AlixPartners

No. S264225
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF SYMPHONY HOMES (MOONLIGHT SONATA) LIMITED, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., SYMPHONY HOMES (WAYBURNE) LTD., and 663466 B.C. LTD.

PETITIONERS

FOURTH REPORT OF ALIXPARTNERS RESTRUCTURING, INC. AS MONITOR

September 29, 2026

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1.0 Introduction

1. Pursuant to an initial order (the "Initial Order") pronounced by the Supreme Court of British Columbia (the "Court") on June 17, 2026 (the "Filing Date"), Symphony Homes (Moonlight Sonata) Limited, formerly known as 1197101 B.C. Ltd. (the "Nominee"), 1168386 B.C. Ltd. ("386"), 1197030 B.C. Ltd. ("030"), 1197062 B.C. Ltd. ("062", and together with 386 and 030, the "Beneficial Owners") and 663466 B.C. Ltd. (the "Corporate Guarantor", and collectively with the Nominee and the Beneficial Owners, the "Petitioners" or "Debtors") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA" and the proceedings thereunder, the "CCAA Proceedings"), and AlixPartners Restructuring, Inc. ("Alix") was appointed as monitor in the CCAA Proceedings (in such capacity, the "Monitor"). Symphony Homes (Wayburne) Ltd. ("Symphony Wayburne") was subsequently added as a Petitioner in the CCAA Proceedings pursuant to the ARIO (as defined below).

2. The principal purpose of the CCAA Proceedings is to stabilize the Debtors' operations, secure interim financing, complete construction of the Debtors' principal asset, the "Moonlight Sonata" residential townhome project (the "Project"), and maximize value for the benefit of stakeholders, including existing pre-sale purchasers.

3. The procedural history of these CCAA Proceedings is summarized below:

   a) pursuant to the Initial Order, the Court, among other things: (i) granted a stay of proceedings (the "Stay of Proceedings") in favour of the Debtors to and including June 26, 2026 (the "Stay Period"); (ii) authorized the Monitor to monitor, operate and control the Debtors' bank accounts, including the *Builders Lien Act* holdback account, and required the Monitor's approval for all disbursements and purchase commitments in excess of $10,000 for any single transaction or $25,000 in the aggregate (the "Disbursement Threshold"); (iii) authorized the Debtors to borrow under an interim financing credit facility made available to the Debtors by KingSett Mortgage Corporation ("KingSett", and in such capacity, the "Interim Lender") in the aggregate principal amount of up to $27,900,000 (the "Interim Financing Facility"), provided that borrowings thereunder not exceed $500,000 absent further order of the Court; (iv) granted a charge on all of the Debtors' current and future assets, property and undertaking (collectively, the "Property") up to a maximum amount of $150,000 (the "Administration Charge"); and (v) granted a charge on the Property in favour of the Interim Lender, ranking behind the Administration Charge (the "**Interim Lender's Charge**");

b) at the comeback hearing held on June 26, 2026, the Court granted an amended and restated initial order (the "ARIO") which, among other things: (i) extended the Stay Period to and including July 31, 2026; (ii) increased the authorized borrowings under the Interim Financing Facility from $500,000 to $1,000,000; and (iii) added Symphony Wayburne as a "Petitioner" or "Debtor" in the CCAA Proceedings;

c) on July 31, 2026, the Monitor (on behalf of the Petitioners) and KingSett executed an amendment to the Interim Financing Facility to add Symphony Wayburne as a borrower entity (the "Amended Interim Financing Facility"). The Amended Interim Financing Facility was later corrected after consultation between the Monitor and KingSett to fix inadvertent errors describing the borrower parties;

d) at a hearing held on July 29, 2026, the Court granted an order (the "Enhanced Powers Order") which, among other things: (i) granted the Monitor enhanced powers to manage and control the business and affairs of the Debtors (the "Enhanced Powers"); (ii) authorized the Monitor to pay certain pre-filing amounts owing to critical suppliers of the Debtors, up to a maximum of $500,000 in the aggregate; and (iii) extended the Stay Period to and including September 11, 2026; and

e) on August 18, 2026, the Petitioners filed a Notice of Appeal with the British Columbia Court of Appeal seeking leave to appeal the Enhanced Powers Order (the "Appeal"). The Petitioners have not obtained or sought to obtain a stay of the Enhanced Powers Order and, accordingly, the Enhanced Powers Order remains in full force and effect. A leave to appeal hearing is scheduled for October 27, 2026; and

f) at a hearing held on September 11, 2026, the Court granted an order which, among other things, extended the Stay Period to and including October 9, 2026.

1.1 Purposes of this Fourth Report

1. The purposes of this report (the "Fourth Report") are to:

   a) provide the Court with an update on the status of these CCAA Proceedings and the Project;

   b) report on the results of a request for proposals process (the "RFP") to solicit proposals from qualified parties to provide construction management and development management services in connection with the Project;

c) summarize the terms of a CCDC 5A Construction Management Contract – for Services (2010) contract dated September 28, 2026, between the Nominee and Townline Construction Inc. ("Townline Construction"), a real estate construction manager (the "Townline CM Contract"), pursuant to which Townline Construction, subject to Court approval, would act as construction manager to complete the Project;

d) summarize the terms of a Development Management Agreement dated September 29, 2026, between the Nominee and Townline Developments Inc. ("Townline Development" and together with Townline Construction, "Townline") (the "Townline DM Agreement" and together with Townline CM Contract, the "Townline Agreements"), pursuant to which Townline Development, subject to Court approval, would act as development manager to complete the Project;

e) summarize the status of ongoing budgeting work on the Project;

f) report on the updated cash flow forecast prepared by the Monitor for the period commencing on October 5, 2026 and ending December 20, 2026 (the "Cash Flow Forecast");

g) provide the Court with an update on the Monitor's activities since the date of the Third Report (as defined below);

h) discuss the rationale for the order (the "CM and DM Order") sought by the Monitor in its notice of application filed on September 29, 2026, which includes, among other things:

   i. approval of the Townline CM Contract and the Townline DM Agreement;

   ii. approval of the Amended Interim Financing Facility and approving increased borrowings under such facility from $1,000,000 to $7,500,000;

   iii. approval of an amendment to the Administration Charge, reducing the charge by $50,000 and removing the Debtors' counsel from the benefit of the charge; and

   iv. extending the Stay Period to and including December 18, 2026; and

i) provide the Monitor's recommendations in response to the notice of application filed by the Debtors on August 27, 2026 (the "466 Application"), which seeks: (i) the removal of the Corporate Guarantor as a petitioner in these CCAA Proceedings; and (ii) payment of certain post-filing construction management and services invoices.

1.2 Restrictions

1. In preparing this Fourth Report, the Monitor has relied upon the Debtors' audited and unaudited financial information, the books and records of the Debtors, information provided by third parties, including the Interim Lender and the Project's consultants, and discussions with the Debtors' representatives and legal counsel.

2. The Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Fourth Report in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own diligence.

3. An examination of the Cash Flow Forecast as outlined in the Chartered Professional Accountants of Canada Handbook has not been performed. Future oriented financial information relied upon in this Fourth Report is based upon assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. The Monitor expresses no opinion or other form of assurance on whether the Cash Flow Forecast will be achieved.

1.3 Currency

1. Unless otherwise noted, all currency references in this Fourth Report are in Canadian dollars.

2.0 Background

1. The Debtors are part of a broader group of development companies known as the Symphony Homes Group (collectively, the "Symphony Homes Group"), which is a real estate developer with its head office in Burnaby, British Columbia.

2. The Monitor has previously filed the following reports in these CCAA Proceedings: (i) the First Report of the Monitor dated June 26, 2026 (the "First Report"); (ii) the Second Report of the Monitor dated July 21, 2026 (the "Second Report"); (iii) the Supplement to the Second Report of the Monitor dated July 29, 2026 (the "Supplemental Report"); and (iv) the Third Report of the Monitor dated September 4, 2026 (the "Third Report"). The First Report, the Second Report, the Supplemental Report and the Third Report are collectively referred to as the "Prior Reports".

3. Detailed background information concerning the Debtors, the Project, the Debtors' secured creditors and these CCAA Proceedings is provided in the Prior Reports and is not repeated in this Fourth Report, other than as necessary to address the relief described herein.

2.1 The Project

1. The Project is a 130-unit townhouse development located at 3588 Wayburne Drive, Burnaby, British Columbia, comprising 90 for-sale townhomes and 40 rental townhomes. The Project is being completed in two phases. Phase 1 comprises the underground parkade and Blocks 1-5 and 9-13, being the 51 for-sale townhomes in Phase 1A ("Phase 1A") and the 40 rental townhomes in Phase 1B ("Phase 1B"), respectively. Phase 2 comprises Blocks 6-8, being the remaining 39 for-sale townhomes, and the associated parkade and podium work.

2. Of the 51 units in Phase 1A, 26 units are subject to executed agreements of purchase and sale that have not yet closed (the "Executed Sale Agreements", and such units, the "Sold Units") and 25 units remain unsold (the "Unsold Units"). The Executed Sale Agreements provide for deposits totalling $4,170,155 (the "Deposits"), of which $2,795,895 is held in trust with Dominion Law. As discussed in the Second Report, the Monitor continues to review the resulting apparent deposit shortfall, the two apparent missing sales and the related-party transactions identified in the Second Report.

3. The Executed Sale Agreements grant rescission rights to the purchasers if construction of the applicable unit is not completed by May 31, 2027 (the "Outside Date"). The Outside Date may be extended by up to 120 days at the Vendor's option on written notice to the purchaser. Accordingly, the timeline for remobilizing and completing construction of the Sold Units is a matter of material importance to the Debtors' stakeholders.

4. The Debtors' management previously advised the Monitor that Phase 1A is approximately 78% complete. In the Third Report, the Monitor reported that construction of the Project had been substantially inactive since Q4 2025. Pursuant to an Application Response dated September 10, 2026, the Petitioners advised that certain activities had occurred at the Project site since Q4 2025, including attendance by consultants and inspectors, as well as certain construction activities. The Monitor understands that while some development activity did occur during this period, such activity was limited in scope, as the Project has had no source of construction funding since Q4 2025.

5. As discussed further below, since the granting of the Enhanced Powers, the Monitor has learned that the City of Burnaby holds a registered covenant against the Project that requires the Debtors to complete Phase 1B prior to secured occupancies for Phase 1A.

6. KingSett is the Debtors' senior secured creditor. As at May 31, 2026, KingSett was owed approximately $59.6 million under its commitment letter financing for the Project (the "Credit Facilities"), exclusive of amounts advanced under the Interim Financing Facility. In addition, approximately 25 parties had registered construction liens against the Debtors' real property in the aggregate amount of approximately $7.5 million, and the Debtors' books and records indicated unsecured obligations of approximately $2.3 million.

7. Court materials filed in these CCAA Proceedings, including the Prior Reports, are available on the Monitor's case website (the "Case Website") at the following link: https://cdncases.alixpartners.com/experience/case/moonlight-sonata.

3.0 Path to Recommencing Construction

1. This section summarizes the principal steps required to remobilize the Project and recommence construction.

2. As discussed in the Third Report, on September 2, 2026, the Monitor entered into a service contract with Townline for the provision of limited administration and coordination of preliminary site preparation and stabilization services (the "Site Preservation Agreement").

3. Since early September 2026, Townline has been on site performing the site preservation and preparation activities including resecuring the perimeter fencing, addressing fall and trip hazards, clearing and organizing the parkade, installing weather protection, and conducting a field review of the existing work to identify areas requiring remedial attention. Townline has concurrently commenced pre-construction and development activities, including coordination with the Project's consultants, coordination with the regulatory authorities including the City of Burnaby, preparation of trade bid packages and assisting in the development of the construction budget and schedule. Construction itself has not recommenced, and expenditures to date remain limited to site security and maintenance, insurance, property taxes, the site preservation activities described above and the professional costs of these CCAA Proceedings.

3.1 Builders License and Building Permits

1. Following the granting of the Enhanced Powers Order, the Monitor reviewed the Debtors' records and worked with the applicable regulatory authorities and KingSett to confirm the status of the Debtors' building licenses and permits.

2. Through discussions with BC Housing, the Monitor learned that the Debtors' general contractor builders license #57465 issued to Symphony Wayburne (the "Contractor Builders License") expired on July 31, 2025, and was not renewed by the Debtors. BC Housing confirmed that an active general contractor builders license is required before restarting construction on the full scope of the Project.

3. Through its investigations, the Monitor also learned that two of the Debtors' required building permits for the Project are suspended or have expired:

   a) Master Building Permit BLD23-00239 (the "Master Building Permit") was suspended on September 10, 2025; and

   b) Excavation Permit BLD23-00594 (the "Excavation Permit") expired on September 1, 2025.

4. The Monitor understands that construction work on the Project cannot legally continue until the Master Building Permit and the Excavation Permit are returned to good standing. The Master Building Permit covers sub-permits issued for all 13 buildings in the Project, and work cannot continue on these buildings while the Master Building Permit is suspended.

5. The Monitor, with the assistance of Townline, is working with both BC Housing and the City of Burnaby to take steps to reapply or renew, as the case may be, in order to return the licenses and permits to good standing.

3.2 Home Warranties

1. The Debtors' insurance records indicate that Symphony Wayburne's membership in a 2-5-10 home warranty insurance program for the Project expired on November 19, 2025. As a result, the insurance provider delivered a notice of termination to Symphony Wayburne on June 26, 2026, terminating all home warranty policies issued under Symphony Wayburne's membership.

2. The Monitor, with the assistance of Townline, has engaged in discussions with the insurance provider and KingSett to secure reinstatement of the home warranty insurance policies, or the issuance of new policies.

3. Home warranty insurance is required for the Project under the Homeowner Protection Act (British Columbia) and is a precondition for any reinstatement or renewal of the Contractor Builders License and the Master Building Permit.

4.0 Townline Engagement and Approval

1. Following the granting of the Enhanced Powers Order, the Monitor undertook a review of the contractual arrangements governing the construction and development of the Project in order to assess the feasibility of the Project.

2. The Monitor, in consultation with KingSett, and with the assistance of Townline, has determined that Phase 1A and, potentially, Phase 1B of the Project should be completed during these proceedings to maximize the benefits to stakeholders, including pre-sale home buyers, taking into account the current status of the Project, the anticipated cost to complete the Project and the availability of financing, each as described further below.

3. Discussions are ongoing with the City of Burnaby and other regulatory authorities regarding the requirements applicable to Phase 1B, including with respect to the requirement of Phase 1B completion in order to secure occupancies for Phase 1A, and the Monitor, with the assistance of Townline, is exploring potential changes to the design and entitlement requirements for Phase 1B to enhance the value of the Project.

4. Notwithstanding the uncertainty regarding Phase 1B, the Monitor is of the view that there is real urgency in commencing the completion of Phase 1A, as construction of Phase 1A is partially complete and the work in place is at risk of deterioration if construction activities do not resume in the near term. The timely remobilization of Phase 1A is also essential to ensuring completion prior to the Outside Date. Furthermore, the Monitor is of the view that commencing Phase 1B is necessary in the interim given that, as it stands, Phase 1A occupancies cannot be secured without its completion, notwithstanding that the Monitor and Townline continue to work with the City of Burnaby to address these requirements.

5. As described in the Third Report, the Monitor issued a notice of disclaimer for the the CCDC 5B Construction Management Contract between Symphony Homes Limited ("SHL") and the Nominee (the "SHL CM Agreement") on August 4, 2026. SHL did not make an application to dispute this disclaimer as required pursuant to Section 32(2) of the CCAA. As such, the disclaimer became effective on September 3, 2026.

6. The following sections summarize the RFP process and the definitive agreements entered into with Townline, which are subject to Court approval prior to becoming effective.

4.1 RFP Process

1. On August 4, 2026, the Monitor sent the RFP to four (4) proponents (collectively, the "Proponents"), including SHL, which was acting as the construction manager for the Project prior to the commencement of these proceedings, and established an initial deadline of August 11, 2026 for the submission of proposals.

2. In selecting the Proponents, the Monitor, in consultation with KingSett as the Project financier, identified parties that it viewed as qualified to undertake the completion of the Project, having regard to their demonstrated expertise in the construction and development management of multi-family residential projects in the Greater Vancouver region, their capacity to mobilize on a project of this scale and complexity, and their familiarity with projects that have been partially constructed or are subject to restructuring proceedings. The Monitor was of the view that a targeted solicitation of a small number of qualified parties, rather than a broader public process, was appropriate given the need to return the Project to active construction on an expedited basis.

