

AGREEMENT

B E T W E E N:

EDGE ON TRIANGLE PARK INC.
a corporation incorporated under the laws of
the Province of Ontario

(hereinafter called the "Vendor")

OF THE FIRST PART,

– and –

TORONTO MEDIA ARTS CLUSTER,
a corporation incorporated under the laws of
the Province of Ontario

(hereinafter called the "Purchaser")

OF THE SECOND PART;

– and –

CITY OF TORONTO

(hereinafter called the "City")

OF THE THIRD PART.

WHEREAS the Vendor and the Purchaser agree and acknowledge that the purchase of the Building (as hereinafter defined) is a result of a Letter of Intent between the Vendor and the Purchaser dated September 29th, 2011.

AND WHEREAS the Purchaser is a non-profit corporation which intends to utilize the Building for the present purposes of the Purchaser of increasing the public's appreciation of the arts, to be utilized in accordance with the zoning by-laws governing the Building and to be constructed generally in accordance with the Plans and Specifications.

AND WHEREAS the Vendor intends to construct a Condominium (as hereinafter defined) below, above and sometimes adjoining parts of the Building.

AND WHEREAS the City of Toronto (the "Municipality") and the Vendor entered into an agreement pursuant to subsection 37(3) of the Planning Act, which is dated June 7, 2012 and was registered against title to the Vendor's Lands and the Property on February 20, 2013 as Instrument No. AT3240353 (the "Section 37 Agreement").

AND WHEREAS pursuant to the Section 37 Agreement, *inter alia*, the Vendor agreed to provide freehold title to certain structures and improvements, having a total minimum gross floor

area as more particularly stipulated therein, for a cultural/arts centre (herein referred to as the "Cultural Space").

AND WHEREAS pursuant to the Section 37 Agreement, the Vendor also agreed to attempt to enter into a purchase and sale agreement with the Purchaser for the conveyance to the Purchaser of freehold title to certain structures and improvements, having a total gross floor area of approximately 37,815 square feet as more stipulated therein, for use as a cultural/arts centre (herein referred to as the "Additional Arts and Cultural Space") and the Cultural Space.

AND WHEREAS it is intended that this Agreement be the purchase and sale agreement referred to in the Section 37 Agreement and that the Building be comprised of the Cultural Space and the Additional Arts and Cultural Space.

AND WHEREAS the City is being added to this Agreement solely to ensure the transfer of the Property to the Purchaser and to provide for the agreement of the Vendor to enter into a separate agreement of purchase and sale with the City for the Property in the event that this Agreement is terminated.

NOW THEREFORE in consideration of the sum of Two (\$2.00) Dollars paid by each of the parties hereto to the other and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Purchaser hereby agrees to purchase from the Vendor, and the Vendor hereby agrees to sell to the Purchaser, the following lands and improvements (including the Building) therein and comprising the Cultural Space and the Additional Arts and Cultural Space (collectively referred to in this Agreement as the "Property"), namely,

- (a) The lands and premises located in the Municipality and Province of Ontario and being part of the following PINs 21298-0004 (LT), 21298-0197 (LT), 21298-0198 (LT) and 21298-0424 (LT) and being part of the lands municipally described as 2-6 Lisgar Street, with the Building to be constructed described generally as more particularly shown on the Plans and Specifications:

(A) Upper and Lower Limits

From the centre line of the floor slab above the garage to be constructed below the Building to the centre line of the floor slab of the fourth floor of the Condominium to be constructed above the Property, plus that portion of the elevator shaft and pit within the Building that goes from the first floor of the Building to the second level of the garage of the Condominium and to a point within the fourth floor of the Condominium.

(B) Second and Third Floor Limits

The west, south and north boundaries of the second and third floor of the Building shall be from the centre line of the block wall or drywall separating the Building from the Condominium, subject to the easements to be created in favour of the Condominium being created adjoining the Building for the purpose of the Condominium's utilization of the stairwells, fire exits, garbage shutes, pipes and similar items and only to the centre line of the wall dividing the Building from the Condominium.

The west and north boundaries of the second and third floor of the Building fronting the proposed park and Abell Street shall be from the exterior surface of the exterior walls and shall include everything within the exterior surface of the exterior walls of the Building being constructed, including the exterior side of the windows and window frames. The east boundary of the second and third floor of the Building shall be taken to the property limit abutting Lisgar Street.

(C) Ground/First Floor Limits

The east boundary of the ground/first floor of the Building shall be to the property line along Lisgar Street and shall include everything within the exterior surface of the exterior walls of the Building being constructed, including the exterior side of the windows and window frames, and with respect to the west side of the ground/first floor, the limit shall be the centre line of the drywall or block wall at the rear of the lobby on the ground/first floor to be constructed for the Purchaser and separating the Building from the Condominium, and with respect to the south boundary, to the centre line of the block or drywall wall separating the Building from the Condominium to be constructed by the Vendor, and with respect to the applicable portion of the north side of the ground/first floor, the limit shall be to the centre line of the block or drywall separating the Building from the Condominium, subject to the easements to be created in favour of the Condominium for the purpose of the Condominium's utilization of the stairwells, fire exits, garbage chutes, pipes and similar items and mutual rights and easements of support;

and containing approximately 37,815 square feet of space as described in the Plans and Specifications, together with two (2) separate elevators and separate lobby, together with all fixtures, materials, equipment, fixed improvements and finishes as more particularly described in the Plans and Specifications (collectively, the "Building") to be constructed upon the Property as herein provided, the Vendor and Purchaser having agreed that the area to be constructed and boundaries of the Property are as shown on the Plans and Specifications, and it further being agreed between the Vendor and the Purchaser that the Property shall include the benefit of such appurtenant easements, rights of way and rights in the nature of easements over, through, across, on and under the Vendor's Lands (as defined in Schedule "B" hereto) as are necessary for the support of, access to and egress from, maintenance, repair, operation, installation, construction and reconstruction of, the flow of air into and the exhaust from, and allowing for the off loading and on loading of materials and goods related to the operation of, the Property, including, without limitation, the various components and elements of the Property (collectively, the "Benefitting Easements"),

the aforementioned sale and purchase to be upon and subject to the following terms and conditions (herein referred to as the "Agreement").

1. Purchase Price

The Purchaser agrees that it is responsible to pay to the Vendor a purchase price (the “**Purchase Price**”), in lawful money of Canada, being the sum of ONE MILLION FIVE HUNDRED AND SIXTY-TWO THOUSAND NINE HUNDRED AND SEVENTY-TWO (\$1,562,972) DOLLARS, subject to the usual adjustments and the adjustments referred to in this Agreement, including without limitation, the adjustments in paragraph 3(a) and (b) of Schedule “B”.

The Vendor and the Purchaser acknowledge and agree that except as otherwise expressly provided herein, the Purchase Price includes all hard costs for construction of the Additional Arts and Cultural Space, development charges and all fees payable in connection with applications for Permits, but is exclusive of applicable HST and those items listed in paragraph 3 of Schedule “B” and any extras or costs of change orders requested by the Purchaser in writing and agreed to by the Vendor and not otherwise described in the Plans and Specifications and/or the 2014 Altus Report.

2. Payment of Purchase Price

The Purchase Price shall be satisfied by the Purchaser giving and the Vendor taking back a First Mortgage (the “**VTB**”) in the principal amount of the Purchase Price. The VTB shall be for a term of 25 years and shall bear interest at the rate of 6% per annum calculated semi-annually, not in advance and shall be repayable in blended monthly payments including both principal and interest in the amount of \$10,000 per month. The VTB shall be open, when not in default, for repayment in whole or in part without notice or bonus. In the event of partial principal repayment in addition to the monthly payments, the monthly payment amount with 6% interest will be recalculated by applying an amortization rate based on the number of months remaining in the term to the then outstanding balance following the partial principal repayment, so that the mortgage will be repaid at the end of the 25th year of the term. The VTB shall also require that the Vendor provide monthly written notifications to the City with respect to compliance by the Purchaser under the VTB, and the Vendor agrees to provide same. The Vendor acknowledges that the restrictions to be registered pursuant to Section 118 of the *Land Titles Act*, the agreement for the use of arts and cultural space dated on or about the date hereof between the City and the Purchaser (the “**Land Use Agreement**”) and the option to purchase the Property in favour of the Municipality (collectively, the “**City Agreements**”), as each are described in the Section 37 Agreement will be registered in priority to the VTB and to the extent necessary, the Vendor (and any assignee of the Vendor’s interest in the VTB) shall execute any necessary postponements to reflect the respective priorities of the VTB and the City Agreements as described above. The VTB shall further provide that if the Purchaser has transferred the Property to the City in accordance with the terms of the City Agreements, the Vendor shall provide a discharge of the VTB to the City immediately upon the transfer of the Property to the City for no consideration and the Vendor agrees to provide same. The Vendor and the Purchaser agree that the VTB shall be re-registered if the Building is reconveyed by the City to the Purchaser or its successor, provided that the principal amount of the new VTB shall be equal to the outstanding principal amount of the VTB at the time it was discharged.

3. Plans and Specifications

The Vendor and the Purchaser have agreed upon the floor plans and elevations of the Building as per the prepared architectural plans (the “**Plans**”) referred to in Schedule “C” and the standard

features and specifications for the Building as set out in Schedule "C" delivered by the Vendor to the Purchaser (the "Specifications") and the plans and drawings for all interior fit-up of the Building as set out in Schedule "C" (the "TMAC Interior Design and Finishing Specifications") (such Plans, Working Drawings (as defined below), TMAC Interior Design and Finishing Specifications and Specifications being hereinafter collectively referred to as the "Plans and Specifications") and all of the same have been accepted by both the Vendor and the Purchaser.

4. Preparation of Working Drawings

The Vendor has prepared, at its sole cost and expense, full architectural drawings, engineering drawings, landscaping plans and other working drawings (collectively the "Working Drawings") in accordance with the Plans and Specifications, which Working Drawings are more particularly described in Schedule "C" and which have been approved by the Purchaser, together with all necessary applications for building permit(s) and other permits required from the Municipality and all other governmental authorities having jurisdiction (collectively the "Permits") to construct the Building.

5. Application for Permits

The Vendor shall submit the Working Drawings, together with all application fees, to the Municipality and all other governmental authorities having jurisdiction.

6. Closing Date

The transaction of purchase and sale arising from this Agreement with respect to the Building shall be completed and the Building shall be transferred by the Vendor to the Purchaser on the date which is the later of: (i) forty five (45) days after the date the Condominium is registered; (ii) ten (10) days after the Building is cleared for occupancy by the Municipality, currently estimated to be January 2015 and (iii) forty-six (46) days having elapsed since the Vendor has published a Notice of Substantial Performance with respect to the Building by them as General Contractor as required by the Construction Lien Act and no liens have been registered against title to the Building, provided that notwithstanding the foregoing, if the Closing Date does not occur by May 3, 2015 then, subject to any agreement between the parties hereto, together with receiving the consent of the City (Director Real Estate Services), in each case, to extend the Closing Date, this Agreement shall be terminated and of no further force and effect.

The Vendor agrees to use its reasonable commercial efforts to advise the Purchaser of the intended Closing Date at least ninety (90) days prior to the expected Closing Date.

7. Construction of the Building

The Vendor covenants and agrees to construct the Building with due diligence, in a good and workmanlike manner and in accordance with and subject to the following:

- (a) the Plans and Specifications and all amendments, revisions, additions, supplements and other changes thereto which have been approved by both the Vendor and the Purchaser and the report prepared by Altus Helyar dated February 7th, 2014 (the "2014 Altus Report");

- (b) any Site Plan Agreement entered into by the Vendor and the Municipality, the Permits and all laws, by-laws, regulations, codes and other requirements of the Municipality and all governmental authorities having jurisdiction; and
- (c) the terms and conditions of this Agreement and all Schedules now or hereafter attached hereto or incorporated herein by reference.

Prior to the Closing Date, if changes are required to the Plans and Specifications by reason of the provisions of codes, agreements or requirements of or administered by the Municipality of any utility or any other authority, including:

- (a) changes required after such Permits and approvals are obtained, but prior to the Closing Date, because of changed interpretations of such codes, agreements or requirements; and
- (b) changes required after such Permits and approvals are obtained because of actual changes in such codes, agreements or requirements after the date they are obtained;

regardless of whether any of the above would be apparent on an inspection, and whether or not within the knowledge of the Vendor or the Purchaser, then, provided such changes are not required as a result of any work undertaken by TMAC within the Building, all necessary changes shall be made in the Plans and Specifications by the Vendor and shall be performed in accordance with the amended Plans and Specifications, but there shall be no increase in the Purchase Price with respect to any such changes.

8. Substantial Completion

In this Agreement the Building shall be deemed to be "substantially complete" when the interior work has been substantially finished in accordance with the Plans and Specifications so as to permit occupancy thereof in accordance with all laws, by-laws, regulations, codes and other requirements of the Municipality and all other governmental authorities having jurisdiction.

If any construction lien is registered or asserted in writing against the Property or Building, or any trust fund claim under the *Construction Lien Act*, or any other claim in connection with the Building, is made, in each case by anyone for whom the Vendor is responsible (other than claims that arise out of the wrongful, or alleged wrongful, act or omission of the Vendor), the Vendor shall cause any lien or claim to be forthwith removed and released from the title to the Property and/or Building prior to Closing.

9. Closing Deliveries of Vendor

On Closing, the Vendor shall deliver to the Purchaser the following:

- (a) a duly executed, registrable transfer/deed in respect of the Property, with Box 13 thereof relating to the *Planning Act* completed by the Vendor and its solicitors, which transfer shall include: (i) a reservation in favour of the Condominium of certain easements for piping and other Condominium intrusions into the Property, or such easements will already have been created in the Condominium

declaration; and (ii) the Benefitting Easements or, such Benefitting Easements will have already been created in favour of the Property.

- (b) an undertaking to readjust any item on the statement of adjustments in accordance with this Agreement.
- (c) a statutory declaration of an authorized officer of the Vendor confirming that the Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* as of the Closing Date.
- (d) an assignment of all warranties in effect in respect of any portion of the Building.
- (e) keys to the Building.
- (f) "record drawings" of the Building, including all electrical and mechanical systems.
- (g) two (2) bound copies of any operating and maintenance manuals, where available, for the equipment in the Building.
- (h) a clearance certificate from the Workplace Safety and Insurance Board for the Vendor.
- (i) a reasonable quantity for each of the following, in each colour and pattern and in labelled packages: floor finishes, ceramic tile, wall finishes, paint, wall covering.
- (j) such further documentation relative to the completion of the transactions applicable to the Property as the Purchaser or its solicitors may reasonably require.

10. Schedules

The following Schedules referred to herein and attached hereto are included in this Agreement and the provisions of the same form a part hereof:

Schedule "A"	- Intentionally Deleted
Schedule "B"	- Terms and Conditions of Agreement
Schedule "C"	- Plans and Specifications
Schedule "D"	- Specific Permitted Encumbrances
Schedule "E"	- Intentionally Deleted
Schedule "F"	- Occupancy License – if utilized
Schedule "G"	- The 2014 Altus Report

11. Purchaser Acknowledgement

- (a) The Purchaser acknowledges that it has read and fully understands this Agreement and all Schedules hereto and agrees to be bound thereby.

- (b) The Purchaser acknowledges that the legal description of the Building is subject to adjustment based upon the final construction of the building to be constructed both above and beside the Building and the Parking Garage below the Building. The Vendor shall be responsible for all costs relating to any such required amendments.
- (c) The Purchaser further acknowledges that the Purchase Price does not include any parking spaces or furnishings unless otherwise provided for in this Agreement or the Plans and Specifications.

12. Shared Facilities Agreement

The Purchaser acknowledges that it will be required to enter into one or more shared facilities agreements (collectively the “**Shared Facilities Agreements**”), which will define how the Condominium and the Building and/or the Condominium, the Building and the Toronto Parking Authority share some facilities and services the costs related thereto. It is understood that the intent is to minimize the operation costs to be paid by the Purchaser. For example, the Purchaser will not be using the condominium parking garage and will not have access to the Condominium’s amenities and facilities (other than certain specified shared services). In addition, the Purchaser and the Vendor agree that the Shared Facilities Agreements shall contain restrictions providing that no alterations or changes to the exterior facade of either the Building or the Condominium shall be permitted without the other party’s consent (except in circumstances where repairs or necessary replacements are required), provided that notwithstanding the foregoing, at any time following the date that is six (6) months after the date of registration of the Shared Facilities Agreement, the Purchaser shall be permitted, at its option, and at its sole cost and expense, and without requiring the consent of the Vendor or the Condominium corporation, to retain a Toro Glazing approved contractor to replace the spandrels on the Property with black coloured spandrels so that they better match the exterior glass of the Building and to add exterior french doors and any related juliet balcony to the centre north facade of the Building, on the second floor, in each case, so long as all existing warranties are maintained following the completion of such work. Following the execution of this Agreement, the Purchaser and the Vendor shall negotiate, in good faith, the Shared Facilities Agreements, in keeping with the guiding principles set forth above. The Purchaser and the Vendor shall endeavour to settle the Shared Facilities Agreements by no later than May 30th, 2014 (the “**Shared Facilities Agreements Deadline**”), failing which, at the option of either the Vendor or Purchaser, this Agreement shall be null and void and of no further force and effect. The Vendor and the Purchaser acknowledge and agree that the final form of Shared Facilities Agreement shall be satisfactory to the City (Director Real Estate Services), acting reasonably.

