff by Counterclaim claims a charge against the



Plaintiff/Defendant by Counterclaim and Forma-Con for these delay costs in the amount of \$930,000.00.

31. As a result of the damages caused by the Plaintiff/Defendant by Counterclaim and Forma-Con, as particularized herein, the Defendant/Plaintiff by Counterclaim has sustained a loss of damage including, but not limited, the particulars set out herein which amount to \$7,227,788.30 plus HST.

32. The Defendant/Plaintiff by Counterclaim requests that this Counterclaim be heard at the same time or immediately following the main action.

July 12, 2022

MILLER THOMSON LLP  
Vaughan Metropolitan Centre  
100 New Park Place, Suite 700  
Vaughan, ON Canada L4K 0H9

Michael P. Farace LSO#: 29852S  
mfarace@millerthomson.com  
Tel: 905.532.6618

Lawyers for the Defendant

TO: GOLDMAN SLOAN NASH & HABER LLP  
480 University Ave, Suite 1600  
Toronto, ON M5G 1V2  
Fax: (416) 597-3370

Leonard Finegold, LSO # 19875K  
Tel: (416) 597-3376  
Email: finegold@gsnh.com

KSV RESTRUCTURING INC. in its capacity as Court-appointed receiver and manager, without security, of all of the assets, undertakings and properties of 1033803 ONTARIO INC., operating as Forma-Con Construction and Forma Finishing (“Forma-Con”), and 1087507 ONTARIO INC. (together with Forma-Con, the “Debtors”) acquired for, or used in relation to a business carried on by the Debtors

Plaintiff

and MOD DEVELOPMENTS (197 YONGE) LIMITED  
PARTNERSHIP

Defendant

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
Proceeding commenced at TORONTO

**STATEMENT OF DEFENCE AND  
COUNTERCLAIM**

MILLER THOMSON LLP  
VAUGHAN METROPOLITAN CENTRE  
100 NEW PARK PLACE, SUITE 700  
VAUGHAN, ON CANADA L4K 0H9

Michael P. Farace LSO#: 29852S  
mfarace@millerthomson.com  
Tel: 905.532.6618

Lawyers for the Defendant

Served by Email: finegold@gsnh.com



TAB3

Court File No. CV-18-608978-00CL

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

BETWEEN

**BRIDGING FINANCE INC., as agent for**  
**2665405 ONTARIO INC.**

Applicant

-and-

**1033803 ONTARIO INC. and 1087507 ONTARIO LIMITED**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 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**

**AFFIDAVIT OF STEVEN AQUINO**

I, Steven Aquino, of the town of Oakville, in the province of Ontario, AFFIRM:

1. I am the president of Bondfield Construction Company Limited (“**BCCL**”) where I have held that position since October 2018. Prior to serving as President, I served in various roles in the Bondfield Group of Companies (the “**Group**”) commencing full-time employment with the Group in 2000 and, as such, have knowledge of the matters contained in this Affidavit.

**Corporate History of 1428508 Ontario Limited**

2. In 2000, I was involved in the incorporation of 1428508 Ontario Limited (“**1428508**”). At the time 1428508 was incorporated I was its sole shareholder.

3. On December 30, 2007, I transferred all of the shares I held of 1428508 to 1033803 Ontario Incorporated (“**1033803**”). From that point forward, 1428508 was a wholly owned subsidiary of 1033803.
4. I understand that both 1428508 and 1033803 carried on business under the name Forma Con Construction.
5. At no point was 1428502 Ontario Limited (“**1428502**”) a member of the Group. I have reviewed the corporate profile report of 1428502 and confirm that “Second Floor Ltd.” and Nora Cleary are unknown to me and were never associated with, affiliated with, or related to the Group, including BCCL, 1428508 or 1033803.

#### **The Massey Tower Project**

6. I understand that this dispute relates to Forma Con Construction’s work on the Massey Tower project, on which Forma Con performed work from December 19, 2014 until the project was completed in March 2019, and billed a total of \$20,474,166.11. From November 18, 2018 to March 2019, Forma Con performed its services while in receivership. I understand that there is a dispute about the correct parties to the CCDC 17 – 2010 contract dated December 19, 2014 (the “**Massey Tower Project Agreement**”) At all times, a Forma Con entity performed the work of the “Trade Contractor” named under the Massey Tower Project Agreement.

#### ***2014 – 2016 : 1428508 was the proper counterparty (not 1428502)***

7. I have reviewed the Massey Tower Project Agreement which on its face is between “Forma-Con Construction (a division of 1428502 Ontario Limited)” and MOD Developments (197 Yonge) Limited Partnership (“**MOD**”).