3. The RFP invited each Proponent to submit a proposal to act as: (i) both construction manager and development manager; (ii) the construction manager only; or (iii) the development manager only, in each case to complete Phase 1A of the Project. The Monitor reserved the discretion to fill both roles with the same firm or with separate firms.

4. On August 5, 2026, the Monitor issued an addendum to the RFP which advised the Proponents that, based on the Monitor's continuing review of documents received from the City of Burnaby and the disclosure documents, construction of the rental blocks, being Blocks 9-13 and consisting of 40 rental townhomes referred to as "Phase 1B", may be required in order to obtain occupancy. The addendum required each Proponent to, among other things, provide fee adjustments and a hard cost budget for the completion of Phase 1B, and extended the submission deadline to August 12, 2026 (the "RFP Deadline").

5. The RFP requested that each Proponent provide, among other things: (i) an overview of its qualifications, including its experience on multi-family residential projects and any previous experience completing partially built projects or projects undergoing restructuring; (ii) a work plan describing the services to be provided, including safety, security and quality control measures; (iii) a remobilization plan to return the Project to active construction; (iv) preliminary observations and recommendations regarding the Project's existing trades and consultants; and (v) a cost schedule for its services, including proposed construction management and development management fees. A copy of the RFP (including the addendum) sent to each Proponent is attached as Appendix "A".

6. Each Proponent that executed a confidentiality agreement was provided with access to a virtual data room containing additional information regarding the Project, including consultant reports, architectural drawings, pre-sale agreements and other relevant available data. The Monitor also arranged for a site visit to be made available to each Proponent.

7. Each Proponent submitted proposals on or prior to the RFP Deadline, and the Monitor corresponded with the Proponents to clarify their respective proposals. A summary of the proposals received by the Monitor is attached as **Appendix "**B**"**.

8. Based on the evaluation criteria established in the RFP, the Monitor, in consultation with KingSett as the primary financial stakeholder, selected Townline as the preferred respondent with whom to negotiate definitive construction management and development management arrangements for the Project.

9. The Monitor selected Townline because, among other things:

   a) Townline is an established builder and developer with over 45 years of experience delivering residential projects across British Columbia, including large-scale wood frame townhomes over concrete podiums of the same product type and build form as the Project, and has prior experience assuming and completing partially constructed projects abandoned by previous contractors;

   b) Townline has specific experience in the City of Burnaby, including local constructability knowledge, familiarity with municipal policy and existing relationships with the City of Burnaby and other government agencies, and prior working relationships with several of the Project's existing consultants;

   c) Townline's proposed fees and staffing costs, although not the lowest from the proposals received, are at market rates and are reasonable for a project of this size and complexity. Furthermore, in the Monitor's view, proposed fees are not the sole determining factor of the overall economics of the Project. The competence of the construction manager, the strength of its working relationship with the Monitor and the Project's stakeholders, its ability to maintain and where possible improve the construction schedule, its ability to generate value through the negotiation of trade contracts and consultant engagements, its capacity to identify value engineering opportunities, and its ability to advance development and permitting matters efficiently through experience dealing with the City of Burnaby and other regulatory authorities, each have a material impact on the overall project pro forma, in many cases exceeding any difference in the management fees proposed; and

d) KingSett, the primary economic stakeholder in these proceedings and the party funding the construction costs during these CCAA Proceedings, was consulted in the selection process and supports the retention of Townline.

10. On August 20, 2026, the Monitor notified Townline Construction that it had been selected as the construction manager and development manager for the Project. Shortly thereafter, the parties commenced negotiation of the definitive construction management and development management arrangements described below.

4.2 CM Agreement[1]

1. The Townline CM Contract is in the form of the CCDC 5A – 2010 (Construction Management Contract – for Services), which is an industry-standard form prepared by the Canadian Construction Documents Committee that is widely accepted form of construction management contract in the Canadian construction industry, together with supplementary conditions, which amend the terms and conditions of the standard CCDC-5A – 2010 form, negotiated by the Monitor with the assistance of its counsel. The Townline CM Contract is attached as Appendix "C". A summary of the key terms of the Townline CM Contract is as follows:

   a) Construction Manager: Townline Construction.

   b) Scope of Services: the Townline CM Contract covers the services to be provided by the construction manager, being the pre-construction, construction and post-construction services, together with certain other additional services and work to be provided during all phases, and following the completion, of the Project (collectively, the "Services").

   c) Services by Phase: the Services are divided into the pre-construction phase (including pre-design, schematic design, design development, construction document and construction procurement phases), the construction phase (including general services, project control and scheduling, cost control and accounting, and health and construction safety), the post-construction phase (which is limited to occupancy review and warranty administration), and certain other additional services and work to be provided during all phases, and following the completion of the Project. Each phase has a separate list of services to be provided. Following the completion of the Project, the Construction Manager may be required to provide services with respect to warranty-related work for the Project.

[1] Capitalized terms in this section have the meaning provided to them in the Townline CM Agreement unless otherwise defined herein

d) Phasing: the Services are divided between Phase 1, being the completion of the underground parkade and Blocks 1-5 and 9-13, and Phase 2, being Blocks 6-8 above grade and associated parkade and podium work. The performance of any Services in respect of: (i) Blocks 9-13 of Phase 1 will require prior authorization of the Owner; and (ii) Phase 2 is at the Owner's sole discretion and must be authorized in writing by the Phase 2 Election Deadline, being the date on which the last Block in Phase 1 is Ready for Occupancy. If the Owner does not elect to proceed with Phase 2, but authorizes Townline to perform the Services in respect of Blocks 9-13 of Phase 1, Townline Construction will perform the Services in respect of Phase 1 only, and will not be entitled to the Phase 2 portion of the Management Fee, and the Townline CM Contract terminates on completion of the Services in respect of Phase 1. If the Owner does not proceed with Phase 2 and does not authorize the performance of Services in respect of Blocks 9-13 of Phase 1, Townline Construction will perform the Services in respect of the underground parkade and Blocks 1-5 only, and will not be entitled to the portion of the Management Fee in respect thereof, and the Townline CM Contract terminates on completion of the Services in respect of Phase 1 the underground parkade and Blocks 1-5.

The Townline CM Contract specifies that the Services, or any portion thereof, with respect to Phase 1B will only commence upon written notice from the Monitor. This allows the Monitor to retain flexibility with respect to Phase 1B in the event that it determines that it is no longer required.

e) **Construction Manager's Fee**: Townline Construction's compensation comprises: (i) a fixed amount of $85,000 for the Services performed under the Site Preservation Agreement; (ii) a management fee equal to 3% of the Construction Cost in respect of Phase 1 and, if Phase 2 proceeds, 3% of the Construction Cost in respect of Phase 2 (the "Management Fee"); and (iii) time-based rates for Townline Construction's personnel as set out in Schedule C of the Townline CM Agreement for certain Services identified as being performed on the basis of the time-based rates. Townline Construction will also receive a reimbursement for the actual expenses it incurs performing the Services, plus an administrative fee of 3% the aforementioned expenses.

f) Cost Savings Incentive: Townline Construction is entitled to 10% of the amount by which the Construction Related Costs for Phase 1, as certified by the payment certifier, are less a threshold of $26 million, which threshold may be adjusted as described further. The threshold is reduced by $272.26 per square foot of gross floor area for any Blocks or portions thereof removed from the scope of the work.

g) Schedule: Target Phase 1 completion within 10 to 12 months.

h) Schedule Bonus: Townline Construction is entitled to a lump sum bonus of $200,000 if all presold units are Ready for Occupancy by May 31, 2027 (the "Pre-sold Occupancy Bonus"). In the event that not all of the presold units are Ready for Occupancy by May 31, 2027, Townline Construction is entitled to a per unit bonus for each unit that achieves Ready for Occupancy by May 31, 2027. A further bonus of $50,000, or $100,000 if no Pre-sold Occupancy Bonus is payable, is payable if the Final Occupancy Date for Phase 1 occurs by August 31, 2027.

i) Payments to Trade Contractors: the Owner contracts directly with, and pays, the trade contractors. Townline Construction is required to solicit bids from a minimum of three mutually acceptable trade contractors for scopes cumulatively over $50,000, to prepare a bid levelling analysis and a written letter of recommendation for each scope, and no trade contract may be awarded without the Owner's prior written approval.

j) Insurance: the Project requires specified insurance coverage. The Monitor is working with the existing insurer for the Project to understand the existing insurance coverage and solicit amendments and extensions as necessary, and will ensure that adequate insurance coverages are put in place prior to the commencement of construction.

k) Owner's Right to Termination: the Owner may terminate the Townline CM Contract at any time on Notice in Writing. Upon such termination, Townline Construction will be entitled to payment for its Services performed up to the date of termination, including reimbursable expenses and applicable taxes, payable within 28 days, together with reasonable termination costs related to any ongoing construction work performed by Townline Construction (if any), costs and associated fees incurred up to the date of termination, but not for any indirect, incidental, special or consequential damages. The Owner may also terminate if Townline Construction fails to correct a default within the period prescribed or becomes insolvent, in which case Townline Construction will only be entitled to payment for its Services properly performed up to the date of termination.

l) Townline Construction**'s Right to Terminate**: Townline Construction may terminate the Townline CM Contract if the Owner substantially violates the terms of the Townline CM Contract, including but not limited to non-payment of compensation for the Services, and fails to correct the default within the period prescribed. Upon termination, Townline Construction will be entitled to payment for its Services performed up to the date of termination, including reimbursable expenses and applicable taxes then due.

m) Occupational Health & Safety: Townline Construction assumes overall responsibility for construction health and safety and fulfills the role of "Prime Contractor" under the Workers Compensation Act, R.S.B.C. 2019, c. 1. Townline Construction indemnifies the Owner, Monitor and its directors, officers and employees in respect of health and safety claims.

n) Limit of Liability: Townline Construction's liability for losses for which insurance is to be provided is limited to the insurance limit for the loss. Liability for losses for which insurance is not required to be provided is one hundred and twenty-five percent (125%) of the Management Fee. In addition, there is a mutual waiver of indirect, incidental, special or consequential damages.

o) Dispute Resolution: Disputes not resolved by negotiation within ten Working Days may be referred to the Court, including within these CCAA Proceedings.

4.3 DM Agreement[2]

1. A copy of the Townline DM Agreement is attached as Appendix **"D"**. A summary of the key terms of the Townline DM Agreement is as follows:

   a) Development Manager: Townline Development.

   b) Scope of Development Services: Schedule "D" of the Townline DM Agreement covers the services to be provided by the development manager (collectively, the "Development Services"), which include, among other things: planning and design, overseeing budgeting, funding, and record keeping, coordinating and obtaining government approvals, overseeing the sales and marketing programs, assisting in contract negotiations, overseeing occupancies and overseeing the warranty program.

[2] Capitalized terms in this section have the meaning provided to them in the Townline DM Agreement unless otherwise defined herein

c) Development Manager's Fees: The fees comprise:

i) a development management fee for Phase 1 of $40,000 per month for the first six months following the date of the Townline DM Agreement, reducing to $28,500 per month thereafter until the closing of the units for sale in Phase 1 of the Project or such earlier termination of the DM Agreement;

ii) if the Owner proceeds with Phase 2, the fee continues at $28,500 per month until the closing of the units for sale in Phase 2 of the Project or such earlier termination of the DM Agreement, provided that if the Owner requests additional Project-accretive initiatives the fee reverts to $40,000 per month, with the Owner's consent, for the duration of time in which those initiatives are being developed and/or implemented;

iii) a one-time one additional month of fees at the $28,500 rate (the "Additional Fee"), earned to account for managing the occupancy and registration processes for purchasers and tenants and payable as follows: If (A) the Owner does not proceed with Phase 2 of the Project, the Additional Fee, as contemplated in this subparagraph (iii) will be payable within sixty (60) days following the closing of those units for sale in Phase 1 of the Project that are subject to executed agreements of purchase and sale (and for which the purchaser is willing and able to close) as of the date of the occupancy permit issued for Phase 1 of the Project, and (B) the Owner proceeds with Phase 2 of the Project, then the Additional Fee, as contemplated in this subparagraph (iii) will not be payable in accordance with subparagraph (A) above, but will be payable within sixty (60) days following the closing of those units for sale in Phase 2 of the Project that are subject to executed agreements of purchase and sale (and for which the purchaser is willing and able to close) as of the date of the occupancy permit issued for Phase 2 of the Project;

iv) additional fees payable at an hourly rate between $150.00 and $250.00 per hour, as approved by the Owner in writing, for services carried out following the closing of the units for sale in the Project (and prior to the Project Completion Date), provided any post-closing services and the additional hourly fees are approved by the Owner in writing, and are performed within the six (6) months following the closing of units for sale in the Project; and

v) an incentive of up to $250,000 if Townline Development is successful in achieving the Project-accretive measures and initiatives requested by the Owner.

d) Role and Authority: the Townline DM Agreement provides that notwithstanding that Townline Development is responsible for the day-to-day activities of the Project, no action will be taken in respect of any "Major Decision" unless approved by the Owner in writing. The actions constituting Major Decisions are provided in Section 2.6 of the Townline DM Agreement and include, among other things, entering into construction agreements with trades and suppliers, terminating any trades in place prior to the Initial Order, materially modifying the nature, scope or phasing of the Project, determining the phases of the Project, modifying the Project pro forma, expending funds not previously authorized, modifying the Project's design or the Project Development Plan, changing the Development Schedule in a manner that would materially delay substantial completion of any phase, entering into or terminating material agreements, filing or amending any disclosure statement required under REDMA, enrolling new homes with a warranty provider under the HPA, selecting major consultants and subcontractors, settling claims or commencing proceedings, entering into Project financing, and any matter outside the ordinary course of business.

e) REDMA and HPA Compliance: Townline Marketing Inc., an Affiliate of Townline Development is to be retained by the Owner as sales, leasing and marketing manager for the Project, and is required to comply with the *Real Estate Development Marketing Act* (British Columbia) to the extent it engages in development marketing on the Owner's behalf, including preparing, filing and delivering all required disclosure statements, and Townline Development is to assist the Owner and the Monitor in complying with the *Homeowner Protection Act (British Columbia)*, including enrolling all units with a warranty provider. Townline Development indemnifies the Owner in respect of any claim arising from its failure to comply with the *Homeowner Protection Act* (British Columbia). As described above, the Townline DM Agreement also contemplates that the Owner may retain Townline Marketing Inc., an affiliate of Townline Development, as sales, leasing and marketing manager under a separate agreement, the terms of which will be determined after the Owner approves the Project Development Plan. Towline Marketing Inc. will, pursuant to the aforesaid agreement with the Owner, indemnify the Owner in respect of any claim arising from its failure to comply with the *Real Estate Development Marketing Act* (British Columbia).

f) Term: the Townline DM Agreement continues until the last to occur of one year following Total Completion, delivery of all warranties, manuals and as-built drawings, and the release of any security required by a warranty provider under the HPA, or such earlier termination in accordance with the terms of the Townline DM Agreement.

g) Owner's Right to Termination: the Owner may terminate the Townline DM Agreement if Townline Development fails in a material manner to observe or perform any covenant or condition and does not rectify the default within thirty days of written notice, or such longer period as may be required provided Townline Development has commenced curing the default within that period and provides a remediation plan acceptable to the Owner. The Owner may also terminate effective immediately on the insolvency of Townline Development or on an act of gross negligence, fraud or willful misconduct.

h) Townline Development's Right to Termination: Townline Development may terminate the Townline DM Agreement if the Owner fails to pay the Development Management Fee within thirty days of written notice (unless such fee is being contested and/or negotiated in good faith), if the Owner fails in a material manner to observe or perform any other covenant or condition and does not rectify the default within thirty days of written notice, or on an act of gross negligence, fraud or willful misconduct by the Owner. Termination is effective immediately in the case of non-payment or of gross negligence, fraud or willful misconduct.

i) Court Approval: the obligations of the Owner and Townline Development under the Townline DM Agreement are subject to Court approval.