13. Geothermal Supply Agreement

The Purchaser acknowledges that on Closing it shall enter into a geothermal supply agreement (the “**Geothermal Supply Agreement**”) with the Vendor or an entity affiliated with the Vendor. Following the execution of this Agreement, the Purchaser and the Vendor shall negotiate, in good faith, the Geothermal Supply Agreement, which agreement will incorporate the principles set forth in Section 4 of Schedule “B” to this Agreement. The Purchaser and the Vendor shall endeavour to settle the Geothermal Supply Agreement by no later than June 15th, 2014 (the “**Geothermal Supply Agreement Deadline**”), failing which, at the option of either the Vendor or Purchaser, this Agreement shall be null and void and of no further force and effect.

14. As Built Building

The Purchaser acknowledges that it is satisfied with the size and as-built location and exterior dimensions of the Building constructed to date.

15. City as Municipality

- (a) It is acknowledged and agreed by each of the Purchaser, the Vendor and the City that notwithstanding anything else to the contrary contained herein, any reference to "party" or "parties" in this Agreement does not include the City. The City is not assuming any obligations under the Agreement and it is agreed that this Agreement does not amend or alter the Section 37 Agreement. The Vendor covenants and agrees in favour of the City that in the event that this Agreement is terminated prior to the completion of the transactions contemplated therein, the Vendor shall enter into a new agreement of purchase and sale with respect to the Property in favour of the City, or such other party as the City may direct in accordance with the Section 37 Agreement. The Vendor further covenants and agrees that it shall provide reasonable prior written notice to the City prior to any termination of this Agreement by the Vendor.
- (b) Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City of all of its rights as a municipality, or imposes any obligations on the City, in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including planning rights and responsibilities. Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the City's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Agreement.
- (c) No communication or dealing between either the Vendor or the Purchaser and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the City will be deemed to be a communication or dealing under the provisions of this Agreement between that party and the City as parties to this Agreement, or to affect the City with notice of any such communication or dealings. It is intended and agreed that the City acts solely in a private capacity under this Agreement and any communication or dealing between the City and the other parties to this Agreement will only be effective if delivered in accordance with the notice provisions set out in this Agreement. No communication or dealing between the City as a party to this Agreement and any of the other parties to this Agreement will relieve that party from its responsibility of discharging its lawful obligations to the City imposed by statute, regulation, by-law or in any other lawful manner separate and apart from the obligations of that party imposed by this Agreement.

IN WITNESS WHEREOF the Purchaser has executed this Agreement this ____ day of March, 2014.

SIGNED, SEALED AND DELIVERED
In the presence of:

Authorized by Toronto and East York Community Council,
Item No. TE 15.3
as adopted by City of Toronto
Council on MAY 8, 2012

.....
City Clerk

) TORONTO MEDIA ARTS CLUSTER

)
)
)
Per: _____
Name: ASO
)
Per: _____
Name: ASO
)
We have the authority to bind the Corporation

IN WITNESS WHEREOF the Vendor has executed this Agreement this ____ day of March, 2014.

SIGNED, SEALED AND DELIVERED
In the presence of:

Authorized by Toronto and East York Community Council,
Item No. TE 28.90 17th & 18th SKC
as adopted by City of Toronto
Council on December 16, 2013

.....
Marilyn M. Toft City Clerk

) EDGE ON TRIANGLE PARK INC.

)
)
Per: _____
Name: Alan Saskin
President
)
I have the authority to bind the Corporation

IN WITNESS WHEREOF the City has executed this Agreement this ____ day of March, 2014.

SIGNED, SEALED AND DELIVERED
In the presence of:

Authorized by Notice of Motion mm 24.35
moved by CLLR BAILAO
and seconded by CLLR NUNZIATA
as adopted in Council on the 10th, 11th & 12th
day of JUNE, 2012

.....
Marilyn M. Toft City Clerk

) CITY OF TORONTO

)
)
Per: _____
Name: M. ST. AMANT
DIRECTOR
ACCOUNTING SERVICE
)
Per: _____
Name: Marilyn M. Toft
for Ulli S. Walkiss
City Clerk
)
We have the authority to bind the Corporation

Authorized by Notice of Motion mm 28.28
moved by CLLR BAILAO
and seconded by CLLR COLLE
as adopted in Council on the 27th, 28th & 29th
day of November, 2012

.....
Marilyn M. Toft City Clerk

APPROVED AS TO FORM

.....
For ANNA KINASTOWSKI
City Solicitor

JASON AURINI
5000-805-9515.11

IN WITNESS WHEREOF the Purchaser has executed this Agreement this 31 day of March, 2014.

SIGNED, SEALED AND DELIVERED
In the presence of:

) **TORONTO MEDIA ARTS CLUSTER**

) Per: 

) Name: LAURA BERAZADI

) ASO

) Per: _____

) Name: _____

) ASO

) We have the authority to bind the Corporation

IN WITNESS WHEREOF the Vendor has executed this Agreement this ____ day of March, 2014.

SIGNED, SEALED AND DELIVERED
In the presence of:

) **EDGE ON TRIANGLE PARK INC.**

) Per: _____

) Name: Alan Saskin

) President

) I have the authority to bind the Corporation

IN WITNESS WHEREOF the City has executed this Agreement this ____ day of March, 2014.

SIGNED, SEALED AND DELIVERED
In the presence of:

) **CITY OF TORONTO**

) Per: _____

) Name: _____

)

)

)

) Per: Name: _____

)

) We have the authority to bind the Corporation

SCHEDULE "A"

INTENTIONALLY DELETED

SCHEDULE "B"

1. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning as follows:
 - (a) "**Agreement**" means this Agreement including all Schedules attached hereto and made a part hereof.
 - (b) "**Condominium**" means the proposed condominium to be constructed by the Vendor on the Vendor's Remainder Lands, above, below and, in certain locations, adjoining the Property, and currently intended to contain 665 residential units.
 - (c) "**Government Authority**" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Lands, the transaction contemplated in this Agreement and/or one or more of the parties hereto and shall include a board or association of insurance underwriters;
 - (d) "**Inspector**" means the inspector referred to in paragraph 39 hereof.
 - (e) "**Project**" means the Condominium, the Toronto Parking Authority garage and the Property collectively.
 - (f) "**Property**" means the Building as defined in the Agreement to which this Schedule "B" is attached.
 - (g) "**Vendor's Lands**" means PINs 21298-0004 (LT), 21298-0197 (LT), 21298-0198 (LT) and 21298-0424 (LT).
 - (h) "**Vendor's Remainder Lands**" means the portion of PINs 21298-0004 (LT), 21298-0197 (LT), 21298-0198 (LT) and 21298-0424 (LT) that is not the Property excluding lands conveyed to the City of Toronto for a park and road widening, but includes the Parking Garage to be conveyed to the Toronto Parking Authority.

Finishes

2. The Purchaser acknowledges that only the items set out in the Specifications are included in the Purchase Price. In the event colours and/or finishes are unavailable, the Purchaser agrees to re-attend at such time or times as requested by the Vendor or its agents, to choose from substitute colours and/or finishes. If the Purchaser fails to choose colours or finishes within the time periods requested, the Vendor may irrevocably choose the colours and finishes for the Purchaser and the Purchaser agrees to accept the Vendor's selections.

Adjustments

3. (a) On the Closing Date, the Purchaser shall be responsible and be obligated to pay the following costs and/or charges in respect to the Property. The Purchase Price

shall be adjusted to reflect the following items, which shall be apportioned and allowed to the Closing Date, with that day itself apportioned to the Purchaser:

- (i) realty taxes apportioned from the Closing Date which may be estimated as if the Property has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed, notwithstanding the same may not have been levied or paid on the Closing Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes on the Closing Date, provided all amounts so collected shall either be remitted to the relevant taxing authority on account of the Property and the balance refunded to the Purchaser by the Vendor upon receipt of final tax bills for the Property. The Vendor shall be responsible for the payment of any and all realty taxes (including additional realty taxes that are the subject of supplementary notices in respect of the period prior to the Closing Date) for the period prior to the Closing Date.
- (b) If there are chattels involved in this transaction and not otherwise forming part of the Property and not contemplated by the Plans and Specifications, the allocation of the value of such chattels shall be estimated where necessary by the Vendor and the Purchaser shall, in addition to the Purchase Price, pay to the Vendor on the Closing Date the value so allocated to the chattels, and HST thereon may be collected and remitted by the Vendor.
- (c) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to the Purchase Price and/or any of the adjustments payable by the Purchaser pursuant to this Agreement if HST is applicable, or any extras or upgrades purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement or described in the Plans and Specifications, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*.

Provided that the Purchaser may self-assess provided it delivers to the Vendor, on Closing, the following:

1. evidence that it is a HST registrant and its HST number.
2. an undertaking to self-assess.
3. an indemnity addressed to the Vendor with respect to any HST which may be due.

Provided it is understood and agreed that if the Purchaser can obtain or arrange an exemption from credit and/or rebate of any of the items referred to in this paragraph 3 and same is credited to the Vendor, the Vendor shall not charge the Purchaser for the amount of the exemption or rebate received by the Vendor with respect to the Property and included in this paragraph 3.

In connection with the Purchaser's HST liability as set out in this paragraph 3, the Vendor will assist the Purchaser by advancing to the Purchaser on the Closing Date an interest free loan (herein referred to as the "HST Loan") in the amount that is required to be remitted to the Canada Revenue Agency on account of the HST exigible on the Purchase Price. In full satisfaction of the repayment of the HST Loan, the Purchaser shall transfer to the Vendor the amount that it receives, if any, on account of any rebate for the HST paid on the Purchase Price for which the Purchaser qualifies, it being acknowledged and agreed that if the Purchaser does not receive payment of any such rebate amount, then the HST Loan will be forgiven and the Purchaser will be completely released and discharged from any obligation to repay the HST Loan. In regard to any such rebate, the Purchaser will forthwith following the execution of this Agreement, take the steps necessary to apply for such rebate as is allowed under the *Excise Tax Act* (Canada) given the use of the Property and the Purchaser's status as either a Non-Profit or charitable organization within the meaning of CRA's rules for HST.

HVAC Equipment and Geothermal

4. The Vendor acknowledges and agrees that the cost of the HVAC equipment within the Property shall be included in the Purchase Price.

The Vendor has installed a geothermal heating/cooling system for the entire Project, including the Condominium and the Property. For clarity, the Vendor will pay for (and through a related entity own) the main plant of the geothermal system for the entire Project (including the Property) and there will be no cost allocations to the Purchaser or to the budget for the construction of the Property with respect to the cost of the acquisition and installation of the geothermal system. On or before the Closing Date, the Purchaser shall enter into the Geothermal Supply Agreement with a related entity of the Vendor for the supply of geothermal heating and cooling and pay monthly for the cost of the electricity consumed (as measured by meters or check-meters, installed at the Vendor's cost) in the operation of the geothermal heat pump(s) used to heat and cool the Building and charges for the supply of heating and cooling on the same basis as the Condominium.

The Property may contain one or more service type units intended to be utilized by the geothermal system, such as heat pumps, and which units and equipment may be located within the Property but are to be owned by the Purchaser. For clarity, the capital costs of the acquisition and installation of such geothermal heat pump units and equipment shall be paid by the Vendor as part of the cost to construct the Building. The costs, if any, that are associated with the ongoing ownership of the service type units shall be addressed in the Shared Facilities Agreements.

It is acknowledged and agreed that the Property and the Condominium will share certain facilities and services as more particularly described in the Shared Facilities Agreements. For example, it is intended that there will be one mechanical system for the entire Project providing heating and cooling. This is less costly than providing two separate systems. A fair method of cost allocation will be used to allocate shared operating costs and will be subject to approval by the Purchaser and the Vendor, each acting reasonably, and failing agreement, by MMM Group.

Title Search

5. The Purchaser shall have a period of two (2) months from the date hereof (the "Examination Period") to examine title to the Property at the Purchaser's own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates, nor any other proof or evidence of the title or occupyability of the Building, except such copies thereof as are in the Vendor's possession. If within the Examination Period, any valid objection to title or to any outstanding work order is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, any requisitions made thereafter with respect to new encumbrances and any matters going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

The Vendor's solicitors shall provide a title memorandum to the Purchaser's solicitor and to the City reflecting the title of the Property as of the end of the month in which the Purchase Agreement was executed and delivered by all parties, such title memorandum to be delivered no later than 30 days after the end of the month in which the Purchase Agreement was executed and delivered by all parties.

On Closing, the Vendor shall deliver an undertaking to the Purchaser pursuant to which the Vendor agrees to cause any open building permits affecting the Property to be closed within a reasonable period of time following Closing, all at the Vendor's expense, save for those relating to work done or being done by the Purchaser.

Restriction on Transfer

6. The Purchaser shall only be entitled to obtain a Transfer/Deed of the Property on the Closing Date engrossed in the name of the Purchaser as shown on the face of this Agreement.

Title

7. (a) The Purchaser agrees to accept title to the Property on the Closing Date subject to the following:
 - (i) the Shared Facility Agreements;
 - (ii) registered restrictions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), provided same do not restrict the use of the Property for the Purchaser's intended purposes and provided same have been complied with.
 - (iii) easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers,

- water, cable television and/or any other service(s) to or for the benefit of the Property (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the adjoining property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, (provided same do not cause the Purchaser to incur any costs or restrict the use of the Property for the Purchaser's intended use), together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, stairwells, fire exits, building systems and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners, provided that any such easement and cost-sharing agreements or reciprocal agreements are (insofar as the obligations thereunder pertaining to the Property, or any portion thereof, are concerned) complied with as at the Closing Date;
- (iv) registered municipal agreements and registered agreements with publicly regulated utilities and/or neighbouring owners including without limitation, any core servicing, development, site plan, subdivision, engineering and/or other municipal agreement (or similar agreements entered into with any governmental authorities), (provided same do not cause the Purchaser to incur any costs or restrict the use of the Property for the Purchaser's intended use), (with all of such agreements being hereinafter collectively referred to as the "Development Agreements"), provided that same are complied with as at the Closing Date, or security has been posted in such amounts and on such terms as may be required by the governmental authorities or by the parties to such Development Agreements, to ensure compliance therewith and/or the completion of any outstanding obligations thereunder;
- (v) the Specific Permitted Encumbrances listed in Schedule "D", provided the same have been complied with; and
- (vi) the Geothermal Supply Agreement.
- (b) It is understood and agreed that without limiting the Purchaser's rights under paragraph 4 of this Schcdule "B", the Vendor shall not be obliged to obtain or register on title to the Property a release of (or an amendment to) any of the aforementioned easements, Development Agreements, reciprocal agreements or restrictive covenants, nor shall the Vndor be obliged to have any of same deleted from the title to the Property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy itself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants registered on title inssofar as they relate to the Property, provided there is compliance with subparagraph (a) herein. The Purchaser further acknowledges and agrees that the retention by the Municipality, or by any of the other governmental authorities, or pursuant to any of the Development Agreements of security (e.g. in the form of cash, letters of

credit, a performance bond, etc.) intended to guarantee the fulfillment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements and any refunds or releases of same shall remain the property of the Vendor. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Property are (or may be) owned by the local cable television supplier.

- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 7(a)(ii), (iii), (iv) and (v) herof and to execute all documents and do all things requisite for this purpose, either before or after the Closing Date, provided same do not cause the Purchaser to incur any financial cost, save for those under the Shared Facilities Agreement and/or for shared services, obligations for support and repair and similar items and the Geothermal Supply Agreement.
 - (d) The Vendor shall be entitled to insert in the Transfer/Deed of Land, specific covenants by the Purchaser pertaining to any or all of the permitted restrictions, easements, covenants and agreements referred to herein and in such case the Purchaser may be required to deliver separate written covenants on Closing. If so requested by the Vendor, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Property.
8. The Purchaser acknowledges that the Property may be encumbered by mortgages (and collateral security thereto) in favour of a corporation incorporated pursuant to the Trust and *Loan Companies Act* (Canada), a Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company which are not intended to be assumed by the Purchaser and that the Vendor shall not be obliged to obtain and register (partial) discharges of such mortgages insofar as they affect the Property on the Closing Date. The Purchaser agrees to accept the Vendor's solicitors' undertaking to obtain and register (partial) discharges of such mortgages in respect of the Property, as soon as reasonably possible after the Closing Date, subject to the Vendor or its solicitors providing to the Purchaser or the Purchaser's Solicitor the following on the Closing Date:
- (a) a mortgage statement or letter from the mortgagee(s) confirming the amount, if any, required to be paid to the mortgagee(s) to obtain (partial) discharges of the mortgages with respect to the Property;
 - (b) evidence that the Vendor has delivered such amounts to the mortgagee(s) (or to whomever the mortgagees may direct) on the Closing Date to obtain a (partial) discharge of the mortgage(s) with respect to the Property; and

- (c) an undertaking from the Vendor's Solicitor to deliver such amounts to the mortgagees and to register the (partial) discharge of the mortgages with respect to the Property upon receipt thereof and within a reasonable time following the Closing Date, but in any event no later than sixty (60) days after the Closing Date, and to advise the Purchaser or the Purchaser's Solicitor concerning registration particulars.

The Planning Act

9. This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Closing Date which shall be pursued by the Vendor at its expense in good faith and with its reasonable commercial efforts.

Closing

10. The Purchaser acknowledges and agrees that the Closing Date set out in paragraph 6 of the Agreement to which this Schedule "B" forms part of is a tentative Closing Date. The Vendor agrees that it shall provide written notice (the "Notice") to the Purchaser of the confirmed Closing Date being a date selected by the Vendor in accordance with paragraph 6 of the Agreement to which this Schedule "B" forms part, at least forty-five (45) days before the date identified in the Notice.

Purchaser's Covenants, Representations and Warranties

11. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Property. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard within five (5) days of the request for same and, failing such consent and/or execution after five (5) days prior written notice, the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragraph. The Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction.
12. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property and further agrees not to give, register, or permit to be registered any encumbrance against the Property. Should the Purchaser be in default of his obligations hereunder, the Vendor may, as agent and attorney of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of paragraph 18 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, or any other document or instrument whatsoever from title to the Building and the Purchaser agrees to pay all of

the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitor's fees on a solicitor and client basis).

13. The Purchaser covenants and agrees that it shall not directly or indirectly object to or oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), or any other applications ancillary thereto relating to the development of the Property, or any neighbouring or adjacent lands, provided same does not cause the Purchaser to incur any costs or restrict the use of the Property. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.

Termination Without Default

14. In the event this Agreement is terminated through the fault of the Purchaser, the Vendor shall not be obligated to return any monies paid by the Purchaser or for optional upgrades, changes or extras ordered by the Purchaser. In no event shall the Vendor or its agents be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any monies paid to the Vendor for optional upgrades, changes, extras, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor as a complete defence to any such claim.

Delays

15. If the Property is substantially completed for occupancy by the Closing Date or any acceleration/extension thereof in accordance with this Agreement, this transaction shall be completed on such date notwithstanding that the Vendor has not fully completed the Property and the Vendor shall complete such outstanding work required by this Agreement within a reasonable time after the Closing Date, having regard to weather conditions and the availability of labour and materials.

Right of Entry

16. Notwithstanding the Purchaser occupying the Property being completed on the Closing Date, the Vendor or any person authorized by it shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Property in order to make inspections or to do any work or repair therein or thereon, in each case, which may be deemed necessary by the Vendor in connection with its obligations to the Municipality or any utility provider in connection with the Property or pursuant to the Warranty section following. Any damage caused to the Property as a result of such right of entry shall be the sole responsibility of the Vendor and the Vendor shall indemnify and save harmless the Purchaser in respect thereof. A right of entry in favour of the Vendor for a period not exceeding five (5) years similar to the foregoing may be included in the Transfer/Deed provided on the Closing Date and acknowledged by the Purchaser at the Vendor's sole discretion.

Occupancy

17. The Property shall be deemed to be substantially completed when the interior work has been finished to the minimum standards allowed by the Municipality so that all of the Property may be lawfully occupied notwithstanding that there remains other work within the Property to be completed. The Purchaser shall not occupy the Property until the Municipality has permitted same or consented thereto, if such consent is required. The Purchaser shall not require the Vendor to provide or produce an occupancy permit, certificate or authorization from the Municipality, and the Purchaser shall satisfy itself in this regard. The Purchaser acknowledges that the failure to complete the Property before the Closing Date shall not be deemed to be failure to complete the Property and the Purchaser agrees to complete this transaction notwithstanding any claim submitted to the Vendor in respect of apparent deficiencies or incomplete work provided, always, that such incomplete work does not prevent occupancy of the Property as, otherwise, permitted by the Municipality.

Default

18. In the event that either party hereto (a "Defaulting Party") is in default with respect to any of its obligations contained in this Agreement and fails to remedy such default forthwith, if such default is a monetary default and/or pertains to the execution and delivery of documentation required to be given to the non-defaulting party (the "Non-Defaulting Party") on the Closing Date, or within five (5) days of the Defaulting Party being so notified in writing with respect to any other default, then the Non-Defaulting Party, in addition to (and without prejudice to) any other rights or remedies available to the Non-Defaulting Party (at law or in equity) may, at its sole option, unilaterally declare this Agreement to be terminated and of no further force or effect, whereupon, in the case where the Purchaser is the Defaulting Party, all monies paid for any extras or changes to the Property, shall be retained by the Vendor as its liquidated damages, and not as a penalty, in addition to (and without prejudice to) any other rights or remedies available to the Vendor at law or in equity and the Purchaser shall execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser does not have (and the Purchaser hereby covenants and agrees that it does not have) any legal, equitable or proprietary interest whatsoever in the Building and/or the Property (or any portion thereof) prior to the completion of this transaction and the satisfaction of the Purchase Price as hereinbefore provided, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his or her lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of *The Powers of Attorney Act*, R.S.O. 1990, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser.

Applicable Laws

19. The Purchaser acknowledges that the Building and all other improvements forming part of the Property and to be provided hereunder will be constructed to Ontario Building Code requirements at the time of issuance of the building permit and this Agreement and the Plans and Specifications. The Purchaser covenants and agrees the Purchaser shall

have no claims against the Vendor for any equal, higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or its successors in title against the Vendor. The Vendor may, from time to time and subject to the approval of the Purchaser's architect, not to be unreasonably withheld, change, vary or modify at the instance of any governmental authority or because of site conditions the building specifications or site plans of any part of the Building, to conform with any municipal or site condition requirements related to building codes, official plan or official plan, zoning by-laws, municipal or site plan approval or site conditions. Such changes may be to the Plans and Specifications and/or Working Drawings, only if required due to the matters referred to in the preceding Section.

Risk

20. The Property shall be and remain at the risk of the Vendor until the Closing Date. If any part of the Property (including the Building) or the adjoining Condominium is damaged before the Closing Date, the cost of repairing same exceeding \$500,000, the Vendor may in its sole discretion either terminate this Agreement or make such repairs as are necessary to complete this transaction, it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

Consultants

21. The Purchase Price includes the consultant costs for the Purchaser that have already been identified by Altus Helyar in the 2014 Altus Report. The Vendor has a complete team of architects and engineers who will prepare working drawings for the entire Project and will be the architect and engineer of records. The Vendor will absorb their costs as part of the Project and not include this cost in the Purchaser's budget.

It is understood that the Vendor is providing the Property but shall not be responsible for or involved in the day-to-day operations of the Purchaser or the annual operating costs. Therefore, the Vendor's commitment with respect to pre-approved consultant's costs is only with respect to the design and construction of the Property.

22. The Vendor shall not be required to pay for professional consultants and advisors retained to provide advice to the Purchaser with respect to the Purchaser's corporate governance or structure, or operations.

General

23. The Vendor shall provide a statutory declaration on the Closing Date that it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
24. The Vendor and Purchaser agree to pay the costs of registration of their own documents and any tax in connection therewith.
25. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.

26. This Agreement and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agreement permits, the Vendor's respective permitted assigns, trustees, successors and assigns and the Purchaser.
27. The Purchaser accepts the exterior dimensions of the Building as constructed as of this date.
28. (a) The parties waive personal tender and agree that tender, in the absence of any other mutually acceptable arrangement and subject to the provisions of paragraph 29 of this Agreement shall be validly made by the Vendor upon the Purchaser, by a representative of the Vendor attending at the offices of Harris, Sheaffer, LLP at 12:00 noon on the Closing Date and remaining there until 4:30 p.m. and the Vendor is ready, willing and able to complete the transaction. In the event the Purchaser or his Solicitor fails to appear or appears and fails to close, such attendance by the Vendor's representative shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank and/or wire transfer from same; and
(b) It is further provided that, notwithstanding subparagraph 28(a) hereof, in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Closing Date that the Purchaser is unable or unwilling to complete the purchase, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.
29. As the electronic registration system (hereinafter referred to as the "**Teraview Electronic Registration System**" or "**TERS**") is operative in the applicable Land Titles Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail:
 - (a) The Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction and to be executed by the Purchaser's solicitor and returned to the Vendor's solicitors at least ten (10) days prior to the Closing Date.
 - (b) The delivery and exchange of documents, monies and keys to the Building and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registrable documentation); and

- (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
- (c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled Closing Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, and shall pay a fee as determined by the Vendor's solicitor, acting reasonably for the use of the Vendor's computer facilities.
- (d) The Purchaser expressly acknowledges and agrees that it will not be entitled to receive the Transfer/Deed to the Property for registration until the balance of funds due on Closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
- (e) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Property may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original or by electronic transmission of electronically signed documents through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document) to the recipient party by overnight courier sent the day of Closing or within 7 business days of Closing, if same has been so requested by the recipient party.
- (f) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
 - (i) delivered all closing documents, keys and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor

without the cooperation or participation of the Purchaser's solicitor, and specifically when the "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor's solicitor;

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

30. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
31. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
32. Each of the provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein.

Notice

33. Any notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post or facsimile transmission to the attention of the Purchaser or to the Purchaser's Solicitor to their respective addresses indicated herein, to the attention of the City to its address indicated herein and to the Vendor at 120 Lynn Williams Street, Suite 2A, Toronto, Ontario, M6K 3N6, or to the Vendor's Solicitor at the address indicated in this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand or one day following facsimile transmission and upon the third day following posting, excluding Saturdays, Sundays and holidays.

Material Change

34. The Purchaser acknowledges and agrees that the Vendor may, from time to time due to site conditions or constraints, or in order to comply with the Ontario Building Code, the By-Laws of the Municipality, the Zoning By-Law for the Property, any inspector or official employee of the Municipality, including the Fire Department or any request or requirement of any of the governmental authorities (or the Vendor's architect solely because of site conditions) and/or utility provider, and subject to the approval of the Purchaser's architect, not to be unreasonably withheld:
 - (i) change, vary or modify the Working Drawings pertaining to the Property, or any portion thereof (including architectural, structural, engineering, landscaping, grading, mechanical, site servicing and/or other plans and specifications) from the Plans and Specifications;

and that the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor (whether based or founded in contract, tort or in equity) for any such changes, deletions, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence thereof, nor any notice thereof (unless any such change, deletion, alteration or modification to the said Plans and Specifications is material in nature and affects the character, use or value of the Property, in which case the Vendor shall be obliged to notify the Purchaser in writing of such change, deletion, alteration or modification as soon as reasonably possible after the Vendor proposes to implement same, or otherwise becomes aware of same), and where any such change, deletion, alteration or modification to the said Working Drawings and/or Plans and Specifications is material in nature, the parties hereto agree to attempt to settle the matter expeditiously and in good faith, each acting reasonably.

If changes are required to the Plans and Specifications by reason of the provisions of codes, agreements or requirements of or administered by the Municipality or any utility or any other authority, including because of changed interpretations of such codes, agreements or requirements and because of actual changes in such codes, agreements or requirements after the date they are obtained, then all necessary changes shall be made in the Plans and Specifications by the Vendor and the construction of the Property shall be performed in accordance with the amended Plans and Specifications, which amended Plans and Specifications shall be subject to the approval of the Purchaser's architect, not to be unreasonably withheld, but there shall be no increase in the Purchase Price with respect to any such changes. This obligation shall end at the earlier of substantial completion of the Property or completion of construction of any portion of the Property not requiring by law an update to such changes in codes, et al.

Cause of Action/Assignment

35. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which it might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.
- (b) At any time prior to the Closing Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to those parties providing financing to the Vendor.

Non-Merger

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

Notice/Warning Provisions

37. (a) The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval of the adjoining property certain requirements may be imposed upon the Purchaser by various governmental authorities. These requirements (the "Requirements") usually relate to warning provisions to be given to purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Property to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser may be required on the Closing Date to execute any and all documents required acknowledging, inter alia, that the Purchaser is aware of the Requirements without in any way affecting this transaction.
- (b) The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, representatives and/or contractors), shall be permitted to enter the Property after the Closing Date, from time to time, on reasonable prior notice in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible. The Purchaser may refuse entry, unless same is a requirement of any governmental authority, and the Vendor will thereafter be released from any obligation to correct any deficiency for which entry was requested and refused.
- (c) The Purchaser is hereby advised that:
- (i) Noise levels caused by the cooling tower and/or emergency generator, bank of elevators, garbage chutes, mechanical equipment, move-in bays and ancillary moving facilities and areas, servicing the Property and/or the Condominium and by the Condominium's indoor recreation facilities, if any, may occasionally cause noise and inconvenience to the residential occupants;
 - (ii) as and when any units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the occupants of the Property; and
 - (iii) if and when the Condominium being constructed above the Building is under construction, excessive levels of noise, vibration, dust and/or debris

are possible, and same may accordingly temporarily cause noise and inconvenience to the occupants of the Property.

- (d) The Purchaser is advised that, despite the inclusion of noise control features in the development and within the Property, sound levels due to increasing vehicular traffic on Sudbury Street, Abell Street and TTC facilities may occasionally interfere with some activities of the occupants as the outdoor sound levels exceed the noise criteria of the Municipality and the Ministry of the Environment.
- (e) The Building has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the criteria of the Municipality and the Ministry of Environment.
- (f) The Purchaser is advised that due to the proximity of any adjacent industry, sound levels from such industries may at times be audible.
- (g) Proximity to the Type G loading facilities and noise from garbage loading and moving activities may occasionally interfere with some activities of the Property occupants.
- (h) "WARNING: Canadian National Railway Company ("CN") and/or GO Transit or its or their assigns or successors in interest have or may have rights-of-way within 300 meters from the land the subject hereof. There may be alterations to or expansions of the rail facilities on such rights-of-way in the future, including the possibility that CN and/or GO Transit or its or their assigns or successors as aforesaid or VIA Rail Canada Inc., may expand its or their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling unit(s). CN, GO Transit and VIA Rail Canada Inc., will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid right-of-way".
- (i) It is further acknowledged that one or more of the Development Agreements may require the Vendor to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, landscaping features and/or fencing, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways and/or nearby railway lines. The Purchaser agrees to be bound by the contents of any such notice(s), whether given to the Purchaser at the time that this Agreement has been entered into, or at any time thereafter up to the Closing Date, and the Purchaser further covenants and agrees to execute, forthwith upon the Vendor's request, an express acknowledgment confirming the Purchaser's receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Vendor.

- (j) Exhaust vents, which will vent air from the underground parking garage (including the transformer), may be located in the vicinity of the Property.

Warranties

38. (a) The Vendor agrees to assign jointly to the Purchaser and the City on Closing, and at no cost to the Purchaser or the City, all warranties in favour of the Vendor in respect of the Property.
- (b) In addition, the Vendor shall warrant the Building is constructed on the Property as follows:

With respect to the design and construction of the Property, the Vendor covenants that following Closing, it shall correct promptly as provided for under the Ontario New Home Warranty Plan Act ("ONHWPA"), for the periods set out in a Tarion Warranty, the items and in accordance with the construction performance guidelines as provided in a Tarion Warranty and as set out in the ONHWPA, at its sole expense:

- (a) any defect or deficiency in the Property arising from construction of the Building (excluding any error or deficiency in the design for the Property contained in the TMAC Interior Design and Finishing Specifications); and
- (b) any defect or deficiency in the Property due to faulty products or workmanship or otherwise not in accordance with the requirements of the Plans and Specifications.

Inspector – During Construction

39. (a) The Vendor shall, at its expense, retain Exp. (formerly known as Trow Engineering), or other entity approved by the City (the "Inspector") to monitor the progress of construction of the Property on behalf of the Purchaser. The Inspector shall ensure that all conditions of the municipal approval for the Property and applicable building standards have been met and that all space, fixtures and finishes are in a good state of repair and are in compliance with the Plans and Specifications and whose decision shall be final and binding on both the Vendor and the Purchaser.