8. I believe that the reference to 1428502 was a typographical error that should read as 1428508 because 1428508 is the entity that carried on business as Forma Con Construction at the date of the Massey Tower Agreement. As I stated above, 1428502 was never a part of the Group and is unknown to me. I believe that from the commencement of the Massey Tower Agreement in 2014 to December 2016 that 1428508 was the proper party who was required to perform work under the agreement and was entitled to be paid for that work.

9. From the start of the Massey Tower project in 2014 until December 2016, progress billings were issued by 1428508 and were paid by MOD. 1428508 relied on the existence of a valid contract between 1428508 and MOD to perform work on the project. If MOD at any time had taken the position that there was no valid contract or failed to pay 1428508 for work performed on the project, 1428508 would not have continued to perform the work. To the best of my knowledge, at no point did MOD challenge the contract as invalid or insist that 1428502 was the proper counterparty. Had MOD raised concerns, 1428508 would have taken steps to correct the contract.

***2017 – 2018: 1033803 performed work and was proper counterparty***

10. Beginning in January 2017, 1033803 performed the work on the Massey Tower project and progress billings were issued by 1033803 and paid by MOD, less the required holdback. Thereafter, all invoices were issued by 1033803, including for services provided during the receivership period, which commenced on November 19, 2018.

11. I also believe that, following the dissolution of 1428508, from December 2016 through to completion of the Massey Tower project, 1033803 was the proper party to the Massey Tower Project Agreement. 1033803 was the proper party who was required to perform work under the

Massey Tower Agreement and was entitled to be paid for that work. 1033803 relied upon the existence of a valid contract between MOD and 1033803 as a basis to perform the work. If MOD had, at any time, taken the position that there was no contract between the MOD and 1033803 or failed to pay 1033803 for work performed on the project, 1033803 would not have continued to provide the work.

12. There were no changes in the manner that Forma-Con provided its services prior to and after the dissolution of 1428508. To the best of my knowledge, at no point did MOD object to the validity of the contract. MOD paid all relevant invoices issued by 1033803 in full (less the required holdback).

SWORN before me at the City of Toronto in the Province of Ontario, on August 11, 2022



Commissioner for Taking Affidavits  
(or as may be)



(Signature of deponent)

PAUL DIPELE  
LSO# 69954F  
Solicitor + Notary Public

BRIDGING FINANCE INC., as agent for  
2015405 ONTARIO INC.  
Applicant

and 1033803 ONTARIO INC. and 1087507  
ONTARIO LIMITED  
Respondent

CV-18-00608978-00CL

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

Proceedings commenced in Toronto

IN THE MATTER OF AN APPLICATION UNDER SECTION 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

**AFFIDAVIT**

**Torys LLP**

79 Wellington St. W., 30th Floor  
Box 270, TD South Tower  
Toronto, ON M5K 1N2

Scott A. Bomhof (LSO #: 37006F)  
Tel: 416.865.7370  
[sbomhof@torys.com](mailto:sbomhof@torys.com)

Jeremy Opolsky (LSO #: 60813N)  
Tel: 416.865.8117  
[jopolsky@torys.com](mailto:jopolsky@torys.com)

R. Craig Gilchrist (LSO #: 77315B)  
Tel: 416.865.7629  
[cgilchrist@torys.com](mailto:cgilchrist@torys.com)

Lawyers for KSV Kofman Inc.,  
in its capacity as Court-appointed Receiver for  
1033803 Ontario Inc. and 1087507 Ontario Limited



BRIDGING FINANCE INC., as agent for  
2665405 ONTARIO INC.  
Applicant

and 1033803 ONTARIO INC. and 1087507  
ONTARIO LIMITED  
Respondent

CV-18-00608978-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
Proceedings commenced in Toronto

IN THE MATTER OF AN APPLICATION UNDER SECTION 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

**MOTION RECORD  
(Returnable November 4, 2022)**

**Torys LLP**

79 Wellington St. W., 30th Floor  
Box 270, TD South Tower  
Toronto, ON M5K 1N2

Scott A. Bomhof (LSO #: 37006F)  
Tel: 416.865.7370  
[sbomhof@torys.com](mailto:sbomhof@torys.com)

Jeremy Opolsky (LSO #: 60813N)  
Tel: 416.865.8117  
[jopolsky@torys.com](mailto:jopolsky@torys.com)

R. Craig Gilchrist (LSO #: 77315B)  
Tel: 416.865.7629  
[cgilchrist@torys.com](mailto:cgilchrist@torys.com)

Lawyers for KSV Kofman Inc.,  
in its capacity as Court-appointed Receiver for  
1033803 Ontario Inc. and 1087507 Ontario Limited