4.4 Recommendation re: Retention of Townline and Approval of Townline Agreements

1. For the following reasons, the Monitor recommends that the Court approve the Townline Agreements, and direct the parties to comply with their terms, and authorize the Monitor to take such steps and execute such additional documentation as may be necessary or desirable to give effect to those agreements:

   a) Townline was selected through a competitive RFP process conducted by the Monitor in consultation with KingSett;

   b) Townline is an experienced and reputable construction and development manager in British Columbia;

   c) Townline Construction has familiarized itself with the current status of the Project through the services performed under the Site Preservation Agreement, which positions it to remobilize the site without the delay that would accompany the engagement of a party unfamiliar with the Project;

d) the fee structures under the Townline Agreements are consistent with market rates, and the cost savings incentive and schedule bonuses align Townline interests with the timely and cost-effective completion of the Project for the benefit of all stakeholders;

e) the engagement of affiliated entities as construction manager and development manager provide operational efficiencies, and the Townline CM Contract and the Townline DM Agreement address the allocation of responsibility between them;

f) completing the Project is intended to create value for the Debtors' stakeholders, including the pre-sale purchasers, and the timeline for doing so is of material importance given the Outside Date;

g) if the agreements are not approved, the Monitor would be required to negotiate new construction management and development management arrangements with another party, which the Monitor anticipates may be on less favourable terms and would delay the remobilization of the Project; and

h) KingSett, in its capacities as the Debtors' senior secured creditor and as Interim Lender, supports the retention of Townline on the terms of the Townline Agreements.

5.0 Funding and Related Relief

5.1 Construction Budget and Interim Financing

1. As described in Sections 3 and 4 above, the Monitor intends to recommence construction of Phase 1A and start the construction of Phase 1B, with the assistance of Townline. A full construction budget is required in order to secure the necessary funding for this scope of work.

2. The Monitor, in consultation with KingSett and Townline, is working with BTY Group ("BTY") the quantity surveyor for the Project, to quantify expected Project costs, and produce a construction budget (the "Construction Budget").

3. Work on the Construction Budget is currently ongoing, given that:

   a) Townline was only engaged recently and is still completing its Project diligence, including a thorough review of the work in place and itemizing any deficiencies;

   b) trade contracts have not yet been retendered; and

c) discussions with the City of Burnaby remain active as to whether Phase 1B must be built in order to secure occupancies for Phase 1A, and, if so, whether the City of Burnaby will be amenable to certain design changes.

4. In the meantime, the Monitor believes that for the benefit of all stakeholders, work on Phase 1 should restart while the Construction Budget is being finalized, because:

   a) the Outside Date to complete the Sold Units is fast approaching in May 2027, meaning that remaining work must begin as soon as possible; and

   b) existing construction work may start to deteriorate if the site remains inactive.

5. Restarting construction work on Phase 1A and Phase 1B requires increased borrowing availability under the Amended Interim Financing Facility. The Monitor has discussed funding requirements with KingSett and Townline, and seeks an increase of borrowing availability to $7,500,000. The Monitor anticipates this increased borrowing will fund Phase 1A and Phase 1B construction work through the proposed Stay Period extension to December 18, 2026, as supported by the Cash Flow Forecast. The Monitor notes that while the Interim Financing Facility was originally issued with only Phase 1A construction in mind, KingSett has consented to the use of the proposed borrowings under the Amended Interim Financing Facility to funds Phase 1B construction in the interim.

6. When the Construction Budget is finalized, the Monitor intends to return to Court to secure further interim financing in alignment with that budget, and a further extension of the Stay Period.

7. Even if further interim financing is not secured, the Monitor believes the interim Phase 1A and Phase 1B work to be completed with the Borrowing Increase is still accretive to the value of the Project, given that it involves urgent work to protect the Project from near-term deterioration, and advancing completion of the works necessary to secure occupancies for the Sold Units before the Outside Date.

5.2 Cash Flow Forecast

1. The Monitor has prepared the Cash Flow Forecast for the period from October 5, 2026 to December 20, 2026, to align with the request for an extension of the Stay Period. The Cash Flow Forecast is attached as Appendix "E".

2. A summary of the Cash Flow Forecast is provided below:

(unaudited; $000s)	October 5 to December 20, 2026
Receipts	-
Disbursements	
Construction hard costs	(4,890)
Construction soft costs	(893)
Other project operating costs	(235)
Contingency	(110)
Professional fees	(750)
DIP fees	(73)
Total disbursements	(6,951)
Net cash flow	(6,951)
Opening cash balance	104
Net cash flow	(6,951)
DIP advances	7,000
Closing cash balance	153

3. The Cash Flow Forecast reflects the costs associated with the remobilization and recommencement of construction of Phase 1A and Phase 1B, including the construction management and development management fees payable under the Townline CM Contract and the Townline DM Agreement, together with the ongoing costs of maintaining security and general upkeep of the Project site and the professional costs of these CCAA Proceedings.

4. Pursuant to the ARIO, the Debtors are authorized to borrow up to $1,000,000 under the Interim Financing Facility. Advances under the Interim Financing Facility are subject to, among other things, the Interim Lender's approval of cash flow projections. As at the date of this Fourth Report, approximately $486,000 has been advanced under the Interim Financing Facility. As reflected in the table above, the Debtors require an additional $7,000,000 of advances under the Amended Interim Financing Facility. Accordingly, as discussed in Section 5.1 above, the Monitor is seeking approval of an increase in approved borrowings under the Amended Interim Financing Facility to $7,500,000.

5. The Cash Flow Forecast indicates that the Debtors will have sufficient liquidity to fund operations during the proposed Stay Period, subject to having access to the increased Amended Interim Financing Facility borrowings.

6. Based on the Monitor's review of the Cash Flow Forecast, the assumptions appear reasonable. The Monitor's statutory report on the Cash Flow Forecast is attached as **Appendix "F"**. Given that the Monitor is exercising the Enhanced Powers and prepared the Cash Flow Forecast, the statutorily required representations by management in respect of the Cash Flow Forecast have not been included.

6.0 Stay Extension

1. The Stay of Proceedings currently expires on October 9, 2026. The Monitor is seeking an extension of the Stay of Proceedings to and including December 18, 2026 (the "Proposed Extension").

2. The Proposed Extension is intended to provide the time required to remobilize the Project and recommence construction with the assistance of Townline. During the extended Stay Period, the Monitor intends to, among other things:

   a) implement the Townline Agreements, subject to Court approval, and transition the construction management and development management functions to Townline;

   b) continue discussions with the City of Burnaby, the provincial regulators and the new home warranty provider to obtain the approvals, permits and enrolments required for construction and for occupancy of Phase 1;

   c) remobilize the Project site and recommence construction of Phase 1A and Phase 1B;

   d) draw on the Amended Interim Financing Facility to fund construction of the Project and the costs of these CCAA Proceedings; and

   e) continue to respond to inquiries from pre-sale purchasers, creditors, lien claimants and other stakeholders, and to address the relief sought by the Petitioners and the Appeal.

3. The Monitor will return to Court during the extended Stay Period as required, including in respect of any further relief necessary to complete the Project.

4. The Monitor recommends that the Stay Period be extended to and including December 18, 2026, for the following reasons:

   a) the Monitor does not believe that any creditor will be materially prejudiced by the Proposed Extension;

b) the Proposed Extension will allow the Monitor, with the assistance of BTY and Townline, additional time to complete its review of the existing work in place, review requirements for occupancy with the City of Burnaby, tender trade contracts and reconcile the amounts owing to existing Project vendors, all of which are necessary in order to prepare a reliable Construction Budget;

c) the Proposed Extension is required to permit construction of the Project to recommence and to continue without interruption, which is the principal purpose of these CCAA Proceedings and the basis on which value will be preserved for stakeholders, including the pre-sale purchasers;

d) a shorter extension would require the Monitor and the Debtors' stakeholders to incur the cost of a further application during the period in which construction is being remobilized, without corresponding benefit;

e) the Cash Flow Forecast shows that the Debtors have sufficient liquidity to fund their operations and the costs of these CCAA Proceedings through the proposed extended Stay Period, subject to the Court approving the increased borrowings under the Amended Interim Financing Facility, and the Debtor's ability to borrow under the same;

f) the business and affairs of the Debtors are being managed by the Monitor, an officer of the Court, pursuant to the Enhanced Powers Order, and the Monitor has acted, and continues to act, in good faith and with due diligence;

g) KingSett, in its capacities as the Debtors' senior secured creditor and as Interim Lender, supports the Proposed Extension; and

h) as of the date of this Fourth Report, the Monitor is not aware of any party opposed to the Proposed Extension.

7.0 Administration Charge

1. Pursuant to the ARIO, the Court granted the Administration Charge over the Property in the maximum amount of $150,000 to secure the fees and disbursements of counsel to the Debtors (up to $50,000), the Monitor and the Monitor's counsel (up to $100,000). The Administration Charge ranks in priority to the Interim Lender's Charge.

2. The Monitor is seeking an amendment to the Administration Charge to reduce the charge by $50,000 (from $150,000 to $100,000) and remove counsel to the Debtors as a beneficiary of the charge (the "Administration Charge Amendment").

3. The Administration Charge was granted at the outset of these CCAA Proceedings, when the Debtors were conducting these proceedings as debtors in possession, and counsel to the Debtors was responsible for preparing and advancing the applications required to progress the restructuring. The allocation of $50,000 of the Administration Charge to counsel to the Debtors reflected that role.

4. Pursuant to the Enhanced Powers Order, the Monitor is now responsible for managing the business and affairs of the Debtors, and the Monitor and its counsel are responsible for preparing and bringing the applications required to advance the restructuring. Accordingly, it is the Monitor's view that counsel to the Debtors no longer performs the function that the $50,000 allocation was intended to secure, and instead, the Monitor and its counsel are now performing that role.

5. The Monitor understands that the $50,000 securing the Debtors' counsel's fees is currently fully encumbered by the amounts owing to McEwan Partners, former counsel to the Debtors at the outset of the CCAA Proceedings. If the Administration Charge Amendment is approved, the Monitor intends to pay the $50,000 owing to McEwan Partners so that in effect, the priority to those past fees is preserved, but fees owed to the Debtors' new counsel in its reduced role are no longer secured.

6. The Monitor is of the view that the Administration Charge Amendment is appropriate because:

   a) the work expected to be allocated to counsel to the Debtors is now being performed by the Monitor and the Monitor's counsel;

   b) the professionals whose fees are secured by the Administration Charge should be limited to those having responsibility for advancing these CCAA Proceedings;

   c) the Administration Charge Amendment does not affect the ability of the Debtors to retain counsel or to be heard in these CCAA Proceedings; it affects only the priority afforded to those fees as against the Property; and

   d) the Administration Charge Amendment reduces the maximum amount of the Administration Charge, and accordingly does not prejudice the Interim Lender or any other creditor.

8.0 466 Application and Monitor's Recommendation

8.1 Corporate Guarantor

1. On August 14, 2026, the Debtors notified the Monitor of their desire to remove the Corporate Guarantor, 663466 B.C. Ltd., as a Petitioner in the CCAA Proceedings. On August 27, 2026, the Debtors filed the 466 Application seeking this relief.

2. As previously communicated to the Debtors, on August 18 and 29, 2026, the Monitor believes that removing the Corporate Guarantor from the CCAA Proceedings is inappropriate. The Monitor notes that:

   a) the Corporate Guarantor is a guarantor party to the defaulted Credit Facilities underlying these CCAA Proceedings;

   b) the Corporate Guarantor has enjoyed the benefit of the CCAA stay of proceedings since June 17, 2026;

   c) the Corporate Guarantor signed the Interim Financing Facility as a borrower party, representing that it would be a Petitioner in these CCAA Proceedings;

   d) the Corporate Guarantor is bound by the terms of the Initial Order and the ARIO in respect of the Interim Financing Facility;

   e) it was the Debtors' own counsel and petition that included the Corporate Guarantor as a Petitioner in the CCAA Proceedings and borrower under the Interim Financing Facility; and

   f) the Corporate Guarantor continues to be a borrower under the Amended Interim Financing Facility

3. Further, on July 24, 2026, KingSett delivered a letter to the Debtors noting several defaults under the Interim Financing Facility, as amended, referencing the Debtors' conduct detailed by the Monitor in the Second Report. The Monitor is concerned that if the Corporate Guarantor is released from the CCAA Proceedings, KingSett could pursue these defaults and immediately seek to enforce its security against the Corporate Guarantor, leaving the Project without interim financing to finish construction.

8.2 Construction Management Invoices

1. The 466 Application also seeks payment of certain post-filing construction management invoices (the "Construction Management Invoices") and services invoices (the "Services Invoices") claimed in relation to the Project. The Monitor has reviewed these invoices and reports its findings below.

2. The three Construction Management Invoices are issued by SHL, an entity affiliated with the Debtors pursuant to the SHL CM Agreement. Each invoice claims a "semi-monthly" construction management fee of $13,750, for a total of $43,312.50 (including taxes).

3. The Sixth Affidavit of Gurdeep Singh Kainth filed on August 27, 2026, in support of the 466 Application ("Kainth Affidavit #6") states the Construction Management Invoices are for:

   a) "preparation of a number of reports, budgets, and schedules;

   b) coordination with trades and consultants regarding potential restart;

   c) discussions with the Monitor regarding essential trades and consultants; and

   d) preservation of the work site […]" (collectively, the "Claimed Construction Management Services").

4. The Monitor believes there is no basis for SHL to demand payment for the Claimed Construction Management Services. The SHL CM Agreement provides that SHL is only paid construction management fees as a fixed percentage of actual construction costs. The SHL CM Agreement does not provide for SHL to charge any semi-monthly flat fee, or fees for any of the Claimed Construction Management Services.

5. The Monitor notes that consistent with the foregoing, no construction management fees were included in the Debtors' cash flow forecast submitted in support of the Interim Financing Facility and previously approved by this Court.

8.3 Service Invoices and HST Refund

1. As further detailed in the Supplemental Report, the Debtors received a previously undisclosed "GST/HST refund" of $86,185.66 (the "HST Refund") from Canada Revenue Agency ("CRA") during these CCAA Proceedings. The Monitor only learned of the HST Refund through its communication with the CRA on July 27, 2026. The Monitor repeatedly asked the Debtors to remit the HST Refund to the Monitor pursuant to the terms of the ARIO.

2. On August 12, 2026, the Debtors' counsel advised that the HST refund should be returned to the Monitor by the end of that week. The funds were not returned that week and the Monitor's counsel followed up with the Debtors' counsel on August 17, 19, 24, 27, and 29, 2026, and September 3, 2026. The Debtors' counsel responded on September 3, 2026, that it had "forwarded" this request to the Debtors. To date, the HST Refund has not been returned.

3. The Services Invoices claim post-filing amounts owed to various trade suppliers of the Debtors, for a total of $23,343.89. The 466 Application states the Services Invoices were paid out of pocket by the Debtors "with the understanding that they would be repaid once DIP financing was approved".

4. Without admitting or determining the validity of the Services Invoices, the Monitor considers it reasonable and efficient to resolve this issue by setting off $23,343.89 against the HST Refund currently owed by the Debtors to the Monitor, in full satisfaction of the Services Invoices, resulting in a net HST Refund amount owing from the Debtors to the Monitor of $62,841.77.

8.4 Executed Sale Agreement Discrepancy

1. As further detailed in the Second Report, beginning in July 2026, the Monitor discovered that presale buyers for 10 of the Executed Sale Agreements had paid below-market deposits of only $10,000 (the "Below-Market Presales"), some buyers of the Below-Market Presales appeared to be non-arms-length parties, and total presale deposits had an apparent shortfall of approximately $1,374,260 when compared to the requirements under the respective Executed Sales Agreements.

2. The Monitor understands that satisfying prescribed presale requirements was a fundamental condition to obtaining the Project's construction financing from KingSett, and raised the issue of Below-Market Presales and a deficient deposit account with the Debtors. In response, the Debtors advised the Monitor that the Below-Market Presales were subject to Executed Sales Agreements that required staged deposits, and additional deposit funds would become payable upon the occurrence of specified construction milestones. The Executed Sales Agreements available to the Monitor do not provide for such staged deposits, and as of the date of this Fourth Report, the Debtors have not provided any evidence to suggest otherwise.

3. On September 21, 2026, the Monitor met with the former sales and marketing representative (the "Sales Representative") for the Project to request information regarding the Below-Market Presales. The Sales Representative informed the Monitor that:

   a) they were engaged by the Nominee as an independent contractor for the purposes of marketing and selling units in the Project, and were providing services to the Project from February 2024 to March 2026;

   b) they were never made aware of the existence of the Below-Market Presales. As far as they were aware, there were only 16 Sold Units;

   c) they never communicated with any of the Below-Market Presales buyers; and

   d) in their role as Sales Representative, they were instructed to continue to market the units purportedly sold to the Below-Market Presales buyers and those units were never marked as "sold" on the site plan map at the Project showroom.

4. KingSett has advised the Monitor that, in its view, the information provided by the Sales Representative indicates that the Below-Market Presales were not bona fide, arm's length market transactions, and that they appear to have been documented for the purpose of satisfying the Qualified Presale conditions under the Loan Agreement. The Monitor continues to investigate this matter and will report to this Court on its finding in a subsequent report.