The Vendor shall require and cause the Inspector to provide to the Purchaser, the Vendor and the City monthly reports and a final report with respect to the construction of the Building and a punch list of deficiencies. The intent is for the Municipality and the Purchaser to ensure that they are receiving the space they contracted for. The Vendor must hire a third party to provide a similar inspection for the Condominium being constructed. It is desirable if one company, acceptable to the Municipality, the Purchaser and the Vendor, can do the work for all parties.

The Vendor shall instruct the Inspector to copy all correspondence with respect to the Property to the Purchaser and the City and shall require the Inspector to be available to respond to the Purchaser's and the City's inquiries with respect to such reports and/or the Inspector's inspections.

Inspection – Prior to Closing

40. (a) The Purchaser or the Purchaser's designate, which may include the Inspector (as hereinafter provided) agrees to meet the Vendor's representative at the date and time reasonably designated by the Vendor, prior to the Closing Date, to conduct a pre-delivery inspection of the Property (the "PDI") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Property on the PDI Form. All incomplete and deficient work properly noted on the PDI Form shall be completed by the Vendor, at its expense, prior to Closing or if it is not reasonably possible to complete such work before Closing, expeditiously following Closing.
- (b) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for the PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the same force and effect as if executed by the Purchaser directly.
- (c) It is acknowledged and agreed that notwithstanding the foregoing provisions of this Section 40, the City shall be entitled, at its option, to attend any PDI with the Purchaser.

Purchaser's and City's Address for Notice

41. **Purchaser**

c/o Toronto Media Arts Cluster
9 Ossington Avenue
Toronto Ontario M6J 2Y8
Attention: Laura Berazadi
Email: laura.berazadi@interaccess.org

Purchaser's Solicitor

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 400
Toronto, Ontario
M5H 2S7
Attention: Bram Green
Email: bgreen@goodmans.ca

City

c/o Real Estate Services
City of Toronto
55 St. John Street, 2nd Floor
Metro Hall
Toronto, Ontario
M5V 3C6
Attention: Director of Real Estate Services
Email:

42. Signage

Until such time as the Vendor has completed the final title transfer of 90% of the residential units in the Condominium, the Purchaser acknowledges and agrees that the size, location, attributes and operation standards of all signage proposed by the Purchaser for the facade of the Building shall require the prior written approval of the Vendor, such approval not to be unreasonably withheld or unduly delayed. The Vendor acknowledges that this covenant is personal to the Vendor and may not be assigned by it. The Purchaser also agrees to comply with all municipal requirements relating to such signage.

For greater certainty, the Purchaser shall be responsible for any costs of illuminating, maintaining, repairing and/or installing such sign.

SCHEDULE "C"
PLANS AND SPECIFICATIONS

EDGE - TMAC			
CONSULTANT	DATE & ISSUED	DRAWING NO.	DESCRIPTION
LGA ARCHITECTURAL PARTNERS ARCHITECTURAL	January 24, 2014 REV#4 ISSUED FOR CONSTRUCTION	A-000	TITLE SHEET & CONTEXT PLAN
		A-001	CODE COMPLIANCE
		A-002	WALL ASSEMBLIES SCHEDULE
		A-003	DOOR SCHEDULE
		A-004	INT, SCREEN & FINISH SCHEDULE
		A-101	GROUND FLOOR PLAN
		A-102	2ND FLOOR PLAN
		A-103	3RD FLOOR PLAN
		A-111	GROUND FLOOR RCP
		A-112	2ND FLOOR RCP
		A-113	3RD FLOOR RCP
		A-300	SECTION THRU CINEMA
		A-301	STAIR SECTIONS
		A-302	STAIR SECTIONS
		A-303	SECTIONS THRU GALLERIES & EVENT SPACE
		A-400	CINEMA DETAILS
		A-401	SECTION DETAILS
		A-402	SECTION & PLAN DETAILS
		A-403	PLAN & STAIR DETAILS
		A-500	INT. CINEMA ELEVATIONS & MILLWORK
		A-501	INTERIOR CORRIDOR ELEVATIONS
		A-502	INTERIOR W,C, ELEVATIONS
GABRIEL BODOR ARCHITECT ARCHITECTURAL	March 26, 2014 ISSUED FOR PSA	A304	GROUND FLOOR
		A309	SECOND FLOOR PLAN
		A314	THIRD FLOOR PLAN
		A400	SOUTH ELEVATION
		A401	EAST ELEVATION
		A402	NORTH ELEVATION
		A403	WEST ELEVATION

		A601	WEST PODIUM SCREEN SCHEDULES
		A602	WEST PODIUM SCREEN SCHEDULE
		A603	SOUTH PODIUM SCREEN SCHEDULE
		A604	EAST PODIUM SCREEN SCHEDULE
		A605	EAST PODIUM SCREEN SCHEDULE
		A606	NORTH PODIUM SCREEN SCHEDULE
		A607	PODIUM SCREEN SCHEDULE
<hr/>			
SIGMUND SOUDACK STRUCTURAL	March 26, 2014 ISSUED FOR PSA	S7	GROUND FLOOR & GARAGE ROOF FRAMING PLAN
		S8	2ND FLOOR FRAMING PLAN
		S9	3RD FLOOR FRAMING PLAN
<hr/>			
TACT ARCHITECTURE	May 22, 2013 REVISION TO REZONING/OPA FILE NO. 07 268 078 - REVISION TO SPA FILE NO. 08 213 132	A3.5	NORTH AND SOUTH ELEV.
		A3.6	EAST ELEVATION
		A3.7	WEST ELEVATION
<hr/>			
UNITED ENGINEERING ELECTRICAL	March 18, 2014 UPDATED PROGRESS SET	TE - 01	TMAC TITLE SHEET ELECTRICAL
		TE - 1.1	TMAC GROUND FLOOR ELECTRICAL
		TE - 2.1	TMAC 2ND FLOOR PLAN ELECTRICAL
		TE - 2.2	TMAC 2ND FLOOR PLAN ELECTRICAL
		TE - 2.3	TMAC 2ND FLOOR RCP ELECTRICAL
		TE - 2.4	TMAC 2ND FLOOR PLAN ELECTRICAL
		TE - 3.1	TMAC 3RD FLOOR PLAN ELECTRICAL
		TE - 3.2	TMAC 3RD FLOOR PLAN ELECTRICAL
		TE - 3.3	TMAC 3RD FLOOR RCP PLAN ELECTRICAL
		TE - 3.4	TMAC 3RD FLOOR RCP PLAN ELECTRICAL
		TE - 4.1	TMAC CINEMA SYMBOLS AND LEGENDS ELECTRICAL
		TE - 4.2	TMAC LEVEL 2 CINEMA ELECTRICAL
		TE - 4.3	TMAC LEVEL 3 CINEMA ELECTRICAL
		TE - 4.4	TMAC CINEMA HOUSE LIGHTING ELECTRICAL
		TE - 4.5	TMAC CINEMA DETAILS
		TE - 4.6	TMAC CINEMA DETAILS

		TE - 4.7	TMAC CINEMA DETAILS
		TE - 4.8	TMAC CINEMA DIMMER DETAILS
		TE - 4.9	TMAC CINEMA CONDUIT RISER ELECTRICAL
		TE - 5.1	TMAC SINGLE LINE DIAGRAM
		TE - 6.1	TMAC SCHEDULES
<hr/>			
UNITED ENGINEERING MECHANICAL	March 7, 2014 CONSOLIDATED SET	M-1	SITE PLAN MECHANICAL
		M-2	PARKING LEVEL - P4 MECHANICAL
		M-5	PARKING LEVEL - P1 MECHANICAL
		M-6	GROUND FLOOR PLAN PLUMBING
		M-6A	GROUND FLOOR PLAN PLUMBING
		M-6B	GROUND FLOOR PLAN PLUMBING
		M-6C	GROUND FLOOR PLAN PLUMBING
		M-6D	GROUND FLOOR PLAN PLUMBING
		M-7AH	2ND FLOOR PLAN HVAC
		M-7AP	2ND FLOOR PLAN PLUMBING
		M-7BH	2ND FLOOR PLAN HVAC
		M-7BP	2ND FLOOR PLAN PLUMBING
		M-7CH	2ND FLOOR PLAN HVAC
		M-7CP	2ND FLOOR PLAN PLUMBING
		M-7DH	2ND FLOOR PLAN HVAC
		M-7DP	2ND FLOOR PLAN PLUMBING
		M-7H	2ND FLOOR PLAN HVAC
		M-7P	2ND FLOOR PLAN PLUMBING
		M-8AH	3RD FLOOR PLAN HVAC
		M-8AP	3RD FLOOR PLAN PLUMBING
		M-8BH	3RD FLOOR PLAN HVAC
		M-8BP	3RD FLOOR PLAN PLUMBING
		M-8CH	3RD FLOOR PLAN HVAC
		M-8CP	3RD FLOOR PLAN PLUMBING
		M-8DH	3RD FLOOR PLAN HVAC
		M-8DP	3RD FLOOR PLAN PLUMBING
		M-8H	3RD FLOOR PLAN HVAC
		M-8P	3RD FLOOR PLAN PLUMBING
		M-23	BLDG B MECHANICAL ROOM FLOOR PLAN
		M-25	HEAT PUMP RISERS MECHANICAL
		M-25A	WEST TOWER MECHANICAL SCHEMATIC
		M-25AA	EAST TOWER MECHANICAL SCHEMATIC
		M-26	PLUMBING RISERS MECHANICAL

		M-27	RISERS MECHANICAL
		M-28	SCHEDULES
		M-29	DETAILS MECHANICAL
		M-30	DETAILS MECHANICAL
		M-31	DETAILS MECHANICAL

SCHEDULE "D"
EDGE ON TRIANGLE PARK INC.

SPECIFIC PERMITTED ENCUMBRANCES

1. Instrument No. E4939AZ registered the 14th day of May, 1996 being Restrictive Covenants, providing for an easement from Queen Street West to the CN tracks south of Sudbury.
2. Instrument No. AT2660956 registered the 7th day of April, 2011 being an Application to Change the name of the owner from Westside on the Park Inc.
3. Instrument No. AT2724294 registered the 17th day of June, 2011 being a Section 37 Agreement with the City of Toronto.
4. Together with and subject to a right-of-way set out in Instrument No. WF27767 over the north edge of the Vendor's lands.
5. Section 37 Agreement and any amendments thereto.
6. Shared Facilities Agreements.
7. Easements along the east side of the closed portion of Abell to Sudbury and north.
8. Crane Swing, Shoring, Underpinning and Tie Back Agreements with adjoining owners.
9. The dedication of land from the closed portion of Abell plus additional lands to eventually create a public street.
10. Mutual easements for support and maintenance between the Building and the adjoining Condominium and/or the TPA parking garage.
11. Restrictive Covenant in favour of Toronto Parking Authority.
12. An Agreement with the City of Toronto with respect to setbacks and/or a Limiting Distance Agreement with respect to the Park lands.
13. Geothermal Supply Agreement and related easements.

SCHEDULE "E"

INTENTIONALLY DELETED

SCHEDULE "F"
OCCUPANCY LICENSE

TO: EDGE ON TRIANGLE PARK INC.
AND TO: HARRIS, SHEAFFER LLP
Its solicitors herein
RE: TMAC
Space 2-6 Lisgar Street, Toronto

Agreement dated March ____, 2014 (the "Agreement")

WHEREAS the Purchaser and the Vendor did execute the Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the Vendor allowing the Purchaser to occupy the Property referred to in the Agreement and for other good and valuable consideration, the Vendor and the Purchaser covenant and agree with each other as follows:

1. The undersigned, being the Purchaser of the above-noted Property, hereby agrees to occupy the subject premises in accordance with the terms of the occupancy as set out below and acknowledges and agrees that the license to occupy is not a tenancy within the meaning of the Tenant Protection Act or the Commercial Tenancy Act or any successor or replacement legislation.
2. (a) The license fees for occupying the said Property (the "License Fees") shall be the actual cost of utilities for heating, cooling and lighting consumed in the Building, including geothermal charges (the "Building's Utilities Consumption"), after occupancy (or a reasonable estimate thereof made by the Vendor and subject to readjustment as hereinafter provided);
(b) The Purchaser shall also be responsible, during occupancy, to dispose of their garbage and to shovel the snow and remove all ice in front of the Building and security;
(c) Elevator maintenance costs.
3. The Purchaser shall not, during the Occupancy Period, be responsible for any common area costs or for any amounts attributable to the Property other than specifically provided for in this Occupancy License. For the purpose of this clause, "common area" refers to the parts of the Property exterior to the Building, any portion of the Property and the Vendor's Remainder Lands intended to be shared by the Purchaser and the occupants of the Condominium (as defined in the Agreement) and any components of the mechanical and/or electrical servicing systems shared by the Building and the Condominium including, without limitation, any loading areas, fire protection, security and life safety systems, storm and sanitary sewer systems, electrical and emergency lighting systems,

heating, ventilation and air conditioning system, fresh and exhaust air ventilation systems together with any other similar servicing systems, whether existing as of the date of this Occupancy License or installed subsequently.

4. Within a reasonable period of time after the end of the period for which the Purchaser's payments on account of the Building's Utilities Consumption, based on the Vendor's estimate thereof, have been made, the Vendor shall deliver to the Purchaser a statement of the actual amounts and costs incurred in respect of the Building's Utilities Consumption, based on the reading of the applicable meter or check meter or on any other basis established between the parties for determining the actual amounts incurred in respect of the Building's Utilities Consumption. If necessary, an adjustment shall be made between the parties with respect to the Purchaser's payments on account of the Building's Utilities Consumption, based on the Vendor's estimate thereof, such that if the Purchaser will have paid in excess of such actual amounts incurred, the excess shall, at the Vendor's option, be credited by the Vendor against future payments by the Purchaser in respect of the License Fees or refunded to the Purchaser within ten (10) days after delivery of the said statement. If the amount that the Purchaser will have paid is less than such actual amounts actually incurred, then the Purchaser agrees to pay to the Vendor any such extra amount within ten (10) days after delivery of the said statement.
5. Any notice required to be given to the Vendor's solicitor shall be to Harris, Sheaffer LLP, 4100 Yonge Street, Suite 610, Toronto, Ontario M2P 2B5 to the attention of Barry Rotenberg.
6. The transfer of possession of the Building to the Purchaser shall not be deemed or considered in any way a release, abandonment or waiver of any of the rights of either the Purchaser or the Vendor with respect to the provisions of the Agreement and all schedules thereto.
7. During the period of occupancy of the Building, the Purchaser shall have the right with prior written consent of the Vendor and the City of Toronto to sublicense or share occupancy of part or all of the Property to a non-profit arts organization, provided that any such sublicense or sharing of occupancy is permitted under the Land Use Agreement between the City of Toronto and the Purchaser and provided further the Vendor is given written notice from the Purchaser informing the Vendor of such sublicense or sharing of occupancy. The Vendor shall not have any right to increase the License Fees or to terminate, in whole or in part, the Occupancy Licence as a result of any sublicense or sharing of occupancy of the Property by the Purchaser pursuant to this paragraph.
8. The Purchaser shall be allowed to remain in occupancy of the Building until Closing pursuant to the Agreement provided the terms of this Occupancy Licence and the Agreement have been observed and performed by the Purchaser. The undersigned further acknowledges that should it fail to rectify any default, in the case of a monetary default, within five days of notice thereof or such longer period as set forth in the notice, and in the case of a non-monetary default, within 20 days of notice thereof or such longer period as set forth in the notice, the Vendor in its sole discretion and without limitation of any other rights or remedies provided for in the Agreement or at law may terminate the Agreement and revoke the Occupancy Licence, whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Vendor may take

whatever steps it deems necessary to obtain vacant possession and the Purchaser shall reimburse the Vendor for all costs it may incur with respect to same.

9. The undersigned further authorize the inspectors of any mortgagee and the building inspectors of the City of Toronto, accompanied by a representative of Edge on Triangle Park Inc., to enter the above-noted Building at all reasonable hours and upon reasonable prior notice.
10. The undersigned further authorize Edge on Triangle Park Inc., its employees and subcontractors, to enter upon the above-noted Building at all reasonable hours and upon reasonable prior notice, for the purpose of rectifying deficiencies or for any other reasonable purpose.
11. The Purchaser shall not occupy the Building until the City of Toronto has permitted same or consented thereto, if such consent is required then occupancy shall be postponed until such required consent is given. The Purchaser shall not require the Vendor to provide or produce an occupancy permit, certificate or authorization from the City of Toronto and the Purchaser shall satisfy itself in that regard.
12. The Purchaser agrees to maintain the Building in a clean and sanitary condition and not to make any alterations, improvements or additions thereto without the prior written approval of the Vendor which may be unreasonably withheld. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the Building by the supplier of such services.
13. The Vendor and the Purchaser covenant and agree, notwithstanding the taking of possession, that all terms hereunder continue to be binding upon them and that the Vendor may enforce the provisions of the Occupancy Licence separate and apart from the purchase and sale provisions of the Agreement.