9.0 **Monitor's Activities**

1. In addition to the matters discussed herein, since the date of the Third Report, the Monitor has, among other things:

   a) corresponded with KingSett, KingSett's counsel and its own legal counsel regarding all aspects of these CCAA proceedings;

   b) corresponded with the Debtors' legal counsel and the Debtors' management team regarding various information requests and other matters;

   c) continued to exercise the Enhanced Powers and to manage the business and affairs of the Debtors, including maintaining site security, insurance and utility accounts for the Project;

   d) developed and conducted the RFP, including preparing the RFP and the addendum thereto, providing the Proponents with access to a virtual data room, arranging site visits, responding to questions from the Proponents and evaluating the proposals received;

   e) negotiated the Townline CM Contract and the Townline DM Agreement with Townline Construction and Townline Development, with the assistance of its counsel and in consultation with KingSett;

   f) entered into the Site Preservation Agreement with Townline Construction and oversaw the preliminary site preservation and preparation activities performed thereunder;

   g) engaged with the Project's consultants and trades regarding the settlement of pre-filing amounts owing to them and the terms of their go-forward engagements;

   h) worked with Townline Construction and BTY to advance the construction budget and remobilization plan for Phase 1, including engaging with trades to conduct site walkthroughs and interviews;

   i) continued discussions with the City of Burnaby, the provincial regulators and the new home warranty provider regarding the approvals, permits and enrolments required to recommence construction;

j) reviewed and, where appropriate, authorized disbursements of the Debtors, and administered draws under the Interim Financing Facility;

k) continued its review of the material findings and concerns raised in the Second Report, including in connection with the Debtors' banking records, the purported holdback funds, the missing pre-sale deposits, the apparent missing pre-sales and the related-party transactions identified in the Second Report;

l) responded to inquiries from pre-sale purchasers, creditors, lien claimants and other stakeholders;

m) corresponded with the Canada Revenue Agency in respect of the Debtors' tax accounts;

n) maintained the Case Website and responded to service list addition requests; and

o) prepared the Cash Flow Forecast and this Fourth Report.

10.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully requests that this Honourable Court:

   a) grant the CM and DM Order; and

   b) dismiss the 466 Application, provided that amounts owed for the Services Invoices are offset against the HST Refund owed by the Debtors to the Monitor.

******

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

ALIXPARTNERS RESTRUCTURING, INC.,
IN ITS CAPACITY AS MONITOR OF
SYMPHONY HOMES (MOONLIGHT SONATA) LIMITED,
1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., SYMPHONY HOMES (WAYBURNE) LTD., AND 663466 B.C. LTD. AND
NOT IN ITS PERSONAL CAPACITY

Appendix “A”

August 4, 2026

DELIVERED BY E-MAIL

Dear Sirs/Mesdames:

Re: Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) Ltd., and 663466 B.C. LTD. (collectively, the "Companies").

On June 17, 2026, the Supreme Court of British Columbia (the "**Court**") issued an Initial Order under the *Companies' Creditors Arrangement Act* ("**CCAA**") in respect of the Companies. AlixPartners Restructuring, Inc. has been appointed as the monitor to oversee the Companies' restructuring process (the "**Monitor**").

On July 29, 2026, the Court made a further order (the "**Enhanced Powers Order**") increasing the Monitor's powers to exclusively control all management and activities of the Companies, including the Companies' residential townhome project known as "Moonlight Sonata" located at 3588 Wayburne Drive, Burnaby, BC (the "**Project**").

Copies of the Initial Order (as amended and restated on June 26, 2026), the Enhanced Powers Order, and other materials filed in the CCAA proceeding are available on the Monitor's case website at https://www.ksvadvisory.com/experience/case/Moonlight-Sonata (the "**Website**").

The Project currently consists of a partially completed Phase 1A comprising 51 for-sale stacked townhouse units over a shared parkade and amenity building. The full development includes approximately 130 stacked townhouse units, consisting of both for-sale and rental components. Phase 1A of the Project is approximately 78% complete.

The Monitor is seeking proposals from select firms to provide both construction management and development management services to complete Phase 1A of the Project. **Proposals must be submitted to the Monitor by no later than 5:00 p.m. (Vancouver time) on August 11, 2026.** Details of the process and the content to be included in your proposal are attached as **Appendix "A"**. A confidentiality agreement is attached as **Appendix "B"**.

Should you have any questions with respect to the above, please contact the undersigned at (312) 810-0044 or ayoung@alixpartners.com.

Yours very truly,

ALIXPARTNERS RESTRUCTURING, INC., SOLELY IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF SYMPHONY HOMES (MOONLIGHT SONATA) LIMITED, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., SYMPHONY HOMES (WAYBURNE) LTD., AND 663466 B.C. LTD., AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY

Per: Andrew Young

Appendix "A"
Request for Proposals for
CONSTRUCTION MANAGEMENT AND DEVELOPMENT MANAGEMENT SERVICES
Re: Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) Ltd., and 663466 B.C. LTD. (collectively, the "Companies")
3588 Wayburne Drive, Burnaby, BC (the "Project")

A. Background

- The Project currently consists of a partially completed Phase 1A comprising 51 for-sale stacked townhouse units over a shared parkade and amenity building. The plan for the full development of the Project includes approximately 130 stacked townhouse units, consisting of both for-sale and rental components. These Townhouses have outside dates of May 31, 2027 which can be extended by 120 days.

- The Project is owned and was being developed by the Companies.

- Pursuant to an order of the Supreme Court of British Columbia dated June 17, 2026 under the *Companies' Creditors Arrangement Act* ("CCAA") (the "CCAA Order"), AlixPartners Restructuring, Inc. was appointed as the monitor (in such capacities, the "Monitor") of the Companies and the Project.

- A further order of the Court made on July 29, 2026 (the "Enhanced Powers Order") increased the Monitor's powers to exclusively control all management and activities of the Companies, including the Project.

- We request that you provide a proposal to act as 1) both construction manager and development manager ("Construction and Development Manager"); or either 2) the construction manager ("Construction Manager") or 3) the development manager ("Development Manager") to complete Phase 1A of the Project;

- Proponents that sign a confidentiality agreement ("CA") will be provided with access to a virtual data room containing additional information regarding the Project, including consultant reports, architectural drawings, pre-sale agreements and other available relevant data. A copy of the CA is attached as Appendix "B";

- The duties and responsibilities required of the selected Construction and Development Manager (or Construction Manager and Development Manager) will be based on the Canadian Standard Construction Management Contract Form (Standard Construction Documents CCDC No. 5A – 2010, with supplementary conditions to be provided by the Monitor) between the Monitor, on behalf of the

Companies, and the Construction and Development Manager (or the Construction Manager and Development Manager, as applicable), together with a separate Development Management Agreement. The contracts will be modified to suit the Project in coordination with the selected Construction and Development Manager (or the Construction Manager and Development Manager, as applicable).

- By submitting a proposal, the proponent acknowledges the Monitor's ability to exercise its discretion to accept or reject any or all proposals at its sole discretion.

- The proposal call represents a definition of specific requirements only. It is not to be, nor should it be construed as an offer to contract. The Monitor assumes no obligation to act on any proposal. The proposal is subject to final approval by the Monitor. Only the execution of a written contract will obligate the Monitor in accordance with the terms and conditions of that contract.

- Time is of the essence and it is the Monitor's intention to restart construction as quickly as possible. Currently targeted timeline is early September.

B. Proposal Submission Deadline

- Proposals are to be submitted to the Monitor to the attention of Andrew Young (ayoung@alixpartners.com) by no later than 5:00 p.m. (Vancouver time) on August 11, 2026. Late submissions may, in the Monitor's sole discretion, be rejected;

- Proposals should be irrevocable until August 31, 2026;

C. Questions and Addenda

- Any questions should be submitted directly to Mr. Young at the e-mail address listed above. Responses may, in the Monitor's sole discretion, be distributed to all proponents.

- This request for proposals may only be amended by a formal addendum issued by the Monitor.

D. Site Visit

- The Monitor intends to conduct separate site visits during the week ending August 7, 2026 for each proponent, if required. Please contact Mr. Young to arrange a site visit.

E. Proposal Content

The proposal should contain the following:

1. Qualifications:

   a) a description of the contractor, including number of full-time employees and experience on multi-family residential projects;

   b) resume for the proposed Project team lead;

   c) number of years acting as a construction manager and/or development manager;

   d) references for two recent construction projects completed in the last 2 years;

   e) number of projects currently under construction and anticipated to commence in 2026 and 2027; and

   f) a list of any previous experience building out partially built projects or projects undergoing restructuring.

2. Work plan: the proposal will provide a detailed description of services to be provided, including safety and security measures. The proposal shall describe the proponent's quality control process to ensure the Project is completed to the highest standard;

3. Remobilization plan: the proposal should include a strategy to remobilize the site and return the Project to active construction;

4. Review of existing project team: the proposal should include preliminary observations and recommendations regarding the Project's existing trades and consultants. A list of existing trades and consultants is attached as Appendix "C";

5. Costing: the proposal must provide a cost schedule for its services, including a proposed Division 1 breakdown of staffing, and proposed Construction Management and Development Management fees as follows:

   a. Construction Management fees

      i. Construction Management Fee - Phase 1A: Please propose a fee for the remaining work in Phase 1 (Blocks 1-5 with a parkade). For the purposes of the fee assume a remaining hard cost of approximately $16 million;

      ii. Construction Management Fee - Additional work: Please propose a fee if the mandate expands to include the construction of more blocks than just Blocks 1-5 (for example, as a % of the work increase); and

iii. Warranty administration / Post Construction phase: Please confirm the proposed fees for managing the warranty phase of the work.

iv. Incentives: Please propose any incentives that you think would be accretive to the project.

b. Development Management fees

i. Development Management Fee – Phase 1A only: Please propose a fee for the following services:

1. managing the consultants including getting a Phase 1A set of drawings issued;

2. managing the occupancy and registration process;

3. dealing with the city and handling municipal matters;

4. maintaining accounting records and preparing draws with a Quantity Surveyor, including all soft costs;

5. updating the budget monthly;

6. evaluating options to complete the project in Phases;

7. administering warranty post-closing / registration of Phase 1A;

8. Reviewing the marketing drawings against the construction drawings to ensure no material discrepancies; and

9. any other work that may be required.

ii. Development Management Fee – Additional work: Please propose a fee if the mandate expands to include the construction of more blocks than just Blocks 1-5.

c. Division 1 resourcing plan: A schedule listing Division 1 resources to be included in your proposal is attached as Appendix "D". Please populate Appendix D to show the projected resource per month and the proposed charge out rate per month, including all payroll burdens.

6. Proponents' Liability Insurance: the proposal should include a copy of the proponents' liability insurance certificate as well as a current clearance certificate from WorkSafeBC.

F. Proposal Consideration

Proposals shall be evaluated based on the following criteria:

- the proponent's experience;
- the experience of the team lead;
- demonstrating a strong understanding of the site, including key risks, and ability to propose solutions / mitigants to those risks
- demonstrating a strong working knowledge of the drawings and existing site conditions;
- cost;
- understanding of the product type and build form; and
- compliance with the Request for Proposal document.

The lowest cost proposal will not necessarily be selected. The Monitor may negotiate terms with one or more proponents to this request for proposals or other parties. The positions of Construction Manager and Development Manager may be filled by the same firm or by separate firms, at the Monitor's sole discretion. Proponents are not required to propose for both roles and may submit qualifications for either position independently.

The Monitor has the right to cancel this request for proposals at any time and for any reason, without liability to any respondent. Monitor may accept or reject any proposal in its sole and absolute discretion. The Monitor may seek Court approval of the agreement retaining the selected proponent.

Any and all costs incurred in responding to this request for proposals, or any other related activities, including attending any site visit, are the sole responsibility of each proponent. This request for proposals is governed by the laws of the province of British Columbia.

CONFIDENTIALITY, NON-DISCLOSURE AND NON-USE AGREEMENT

THIS AGREEMENT made as of the __ day of _____, 202__ (the "**Effective Date**").

BETWEEN:

ALIXPARTNERS RESTRUCTURING, INC. solely in its capacity as court-appointed monitor of Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) Ltd., and 663466 B.C. LTD., and not in its personal or corporate capacity

(the "**Disclosing Party**")

AND:

[RECEIVING PARTY]

(the "**Receiving Party**")

WHEREAS pursuant to British Columbia Supreme Court orders pronounced on June 17, 2026, and June 26, 2026 (the "**CCAA Orders**"), Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) Ltd., and 663466 B.C. LTD. (collectively, "**Symphony**"), including the Moonlight Sonata development project owned and managed by Symphony located at 3588 Wayburne Drive, Burnaby, British Columbia (the "**Project**"), were placed into proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**"). AlixPartners Restructuring, Inc. is appointed as monitor in the CCAA Proceedings, and was granted enhanced powers to exclusively manage and control Symphony and the Project pursuant to a British Columbia Supreme Court order pronounced on July 29, 2026;

WHEREAS the Disclosing Party will be providing certain information, which is non-public, confidential and/or proprietary in nature, to the Receiving Party for the purpose of enabling the Receiving Party to review certain information concerning the Project in connection with a proposal for project management services for the Project (the "**Purpose**");

WHEREAS as a condition to the Disclosing Party furnishing such information to the Receiving Party, the Disclosing Party requires the Receiving Party to agree to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations contained in this Agreement, the parties agree as follows:

1. For the purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, any information, know-how, data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, financial, commercial, sales or programming matter, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever, which may be exchanged between the parties, and specifically includes Quantity Surveyor Reports and architectural drawings and other information

contained within the virtual data room to which the Disclosing Party provides access. The term "Confidential Information" shall not include information that:

a. is, was or becomes within the public domain through no fault of or action by the Receiving Party or any of its representatives;

b. becomes available to the Receiving Party or any of its representatives from a person other than the Disclosing Party or its representatives; provided that, such person had a legal right to disclose such information free of any obligation of confidentiality of any kind under a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality;

c. was already in the lawful possession of the Receiving Party or any of its representatives prior to the time of disclosure hereunder; or

d. was or is independently developed by or on behalf of the Receiving Party without the use or reference to of any of the Confidential Information.

Proprietary Rights

2. All Confidential Information constitutes the sole and exclusive property and the Confidential Information of the Disclosing Party, which the Disclosing Party is entitled to protect. The Receiving Party shall only use the Confidential Information strictly for the Purpose, as defined above. The Receiving Party shall hold and maintain all Confidential Information in trust and strict confidence for the Disclosing Party and shall have a fiduciary obligation to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure whatsoever, except as specifically authorized by the Disclosing Party in writing.

3. Neither this Agreement nor the disclosure of any information to the Receiving Party shall be construed as granting to the Receiving Party any rights in, to or in respect of the Confidential Information.

Confidentiality

4. Without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose any Confidential Information to any person other than to such of its employees, officers, directors, contractors, agents and professional advisors and in such event only to the extent necessary for the Purpose described in the recital above, and only after ensuring such persons shall treat the Confidential Information as required by this Agreement. The Receiving Party shall be liable for any breach of this Agreement by any of its employees, officers, directors, contractors, agents and professional advisors and any other person to whom the Receiving Party discloses the Confidential Information.

5. The Receiving Party agrees that it will not disclose to any third party either the fact that discussions or negotiations are taking place, or other facts with respect to the Purpose, including the status thereof, except as required by applicable law, in which case, the Receiving Party will promptly notify the Disclosing Party in accordance with this Agreement.

Injunctive Relief

6. The provisions hereof are necessary to protect the trade, commercial and financial interests of the Disclosing Party. The Receiving Party acknowledges and agrees that any breach whatsoever of the covenants, provisions and restrictions herein contained by the Receiving Party shall cause, and shall be deemed to be, a breach of the Receiving Party's fiduciary obligations to the Disclosing Party which may cause serious damage and injury to the Disclosing Party which cannot be fully or adequately compensated by monetary damages. The Receiving Party accordingly agrees that in addition to claiming damages, the Disclosing Party may seek interim and permanent equitable relief, including without limitation interim, interlocutory and permanent injunctive relief, in the event of any breach of this Agreement. All such rights and remedies shall be cumulative and in addition to any and all other rights and remedies whatsoever to which the Disclosing Party may be entitled.

General

7. The parties agree that the execution if this Agreement does not in any way constitute a binding commitment on the part of either party to enter into or complete negotiations or any agreement or transaction with the other party.

8. The Receiving Party shall return or destroy all Confidential Information, including all records, summaries, analyses, notes or other documents and all copies thereof, to the Disclosing Party immediately upon request. The return of such documents to the Disclosing Party or the destruction thereof shall in no event relieve the Receiving Party of its obligations of confidentiality set out in this Agreement with respect to such returned or destroyed information.

9. The Receiving Party acknowledges that the Disclosing Party and its representatives make no representation or warranty as to the accuracy or completeness of any information provided and will have no liability whatsoever, direct or indirect, as a result of the Receiving Party's use of the information.

10. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and overrides any prior or other agreements, representations, warranties, understandings and explanations between the parties hereto with respect to the subject matter of this Agreement.

11. This Agreement shall be binding upon the trustees, receiver, heirs, executors, administrators, successors and assigns of the parties.

12. This Agreement and the rights and obligations of the parties hereunder may not be assigned, delegated or transferred, in whole or in part, without the prior written consent of the other party.

13. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the province of Ontario and the laws of Canada applicable therein. The Receiving Party hereby submits and attorns to the exclusive jurisdiction of the courts of the province of Ontario.

14. The invalidity or unenforceability of any provision or part thereof of this Agreement shall not affect the validity or enforceability of any other provision and any remaining part which shall continue in full force and effect.

15. This Agreement shall remain in full force and effect for a period of three years from the date first above written.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Disclosing Party and the Receiving Party have executed this Agreement as of the date first written above.

ALIXPARTNERS RESTRUCTURING, INC. solely in its capacity as court-appointed monitor of Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) Ltd., and 663466 B.C. LTD., and not in its personal or corporate capacity

By: _____
Name:
Title:

[RECEIVING PARTY]

By: _____
Name:
Title:

Appendix C

Consultants - Partial list

Discipline	Consultancy (Based on information received to date)
Architecture	Integra Architecture
Structural engineering	GBS Engineering Group Ltd.
Civil engineering	Vector Engineering
Electrical engineering	Nemetz
Mechanical engineering	EMEC
Sprinkler / fire suppression	Oculus
Geotechnical engineering	Geopacific
Building envelope	BMAC
Code consulting	BMAC
Landscape architecture	P+A Architecture

Trades - Partial list

Scope	Trade (based on information received to date)
Concrete forming / structure	KGC + Opus
Plumbing, gas, HVAC	AAA Plumbing & Heating
Electrical	Azzad Electrical
Dampproofing / waterproofing	Arrowmark + Skyyj
Windows	Norden Windows
Firestop, insulation, drywall	Division 9
Site servicing (civil)	Sandpiper Contracting
Exterior cladding	Imperial Siding
Fire suppression / sprinkler	Max Fire Pro
Structural & partition masonry	Dag Masonry
Curtain wall / storefront glazing	AGL Glazing
Roofing (two-ply SBS)	Axus Roofing
Kitchens	Best Home Cabinets
Elevators	Otis
Landscaping	Avian Landscaping
Finish Carpentry	Apra Finishing

Appendix D

Please amend the cells in **red** to show the projected resource per month and the proposed charge out rate per month including all payroll burdens. Any numbers shown below are just to make sure the spreadsheet is functional

Month of construction		0	1	2	3	4	5	6	7	8	9	Total Resource	Charge out rate per month (including all payroll burdens)	Projected cost
Year		2026	2026	2026	2026	2026	2027	2027	2027	2027	2027			
Month		August	September	October	November	December	January	February	March	April	May			
Preconstruction		X												
Project manager		1	1	1	1	1	1	1	1	1	1	10	1.00	10.00
Project Coordinator		1	1	1	1	1	1	1	1	1	1	10	1.00	10.00
CSA officer		1	1	1	1	1	1	1	1	1	1	10	1.00	10.00
Site superintendent		1	1	1	1	1	1	1	1	1	1	10	1.00	10.00
Assistant site superintendent														
Labour Foremen		1	1	1	1	1	1	1	1	1	1	10	1.00	10.00
Labourers		3	3	3	3	3	3	3	3	3	3	30	1.00	30.00
Hoist / Elevator operator								1	1	1		3	1.00	3.00
Estimator		1										1	1.00	1.00

Total	**84.00**

Addendum #1
Request for Proposals for
CONSTRUCTION MANAGEMENT AND DEVELOPMENT MANAGEMENT SERVICES
Re: Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) Ltd., and 663466 B.C. LTD. (collectively, the "Companies")
3588 Wayburne Drive, Burnaby, BC (the "Project")

A. Background

- Based on review of documents recently received from the City, as well as the disclosure documents, we anticipate construction of the rental blocks (Blocks 9-13) (the "Additional Blocks") may be required in order to obtain occupancy. The Additional Blocks consist of 40 rental townhomes referred to as "Phase 1B" of the Project.

B. Proposal Content

- In addition to the content included in Appendix A to the RFP, proposals for the Project should include the following:

1. Fee adjustments for the Additional Blocks; and

2. Hard cost budget for completion of the Additional Blocks.

   a. The budget should be based on takeoffs, unit rates, and market pricing.

   b. For the purposes of the budget estimate, please carry the scope for the Additional Blocks above grade only. Assume all services required and stub-outs for units passing through the parkade are captured in the existing budget, and that mechanical, electrical, and plumbing systems will tie into what is already built into the slab.

3. Separate from the above scope amendment for the Additional Blocks, please include examples of bid levelling from prior projects for 2-3 major trades in your proposal response.

C. Proposal Submission Deadline

- Due to the expanded scope including the Additional Blocks, the proposal deadline will be extended by one day.

- Proposals are to be submitted to the Monitor to the attention of Andrew Young (ayoung@alixpartners.com) by no later than 5:00 p.m. (Vancouver time) on August 12, 2026.

Appendix “B”

Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) LTD., and 663466 B.C. LTD
Appendix B

	Townline	WesGroup	Trillium	Symphony
Proposed Role	CM and DM	CM and DM	CM and DM	CM only (DM within CM framework)
CM Fee, Phase 1A	3.00% of construction cost	4.50% of cost of work	2.25% of final approved budget	3.0% of assumed $16M remaining hard cost
CM fee, additional phases	3.00%	3.50% concurrent; 4.00% future add-on	2%	3%
Pre-Construction Fee	$85,000	$150,000 fixed, 30-45 day takeover validation	Not proposed	Not proposed
DM Fee	$40,000/month for first 6 months, then $28,500	3% of hard cost to complete, plus $7,500/month sales administration	$7,500/month plus $25,000 at occupancy; additional $5,000/month and $100,000 in milestones for Phase 1B	Not separately proposed
Incentive	None proposed	Up to 20% of earned CM fee, capped at 0.90% of cost of work; all-in CM fee capped at 5.40%	$100,000 if Phase 1A occupancy by May 31, 2027; $100,000 if Phase 1B occupancy by September 30, 2027	Value engineering savings framework, open to discussion
Warranty administration	$1,800 per unit	$2,200 per unit	$500 per unit orientation and turnover; $800 per unit for 15 months	Included in Division 1 ($94,500)
Division 1	$1,058,004 (Phase 1A, 9-month staffing plan); $713,983 (Phase 1B)	$1,240,128 (Phase 1A); $970,400 (Phase 1B)	$987,300 (Phase 1A, 9 months); $2,270,448 (Phase 1A and 1B combined, 13 months)	$1,204,234 (Phase 1A); $243,500 incremental for Phase 1B
Hard cost estimate, Phase 1B	$12,349,998	$9,645,249	$10,045,257	$5,197,932
Phase 1A completion	May 2027	Not provided	May 6, 2027	March 2027
Phase 1B completion	August 1, 2027	9 months from start; excludes Block 9	August 13, 2027	Not provided
Approach to existing trades	Re-tender	Re-tender, other than Otis	Re-tender	Retain where viable
Comparable townhome projects	6 examples provided	6 examples provided	4 named; 20 in last 10 years	Moonlight Sonata only
Project takeover experience	9 examples provided	4 examples provided	5 examples provided	None provided
References provided	Yes	Yes	Yes	No
Insurance and WorkSafeBC clearance	Insurance - Yes WorkSafeBC - Not provided	Yes	Yes	Yes

Appendix “C”

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CCDC 5A

CCDC 5A

Construction Management Contract – for Services

2 0 1 0

Moonlight Sonata

Apply a CCDC 5A copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 5A – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

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

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER – FOR SERVICES

This agreement made on the _____ day of September in the year 2026
by and between

Symphony Homes (Moonlight Sonata) Limited by AlixPartners Restructuring, Inc., solely in its capacity as court-appointed Monitor of Symphony Homes (Moonlight Sonata) Limited and not in its personal, corporate or any other capacity

hereinafter called the *Owner*
and

Townline Construction Inc.

hereinafter called the *Construction Manager*

The *Owner* and *Construction Manager* agree as follows:

ARTICLE A-1 THE SERVICES

The *Construction Manager* shall

1.1 perform the *Services* for

Moonlight Sonata

insert above the title of the Project

located at

3588 Wayburne Drive, Burnaby, British Columbia

insert above the Place of the Project

and as further described in Article A-3 – DESCRIPTION OF THE PROJECT, for which the Agreement has been signed by the parties, and for which

insert above the name of the Consultant

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

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

1.3 commence the *Services* by the 1 day of September in the year 2026 and continue in accordance with any schedule provided in Article A-3 – DESCRIPTION OF THE PROJECT. The *Construction Manager*'s obligation to provide *Services* shall end no later than one year after the *Project In-Use Date*.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Services*.

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

Note: This contract is protected by copyright. Use of a CCDC 5A document not containing a CCDC 5A copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 5A copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 5A – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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ARTICLE A-3 DESCRIPTION OF THE PROJECT

3.1 The following is a description of the *Project* including intended use, scope, budget, schedule, phases if applicable, the anticipated *Project In-Use Date*, and any other information which further generally describes the nature of the *Project*:

The Project is a distressed project comprising of 130 Stacked Townhouses and an amenity building split between 13 blocks above a shared underground parkade. The Place of the Project currently has the majority of the below grade parkade structure built with Blocks 1-5 framed. Underground servicing is significantly progressed and Blocks 1-4 have a significant amount of the envelope completed as well as interior rough-ins. Per the current site plan, Blocks 1-8 are housing for sale, Block 9 is a mix of for sale and rental and Blocks 10-13 are rental; but the parties are in active discussions with the city to see if the site plan can be amended to increase the value of the property for the Owner.

Construction Manager is being brought on to complete the construction of Phase 1, subject to change depending on phasing requirements that will be finalized with the city. The Owner has an option to engage the Construction Manager to perform Services in respect of Phase 2 in accordance with the Contract Documents.

The intent is to complete the construction of Phase 1 as quickly as possible so as to monetize the Project. While no Project schedule or Project budget is in place as of the date of the Agreement, it is anticipated that construction will take no more than 10-12 months for Phase 1 and cost no more than $26 million, but neither party makes representation, warranty or guarantee with respect to the foregoing. As part of its services under the Pre-Construction Agreement, the Construction Manager will prepare, and continue to prepare as part of the Services, the Construction Manager a detailed Project budget and Project schedule in the timelines set out in the Contract Documents.

It is also acknowledged by the parties that this is a complicated, distressed Project and that significant challenges are expected. The Construction Manager will work proactively and cooperatively with the Owner to suggest means of optimizing outcomes and find solutions as challenges are encountered. It is further acknowledged that the Owner and Construction Manager intend to enter into a separate development management agreement and as such the Construction Manager will also be the development manager for this Project.

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ARTICLE A-4 CONTRACT DOCUMENTS

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

- the Agreement Between *Owner* and *Construction Manager* (including the Schedules to the Agreement)
- the Definitions
- the General Conditions

*

Supplementary Conditions
Drawing list
Division 1 Staffing
PPA Drawings
S219 Covenant
Block 9-13 budget provided at the RFP stage

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents)*

Note: This contract is protected by copyright. Use of a CCDC 5A document not containing a CCDC 5A copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 5A copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 5A – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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ARTICLE A-5 COMPENSATION FOR SERVICES

5.1 The *Construction Manager*'s compensation shall be equal to the sum of the *Construction Manager*'s fee as specified in paragraph 5.2 and the reimbursable expenses as described in paragraph 5.3.

5.2 The *Construction Manager*'s fee is comprised of one or more of the following:

.1* ~~A fixed amount of _____; and~~

.2* ~~A percentage amount of _____ percent (____%) of the *Construction Cost*. In the event that the *Owner* furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the *Project*, the *Construction Cost* for purposes of establishing the *Construction Manager's* fee is the cost of all materials and labour necessary to complete the *Project* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction. Where the actual cost has not been determined for all or part of the *Project*, the *Construction Cost* shall be the *Construction Cost Estimate*, as agreed by the *Owner* and the *Construction Manager*, at market rates at the anticipated time of construction; and~~

.3* ~~An amount based on the time based rates for personnel employed by the *Construction Manager* as described in Schedule C to the Agreement and engaged in performing the *Services* to the level of effort agreed prior to the commencement of the *Services*.~~

* *Strike out inapplicable paragraph(s).*

5.3 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred in performing the *Services*, and as identified in Schedules A2 and B2 to the Agreement plus the administrative charge of three _____ percent (3 %). If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the *Place of the Project* and supported with suitable documentation.

5.4 The *Owner* may by written request require the *Construction Manager* to:
- .1 provide prior to commencement of the *Services* an estimate of the total amount of the *Construction Manager*'s fee for the *Services* as described in paragraph 5.2.3;
- .2 provide prior to commencement of the *Services* an estimate of the total amount of the reimbursable expenses as described in paragraph 5.3 for evaluation and verification purposes; and
- .3 inform the *Owner* in writing prior to incurring reimbursable expenses as described in paragraph 5.3.

5.5 All amounts are in Canadian funds.

ARTICLE A-6 PAYMENT

6.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Project*. The *Owner* shall pay the *Construction Manager*:
- .1 payments on account of the compensation described in Article A-5 of the Agreement – COMPENSATION FOR SERVICES together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon completion of the *Services*, the unpaid balance of the compensation together with such *Value Added Taxes* as may be applicable to such payments.

6.2 Should the *Owner* fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
- .1 2% per annum above the prime rate for the first 60 days.
- .2 4% per annum above the prime rate after the first 60 days.

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

_____

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

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

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

7.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

7.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

7.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day.

7.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

7.5 An address for a party may be changed by *Notice in Writing* setting out the new address delivered to the other party in accordance with this Article.

Owner

Symphony Homes (Moonlight Sonata) Limited by AlixPartners Restructuring, Inc., solely in its capacity as court-appointed Monitor of Symphony Homes (Moonlight Sonata) Limited and not in its personal, corporate or any other capacity

*name of Owner**

address

facsimile number *email address*

Construction Manager

Townline Construction Inc.

*name of Construction Manager**

address

facsimile number *email address*

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

ARTICLE A-8 LANGUAGE OF THE CONTRACT

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

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

 # Complete this statement by striking out inapplicable term.

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ARTICLE A-9 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

Symphony Homes (Moonlight Sonata) Limited by AlixPartners Restructuring, Inc., solely in its capacity as court-appointed Monitor of Symphony Homes (Moonlight Sonata) Limited and not in its personal, corporate or any other capacity

name of Owner

Signed by:
Noah Goldstein
7100EDC0D13A4E6...

signature

Noah Goldstein

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name of person signing

signature

name of person signing

CONSTRUCTION MANAGER

Townline Construction Inc.

name of Construction Manager

Signed by:
8F531A4D4770444...

signature

Daniel Jekubik

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice, or Owner or Construction Manager requirement calls for:

(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or

(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

1. PRECONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the *Construction Manager* based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	**Performed by the Owner or Someone Other Than the Construction Manager**	**Performed by the Construction Manager (*F1/F2/F3)**	**Not Applicable**
1.1 General Services			
.1 Attend regular *Project* meetings with the *Owner* and the *Consultant*.		F3	
.2 Provide advice to the *Owner* and the *Consultant* with respect to construction and market conditions.		F3	
1.2 Predesign			
.1 Estimating:			
(1) Confirm or prepare a *Class D Construction Cost Estimate*.		F3	
(2) Advise the *Owner* if it appears that the *Construction Cost Estimate* may exceed the *Project* budget, and make recommendation for corrective action.			
.2 Scheduling: Prepare a preliminary overall *Project* schedule.		F3	
1.3 Schematic Design Phase			
.1 Constructability: Provide advice on site use and possible improvements, selection of materials, assembly systems, and, equipment and provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies.		F3	
.2 Estimating:		F3	
(1) Prepare a *Class C Construction Cost Estimate* at the end of the Schematic Design Phase.			
(2) Advise the *Owner* if it appears that the *Construction Cost Estimate* may exceed the *Project* budget, and make recommendation for corrective action.			
.3 Scheduling: Prepare in consultation with the *Consultant* and the *Owner* a preliminary *Project* schedule for the *Owner*'s review; such *Project* schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the *Project-In-Use Date*.		F3	
.4 Other Services: Assist in providing liaison and coordination among government authorities, utility companies, and other authorities having jurisdiction over the *Place of the Project*.		F3	
1.4 Design Development Phase			
.1 Constructability:		F3	
(1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.			
(2) Make recommendations to the *Owner* and the *Consultant* regarding the scope of *Work* packages, to help facilitate the subsequent bidding and awarding of trade and supply contracts.			
(3) Review the specifications and drawings and at the end of the Design Development Phase, make recommendations to the *Owner* and the *Consultant* as to constructability and coordination among the *Trade Contractors*.			
(4) Prepare general functional layout of construction site access and organization and *Temporary Work*.			
.2 Estimating and Cost Control:		F3	
(1) Prepare a *Class B Construction Cost Estimate* at the end of the Design Development Phase.			
(2) Advise the *Owner* if it appears that the *Construction Cost Estimate* may exceed the *Project* budget, and make recommendations for corrective action.			
(3) Establish a cost control program, and prepare a cash flow forecast for the *Project*.			
.3 Scheduling:		F3	
(1) Review and update the *Project* schedule with appropriate details.			
(2) Advise the *Owner* if it appears that the *Project* schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the *Owner*, update the *Project* schedule, and make recommendations for corrective action.			
(3) Make recommendations to the *Owner* regarding any equipment or materials, which should be pre-ordered to meet the *Project* schedule.			