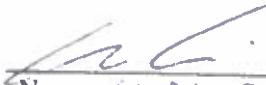
DATED at Toronto, this 31 day of MARCH 2014.

SIGNED, SEALED AND DELIVERED
In the presence of:

) TORONTO MEDIA ARTS CLUSTER

)

) Per:


Name: LAURA BERAZADI
Title: BOARD PRESIDENT

)

) Per:

Name:
Title:

)

We have the authority to bind the Corporation

SCHEDULE "G"
ALTUS HELYAR REPORT

ELEMENTAL COST SUMMARY IMAC Current Budget							
Project	TMAC	Project Number	10126				
Location	Toronto, Ontario	Date	7/7/18 11				
Owner/Client	TMAC	Gross Floor Area	3,618 m ²				
Architect	TEA						
DRAFT FOR DISCUSSION ONLY							
Element	Ratio to GFA	Elemental Quantity	Elemental Unit Rate	Elemental Amount	Cost/m ²	Total	%
A SHED					\$0.00		
A1 SUBSTRUCTURE					\$0.00		
A11 Foundation	0.00	0 m ²	\$0.00	\$0.00	\$0.00		
A12 Basement Excavation	0.00	0 m ³	\$0.00	\$0.00	\$0.00	\$0	0.0%
A2 STRUCTURE					\$644.15		
A21 Lowest Floor Construction	0.00	0 m ²	\$0.00	\$0.00	\$0.00		
A22 Upper Floor Construction	1.00	3,618 m ²	\$176.81	\$625,103	\$176.81		
A23 Roof Construction	0.52	2,065 m ²	\$244.76	\$505,421	\$197.70	\$2,230,527	24.7%
A EXTERIOR ENCLOSURE					\$377.81		
A31 Walls Below Grade	0.00	0 m ²	\$0.00	\$0.00	\$0.00		
A32 Walls Above Grade	0.11	363 m ²	\$125.00	\$126,375	\$15.48		
A33 Windows & Entrance	0.11	1,204 m ²	\$915.30	\$1,126,100	\$17.58		
A34 Roof Covering	0.00	0 m ²	\$0.00	\$0.00	\$0.00		
A35 Projections	1.00	1,618 m ²	\$2.76	\$4,380	\$1.15	\$1,264,475	14.0%
B INTERIORS							
B1 PARTITIONS & DOORS					\$174.01		
B11 Partitions	0.90	3,454 m ²	\$130.17	\$180,299	\$12.07		
B12 Doors	0.03	119 m ²	\$1,225.25	\$145,805	\$1.11	\$596,104	6.6%
B2 FINISHES					\$135.61		
B21 Floor Finishes	0.95	3,447 m ²	\$1.61	\$1,590	\$17.48		
B22 Ceiling Finishes	0.95	3,447 m ²	\$37.10	\$127,870	\$18.19		
B23 Wall Finishes	2.31	8,004 m ²	\$8.72	\$73,256	\$9.15	\$217,106	24.7%
B3 FITTING & EQUIPMENT					\$217.04		
B31 Fitting & Fixtures	1.00	3,618 m ²	\$64.80	\$231,443	\$19.75		
B32 Equipment	0.00	0 m ²	\$0.00	\$0.00	\$0.00		
B33 Conveying Systems	1.00	0 Stpl	\$46,666.67	\$200,000	\$77.39	\$514,443	5.7%
C SERVICES							
C1 MECHANICAL					\$486.27		
C11 Plumbing & Drainage	1.00	3,618 m ²	\$61.20	\$221,410	\$61.47		
C12 Fire Protection	1.00	3,618 m ²	\$15.00	\$54,270	\$15.00		
C13 HVAC	1.00	3,618 m ²	\$114.67	\$127,010	\$18.51		
C14 Controls	1.00	3,618 m ²	\$42.98	\$155,500	\$42.98	\$1,478,190	16.6%
C2 ELECTRICAL					\$661.51		
C21 Service & distribution	1.00	3,618 m ²	\$111.85	\$115,525	\$111.85		
C22 Lighting, Devices & Heating	1.00	3,618 m ²	\$152.40	\$551,074	\$157.13		
C23 Systems & Auxiliaries	1.00	3,618 m ²	\$49.53	\$179,212	\$49.53	\$1,148,756	12.7%
NET BUILDING COST (Excluding Site)					\$2,113.49	\$7,666,601	84.7%
Z MARKUPS							
Z1 GENERAL REQUIREMENTS	12.2%				\$284.28		
Z11 General Requirements	8.70%				\$605,254	\$183.57	
Z12 Fee	1.50%				\$20,045	\$61.41	\$96,389
TOTAL CONSTRUCTION ESTIMATE (Excluding Contingencies)					\$2,377.77	\$8,602,770	96.2%
Z2 CONTINGENCIES	5.0%				\$118.89		
Z21 Design Contingency	10.0% EXCLUDED				\$0	\$0.00	
Z22 Evaluation Contingency	0.0% EXCLUDED				\$0	\$0.00	
Z23 Construction Contingency	5.0%				\$10,139	\$1,18.89	\$430,139
SALES TAX (GST)	0.0% EXCLUDED				\$0	\$0.00	\$0
TOTAL CONSTRUCTION ESTIMATE (Including Allowances)					\$2,496.66	\$9,032,900	100.0%
GFA:	3,618 m ²				per m ²	\$2,496.66	
GIA:	30,444 sf				per sf	\$231.65	

Description	Takeoff Quantity	Cost/Unit	Total Amount
TMAC			
A2 Structure			
<i>A22 Upper Floor Construction</i>			
A22 1 Concrete Suspended Slab			
30 Mpa (4000psi)	1,628 m ³	116.00	188,848
Place concrete - slabs	1,628 m ³	39.00	63,492
Concrete accessories & additives	1,628 m ³	45.00	73,260
Formwork	7,960 m ²	140.00	1,114,400
Reinforcing steel - material (excl. detailing)	195,360 kg	1.06	207,082
Reinforcing steel - labour	195,360 kg	0.64	125,030
Concrete Suspended Slab	3,618 m²	489.80	1,772,112
A22 1 Concrete Suspended Slab			
Credit for half of lowest floor	-107 m ²	489.80	(52,409)
Concrete Suspended Slab	407 m²	(489.80)	(152,409)
<i>A22 Stairs</i>			
1100mm (44") risers - one riser	45 No	120.00	5,400
Stairs			5,400
A22 Upper Floor Construction			1,725,103
<i>A23 Roof Construction</i>			
A23 1 Concrete Suspended Slab			
30 Mpa (4000psi)	929 m ³	116.00	107,764
Concrete accessories & additives	929 m ³	45.00	41,805
Formwork	4,543 m ²	140.00	636,020
Reinforcing steel - material (excl. detailing)	111,480 kg	1.06	118,169
Reinforcing steel - labour	111,480 kg	0.64	71,347
Place concrete - slabs	929 m ³	39.00	36,231
Concrete Suspended Slab	2,065 m²	489.75	1,011,336
A23 1 Concrete Suspended Slab			
Credit for half of roof slab	-1,033 m ²	489.75	(505,912)
Concrete Suspended Slab	1,033 m²	(489.75)	(505,912)
A23 Roof Construction			505,424
A2 Structure			2,230,528

Description	Takeoff Quantity	Cost/Unit	Total Amount
A3 Exterior Enclosure			
<i>A32 Exterior Enclosure Walls Above Grade</i>			
<i>A32.1 Masonry Exterior Wall</i>			
Masonry exterior wall	395 m ²	325.00	128,375
Masonry Exterior Wall	395 m ²	325.00	128,375
<i>A32 Exterior Enclosure Walls Above Grade</i>			128,375
<i>A33 Windows & Entrances</i>			
<i>A33.1 Windows</i>			
Glazed curtain wall	1,204 m ²	900.00	1,083,600
Glazed aluminum single door	2 No	3,000.00	6,000
Glazed aluminum double door	4 Pr	6,000.00	24,000
Automatic door operators	5 No	2,500.00	12,500
Windows	1,204 m ²	935.30	1,126,400
<i>A33 Windows & Entrances</i>			1,126,400
<i>A35 Projections</i>			
<i>A35.16 Miscellaneous Projections</i>			
<i>Glass guard at 2nd floor doors .</i>			<i>1 sum</i>
<i>DELETED</i>			
Allowance for entrance canopies - TMAC	1 sum	10,000.00	10,000
Miscellaneous Projections	1 sum	10,000.00	10,000
A35 Projections			10,000
A3 Exterior Enclosure			1,264,475
B1 Partitions & Doors			
<i>B11 Partitions</i>			
<i>B11.1 Block Interior Partition</i>			
150mm (6") block	25 m ²	115.00	2,875
200mm (8") block	452 m ²	125.00	56,500
Block Interior Partition	477 m ²	124.48	59,375
<i>B11.2 Partition Type - W1</i>			
92mm (3-5/8") studs 400mm (16") o.c.	52 m ²	22.00	1,144
12.5mm (1/2") drywall-standard to walls	52 m ²	15.50	806
Partition Type - W1	52 m ²	37.50	1,950

Description	Takeoff Quantity	Cost/Unit	Total Amount
B11.2 Partition Type - W3			
13mm resilient metal channel @ 600mm o/c	1,111 m ²	10.50	11,666
12.5mm (1/2") fire rated to walls	1,111 m ²	16.50	18,332
Partition Type - W3	1,111 m ²	27.00	29,997
B11.2 Partition Type - W4			
9.5mm (2-1/2") s.studs 400mm (16") o/c	234 m ²	18.00	4,272
12.5mm (1/2") drywall-standard to walls	234 m ²	15.50	3,930
Partition Type - W4	234 m ²	33.50	8,009
B11.2 Partition Type - W5			
9.5mm (3-5/8") s.studs 400mm (16") o/c	260 m ²	22.00	5,720
15.9mm (5/8") fire rated to walls	260 m ²	17.50	4,550
15.9mm (5/8") fire rated to walls	260 m ²	17.50	4,550
15.9mm (5/8") fire rated to walls	260 m ²	17.50	4,550
15.9mm (5/8") fire rated to walls	260 m ²	17.50	4,550
Partition Type - W5	260 m ²	92.00	23,920
B11.2 Partition Type - W7			
12.5mm (1/2") drywall-standard to walls	14 m ²	15.50	217
41mm (1-5/8") s.studs 400mm (16") o/c	14 m ²	16.00	224
12.5mm plywood	14 m ²	15.50	217
12.5mm (1/2") drywall-standard to walls	14 m ²	15.50	217
Partition Type - W7	14 m ²	62.50	873
B11.2 Partition Type - W8			
12.5mm (1/2") drywall-standard to walls	76 m ²	15.50	1,178
9.5mm (3-5/8") s.studs 400mm (16") o/c	76 m ²	22.00	1,672
15.9mm Plywood	76 m ²	16.50	1,254
12.5mm (1/2") drywall-standard to walls	76 m ²	15.50	1,178
Partition Type - W8	76 m ²	69.50	5,282
B11.2 Partition Type - W9			
12.5mm (1/2") drywall-standard to walls	14 m ²	15.50	217
12.5mm plywood	14 m ²	15.50	217
9.5mm (3-5/8") s.studs 400mm (16") o/c	14 m ²	22.00	308

Description	Takeoff Quantity	Cost/Unit	Total Amount
<i>B11.2 Partition Type - W9</i>			
12.5mm plywood	14 m ²	15.50	217
12.5mm (1/2") drywall-standard to walls	14 m ²	15.50	217
Partition Type - W9	14 m ²	84.00	1,176
<i>B11.2 Partition Type - W10</i>			
12.5mm (1/2") drywall-standard to walls	1,029 m ²	15.50	15,950
92mm (3-5/8") s.studs 400mm (16") o/c	1,029 m ²	22.00	22,638
12.5mm (1/2") drywall-standard to walls	1,029 m ²	15.50	15,950
Sound attenuation batt.	283 m ²	15.00	4,245
Partition Type - W10	1,029 m ²	57.13	58,782
<i>B11.2 Partition Type - W12</i>			
12.5mm (1/2") drywall-standard to walls	190 m ²	15.50	2,945
64mm (2-1/2") s.studs 400mm (16") o/c	190 m ²	18.00	3,420
Partition Type - W12	190 m ²	33.50	6,365
<i>B11.2 Partition Type - W11</i>			
12.5mm (1/2") drywall-standard to walls	82 m ²	15.50	1,271
64mm (2-1/2") s.studs 400mm (16") o/c	82 m ²	18.00	1,476
Sound attenuation batt.	82 m ²	15.00	1,230
64mm (2-1/2") s.studs 400mm (16") o/c	82 m ²	18.00	1,476
12.5mm (1/2") drywall-standard to walls	82 m ²	15.50	1,271
Partition Type - W11	82 m ²	82.00	6,724
<i>B11.2 Partition Type - AW1</i>			
92mm (3-5/8") s.studs 400mm (16") o/c - DELETED	436 m ²		
100mm (4") sound attenuation batt. - DELETED	436 m ²		
16mm (5/8") drywall-standard to walls - DELETED	436 m ²		
16mm (5/8") drywall-standard to walls - DELETED	436 m ²		
12.5mm (1/2") drywall-standard to walls	436 m ²	15.50	6,736
Partition Type - AW1	436 m ²	15.50	6,736
<i>B11.2 Partition Type - AW2</i>			
92mm (3-5/8") s.studs 400mm (16") o/c	69 m ²	22.00	1,518

Description	Takeoff Quantity	Cost/Unit	Total Amount
B11.2 Partition Type - AW2			
Sound attenuation batt.	69 m ²	15.00	1,035
12.5mm plywood	69 m ²	15.50	1,070
15.9mm (5/8") fire rated to walls	69 m ²	17.50	1,208
44mm sway braces @ 1200mm o/c	69 m ²	16.00	1,104
Partition Type - AW2	69 m ²	86.00	5,934
B11.2 Partition Type - AW3			
92mm (3 5/8") s.studs 400mm (16") o/c	128 m ²	22.00	2,816
Sound attenuation batt.	128 m ²	15.00	1,920
12.5mm plywood	128 m ²	15.50	1,984
15.9mm (5/8") drywall-standard to walls	128 m ²	16.00	2,048
44mm sway braces @ 1200mm o/c	128 m ²	16.00	2,048
Partition Type - AW3	128 m ²	84.50	10,816
B11.2 Partition Type - AW5			
12.5mm (1/2") drywall-standard to walls	24 m ²	15.50	372
12.5mm (1/2") drywall-standard to walls	24 m ²	15.50	372
92mm (3 5/8") s.studs 400mm (16") o/c	24 m ²	22.00	528
Sound attenuation batt.	24 m ²	15.00	360
12.5mm (1/2") drywall-standard to walls	24 m ²	15.50	372
12.5mm (1/2") drywall-standard to walls	24 m ²	15.50	372
Partition Type - AW5	24 m ²	99.00	2,376
B11.2 Partition Type - AW6			
15.9mm (5/8") fire rated to walls	142 m ²	17.50	2,485
15.9mm (5/8") fire rated to walls	142 m ²	17.50	2,485
92mm (3 5/8") s.studs 400mm (16") o/c	142 m ²	22.00	3,124
Sound attenuation batt.	142 m ²	15.00	2,130
15.9mm plywood	142 m ²	16.50	2,343
15.9mm (5/8") fire rated to walls	142 m ²	17.50	2,485
15.9mm (5/8") fire rated to walls	142 m ²	17.50	2,485
Partition Type - AW6	142 m ²	123.50	17,537
B11.2 Partition Type - AW7			
12.5mm (1/2") drywall-standard to walls	42 m ²	15.50	631
13mm resilient metal channel @ 600mm o/c	42 m ²	10.50	441