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SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

1. PRECONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the *Construction Manager* based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	**Performed by the Owner or Someone Other Than the Construction Manager**	**Performed by the Construction Manager (*F1/F2/F3)**	**Not Applicable**
1.5 Construction Document Phase			
.1 Constructability:		F3	
(1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.			
(2) Review the specifications and drawings and make recommendations to the *Owner* and the *Consultant* as to clarity, consistency, constructability, and coordination among *the Trade Contractors*.			
(3) Assist the *Owner* and the *Consultant* in preparing bid documents for *Trade Contractors*.			
(4) Assist the *Owner* in determining the contract security requirements of *Trade Contractors*.			
.2 Estimating and Cost Control:		F3	
(1) Update the *Class B Construction Cost Estimate* at defined intervals of *Construction Documents* completion.			
(2) Prepare a *Class A Construction Cost Estimate* at the end of the Construction Document Phase.			
(3) Update the cash flow forecasts for the *Project*.			
(4) Advise the *Owner* if it appears that the *Construction Cost Estimate* may exceed the *Project* budget and make recommendations for corrective action.			
.3 Scheduling:		F3	
(1) Review and update the *Project* schedule with appropriate details.			
(2) Advise the *Owner* if it appears that the *Project* schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the *Owner*, and make recommendations for corrective action, including changes to *Project* scope, schedule or budget.			
.4 Make recommendations to the *Owner* regarding any equipment or materials which should be pre-ordered to meet the *Project* objective.		F3	
.5 Prepare general requirements.		F3	
.6 Collate, assemble and distribute bid documents.		F3	
1.6 Construction Procurement Phase			
.1 Scheduling:		F3	
(1) Review and update the *Project* schedule with appropriate details.			
.2 Contracting:		F3	
(1) Develop methods of solicitation for *Trade Contractors* and the distribution of addenda.			
(2) Prepare the prequalification criteria for *Trade Contractors* and *Suppliers* as required by the *Owner*.			
(3) Review for completeness and coordinate all bid documents for the solicitation of competitive bids for the *Work* of each *Trade Contractor*.			
.3 Solicit bids.		F3	
.4 Assist the *Owner* in the evaluation and awarding of contracts.		F3	
.5 Update the cash flow forecasts for the *Project*.		F3	

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SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

2. CONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the *Construction Manager* based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	**Performed by the Owner or Someone Other Than the Construction Manager**	**Performed by the Construction Manager (*F1/F2/F3)**
2.1 General Services		
.1 Chair and minute regular *Project* meetings with the *Owner*, the *Consultant* and *Trade Contractors*.		F3
.2 Organize and distribute all documents related to the performance of the contract and execution of the *Work* of each *Trade Contractor*.		F3
.3 Provide administration as described in the trade contract documents including.		F3
(1) Facilitate all communications among the *Owner*, the *Consultant*, the *Payment Certifier*, and *Trade Contractor*s that relate to the *Project*.		
(2) In the first instance, receive all questions in writing by the *Owner* or *Trade Contractors* for interpretations and findings relating to the performance of the *Work* or the interpretation of the trade contract documents except with respect to financing information required of the *Owner*.		
(3) In the first instance, give interpretations and make findings on matters in question relating to the performance of any *Work* or the requirements of the trade contract documents, except with respect to any and all architectural and engineering aspects of the *Project* or financing information required of the *Owner*.		
(4) During the progress of the *Work*, issue supplemental instructions to *Trade Contractors* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Construction Manager* and *Trade Contractors*.		
(5) Promptly investigate, make findings and inform the *Owner*, *Trade Contractors* and the *Consultant* concerning all concealed or unknown conditions which are discovered by the *Construction Manger* or of which *Notice in Writing* is given to the *Construction Manager*.		
(6) Make findings upon all claims for a change in any trade contract price, and provide *Notice in Writing* of such findings to all parties within 30 *Working Days* after receipt of such claim or within such other time period as may be agreed by the parties.		
(7) Give instructions necessary for the proper performance of *Work* of each *Trade Contractor* during any dispute so as to prevent delays pending settlement of such dispute.		
(8) Investigate the impact on *Work of each Trade Contractor* of the discovery of any fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Project*, and advise the *Owner* concerning the issuance of appropriate instructions for any change in *Work* as a result of such discovery.		
(9) Act on behalf of the *Owner*, *Trade Contractors* and the *Consultant* for the purpose of adjusting the amount of any loss or damage payment with insurers under property or boiler and machinery policies affecting any *Work*.		
2.2 Project Control and Scheduling		
.1 (1) Establish and implement organization and procedures with respect to all aspects of the *Project*.		F3
(2) Provide to *Trade Contractors* the *Project* schedule that indicates the timing of major activities of the *Project* in sufficient detail for *Trade Contractors* to schedule their *Work*.		
(3) Provide coordination and general direction for the progress of the *Project*.		
(4) Monitor the *Work* of each *Trade Contractor*.		
(5) Coordinate all *Trade Contractors* in the performance of their respective *Work*, with one another and with the activities and responsibilities of the *Owner* and the *Consultant*.		
(6) Review the performance of *Trade Contractors*' personnel and equipment and the availability of materials and supplies to meet the *Project* schedule and recommend courses of action to the *Owner* when requirements of a trade contract are not being met.		
(7) Provide regular monitoring of the schedule as construction progresses. Identify potential variances to planned completion dates. Review schedule for work not started or incomplete and recommend to the *Owner* and *Trade Contractors* adjustments in the schedule to achieve the *Project In-Use Date*. Provide summary reports of each monitoring and document all changes in schedule.		

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2. CONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the *Construction Manager* based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	**Performed by the Owner or Someone Other Than the Construction Manager**	**Performed by the Construction Manager (*F1/F2/F3)**
2.3 Common Construction Facilities and Services .1 Arrange for the required *Temporary Work*.		F3
2.4 Cost Control and Accounting **.1** (1) Prepare and update the *Construction Cost* cash flow forecasts in accordance with the *Project* budget as specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the *Owner*. (2) Develop, implement and maintain a system of *Project* cost control and accounting. (3) Advise the *Owner* and the *Consultant* on the variances between actual cost and *Construction Cost Estimate*. (4) Provide reasonable assistance and information to permit recovery of all tax rebates where applicable. (5) Jointly with each *Trade Contractor*, prepare a schedule showing when items called for under cash allowances must be ordered to avoid delaying the progress of *Work*. (6) Provide recommendations to the *Owner* for necessary changes to maintain *Project* budget and *Project* schedule.		F3
2.5 Changes in Work **.1** (1) Develop and implement a system for processing changes in any *Work*. (2) Recommend appropriate changes in any *Work* to the *Owner* and the *Consultant*. (3) Review requests for changes in any *Work* and provide recommendations to the *Owner* and the *Consultant* and, if necessary, assist in negotiation. (4) Prepare and issue to *Trade Contractors* change orders and change directives, including written descriptions of proposed changes in *Work*, all of which are to be prepared in consultation with the *Consultant* when they are related to the specifications and drawings.		F3
2.6 Payments to Trade Contractors and Suppliers **.1** (1) Develop and implement a procedure for timely process of payments to *Trade Contractors* and *Suppliers*. (2) Promptly inform the *Owner* of the date of receipt of the *Trade Contractors*' applications for payment. (3) Promptly forward to the *Payment Certifier* the applications for payment received from the *Trade Contractors*. **.2** (1) Determine the amounts owing to *Trade Contractors* and issue certificates for payment based on the *Construction Manager*'s observations and evaluation of *Trade Contractors*' applications for payment.		F3 F3
2.7 Field Review **.1** (1) Develop, implement and maintain a system for quality assurance and quality control. (2) Reject work that in the opinion of the *Construction Manager* or the *Consultant* does not conform to the requirements of the trade contract documents and whenever it is considered necessary or advisable, require inspection or testing of work.		F3
2.8 Health and Construction Safety **.1** (1) Subject to paragraph 3.1.2 of GC 3.1 – PROVISION OF INFORMATION AND OBLIGATIONS, be responsible for establishing, initiating, maintaining, and overseeing the health and safety precautions and programs required to be put in place at the *Place of the Project* and review with the *Owner* all safety programs for adequacy. (2) Review with the *Owner* the *Trade Contractors*' safety programs for compliance.		F3

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SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

2. CONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the *Construction Manager* based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	**Performed by the Owner or Someone Other Than the Construction Manager**	**Performed by the Construction Manager (*F1/F2/F3)**
2.9 Submittals **.1** (1) Establish procedures for processing submittals. (2) Coordinate all relevant information required to perform any *Work*. (3) Upon request by any *Trade Contractor* or the *Consultant*, jointly prepare a schedule of the dates for provision, review and return of shop drawings. (4) Forward to the *Consultant* for review all shop drawings that are considered to be complete. (5) Indicate in writing the *Consultant's* acceptance or rejection of all deviations in the shop drawings from the requirements of the trade contract documents. (6) Return all shop drawings in accordance with the agreed schedule, or in the absence of such agreed schedule, with reasonable promptness so as to cause no delay in the performance of any *Work*.		F3
2.10 Reports and Project Site Documents **.1** (1) Keep a daily log available to the *Owner* and the *Consultant*. (2) Maintain copies of all necessary documents at the *Place of the Project*. (3) Collate and compile record documents and operating and maintenance manuals in accordance with the *Owner's* requirements.		F3
2.11 Start-up **.1** (1) Assist the *Owner* in coordinating and monitoring initial start-up and testing conducted by *Trade Contractors*. (2) Coordinate the commissioning of utilities, systems and equipment.		F3
2.12 Substantial Performance of the Work **.1** (1) Subject to applicable legislation, arrange for the issuance of the necessary certificates respecting *Substantial Performance of the Work* of each *Trade Contractor* or designated portions thereof, lists of incomplete or unsatisfactory items, and schedules for their completion. (2) Distribute certificates of *Substantial Performance of the Work* and final certificates for payment of *Work* of each *Trade Contractor*. (3) Arrange with *Trade Contractors* to finish *Work* to be completed or corrected.		F3
2.13 Project In-Use Date **.1** (1) Determine, in consultation with the *Owner* and the *Consultant*, and advise *Trade Contractors* in writing of, the *Project In-Use Date*.		F3
2.14 Handover **.1** (1) Inform the *Owner* and the *Consultant* in writing when *Work* of each *Trade Contractor* is ready for final review prior to issuance of final certificate for payment. (2) Seek, obtain and transmit to the *Owner* warranties (in consultation with the *Consultant*, if applicable), affidavits, releases, bonds, insurances, and waivers received from *Trade Contractors*. (3) Turn over to the *Owner* all keys and maintenance stocks. (4) Arrange for the issuance of the final certificate for payment for each *Trade Contractor*. (5) Assist the *Owner*'s operating staff to facilitate a smooth and proper takeover of *Work* of each *Trade Contractor* and the *Project*, including all necessary training and instruction of the *Owner*'s operating staff.		F3

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3. POST-CONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – COMPENSATION FOR SERVICES. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – COMPENSATION FOR SERVICES. F3 Fee to the *Construction Manager* based on time-based rates as described in paragraph 5.2.3 of Article A-5 – COMPENSATION FOR SERVICES.)	**Performed by the Owner or Someone Other Than the Construction Manager**	**Performed by the Construction Manager (*F1/F2/F3)**
3.1 General Services **.1** (1) Chair and minute *Project* meetings with the *Owner*, the *Consultant*, and *Trade Contractors*. (2) Prepare final *Construction Cost* report.		F3
3.2 Occupancy Review **.1** Assist the *Owner* in conducting post-construction occupancy review.		F3
3.3 Warranties **.1** Assist the *Owner* in administering warranties.		F3

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SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

Unless otherwise agreed to by the parties or as indicated in the following table, all expense items relating to *Services* are included in the *Construction Manager*'s fee as described in paragraph 5.2 of Article of the Agreement A-5 – COMPENSATION FOR SERVICES.

	Costs Included in the Construction Manager's Fee (A5.2)	**Reimbursable Expenses (A5.3)**
1. Travel and subsistence expenses of the *Construction Manager*'s personnel outside a radius of 50km from the *Place of the Project*.	✔	☐
2. Charges for long distance telephone and facsimile communications, courier services, and reproduction of trade contract documents incurred in relation to the performance of this *Contract*.	✔	☐
3. The cost of *Project* specific information technology support in accordance with the method determined by the parties.	☐	✔
4. Deposits lost, provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*.		✔
5. The costs to the *Construction Manager* that result from any *Trade Contractor*'s insolvency or failure to perform.		✔
6. Charges levied by authorities having jurisdiction at the *Place of the Project*.		✔
7. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.		✔
8. Any adjustment in taxes and duties directly related to the *Project* for which the *Construction Manager* is liable.		✔
9. Losses and expenses sustained by the *Construction Manager* for matters which are the subject of the insurance coverages obtained pursuant to GC 8.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable.		✔
10. The costs incurred due to emergencies affecting the safety of persons or property.		✔
11. Legal costs incurred by the *Construction Manager* in relation to the performance of the *Services* provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*.		✔
12. Such other costs directly incurred by the *Construction Manager* in the performance of this *Contract* as follows:		✔

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SCHEDULE B1 – ADDITIONAL SERVICES AND COMPENSATION

The *Construction Manager* will provide the following additional services and *Temporary Work* that are within the scope of the *Services*:

	Method of Compensation (*F1/F2/F3)

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SCHEDULE B2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE B1

Unless otherwise agreed to by the parties or as indicated in the following table, all expense items relating to additional services are included in the *Construction Manager*'s fee as described in paragraph 5.2 of Article of the Agreement A-5 – COMPENSATION FOR SERVICES.

	Costs Included in the Construction Manager's Fee (A5.2)	**Reimbursable Expenses (A5.3)**
1. Travel and subsistence expenses of the *Construction Manager*'s personnel outside a radius of 50km from the *Place of the Project*.	✔	☐
2. Charges for long distance telephone and facsimile communications, courier services, reproduction of trade contract documents incurred in relation to the performance of this *Contract*.	✔	☐
3. Deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*.	☐	✔
4. The costs to the *Construction Manager* that result from any *Trade Contractor*'s insolvency or failure to perform.	☐	✔
5. The cost of all products purchased by the *Construction Manager* for the *Project*, including cost of transportation thereof.	☐	✔
6. The cost of all equipment and services required for the *Construction Manager*'s field office.	☐	✔
7. The amounts of all contracts between the *Construction Manager* and subcontractors and suppliers.	☐	✔
8. The cost of quality assurance such as independent inspection and testing services.	☐	✔
9. Any adjustment in premiums for insurance which the *Construction Manager* is required, by this *Contract*, to purchase and maintain.	☐	✔
10. If applicable, the cost of time-based rate for labour in the direct employ of the *Construction Manager* in performing the additional services described in Schedule B1.	☐	✔
11. Charges levied by authorities having jurisdiction at the *Place of the Project*.		✔
12. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.		✔
13. Any adjustment in taxes and duties directly related to the *Project* for which the *Construction Manager* is liable.		✔
14. Losses and expenses sustained by the *Construction Manager* for matters which are the subject of the insurance coverages obtained pursuant to GC 8.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, are within the deductible amounts or are not insurable.		✔
15. The costs incurred due to emergencies affecting the safety of persons or property.		✔
16. Legal costs, incurred by the *Construction Manager* in relation to the performance of the *Project* provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*.		✔
17. Such other costs directly incurred by the *Construction Manager* in performing the additional services as follows:		✔

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SCHEDULE C – TIME-BASED RATES FOR PERSONNEL EMPLOYED BY THE CONSTRUCTION MANAGER

Personnel employed by the Construction Manager in the performance of the Services	Unit	Rate
Note: All charge out rates below are inclusive of all overheads and burdens for a fulltime equivalent. In the event the person is not working on the project full time their charge out rate will be multiplied by the percentage allocation. For example, if the project manager is working 25% of the time on the project, the monthly rate will be multiplied by 25%.		
Project Manager	month	$31,500
Project Coordinator	month	$13,900
CSA Officer (Corporate Safety)	hour	$86.94
General Superintendent (Prorated monthly value)	month	$9,350
Site Superintendent	month	$25,800
Assistant Site Superintendent	month	$16,500
Quality PDI Lead	month	$12,300
Labourer	hour	$51.00
Field/Logistics Coordinator	month	$13,900
Carpenter Foreman	hour	$75.00
Carpenter	hour	$65.00
Labour Foreman	hour	$58.00
Operator Small Equipment / Operator Heavy Equipment	hour	$54 / $75
Flagging Crew Member / TCP (Traffic Control Professional)	hour	$55.00
CSO - OFA 3 / CSO - OFA 2 (Officer First Aid)	month	$69 / $58
Estimator	month	$16,500

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DEFINITIONS

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

Class A Construction Cost Estimate
The *Class A Construction Cost Estimate* is an estimate of the *Construction Cost* based on the completed *Construction Documents.* *Class A Construction Cost Estimate* is the final estimate before the bid or proposal call. *Class A Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class B Construction Cost Estimate
The *Class B Construction Cost Estimate* is an estimate of the *Construction Cost* with a level of precision that is based on the degree of completion of the *Construction Documents* at the time of preparation of the estimate. The *Class B Construction Cost Estimate* is typically prepared when all site or installation investigations are completed and the design of the major systems and sub-systems of the *Project* (including outline specifications and preliminary drawings and models) are well underway. *Class B Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class C Construction Cost Estimate
The *Class C Construction Cost Estimate* is an estimate of the *Construction Cost* based on updated *Owner* requirements, general description of the *Project*, preliminary site information and existing conditions, and takes into consideration market conditions as well as basic implementation logistics. *Class C Construction Cost Estimate* shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Class D Construction Cost Estimate
The *Class D Construction Cost Estimate* is an estimate of the *Construction Cost* based on the *Owner*'s functional requirements to the degree known at the time. The *Class D Construction Cost Estimate* shall as a minimum be based on historical cost data for similar projects, suitably adjusted for such factors as inflation, location, risk, quality, size, and time. All related factors affecting cost are considered to the extent possible. The *Class D Construction Cost Estimate* provides the *Owner* an indication of the order of magnitude of the *Construction Cost* for a project completed within the estimated completion date, and shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Construction Cost
Construction Cost means the actual cost of all elements of the *Project* including all applicable taxes but excluding the applicable value added taxes, whether recoverable or not. *Construction Cost* does not include the compensation of the *Construction Manager* and the *Consultant*.

Construction Cost Estimate
Construction Cost Estimate is either a *Class A Construction Cost Estimate*, a *Class B Construction Cost Estimate*, a *Class C Construction Cost Estimate*, or a *Class D Construction Cost Estimate*, as the context shall require and is prepared with a level of precision commensurate with the level of detail of information available at the time.

Construction Documents
The *Construction Documents* consist of the specifications and drawings that are consistent with the *Contract Documents* and are prepared by the *Consultant* and accepted by the *Owner* after execution of the Agreement for the performance of the *Project*.

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

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

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

Contract Documents
The *Contract Documents* consist of those documents listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

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Contract Time
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE SERVICES.

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

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

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

Place of the Project
The *Place of the Project* is the designated site or location of the *Project* identified in this Agreement.

Project
The *Project* means the total construction as described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT contemplated by the *Owner*.

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

Services
The *Services* means all services described in Schedule A1 to the Agreement – SERVICES AND COMPENSATION and Schedule B1 to the Agreement – ADDITIONAL SERVICES AND COMPENSATION to be performed by the *Construction Manager* under this *Contract*.

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

Supplier
A *Supplier* is a person or entity having a direct contract with the *Owner* to supply products.

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

Trade Contractor
Trade Contractor is the person or entity identified as such in a trade contract between the *Owner* and the *Trade Contractor* to perform *Work*.

Value Added Taxes
Value Added Taxes means such sums as shall be levied upon the *Owner*'s payment to the *Construction Manager* by the Federal or any Provincial or Territorial government and is computed as a percentage of such payment and includes the Goods and Services Tax, the Quebec Sales Tax, The Harmonized Sales Tax, and any other similar tax, the collection and payment of which have been imposed on the *Construction Manager* by tax legislation.

Work
Work means the construction and related services required to be performed by a *Trade Contractor*.

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

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GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 If there is a conflict within the *Contract Documents*:

.1 the order of priority of documents, from highest to lowest, shall be

- the Agreement between the *Owner* and the *Construction Manager* (including the Schedules to the Agreement),
- the Definitions,
- Supplementary Conditions, if any
- the General Conditions.

.2 later dated documents shall govern over earlier documents of the same type.

.3 amendments to documents shall govern over documents so amended.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3.2 No action or failure to act by the *Owner* or the *Construction Manager* shall constitute a waiver of any right or duty afforded either of them under this *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

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

GC 1.5 PROJECT REPRESENTATIVES

1.5.1 The *Owner*, *Construction Manager* and *Consultant* may appoint one or more project representatives to assist in carrying out their responsibilities under this *Contract*. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing.

PART 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

GC 2.1 SERVICES

2.1.1 The *Construction Manager* shall provide the basic services identified in Schedule A1 to the Agreement and additional services identified in Schedule B1 to the Agreement.

2.1.2 The *Construction Manager* shall retain the personnel named in the Agreement in their designated roles for the duration of the assignment and promptly inform and obtain approval by the *Owner* of any change.

2.1.3 In providing the *Services*, the *Construction Manager* assumes no responsibility for, nor offers any professional advice with respect to, any and all architectural or engineering aspects of the *Project* or the *Consultant*'s services.

2.1.4 The authority of the *Construction Manager* as agent of the *Owner* is expressly limited to the provision of the *Services* more particularly described in Schedules A1 and B1 to the Agreement.

2.1.5 Interpretations and findings of the *Construction Manager* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Construction Manager* will not show partiality to either the *Owner* or *Trade Contractors*.

PART 3 OWNER'S RESPONSIBILITIES

GC 3.1 PROVISION OF INFORMATION AND OBLIGATIONS

3.1.1 The *Owner* shall:

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

.2 inform the *Construction Manager* of the scope and terms of the *Consultant*'s services;

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.3 inform the *Consultant* of the scope and terms of the *Services*;
.4 coordinate and facilitate the services of the *Construction Manager* and the *Consultant*;
.5 enter into contracts or written agreements with *Trade Contractors* to perform the *Work*. Such agreements shall be consistent with the requirements of CCDC 17 – STIPULATED PRICE CONTRACT BETWEEN OWNER AND TRADE CONTRACTOR FOR CONSTRUCTION MANAGEMENT PROJECTS;
.6 inform the *Construction Manager* of the scope and terms of each trade contract;
.7 upon request by the *Construction Manager*, furnish to the *Construction Manager* reasonable evidence that financial arrangements have been made and that adequate financing is available in order to ensure the completion of the *Project*;
.8 communicate with *Trade Contractors* through the *Construction Manager* except:
(1) for direct communications with the *Payment Certifier*,
(2) with respect to formal notices in writing, or
(3) when expressly specified in a trade contract.
.9 pay *Trade Contractors* in accordance with the terms and conditions of each trade contract;
.10 furnish promptly to the *Construction Manager* all information that is required for the *Project* regarding the *Place of the Project* including surveys as to the physical characteristics of the site, soils reports, subsurface investigations, legal limitations, utility locations, and legal description. The *Construction Manager* shall be entitled to rely on such information;
.11 provide full and timely information and approvals regarding the requirements of the *Project* for the orderly progress of the *Services*;
.12 review documents submitted by the *Construction Manager* and give the *Construction Manager* timely decisions for the orderly progress of the *Services*;
.13 obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits;
.14 provide, maintain and pay for the insurance coverages required for the *Project* in accordance with Part 8 of the General Conditions – INSURANCE;
.15 immediately notify the *Construction Manager* if the *Owner* observes or otherwise becomes aware of any fault or defect in the *Work*, the *Project* or any non-conformity with the requirements of the *Contract*;
.16 designate in writing a representative who shall be fully acquainted with the *Project* and shall have the authority to act on the *Owner*'s behalf in relation to all duties and responsibilities of the *Owner* under this *Contract*; and
.17 designate in writing a *Payment Certifier* and advise the *Construction Manager* and the *Consultant*.

3.1.2 The *Owner* shall be responsible for construction health and safety at the *Place of the Project* in compliance with the rules, regulations and practices required by the applicable health and construction safety legislation.

PART 4 PAYMENT

GC 4.1 APPLICATIONS FOR PAYMENT

4.1.1 The *Construction Manager*'s applications for payment shall be made monthly as the *Services* progress or in accordance with such other period agreed to by the *Owner* and the *Construction Manager*.

4.1.2 The amount claimed shall be in accordance with a schedule agreed to by the *Owner* and the *Construction Manager*, or in the absence of such a schedule, equal to the value of the *Services* provided as of the last day of the payment period.

GC 4.2 PAYMENT

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

4.2.2 No deductions shall be made by the *Owner* from amounts payable to the *Construction Manager* other than those for which the *Construction Manager* is proven to be responsible as in accordance with Part 7 – DISPUTE RESOLUTION or has agreed to pay.

4.2.3 Variance from the *Construction Cost Estimate* established under this *Contract* shall not constitute grounds for the *Owner* to withhold fees due to the *Construction Manager*.

4.2.4 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Project*.

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PART 5 CHANGES

GC 5.1 CHANGES TO THE PROJECT

5.1.1 The *Owner*, without invalidating this *Contract*, may make changes in the *Project* provided they are within the general scope of the *Project* and of the *Services*.

5.1.2 The *Construction Manager* shall promptly advise the *Owner* if a change contemplated by the *Owner* under paragraph 5.1.1 will change the *Construction Manager*'s compensation or the *Project In-Use Date*.

5.1.3 If the *Owner* and the *Construction Manager* agree on an adjustment to the *Construction Manager*'s compensation or *Contract Time*, such agreement shall be recorded in writing.

5.1.4 If the *Owner* and *Construction Manager* cannot agree on the change in *Construction Manager*'s compensation, the matter shall be determined in accordance with the provisions of Part 7 of the General Conditions – DISPUTE RESOLUTION.

5.1.5 If the *Contract Time* is exceeded or extended through no fault of the *Construction Manager*, the *Construction Manager*'s compensation shall be adjusted accordingly to cover the *Construction Manager*'s additional costs.

GC 5.2 CHANGES IN SERVICES

5.2.1 Any agreement between the *Owner* and the *Construction Manager* on a change to the *Services* shall be recorded in writing.

PART 6 DEFAULT NOTICE

GC 6.1 OWNERS' RIGHT TO TERMINATE THE CONTRACT

6.1.1 If a party is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate this *Contract* by giving the party or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

6.1.2 If the *Construction Manager* neglects to properly perform the *Service* or otherwise fails to comply with the requirements of this *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager*'s contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

6.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner*'s instructions if the *Construction Manager*:
- .1 commences the correction of the default within the specified time, and
- .2 provides an acceptable schedule to the *Owner* for such correction, and
- .3 corrects the default in accordance with the *Contract* terms and with such schedule.

6.1.4 If the *Construction Manager* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due to the *Construction Manager*, or
- .2 terminate the *Construction Manager*'s right to continue with the *Services* in whole or in part or terminate this *Contract*.

6.1.5 If the *Owner* terminates this *Contract* as provided in paragraphs 6.1.1 and 6.1.4, the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all *Services* properly performed to the effective termination date, including reimbursable expenses and applicable taxes then due.

6.1.6 The *Owner* may, if conditions arise which make it necessary for reasons other than as provided in paragraphs 6.1.1 and 6.1.4, terminate this *Contract* by giving *Notice in Writing* to that effect to the *Construction Manager*.

6.1.7 Suspension of the *Project* shall be deemed to have occurred if:
- .1 the *Project* has been stopped at the *Owner*'s request or due to no fault of the *Construction Manager*, and
- .2 such stoppage or stoppages have continued individually for a period of 30 calendar days or collectively for a period of 60 calendar days.

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6.1.8 If the *Owner* terminates this *Contract* as provided in paragraph 6.1.6 or suspends the *Project* as described in paragraph 6.1.7:

.1 the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all *Services* performed to the effective termination date, including reimbursable expenses and applicable taxes then due; and

.2 the *Construction Manager* shall be entitled to reasonable termination costs and an amount for anticipated loss of profit.

GC 6.2 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE THE CONTRACT

6.2.1 If the *Owner* fails to comply with the requirements of this *Contract* to a substantial degree, including but not limited to the non-payment of compensation for *Services* described in Article A-5 – COMPENSATION FOR SERVICES, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, give the *Owner Notice in Writing* that the *Owner* is in default of the *Owner*'s contractual obligations and notify the *Owner* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

6.2.2 If the *Owner* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Construction Manager* may have, the *Construction Manager* may terminate this *Contract*.

6.2.3 If the *Construction Manager* terminates this *Contract* as described in paragraph 6.2.2:

.1 the *Owner* shall pay the *Construction Manager* within 30 calendar days of the date that an invoice is submitted for all *Services* performed to the effective termination date, including reimbursable expenses and applicable taxes then due; and

.2 the *Construction Manager* shall be entitled to reasonable termination costs and an amount for anticipated loss of profit.

PART 7 DISPUTE RESOLUTION

GC 7.1 NEGOTIATION, MEDIATION AND ARBITRATION

7.1.1 Differences between the parties to this *Contract* as to the interpretation, application or administration of this *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, shall be settled in accordance with the requirements of this General Condition.

7.1.2 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

7.1.3 If the parties so agree the dispute shall be submitted to mediation or arbitration in accordance with the provisions of the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect as at the date of this *Contract*.

7.1.4 If no agreement is made for mediation or arbitration as described in paragraph 7.1.3, the parties may refer the unresolved dispute to the courts or to any other agreed form of dispute resolution.

PART 8 INSURANCE

GC 8.1 INSURANCE

8.1.1 The *Owner* shall obtain, maintain and pay for 'wrap-up' general liability insurance in the joint names of the *Owner*, the *Construction Manager*, the *Consultant*, all *Trade Contractors*, all subconsultants, and all trade subcontractors with limits of not less than $10,000,000 per occurrence and a deductible not more than $10,000. The insurance coverage shall be primary to all other insurance policies and shall not be substantially less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320, except for liability arising from damage to the *Project* during construction, which shall be limited to the completed operations period. The insurance shall be maintained from the date of commencement of the *Project* until 90 calendar days after the *Project In-Use Date*. The *Owner* is responsible to provide coverage for completed operations hazards from the *Project In-Use Date* for a period of 2 years.

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8.1.2 The *Owner* shall obtain, maintain and pay for 'broad form' property insurance in the joint names of the *Owner*, the *Construction Manager*, the *Consultant*, and all *Trade Contractors*. The policy shall have limits of not less than the sum of 1.1 times the *Construction Cost Estimate* with a deductible not more than $10,000. The "Broad Form" property insurance shall be provided from the date of commencement of the *Project* until the earliest of:

.1 10 calendar days after the *Project In-Use Date*;

.2 on the commencement of use or occupancy of any part or section of the *Work* of any *Trade Contractors* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Project*;

.3 when the *Place of the Project* is left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

8.1.3 The *Owner* shall or cause to obtain, maintain and pay for an Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Project*. The policy shall have limits of not less than $10,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard.