Description	Takeoff Quantity	Cost/Unit	Total Amount
B11.2 Partition Type - AW7			
64mm (2-1/2") s.studs 400mm (16") o/c	42 m ²	18.00	756
Sound attenuation batt.	42 m ²	15.00	630
15.9mm plywood	42 m ²	16.50	693
12.5mm (1/2") drywall-standard to walls	42 m ²	15.50	631
Partition Type - AW7	42 m ²	91.00	3,822
B11.2 Partition Type - AW8			
12.5mm (1/2") drywall-standard to walls	149 m ²	15.50	2,310
92mm (3-5/8") s.studs 400mm (16") o/c	149 m ²	22.00	3,278
Sound attenuation batt.	149 m ²	15.00	2,235
15.9mm plywood	149 m ²	16.50	2,459
15.9mm (5/8") drywall-standard to walls	149 m ²	16.50	2,459
15.9mm (5/8") drywall-standard to walls	149 m ²	16.50	2,459
Partition Type - AW8	149 m ²	102.00	15,198
B11.2 Partition Type - AW9			
92mm (3-5/8") s.studs 400mm (16") o/c	346 m ²	22.00	7,612
Sound attenuation batt.	346 m ²	15.00	5,190
13mm resilient metal channel @ 600mm o/c	346 m ²	10.50	3,633
12.5mm (1/2") drywall-standard to walls	346 m ²	15.50	5,363
15.9mm (5/8") fire rated to walls	346 m ²	17.50	6,055
15.9mm (5/8") fire rated to walls	346 m ²	17.50	6,055
Partition Type - AW9	346 m ²	98.00	33,908
B11.2 Partition Type - AW10			
13mm vertical metal channel @ 600mm o/c	48 m ²	10.50	504
13mm resilient metal channel	48 m ²	10.50	504
64mm (2-1/2") s.studs 400mm (16") o/c	48 m ²	18.00	864
Sound attenuation batt.	48 m ²	15.00	720
15.9mm (5/8") fire rated to walls	48 m ²	17.50	840
Partition Type - AW10	48 m ²	71.50	3,432
B11.2 Partition Type - AW11			
15.9mm (5/8") fire rated to walls	25 m ²	17.50	438
13mm resilient metal channels following curve	25 m ²	10.50	263

Description	Takoff Quantity	Cost/Unit	Total Amount
Partition Type - AW11	25 m ²	28.00	700
B11.4 Concrete Shearwalls			
50 Mpa (7250psi)	77 m ³	197.00	15,169
50 Mpa (7250psi) waste (5%)	4 m ³	197.00	788
Concrete accessories	77 m ³	4.40	339
Place concrete - shearwalls	77 m ³	39.00	3,003
Place concrete - waste	4 m ³	39.00	156
Formwork - shearwall above grade non-typical floors	514 m ²	65.00	33,410
Reinforcing steel - material (rate as per Gilbert Steel Limited)	6,160 kg	1.06	6,530
Reinforcing steel - labour - (rate as per Paramount Structures Ltd.)	6,160 kg	0.54	3,326
Reinforcing accessories	6,160 kg	0.10	616
12mm (1/2") drywall laminated to wall	411 m ²	16.00	6,576
Concrete Shearwalls	257 m ²	272.03	69,913
B11.55 Glazed Partitions			
Glazed partition	151 m ²	450.00	67,950
Glazed Partitions	151 m ²	450.00	67,950
B11.8 Sealing & Caulking			
Allow for sealing and caulking	1 sum	9,000.00	9,000
Sealing & Caulking	1 sum	9,000.00	9,000
B11 Partitions			450,299
B12 Doors			
B12.1 Hollow Metal Doors			
Hollow metal int. door	31 No	173.00	5,425
Install hollow metal int. door	31 No	150.00	4,650
Paint to H.M. door complete	31 No	60.00	1,860
Single hollow metal frame	21 No	80.00	1,680
Double hollow metal frame	5 No	90.00	450
Hardware to HM interior door	31 No	600.00	18,600
E.O. for sound proofing	1 No	300.00	300

Description	Takeoff Quantity	Cost/Unit	Total Amount
Hollow Metal Doors	31 no	1,063.39	32,965
<i>B12.2 Solid Core Wood Door</i>			
Solid core interior door	50 No	250.00	20,000
Install solid core int. door	50 No	150.00	12,000
Paint to wood door	50 No	60.00	4,800
Hardware to wood interior door	50 No	600.00	30,000
Single hollow metal frame	34 No	80.00	2,720
Double hollow metal frame	23 No	90.00	2,070
Solid Core Wood Door	50 no	1,119.68	55,980
<i>B12.6 Glazed Doors</i>			
Glazed aluminum single door - interior	3 No	1,500.00	4,500
Allowance for door glazing	1 sum	5,000.00	5,000
Glazed Doors	3 no	3,166.67	9,500
<i>B12.7 Sliding Doors</i>			
Sliding door with one leaf - 1500mm x 2743mm (pocket door)	1 No	1,250.00	1,250
Sliding door with one leafs - 2000mm x 2134mm	1 No	2,000.00	2,000
Sliding Doors	2 no	1,625.00	3,250
<i>B12.7 Special Doors</i>			
Glazed pivot door - 1625mm x 2320mm	2 No	5,000.00	10,000
Install existing garbage door at 100A - Labour only	1 No	500.00	500
Special Doors	3 no	3,500.00	10,500
B12 Doors			145,805
B1 Partitions & Doors			596,104
B2 Finishes			
<i>B21 Floor Finishes</i>			
<i>B21.3 Miscellaneous Floor Finishes</i>			
Sealed & polished concrete - DELETED		2,966 m2	
Floor tile - FT1 (12" x 24", Grigio - Olympia tile) to washrooms	124 m2	85.00	10,540

Description	Takoff Quantity	Cost/Unit	Total Amount
<i>B21.3 Miscellaneous Floor Finishes</i>			
Floor tile - FT2 (1" x 3", Charcoal - Olympia tile) to shower room	4 m2	85.00	340
Floor tile - FT3 (Marazzi solid, graphite text - Stone tile) to stair treads	33 m2	130.00	4,290
Carpet tile - CT1 (50cm x 50cm, Interface) to cinema & cinema entry - DELETED	249 m2		
Rubber floor tile - RF1 (1/8" Microtome) to event space bar - DELETED	23 m2		
Rubber floor tile - RF2 (3/8" Triumph) to materials workshop - DELETED	18 m2		
Paint concrete floors - projection room	30 m2	5.00	150
Allow for bases - DELETED	1 sum		
Miscellaneous Floor Finishes	3,437 m2	4.65	15,980
B21 Floor Finishes			15,980

B22 Ceiling Finishes

B22.7 Miscellaneous Ceiling Finish

Paint exposed structure	1,130 m2	5.00	5,650
Suspended drywall ceiling	1,002 m2	55.00	55,110
Premium for galleries (extra over)	281 m2	13.00	3,653
Suspended drywall ceiling (includes premium for ceiling over 5m)	304 m2	100.00	30,400
Paint drywall ceilings	1,002 m2	5.00	5,010
Drywall bulkheads	127 m2	75.00	9,325
Paint drywall ceilings (includes premium for ceiling over 5m)	304 m2	10.00	3,040
Acoustic ceiling tile (includes premium for ceiling over 5m)	144 m2	48.00	6,912
Paint exposed structure (includes premium for ceiling over 5m)	728 m2	10.00	7,280
Suspended drywall ceiling double layers (includes premium for ceiling over 5m) - cinema - DELETED	243 m2		
50mm fibreglass insulation above drywall ceiling (Includes premium for ceiling over 5m) - cinema - DELETED	243 m2		
Acoustic ceiling tile - 610mm x 610mm - projection room	30 m2	43.00	1,290

Description	Takeoff Quantity	Cost/Unit	Total Amount
Miscellaneous Ceiling Finish	3,437 m ²	37.20	127,870
B22 Ceiling Finishes			127,870
B23 Wall Finishes			
B23.4 Miscellaneous Wall Finishes			
Paint to walls	6,595 m ²	5.00	32,975
Allow for special finishes - DELETED	1 sum		
Paint to walls (includes premium for walls over 3m high)	1,040 m ²	10.00	10,400
Carpet on wall - C2 to cinema entry - DELETED	171 m²		
Wall tile - TW1 to kitchen backsplash (1x3', Ceramic)	11 m ²	91.00	1,001
Wall tile - TW2 to washrooms (10x40cm, Ceramic)	76 m ²	90.00	6,840
Wall tile - TW3 to washrooms (12"x24", Regal)	173 m ²	83.00	14,525
Wall tile - TW4 to event space bar backsplash (4"x24", Regal)	54 m ²	124.00	6,696
Wall tile - TW5 to showerrooms (1 x3', Ceramic)	9 m ²	91.00	819
Acoustic wall panels to cinema - DELETED	273 m²		
Miscellaneous Wall Finishes	8,461 m ²	8.66	73,236
B23 Wall Finishes			73,236
B2 Finishes			217,106
B3 Fittings & Equipment			
B3.1 Fittings & Fixtures			
A22 Stairs			
Architectural stairs	1 No	50,000.00	50,000
Stairs			50,000
A22.2 Stairs			
Metal pan stair #2	2 fit	8,000.00	16,000
Stairs			16,000
B31.3 Millwork			

Description	Takeoff Quantity	Cost/Unit	Total Amount
B01.3 Millwork			
Kitchenette & bar at ground floor cafe (Excluded)	3 m		
Washroom vanities	16 m	400.00	6,400
Small kitchenette to offices (6 no)	12 m	1,200.00	14,400
Kitchen cabinets to artist residence - DELETED	1 m		
Kitchen cabinets with stainless steel countertop to 3rd floor common kitchen	8 m	1,800.00	14,400
Kitchenette and bar at 2nd floor events - back bar - DELETED	5 m		
Kitchenette and bar at 2nd floor events - front bar - DELETED	6 m		
Coat check counter and screen	1 No	2,500.00	2,500
Millwork	1 sum	37,700.00	37,700
B01.4 Metals			
Steel wall rail	41 m	120.00	4,920
Allow for misc metals	1 sum	25,000.00	25,000
Steel ballustrade at stair #2	33 m	350.00	11,550
Metals	1 sum	41,470.00	41,470
B01.5 Specialties			
Interior signage - DELETED	1 sum		
Washroom accessories (20 nos) - TMAC	1 sum	6,000.00	6,000
Toilet partitions, metal, floor mounted - standard to TMAC	16 No	600.00	9,600
Exterior signage - DELETED	1 sum		
Floating floor in cinema, metal framing and concrete - DELETED	1 sum		
1070mm high tempered glass railings at stair openings and gathering space opening	43 m	1,500.00	64,500
Allowance for suspended pipe grides at galleries as shown on the RCP - DELETED	1 sum		
Movable security screen at cafe - DELETED	1 No		
Fire shutter at member lobby 220	1 No	5,000.00	5,000
Roll down security shutter with door at 106A - DELETED	1 No		
Specialties	1 sum	85,100.00	85,100

Description	Takeoff Quantity	Cost/Unit	Total Amount
<i>B31.6 Furnishings</i>			
Pedimat entrance mat - TMAC	1 sum	1,500.00	1,500
Projection screens - Excluded	1 sum	0.00	0
Vertical blinds - TMAC - Excluded	1 sum	0.00	0
FF&E			
Seating system for cinema -	205 No		
DELETED			
Reception area furniture allowance -	8 No	0.00	0
TMAC - Excluded			
Office furniture - TMAC - Excluded	41 No	0.00	0
Cafe furniture - TMAC - Excluded	1 sum	0.00	0
Hartwood nosing to concrete guard at 3rd floor	22 m	75.00	1,650
12.5mm (1/2") drywall to concrete guard at 3rd floor	33 m ²	15.50	512
12.5mm (1/2") drywall to concrete guard at 3rd floor	33 m ²	15.50	512
Furnishings	1 sum	4,173.00	4,173
B31 Fittings & Fixtures			234,443

B32 Equipment

B32.1 Equipment

Appliances - TMAC - Excluded	1 sum
Cafe equipment - TMAC - Excluded	1 sum

B33 Conveying Systems

B33.1 Elevators

Passenger Elevator - TMAC - 2 No. x 3 stops	2 No	140,000.00	280,000
Elevators	1 sum	280,000.00	280,000
B33 Conveying Systems			
B3 Fittings & Equipment			

C1 Mechanical

C11 Plumbing & Drainage

C11.1 Plumbing and Drainage

Plumbing & drainage	1 sum	222,410.00	222,410
Plumbing & drainage - delete artist residence	+1 sum	1,000.00	(1,000)
Plumbing and Drainage	3,618 m ²	61.20	223,410

Description	Takeoff Quantity	Cost/Unit	Total Amount
C11 Plumbing & Drainage			221,410
C12 Fire Protection			
C12.1 Fire Protection			
Fire protection	1 sum	54,270.00	54,270
Fire Protection	3,618 m ²	15.00	54,270
C12 Fire Protection			54,270
C13 Ventilation			
C13.1 HVAC			
HVAC	1 sum	1,247,010.00	1,247,010
HVAC - delete theatre scope	-1 sum	(15,000.00)	(15,000)
H.V.A.C.	3,618 m ²	344.67	1,247,010
C13 Ventilation			1,247,010
C14 Controls			
C14.1 Controls			
Controls	1 sum	155,500.00	155,500
Controls	3,618 m ²	42.98	155,500
C14 Controls			155,500
C1 Mechanical			1,678,190
C2 Electrical			
C21 Service & Distribution			
C21.1 Service & Distribution			
Service and Distribution	1 sum	415,525.00	415,525
Service & Distribution	3,618 m ²	114.85	415,525
C21 Service & Distribution			415,525
C22 Lighting, Devices & Heating			
C22.1 Lighting & Power			
Lighting and power - TMAC space	1 sum	464,574.00	464,574
Lighting Fixtures - TMAC space	1 sum	248,645.00	248,645
Lighting Fixtures - delete theatre lighting	-1 sum	(95,000.00)	(95,000)
Lighting Fixtures - delete performance	-1 sum	(66,200.00)	(66,200)
lighting			
Lighting and power - delete artist residence	-1 sum	(1,000.00)	(1,000)

Description	Takeoff Quantity	Cost/Unit	Total Amount
Lighting & Power	3,615 m ²	152.30	551,019
C22 Lighting, Devices & Heating			551,019
C23 Systems & Ancillaries			
C23.1 Systems & Ancillaries			
Systems	1 sum	135,212.00	135,212
Security Equipment	1 sum	44,000.00	44,000
Systems & Ancillaries	3,615 m ²	49.53	179,212
C23 Systems & Ancillaries			179,212
C2 Electrical			1,145,756
TMAC			7,646,601

ALTUS GROUP

File #10126 - Lisgar (Edge) - IMAC Fit-Out Mechanical (Nov 11, 2013)

Lisgar - LDGL Condominium
Parking and Tower - IMAC

Date : 12/5/2013
Job No: 10126

Description	IMAC - FitOut	
	\$	\$/m2
	GIA	3,618 m2
C1 MECHANICAL		
C11 Plumbing & Drainage	222,410	61.47
C12 Fire Protection	54,270	15.00
C13 HVAC	1,262,010	348.81
C14 Controls	155,500	42.98
SUBTOTAL BUILDING MECHANICAL	1,694,190	468.27
D21 Mechanical Site Services		
TOTAL MECHANICAL WORK	1,694,190	468.27

Note:

This estimate is based on mechanical drawing dated Oct. 21, 2013.

	Date
Prepared By:	11-Jul-13
Check By:	
Updated By: JS	11-Nov-13
Check By:	

Ligar - EDGE
TMAC

Job No. 10126

Description	Trade	Quantity	Rate	Amount
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C1 MECHANICAL

	Area
TMAC	3,618 m ²
Total GFA	3,618 m ²

C11 Plumbing & Drainage

Equipment

TMAC water meter	1 no	600.00	600
elec. DHWHE 23, 60 gal 3kw	2 no	1,200.00	2,400
elec. DHWHE 24, 3.3 gal 1.5kw	9 no	1,000.00	9,000
elec. DHWHE 25, 8.5 gal 1.5kw	4 no	850.00	3,400
(Subtotal Equipment \$15400)			

Fixtures

water closet	19 no	1,500.00	28,500
lavatory	19 no	1,350.00	25,650
bath tub	0 no	1,800.00	0
kitchen sink	14 no	900.00	12,600
junior sink	5 no	1,200.00	6,000
NFHB	2 no	350.00	700
floor drains	25 no	350.00	8,750
basement floor drains	15 no	400.00	6,000
(Subtotal Fixtures \$85200)			

Piping

domestic water main from meter to 3rd floor	75 m	110.00	8,250
domestic cold water pipe	350 m	85.00	29,750
domestic hot water pipe	180 m	82.00	14,760
sanitary & vent pipe	640 m	90.00	57,600
insulation for water pipe	530 m	15.00	7,950
connect to existing service	1 ls	500.00	500
(Subtotal Piping \$118810)			

Total C11 Plumbing & Drainage

3,618 m² £1.47 222,410

C12 Fire Protection

building full sprinkler and standpipe coverage - base building	3,618 m ²	0
building full sprinkler and standpipe coverage - fit-out	3,618 m ²	54,270

Total C12 Fire Protection

3,618 m² £1.00 54,270

Ligar - EDGE
TMAC

Job No: 1012b

Description	Trade	Quantity	Rate	Amount
C1 MECHANICAL				
C13 HVAC				
Heat Generation and Heat Transfer				
gas fired boiler H-11 at 1799 MBH		2 no	54,000.00	108,000
expansion tanks		1 ls	5,000	
boiler vent		1 ls	10,000	
direct heating pump P-6		2 no	7,500.00	15,000
trigester heat generation shared cost to amenny		1 ls	27,600.00	27,600
make-up air H/C heat exchanger E-16 & 17 at 485 MBH		2 no	12,000.00	24,000
make-up pre H/C heat exchanger E-21 & 22 at 180 MBH		2 no	3,500.00	7,000
geothermal room pump P-16		2 no	4,000.00	8,000
MUA H/C circ pump P-33&34		2 no	2,000.00	4,000
MUA H/C HEX pump P-19 & 20		2 no	1,500.00	3,000
MUA pre H/C circ pump P-17 & 18		2 no	1,500.00	3,000
MUA pre-H/C HEX pump P-31 & 32		2 no	1,200.00	2,400
glycol feeder		1 ls	5,000	
(Subtotal Heat Generation and Heat Transfer \$170800)				
Air Handlers and Fans				
make-up air unit E-11 & 14, 5000 cfm c/w glycol pre heat		2 no	30,000.00	60,000
coil, heating coil, etc.				
ground source heat pumps:				
type C heat/cool 14000/18800 MBH		1 no	3,900.00	3,900
type D heat/cool 18100/25900 MBH		2 no	5,200.00	10,400
type E heat/cool 14800/18800 MBH		6 no	3,900.00	23,400
type F heat/cool 23200/18500 MBH		21 no	4,200.00	88,200
type G heat/cool 31000/28300 MBH		16 no	5,700.00	91,200
type H heat/cool 40300/30000 MBH		17 no	6,600.00	112,200
type I heat/cool 45100/36000 MBH		1 no	6,600.00	6,600
type K heat/cool 57200/48000 MBH		1 no	5,800.00	5,800
type M heat/cool 79500/72000 MBH		2 no	11,000.00	22,000
exhaust fans:				
F-1 at 100 cfm		2 no	300.00	600
F-2 at 100 cfm		8 no	300.00	2,400
F-49 at 800 cfm		1 no	800.00	800
F-50 at 900 cfm		1 no	900.00	900
F-51 at 5000 cfm		1 no	3,500.00	3,500
F-52 at 170 cfm		1 no	510.00	510
F-61 at 100 cfm		1 no	300.00	300
F-62 at 200 cfm		1 no	500.00	500
F-63 at 1400 cfm		1 no	1,400.00	1,400
F-64 at 800 cfm		1 no	800.00	800
(Subtotal Air Handlers and Fans \$438410)				
Miscellaneous				
testing and balancing		1s		12,500
(Subtotal Miscellaneous \$12500)				

Lugar + EDGE
TMAC

Job No: 1012b

Description	Trade	Quantity	Rate	Amount
C1 MECHANICAL				
Heating Devices				
entrance H-1		2 no	1,250.00	2,500
star H-2		2 no	1,250.00	2,500
entrance ceiling H-15		1 no	1,500.00	1,500
(Subtotal Heating Devices \$6500)				
Piping				
geothermal heat pump piping mains		100 m	300.00	30,000
heat pump piping		1,350 m	150.00	202,500
condensate drain		400 m	80.00	32,000
allowance for mechanical room piping c/tv insulation		150 m	230.00	34,500
gas connection for boilers		1 ls		1,500
direct heating piping tie into existing risers, boiler rooms		1 ls		1,000
(Subtotal Piping \$301500)				
Ductwork Distribution & Devices				
galvanized sheet metal duct		0,000 kg	23.00	207,000
round duct		550 m	70.00	38,500
insulation / lining		1,250 m2	27.00	33,750
supply air diffusers		41 no	175.00	7,175
supply air registers		211 no	125.00	26,375
return/exhaust air grilles		45 no	100.00	4,500
dampers, wall box, etc.		1 ls		7,500
silencers		1 ls		7,500
(Subtotal Ductwork, Distribution & Devices \$312300)				
Total C13 HVAC		3,615 m2	348.81	1,262,010
C14 Controls				
boiler plant		1 ls		15,000
make-up air units		2 no	10,000.00	20,000
heat pumps		67 no	1,500.00	100,500
heating devices		5 no	1,000.00	5,000
fans		1 ls		15,000
Total C14 Controls		3,615 m2	42.08	155,500
TOTAL C1 MECHANICAL		3,615 m2	468.27	1,094,190

ALTIUS GROUP

File #10126 - Lisgar (Edge) - IMAC Fit-Out Mechanical (Nov 11, 2013)

Date : 12/5/2013

IMAC - Base

Description	Type	Quantity	Rate	Amount
C1 MECHANICAL				
	<i>Area</i>			
Total GEA		3,618 m2		

C11 Plumbing & Drainage

Plumbing & Drainage

connected to existing domestic water line c/w meter	1 no	1,000.00	1,000
domestic water sub-meter	1 no	500.00	500
point of use water heater, electric, workshop/classroom sink, allowance	6 no	250.00	1,500
point of use water heater, electric-artist residence	2 no	750.00	1,500
point of use water heater, electric-washrooms	4 no	1,000.00	4,000
domestic cold water pipe c/w insulation	325 m	85.00	27,625
domestic hot water pipe c/w insulation	155 m	85.00	13,175
Sanitary & vent pipe	420 m	90.00	37,800
floor drain	14 no	350.00	4,900
kitchen/ workshop rough ins	4 no	1,000.00	4,000
plumbing fixtures rough ins	90 no	250.00	22,500
(Subtotal Plumbing & Drainage \$118,500)			

Total C11 Plumbing & Drainage

3,618 m2

32.75

118,500

C12 Fire Protection

second floor base	3,470 m2	25.20	87,444
Total C12 Fire Protection	3,618 m2	24.17	87,444

C13 HVAC

HVAC

cooling	1 ls	18,000.00	18,000
heating	1 ls	16,000.00	16,000
air Handlers and Fans	1 ls	160,000.00	160,000
miscellaneous	1 ls	25,000.00	25,000
piping	1 ls	115,000.00	115,000
(Subtotal HVAC \$334,000)			

Total C13 HVAC

3,618 m2

92.32

334,000

ALTUS GROUP

File : #10126 - Ligar (Edge) / TMACT It-Out Mechanical (Nov 11, 2013)
Date : 12/5/2013

TMAC - Base

Description	Trade	Quantity	Rate	Amount
C14 Controls				
second floor base		1.1s	00 000.00	000.00
Total C14 Controls		3.618 m2	24.00	90,000
TOTAL C1 MECHANICAL		3.618 m2	174.00	629,944

Reference	Specified	Comments
4-1000-1-142 (S-1000-1-142)	1000	
4-1000-1-143 (S-1000-1-143)	1000	
4-1000-1-144 (S-1000-1-144)	1000	
4-1000-1-145 (S-1000-1-145)	1000	
4-1000-1-146 (S-1000-1-146)	1000	

Instructions:

1. This sheet contains the required quantities and descriptions of items to be furnished by the Contractor.
2. If any item is omitted or deleted, it must be so indicated.
3. Any other quantity or description.
4. Light & heavy tools and fixtures.
5. Power supplies, instruments, and equipment.
6. Tools & working equipment & fixtures on the Contract.

Instructions:

1. Price - required.
2. Current duplicate equipment is continuing in service, add.
3. Equipment required & to be supplied - furnished by others.
4. Any other quantity or description.
5. Any other quantity or description.



Alta Group Cost Consulting

Date : November 11 13

Lisgar St - TMAC
Toronto, Ontario

:10126

TMAC - Shell Only

Description	Quantity	Rate	Amount
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Electrical Summary

Cost m2

TMAC			
C21 Distribution	3,618 m ²	202.45	\$ 732,474
C22 Lighting & Power	3,618	111.81	404,525
C23 Systems	3,618	47.13	170,511
	3,618	43.52	157,425

Total - TMAC - Shell Only	3,618 m²	202.45 \$	\$ 732,474
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Electrical Summary

Cost m2

TMAC			
C21 Distribution	3,618 m ²	170.30	616,144
C22 Lighting & Power	3,618	111.81	404,525
C23 Systems	3,618	39.15	141,736
C22 Lighting Fixtures	3,618 m ²	7.95	28,773.00
C23 Security	3,618 m ²	12.16	44,000.00
C23 Communication	3,618 m ²	12.04	43,555.50

Total - TMAC - Shell Only	3,618 m²	202.45 \$	\$ 732,474
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Project Statistics:

Total GFA (m²):	3,618
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Electrical Summary

Cost m2

C21 Distribution	3,618 m ²	111.81 \$	404,525
C22 Lighting & Power	3,618 m ²	39.15 \$	141,736
C22 Light Fixtures	3,618 m ²	7.95 \$	28,773
C23 Fire Alarm	3,618 m ²	19.32 \$	69,883
C23 Communication	3,618 m ²	12.04 \$	43,555
C23 Security	3,618 m ²	12.16 \$	44,000
C23 Lightning Protection	3,618 m ²	0.00 \$	-

Total - TMAC - Shell Only	3,618 m²	202.45 \$	\$ 732,474
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Altus Group Cost Consulting

Date : November 11 '13

Lisgar St - TMAC
Toronto, Ontario

#10126

TMAC - Shell Only

Description	Quantity	Rate	Amount
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C2 Electrical

C21 Service & Distribution

C211 Equipment

High voltage switchgear

Low voltage switchgear

Main switchboard 1200amp 600 V	1 no	66000.00	66 000.00
Distribution board 1000amps 208v	2 no	40000.00	50 000.00
Check Meter cabinets	6 no	500.00	4 000.00
C/Ts	12 no	50.00	600.00
Splitter - 100amp	1 no	1000.00	1 000.00
Splitter - 60amp	1 no	900.00	900.00
Overhead & Mark-up	1 no	12200.00	12 200.00
Permit inspection & job setup	1 no	3050.00	3 050.00

Sub Total Equipment	3 618 m ²	46.37 \$	167 30
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C212 Auxiliary power equipment

Emergency generator

Emergency diesel generator set	0 no	0.00	0.00
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UPS

UPS - 1hr rating	1 no	25000.00	25 000.00
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Transfer switches

Generator control equipment

Generator control panel	0 no	0.00	0.00
Overhead & Mark-up	1 no	2000.00	2 000.00
Permit inspection & job setup	1 no	500.00	500.00

Sub Total Auxiliary power equipment	3 618 m ²	7.60 \$	27 500
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Altair Group Cost Consulting

Date : November 11 13

Lisgar St - IMAC
Toronto, Ontario

710126

IMAC - Shell Only

Description	Quantity	Rate	Amount
C213 Distribution			
Panels			
Panels 400 amp	6 no	4000.00	24 000.00
Panels 225 amp	3 no	2250.00	6 750.00
Panels 125 amp	12 no	1500.00	18 000.00
Panels 60 amp	1 no	900.00	900.00
Lighting control panel - public spaces	1 no	10000.00	See Fit-out
Distribution Transformers			
Transformer 450 KVA	2 no	10250.00	40 500.00
Transformer 150 KVA	1 no	6750.00	6 750.00
Transformer 75 KVA	1 no	3375.00	3 375.00
Transformer 15 KVA	1 no	675.00	675.00
Transformer - allowance for heat pump	1 no	1000.00	1 000.00
Feeders			
Building Feeders	35 no	1500.00	49 500.00
Mechanical - power supplies (30amp)	11 no	600.00	6 600.00
Pumps - 25amp	2 no	400.00	800.00
Heat pumps	64 no	400.00	25 600.00
Fans	17 no	200.00	3 400.00
Elevator power supplies	2 no	1200.00	2 400.00
Overhead & Mark-up	1 no	15220.00	15 220.00
Permit inspection & job setup	1 no	3505.00	3 505.00
Sub Total Distribution	3 615 m ²	37.84 \$	139 273
C214 MCC			
MCC	0 no	0.00	0.00
Overhead & Mark-up	1 no	0.00	0.00
Permit inspection & job setup	1 no	0.00	0.00
Sub Total MCC	3 615 m ²	0.00 \$	-
C21 Total Service and Distribution	3 615 m ²	111.81 \$	404 548

Altus Group Cost Consulting

Date : November 11 13

Lingar St - TMAC
Toronto, Ontario

#10126

TMAC - Shell Only

Description	Quantity	Rate	Amount
C22 Lighting devices & heating			
Fixture type - A1	109 no	250.00	See Fit-out
Fixture type - A2	64 no	100.00	See Fit-out
Fixture type - A3	15 no	160.00	See Fit-out
Fixture type - A4	76 no	220.00	See Fit-out
Fixture type - A5	34 no	200.00	See Fit-out
Fixture type - B	4 no	200.00	See Fit-out
Fixture type - C	167 no	160.00	See Fit-out
Fixture type - D	3 no	180.00	See Fit-out
Fixture type - DM	120 lt	60.00	See Fit-out
Fixture type - E	24 no	220.00	See Fit-out
Fixture type - Emergency - double head	133 no	75.00	9 225.00
Fixture type - Emergency - double head c/w battery	25 no	350.00	5 750.00
Fixture type - Exit light	80 no	135.00	10 800.00
Fixture type - F - Track	327 lt	20.00	See Fit-out
Fixture type - F - spotlight	124 no	160.00	See Fit-out
Fixture type - G1	17 no	175.00	See Fit-out
Fixture type - G2	13 no	200.00	See Fit-out
Fixture type - H	9 no	200.00	See Fit-out
Fixture type - I	4 no	100.00	See Fit-out
Fixture type - K	12 no	200.00	See Fit-out
Fixture type - L	49 no	200.00	See Fit-out
Fixture type - M	40 no	275.00	See Fit-out
Fixture type - N - Spot light	9 no	200.00	See Fit-out
Fixture type - N - Track	30 lt	20.00	See Fit-out
Fixture type - P - Track	942 lt	50.00	See Fit-out
Fixture type - P - Spotlight	27 no	500.00	See Fit-out
Fixture type - R	10 no	200.00	See Fit-out
Fixture type - R1	3 no	200.00	See Fit-out
Fixture type - Theatre step light allowance	1 ls	5000.00	See Fit-out
Fixture type - under cabinet light	2 no	90.00	See Fit-out
Conduit & wire	218 no	90.00	20 520.00
Fixture installation	226 no	30.00	6 840.00
Single pole switches	68 no	45.00	See Fit-out
Single pole switches - D	41 no	100.00	See Fit-out
Master switch	2 no	500.00	See Fit-out

Altus Group Cost Consulting

Date : November 11 13

Linar St - IMAC
Toronto, Ontario

#10126

IMAC - Shell Only

Description	Quantity	Rate	Amount
Twistlock receptacle - cinema	15 no	250.00	See Fit-out
Duplex receptacle switched - cinema	59 no	200.00	See Fit-out
Duplex receptacle DBI - cinema	12 no	350.00	See Fit-out
Duplex receptacle GFI - cinema	17 no	150.00	See Fit-out
Duplex receptacle	496 no	130.00	64,740.00
Duplex receptacle - GFI	23 no	140.00	3,220.00
Duplex receptacle - split	13 no	140.00	1,820.00
Receptacle - Quad	1 no	275.00	275.00
Receptacle - Range	3 no	120.00	360.00
Receptacle - Twist-lock	57 no	250.00	See Fit-out
Power connection	17 no	150.00	2,550.00
Floor mounted (2 ² duplex receptacle, phone outlet & data)	9 no	750.00	See Fit-out
Floor mounted (duplex receptacle & 5 ² data)	30 no	700.00	See Fit-out
Floor mounted (duplex receptacle & 4 ² data)	16 no	620.00	See Fit-out
Floor mounted (duplex receptacle & 7 ² data)	4 no	660.00	See Fit-out
Floor mounted duplex receptacle	3 no	350.00	See Fit-out
Floor mounted duplex receptacle (2 ²)	1 no	650.00	See Fit-out
Floor mounted duplex receptacle & data	3 no	400.00	See Fit-out
Floor mounted duplex receptacle (4 ²)	1 no	1000.00	See Fit-out
Camlock connectors	2 no	1200.00	See Fit-out
Ceiling mounted duplex	15 no	200.00	3,000.00
Projector - rough-in	11 no	400.00	4,400.00
Camera rough-in	5 no	300.00	1,500.00
Card reader	23 no	300.00	6,900.00
Push button	8 no	950.00	7,600.00
Door strikes	24 no	90.00	2,160.00
Intercom outlet	1 no	150.00	150.00
State security panel	1 no	200.00	200.00
Overhead & Mark-up	1 no	12,400.80	12,400.80
Permit inspection & job setup	1 no	3400.20	3,400.20

C22 Total Lighting, Devices and Heating	3,616 m²	47.13 \$	170,511
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Altus Group Cost Consulting

Date: November 11 '13

Linar St - IMAC
Toronto, Ontario

#10126

IMAC - Shell Only

Description	Quantity	Rate	Amount
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C23 Systems & Ancillaries

C232 Fire Alarm

Main fire alarm panel - (pre-action releasing panel)	1 no	5000.00	5 000.00
Fire alarm speakers	6 no	50.00	300.00
Fire alarm speakers/strobe	117 no	150.00	17 550.00
Smoke detectors	51 no	35.00	1 785.00
Pull station	25 no	25.00	625.00
Handset	6 no	160.00	960.00
Conduit & wire	205 no	110.00	22 550.00
Installation	205 no	35.00	7 175.00
Verification	205 no	21.00	4 305.00
Independent Verification	205 no	16.00	3 280.00
Overhead & Mark-up	1 no	5062.40	5,062.40
Permit inspection & job setup	1 no	1270.60	1,270.60

Sub Total Fire Alarm	3,615 m ²	19.32 \$	69,553
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C232 Communication

Telephone outlet	57 no	100.00	5 700.00
Telephone data outlet	34 no	175.00	5 950.00
Data outlet	37 no	150.00	5 550.00
Data outlet 2	19 no	175.00	3 325.00
Data outlet 3	5 no	200.00	1 000.00
Data outlet 4	16 no	230.00	3 680.00
Data outlet 5	15 no	250.00	3 750.00
Data outlet 6	12 no	270.00	3 240.00
Data outlet 7	12 no	300.00	3 600.00
TV - outlet	7 no	150.00	300.00
A/V Back box (2 Gang deep)	12 no	50.00	See Fit-out
A/V back box (1 Gang deep)	21 no	35.00	See Fit-out
A/V back box (Custom)	2 no	150.00	See Fit-out
A/V back box (100x10x100)	4 no	35.00	See Fit-out
A/V back box (200x200x100)	2 no	100.00	See Fit-out
A/V back box (300x300x150)	13 no	130.00	See Fit-out
BUS port - A/V (rough-in)	5 no	200.00	See Fit-out
Speakers - A/V (rough-in)	11 no	200.00	See Fit-out
Empty conduit (cinema) - allowance	1 ls	7200.00	See Fit-out
Internet data cables	0 no	0	Not Included
Telephone cables	0 no	0	Not Included
TV cables	0 no	0	Not Included
Cable tray - allowance	1 lot	3 500.00	3 500.00
Overhead & Mark-up	1 no	3167.60	3 167.60
Permit inspection & job setup	1 no	791.90	791.90

Sub Total Communication	3,615 m ²	12.01 \$	43,553
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Altus Group Cost Consulting

Date : November 11 13

Lisgar St - TMAC
Toronto, Ontario

#10126

TMAC - Shell Only

Description	Quantity	Rate	Amount
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C233 Security Equipment

CCTV camera	5 no	1,200	6 000.00
Card readers	13 no	1,000	13 000.00
Enterphone system	1 no	5000	5 000.00
Headend equipment	1 no	10000	10 000.00

Sub Total Security Equipment	3,615 m ²	12.16 \$	44,000
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C233 Lightning Protection

Lightning protection - allowance	m ²	1.55	Inc in Tower
Overhead & Mark-up	1 no	0.00	Inc in Tower
Permit, inspection & job setup	1 no	0.00	Inc in Tower

Sub Total Lighting Protection	3,615 m ²	0.00 \$	-
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C23 Total Systems	3,615 m ²	43.52 \$	157,438
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C2 Total Electrical - TMAC - Shell Only	3,615 m ²	202.45	732,474
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Albus Group Cost Consulting

Date : November 11 13

Lisgar St + TMAC
Toronto, Ontario

#10126

TMAC - Fit-out

Description	Quantity	Rate	Amount
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Electrical Summary

Cost m2

TMAC - Fit-out	3 618 m2	139.06	\$ 573 483
C21 Distribution	3 615	3.04	\$11 000
C22 Lighting & Power	3 615	59.23	\$222 835
C23 Systems	3 615	6.02	\$21 775

Total - TMAC - Fit-out	3 618 m2	139.06	\$ 573 483
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Electrical Summary

Cost m2

Total	3 618 m2	92.27	\$333 535
C21 Distribution	3 615	3.04	\$11 000
C22 Lighting & Power	3 615	59.23	\$222 835
C23 Systems	3 615	0.00	\$ 0
C22 Lighting Fixtures	3 615 m2	60.77	\$219 570.00
C23 Security	3 615 m2	0.00	\$ 0.00
C23 Communication	3 615 m2	6.02	\$21 774.50

Total - TMAC - Fit-out	3 618 m2	139.06	\$ 573 483
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Project Statistics:

Total GFA (m2)	3 618
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Electrical Summary

Cost m2

C21 Distribution	3 615 m2	3.04	\$ 11 000
C22 Lighting & Power	3 615 m2	59.23	\$ 222 835
C22 Light Fixtures	3 615 m2	60.77	\$ 219 570
C23 Fire Alarm	3 615 m2	0.00	\$ 0
C23 Communication	3 615 m2	6.02	\$ 21 775
C23 Security	3 615 m2	0.00	\$ 0
C23 Lightning Protection	3 615 m2	0.00	\$ 0

Total - TMAC - Fit-out	3 618 m2	139.06	\$ 573 483
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Altus Group Cost Consulting

Date: November 11 13

Lugar St - TMAC
Toronto, Ontario

#10126

TMAC - Fit-out

Description	Quantity	Rate	Amount
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C2 Electrical

C21 Service & Distribution

C211 Equipment

High voltage switchgear

Low voltage switchgear

Man switchboard 1200amp 600 V	1 no	66000.00	See Shell
Distribution board 1600amps 208v	2 no	40000.00	See Shell
Check Meter cabinets	7 no	500.00	See Shell
CT's	12 no	50.00	See Shell
Splitter - 100amp	1 no	1000.00	See Shell
Splitter - 60amp	1 no	900.00	See Shell
Overhead & Mark-up	1 no	0.00	0.00
Permit, inspection & job setup	1 no	0.00	0.00

Sub Total Equipment	3,619 m ²	0.00 \$	-
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C212 Auxiliary power equipment

Emergency generator			
Emergency diesel generator set	0 no	0.00	0.00

UPS

UPS - 1hr rating	1 no	25000.00	See Shell
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Transfer switches

Generator control equipment			
Generator control panel	0 no	0.00	0.00
Overhead & Mark-up	1 no	0.00	0.00
Permit, inspection & job setup	1 no	0.00	0.00

Sub Total Auxiliary power equipment	3,619 m ²	0.00 \$	-
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Altus Group Cost Consulting

Date : November 11 13

Ligar St - IMAC
Toronto Ontario

#10126

IMAC - Fit-out

Description	Quantity	Rate	Amount
C213 Distribution			
Panels			
Panels 400 amp	6 no	4000.00	See Shell
Panels 225 amp	3 no	2250.00	See Shell
Panels 125 amp	12 no	1500.00	See Shell
Panels 60 amp	1 no	900.00	See Shell
Lighting control panel - public spaces	1 no	10000.00	10,000.00
Distribution Transformers			
Transformer 450 KVA	2 no	20250.00	See Shell
Transformer 150 KVA	1 no	6750.00	See Shell
Transformer 75 KVA	1 no	3375.00	See Shell
Transformer 45 KVA	1 no	675.00	See Shell
Transformer - allowance for heat pump	1 no	1000.00	See Shell
Feeders			
Building Feeders	33 no	1500.00	See Shell
Mechanical power supplies (30amp)	11 no	600.00	See Shell
Pumps - 25amp	2 no	400.00	See Shell
Heat pumps	71 no	400.00	See Shell
Fans	17 no	200.00	See Shell
Elevator power supplies	2 no	1200.00	See Shell
Overhead & Mark-up	1 no	500.00	500.00
Permit inspection & job setup	1 no	200.00	200.00
Sub Total Distribution	3,618 m ²	3.04 \$	11,000

C214 MCC

MCC	0 no	0.00	0.00
Overhead & Mark-up	1 no	0.00	0.00
Permit inspection & job setup	1 no	0.00	0.00
Sub Total MCC			
	3,618 m ²	0.00 \$	

C21 Total Service and Distribution	3,618 m ²	3.04 \$	11,000
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Alma Group Cost Consulting

Date : November 11 13

Liesgar St. TMAC
Toronto Ontario

#10126

TMAC - Fit-out

Description	Quantity	Rate	Amount
C22 Lighting devices & heating			
Fixture type - A1	109 no	150.00	16 620.00
Fixture type - A2	61 no	120.00	7 320.00
Fixture type - A3	15 no	150.00	2 250.00
Fixture type - A4	76 no	150.00	11 400.00
Fixture type - A5	31 no	200.00	6 200.00
Fixture type - B	4 no	150.00	720.00
Fixture type - C	167 no	160.00	26 720.00
Fixture type - D	3 no	200.00	600.00
Fixture type - DM	120 lt	60.00	7 200.00
Fixture type - E	23 no	150.00	4 320.00
Fixture type - Emergency - double head	0 no	75.00	See Shell
Fixture type - Emergency - double head c/w battery	0 no	350.00	See Shell
Fixture type - Exit light	0 no	135.00	See Shell
Fixture type - F - Track	327 lt	20.00	6 540.00
Fixture type - F - Spot light	121 no	160.00	19 360.00
Fixture type - G1	17 no	200.00	3 400.00
Fixture type - G2	13 no	200.00	2 600.00
Fixture type - H	9 no	150.00	3 150.00
Fixture type - J	4 no	100.00	400.00
Fixture type - K	12 no	200.00	2 400.00
Fixture type - L	19 no	260.00	12 740.00
Fixture type - M	40 no	275.00	11 000.00
Fixture type - N - Spot light	9 no	200.00	1 800.00
Fixture type - N - Track	30 lt	20.00	600.00
Fixture type - P - Track	942 lt	50.00	47 100.00
Fixture type - P -Spot light	27 no	500.00	13 500.00
Fixture type - R	10 no	200.00	2 000.00
Fixture type - R2	5 no	350.00	1 750.00
Fixture type - Theatre step light allowance	1 lt	5000.00	5 000.00
Fixture type - under cabinet light	2 no	90.00	180.00
Conduit & wire	549 no	110.00	93 431.25
Fixture installation	1046 no	50.00	52 275.00
Dimmer circuits - Conduit & wire	56 no	150.00	12 900.00
Single pole switches	65 no	45.00	3 060.00
3-way switches	12 no	65.00	780.00
Single pole switches - D	41 no	100.00	4 100.00
Master switch	2 no	500.00	1 000.00

Alta Group Cost Consulting

Date : November 11 13

Lisgar St + TMAC
Toronto, Ontario

#1012b

TMAC + Fit-out

Description	Quantity	Rate	Amount
Duplex receptacle - cinema	15 no	160.00	2,480.00
Duplex receptacle, switched - cinema	59 no	200.00	11,800.00
Duplex receptacle DMI - cinema	12 no	350.00	4,200.00
Pipe grid receptacle, DMI - cinema	47 no	500.00	23,500.00
Duplex receptacle GFI - cinema	17 no	150.00	2,550.00
Duplex receptacle	495 no	130.00	See Shell
Duplex receptacle - GFI	23 no	150.00	See Shell
Duplex receptacle - split	13 no	150.00	See Shell
Receptacle - Quad	1 no	275.00	See Shell
Receptacle - Range	3 no	120.00	See Shell
Receptacle - Twist-lock	57 no	250.00	14,250.00
Power connection	17 no	150.00	See Shell
Floor mounted (2# duplex receptacle, phone outlet & data)	9 no	600.00	5,400.00
Floor mounted (duplex receptacle & 3# data)	20 no	325.00	10,500.00
Floor mounted (duplex receptacle & 3# data)	4 no	375.00	1,500.00
Floor mounted (duplex receptacle & 4# data)	16 no	450.00	7,200.00
Floor mounted (duplex receptacle & 7# data)	4 no	675.00	2,700.00
Floor mounted (2# duplex receptacle & 5# data)	3 no	525.00	1,575.00
Floor mounted duplex receptacle	3 no	200.00	600.00
Floor mounted duplex receptacle (2#)	1 no	500.00	500.00
Floor mounted duplex receptacle & data	11 no	250.00	2,750.00
Floor mounted duplex receptacle (4#)	1 no	550.00	550.00
Conduit & wire for above floor boxes	72 no	150.00	10,800.00
Camlock connectors	2 no	1200.00	2,400.00
Ceiling mounted duplex	15 no	200.00	See Shell
Projector - rough-in	11 no	400.00	See Shell
Camera rough-in	5 no	300.00	See Shell
Card reader	23 no	300.00	See Shell
Push button	9 no	950.00	See Shell
Door strikes	24 no	90.00	See Shell
Intercom outlet	1 no	150.00	See Shell
Suite security panel	1 no	200.00	See Shell
Miscellaneous systems - empty conduit	lot	10000.00	Inc. in Base Scope
Overhead & Mark-up	1 no	39469.70	39,469.70
Permit inspection & job setup	1 no	9567.43	9,567.43

C.22 Total Lighting, Devices and Heating	3,618 m ²	150.00 \$	542,765
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Alta Group Cost Consulting

Date : November 11 13

Lisgar St - IMAC
Toronto, Ontario

#10156

IMAC - Fit-out

Description	Quantity	Rate	Amount
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C23 Systems & Ancillaries

C232 Fire Alarm

Main fire alarm panel - (pre-action releasing panel)	1 no	5000.00	See Shell
Fire alarm speakers	6 no	50.00	See Shell
Fire alarm speakers-strobe	117 no	150.00	See Shell
Smoke detectors	31 no	35.00	See Shell
Pull station	25 no	25.00	See Shell
Handset	6 no	160.00	See Shell
Conduit & wire	205 no	110.00	See Shell
Installation	205 no	35.00	See Shell
Verification	205 no	21.00	See Shell
Independent Verification	205 no	16.00	See Shell
Overhead & Mark-up	1 no	0.00	0.00
Permit inspection & job setup	1 no	0.00	0.00

Sub Total Fire Alarm	3.615 m ²	0.00	5	-
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C232 Communication

Telephone outlet	57 no	100.00	See Shell
Telephone data outlet	34 no	175.00	See Shell
Data outlet	37 no	150.00	See Shell
Data outlet 2	19 no	175.00	See Shell
Data outlet 3	5 no	200.00	See Shell
Data outlet 4	16 no	230.00	See Shell
Data outlet 5	15 no	250.00	See Shell
Data outlet 6	11 no	270.00	See Shell
Data outlet 7	12 no	300.00	See Shell
TV - outlet	2 no	150.00	See Shell
A/V Back box (2 Gang deep)	15 no	50.00	900.00
A/V back box (1 Gang deep)	23 no	35.00	805.00
A/V back box (floor box)	5 no	250.00	1 250.00
A/V back box (Custom)	2 no	150.00	300.00
A/V back box (100x10x100)	4 no	35.00	140.00
A/V back box (200x200x100)	1 no	100.00	200.00
A/V back box (300x300x150)	13 no	130.00	1 690.00
BUS port - A/V (rough-in)	5 no	200.00	1 000.00
Speakers - A/V (rough-in)	11 no	200.00	2 200.00
Empty conduit (cinema) - allowance	1 ls	10 710.00	10 710.00
Internet data cables	0 no	0	Not Included
Telephone cables	0 no	0	Not Included
TV cables	0 no	0	Not Included
Cable tray - allowance	1 lot	3 500.00	
Overhead & Mark-up	1 no	1583.60	1 583.60
Permit inspection & job setup	1 no	395.90	395.90

Sub Total Communication	3.615 m ²	0.02	5	21 733
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Altus Group Cost Consulting

Date : November 11 13

Lisgar St - IMAC
Toronto Ontario

#1012b

IMAC - Fit-out

Description	Quantity	Rate	Amount
C23 Security Equipment			
CCTV camera	5 no	1 500	See Shell
Card readers	23 no	1 000	See Shell
Enterprise system	1 no	5000	See Shell
Sub Total Security Equipment	3,618 m2	0.00 \$.
C233 Lightning Protection			
Lightning protection - allowance	0 m2	1.85	Inc. in Tower
Overhead & Mark-up	1 no	0.00	Inc. in Tower
Permit inspection & job setup	1 no	0.00	Inc. in Tower
Sub Total Lightning Protection	3,618 m2	0.00 \$.
C23 Total Systems	3,618 m2	6.02 \$	21,773
C2 Total Electrical - IMAC - Fit-out:	3,618 m2	150.00	541,831

SCHEDULE "H"

INTENTIONALLY DELETED

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