8.1.4 The *Construction Manager* shall provide, maintain and pay for general liability insurance that has limits of not less than $5,000,000 per occurrence and a deductible not more than $5,000. The policy shall be maintained from the date of commencement of the *Project* until the *Construction Manager* completes the *Services*. Liability coverage shall be provided for completed operations hazards on an ongoing basis for a period of 6 years following the *Project In-Use Date*.

8.1.5 The *Construction Manager* shall provide, maintain and pay for Automobile Liability Insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy. The policy shall have limits not less than $5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the *Construction Manager*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Construction Manager* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Construction Manager*.

8.1.6 Prior to commencement of the *Project* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the parties shall promptly provide each other with confirmation of coverage that they are responsible for and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Project*.

8.1.7 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of this *Contract*.

8.1.8 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Project*.

PART 9 INDEMNIFICATION AND WAIVER OF CLAIMS

GC 9.1 INDEMNIFICATION

9.1.1 The *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Project In-Use Date* or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Project*.

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

9.1.2 The obligation of either party to indemnify as set forth in paragraph 9.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 8.1 – INSURANCE, the insurance limit for the loss so covered as prescribed in GC 8.1 – INSURANCE.

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.2 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 8.1 – INSURANCE, the *Construction Manager*'s compensation as recorded in Article A-5 of the Agreement – COMPENSATION FOR SERVICES.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 9.1.2.1 and 9.1.2.2 shall apply.

9.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 9.1.1 and 9.1.2 shall be inclusive of interest and all legal costs.

9.1.4 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known to the party required to give such *Notice in Writing*;

.2 should either party be required as a result of its obligation to indemnify the other pay or satisfy a final order, judgment or award made against the party entitled by this *Contract* to be indemnified, then the indemnifying party, upon assuming all liability for any costs that might result, shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 9.2 WAIVER OF CLAIMS

9.2.1 As of the date of one year from the *Project In-Use Date*, the *Construction Manager* waives and releases the *Owner* from all claims which the *Construction Manager* has or reasonably ought to have knowledge of that could be advanced by the *Construction Manager* against the *Owner* arising from the *Construction Manager*'s involvement in the *Project*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Project In-Use Date*, except as follows:

.1 claims arising prior to or on the *Project In-Use Date* for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* no later than 20 days after the *Project In-Use Date*;

.2 indemnification for claims advanced against the *Construction Manager* by third parties for which a right of indemnification may be asserted by the *Construction Manager* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims resulting from acts or omissions which occur after the *Project In-Use Date*.

9.2.2 The *Construction Manager* waives and releases the *Owner* from all claims referenced in paragraph 9.2.1.3 except for those referred in paragraph 9.2.1.2 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* within 395 calendar days following the *Project In-Use Date*.

9.2.3 As of the date of one year from the *Project In-Use Date*, the *Owner* waives and releases the *Construction Manager* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Construction Manager* arising from the *Owner*'s involvement in the *Project*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Project In-Use Date*, except as follows:

.1 claims arising prior to or on the *Project In-Use Date* for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* no later than 20 days from the *Project In-Use Date*;

.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of this *Contract*;

.3 damages arising from the *Construction Manager*'s actions which result in substantial defects or deficiencies in the *Project*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Project* which affect the *Project* to such an extent or in such a manner that a significant part or the whole of the *Project* is unfit for the purpose intended by this *Contract*;

.4 claims arising from acts or omissions which occur after the *Project In-Use Date*.

9.2.4 The *Owner* waives and releases the *Construction Manager* from all claims referred to in paragraph 9.2.3.3 except for those referred in paragraph 9.2.3.2 and claims for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* within a period of six years from *Project In-Use Date* should any limitation statute of the Province or Territory of the *Place of the Project* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:

.1 any limitation statute of the Province or Territory of the *Place of the Project*; or

.2 the Civil Code of Quebec if the *Place of the Project* is the Province of Quebec.

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9.2.5 The *Owner* waives and releases the *Construction Manager* from all claims referenced in paragraph 9.2.3.4 except for those arising from claims for which *Notice in Writing* has been received by the *Construction Manager* from the *Owner* within 395 calendar days following the *Project In-Use Date*.

9.2.6 *Notice in Writing* of claim as provided for in GC 9.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 9.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:

.1 a clear and unequivocal statement of the intention to claim;
.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
.3 a statement of the estimated quantum of the claim.

9.2.7 The party giving *Notice in Writing* of claim as provided for in GC 9.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

9.2.8 Where the event or series of events giving rise to a claim made under paragraphs 9.2.1 or 9.2.3 has a continuing effect, the detailed account submitted under paragraph 9.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events that gave rise to the claim.

9.2.9 If a *Notice in Writing* of claim pursuant to paragraph 9.2.1.1 is received on the 18th or 19th calendar day after the *Project In-Use Date*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 9.2.3.1 shall be extended to 24 calendar days after the *Project In-Use Date*.

9.2.10 If a *Notice in Writing* of claim pursuant to paragraph 9.2.3.1 is received on the 18th or 19th calendar day after the *Project In-Use Date*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 9.2.1.1 shall be extended to 24 calendar days after the *Project In-Use Date*.

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SUPPLEMENTARY CONDITIONS

A. GENERAL

The following Supplementary Conditions shall be a part of the *Contract Documents* referred to in Article A-4 of the Canadian Standard Construction Document, CCDC5A - 2010, Construction Management Contract - for *Services* and shall modify, delete and/or add to the Agreement between the *Owner* and the *Construction Manager*, the Definitions and the General Conditions.

Throughout the *Contract Documents*, reference to the General Conditions shall imply the inclusion of these Supplementary Conditions. Section and paragraph references below are to the corresponding sections and paragraphs of the Agreement between the *Owner* and the *Construction Manager*, the Definitions and General Conditions.

B. AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

Article A-1 - The Services

1.2 ADD at the end of paragraph 1.2 of Article A-1 before ", and" the following:

"using methods and taking steps that are commercially reasonable in the circumstances"

1.4 ADD as a new paragraph 1.4 in Article A-1 the following:

"1.4 The *Construction Manager* represents that: (i) it is knowledgeable and experienced in the management of the type of construction required for the *Project*, specifically, with respect to stacked low-rise residential construction above parkades in Burnaby, British Columbia, with multiple lien claimants in respect of the *Project*, and, without limiting the generality of the foregoing, that it has the required skill, experience and ability to fully perform the *Services* and *Own Forces Work* in accordance with the *Contract Documents*, upon which the *Owner* relies, and including, but not limited to, to carry out a review of the *Place of the Project* and *Existing Work* and visually observable site conditions in conjunction with the *Consultant* and the *Owner* as described in Section 1.7 of Schedule A-1; (ii) it has existing trade and consultant relationships that will inform recommendations to the *Owner* when tendering the *Work* for the balance of the *Project*. The *Construction Manager* acknowledges that: (A) it is being retained by the *Owner* because of its knowledge and experience as stated above at subparagraph (i); (B) it is taking over construction management services of a partially built distressed asset; (C) the *Project* has challenges; (D) a significant period and amount of up front diligence is required in order to ascertain the status of the *Existing Work* and finalize the scope of outstanding or remaining *Work* and to mitigate costly rework and/or schedule delays once the *Work* restarts; and (E) the *Construction Manager* is expected to provide solutions and work proactively in order to promote the progress of construction consistent with the *Project* schedule. The *Construction Manager* is required to review the *Place of the Project* as set out in paragraph 1.7 of Schedule A1, GC 10.5 and GC 10.9, however, the *Owner* expressly acknowledges that the *Construction Manager* has no liability or responsibility for the *Existing Work*."

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1.5 ADD as a new Article A-1. 1.5 the following:

"1.5 Phase 2 Services

.1 The *Construction Manager* acknowledges and agrees that there is no representation, warranty or guarantee on the part of the *Owner* as to the scope and volume of the *Services* to be performed in respect of *Phase 2*. The performance of any *Services* in respect of *Phase 2* will be at the *Owner's* sole and absolute discretion. Unless and until such time that the *Owner* authorizes the performance of *Services* in respect of *Phase 2* in accordance with Article A-1.5, the *Construction Manager* shall not commence the performance of any *Services* in respect of *Phase 2*. To the extent the *Construction Manager* initiates or performs any *Services* in respect of *Phase 2* without the *Owner* authorizing such performance, the *Construction Manager* does so at its own risk and without any liability or obligation on the part of the *Owner*, including there being no obligation on the *Owner* to provide any compensation to the *Construction Manager* for any such *Services* in respect of *Phase 2* performed by the *Construction Manager*.

.2 If by no later than the date on which *Ready for Occupancy* of the last Block (as that term is defined in the *Contract Documents*) in *Phase 1* has occurred (the "**Phase 2 Election Deadline**"), the *Owner* elects, in its sole and absolute discretion, to request that the *Construction Manager* perform any portion of the *Services* in respect of *Phase 2*, such performance shall be authorized through a written notice from the *Owner* to the *Construction Manager*. Following the receipt of such written notice, the *Construction Manager* shall promptly confirm its agreement to perform the *Services* (or any portion thereof) in respect of *Phase 2* and shall commence the performance of the *Services* in respect of *Phase 2* upon delivering such written confirmation to the *Owner*. Any *Services* to be performed by the *Construction Manager* in respect of *Phase 2* shall be performed pursuant to the terms of this *Contract*.

.3 If the *Owner* elects not to have the *Construction Manager* perform any portion of the *Services* in respect of *Phase 2*, or does not authorize the performance of the *Services* in respect of *Phase 2*, by the *Phase 2 Election Deadline*:

.1 the *Construction Manager* shall perform the *Services* in respect of *Phase 1* only;

.2 the *Construction Manager* shall not be entitled to be paid, and the *Owner* shall not be obligated to pay, the portion of the *Management Fee* as set out in paragraph 5.2.2.2 of Article A-5; and

.3 this *Contract* shall terminate upon the total completion of the *Services* in respect of *Phase 1*, unless terminated earlier in accordance with the *Contract Documents*."

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ADD a new Article A-1, 1.6 the following:

"1.6 The agreement to perform certain pre-construction services and work entered into by the *Owner* and the *Construction Manager* effective September 1, 2026 ("**Site Preservation Agreement**") is hereby terminated and replaced by the *Contract*. All services performed pursuant to the *Site Preservation Agreement* shall be deemed to form part of the *Services* and to be subject to the terms and conditions of the *Contract.* The amounts paid on account of such *Services* performed under the *Site Preservation Agreement*, if any, are deemed to be payments made to (and a credit against) the *Construction Manager's* fee as set out in paragraph 5.2 of Article A-5.".

Article A-5 - Compensation for Services

5.2 DELETE paragraph 5.2 and replace it with the following:

"5.2 The *Construction Manager's* fee is comprised of the following:

.1 a fixed amount of eighty-five thousand dollars ($85,000) for the performance of *Services* expressly provided for in *Site Preservation Agreement*, payable during the term of the *Site Preservation Agreement*;

.2 the aggregate of the following:

.1 in respect of Phase 1, three percent (3%) of the *Construction Cost*; and

.2 subject to Article A-1.5, in respect of Phase 2, three percent (3%) of the *Construction Cost* (if any),

(collectively, the **"Management Fee**"), provided that until the applicable *Construction Costs* are determined, Management Fee shall be chargeable based on the *Construction Cost Estimate* as the *Work* progresses; and

.3 subject to paragraphs 5.8 and 5.9 of Article A-5, the time-based rates for personnel employed by the *Construction Manager* as set out in Schedule C to the *Agreement* in performing the *Services*.

5.3 ADD in the last sentence of paragraph 5.3 after "If there are no receipts or invoices," the following:

"the parties agree to review such costs jointly with the *Consultant*, and where approved by the *Consultant*,"

5.4 DELETE in paragraph 5.4 the words "The *Owner* may by written request require the *Construction Manager* to:" and replace with "The *Construction Manager* will:".

5.6 ADD new paragraphs 5.6 to 5.13 as follows:

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"5.6 The Construction Manager is licensed as a "general contractor" under the Homeowner Protection Act and its regulations and agrees that such license shall be made available for the performance of the Work and the Project. For clarity, Owner shall be responsible for providing any financial guarantees or indemnity required by the Homeowner Protection Office.

5.7 The *Construction Manager* may perform a portion of the *Work* with its own forces ("**Own Forces Work**") with the prior approval of the *Owner*, which approval will not be unreasonably withheld, conditioned or delayed. Such *Own Forces Work* shall be demonstrated to the reasonable satisfaction of the *Owner* why the performance of such *Own Forces Work* is in the best interest of the *Project*. The *Owner* shall pay to the *Construction Manager* the amount for such *Own Forces Work* (the "**Own Forces Work Amount**") in addition to the fees set out in Article A-5.

5.8 The *Construction Manager* shall provide *Services* related to warranties provided in connection with the *Work* in the manner described in Section 3 - Post-Construction of Schedule Al, provided that, subject to paragraph 5.9, the cost of performing such *Services* shall not exceed one thousand eight hundred dollars ($1,800) per unit of Phase 1 (and Phase 2, as applicable) regardless of the actual total number of hours worked by the personnel performing such *Post-Construction Services* for such unit. The costs associated with such warranty *Services* shall be paid in full for each unit prior to receipt of any final occupancy permit for Phase 1 (or Phase 2 as applicable). The Post Construction phase shall begin on the occupancy date of the first unit and shall end upon *Total Completion* of the *Project*.

5.9 Notwithstanding anything to the contrary, following the completion of the Post Construction phase, the *Construction Manager* shall continue to provide the *Services* related to warranties provided by *Trade Contractors* in connection with the *Work* in the manner described in Section 3 - Post-Construction of Schedule Al following *Total Completion of the Project* on an as-needed basis, as may be requested by the *Owner* from time to time. The *Construction Manager* shall be compensated for the performance of the such *Services* on the basis of Hourly Rates, in addition to reimbursable expenses incurred in performing such *Services*.

5.10 Cost Savings Incentive

.1 Subject to paragraph 5.12 of Article A-5, the *Construction Manager* shall be entitled to the amount equal to ten percent (10%) of the *Cost Savings*, if any.

.2 Should the *Construction Related Costs*, as certified by the *Payment Certifier*, in respect of Phase 1, upon the *Total Completion of the Project*:

.1 be less than, subject to paragraph 5.10.5 of Article A-5, twenty-six million dollars ($26,000,000) (the "**Threshold**"), the

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absolute value of the difference shall be defined as the cost savings (the "**Cost Savings**"); or

.2 be equal to, or greater than, the Threshold, there shall be no Cost Savings.

.3 The *Construction Manager*'s share of the *Cost Savings* is a gross amount and not subject to any mark-up or fee except applicable *Value Added Taxes*.

.4 To the extent there are *Cost Savings* and provided the *Total Completion of the Project* has been attained, the *Construction Manager* may invoice the *Owner* in accordance with GC 4.1 for the *Construction Manager*'s share of the *Cost Savings*, and the *Owner* shall, subject to any rights and remedies under the Contract, pay such share of the *Cost Savings* in accordance with GC 4.2.

.5 In the event the scope of the *Services* in respect of Phase 1 is reduced by de-scoping Blocks or any portion thereof, the *Threshold* shall be reduced by the amount equal to $272.26 per square foot of GFA for each square foot of GFA removed from the scope of the *Work*.

5.11 Schedule Bonus

.1 Presale Incentive

.1 If all of the presold units achieve *Ready for Occupancy* by May 31, 2027 (the "**Outside Date**"), the *Owner* shall, subject to any rights and remedies under the Contract, pay the *Construction Manager* a one-time lump sum bonus payment in the amount of two hundred thousand dollars ($200,000) (the "**Lump Sum Pre-Sold Occupancy Bonus**"), provided that, in the event that not all of the presold units are *Ready for Occupancy* by the *Outside Date*, the *Owner* shall, subject to any rights and remedies under the Contract, pay the *Construction Manager* an amount of two thousand five hundred dollars ($2,500) for each presold unit that achieves *Ready for Occupancy* by the *Outside Date* (the "**Per Unit Occupancy Bonus**").

.2 To the extent the *Construction Manager* is entitled to the payment of a *Lump Sum Pre-Sold Occupancy Bonus* or a *Per Unit Occupancy Bonus*, as applicable, the *Construction Manager* may invoice the *Owner* in accordance with GC 4.1 with the next applicable application for payment, and the *Owner* shall, subject to any rights and remedies under the *Contract*, pay such *Lump Sum Pre-Sold Occupancy Bonus* or *Per Unit Occupancy Bonus* in accordance with GC 4.2.

.2 Substantial Completion Incentive

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.1 If the *Final Occupancy Date* in respect of Phase 1 is no later than August 31, 2027, the *Owner* shall, subject to any rights and remedies under the *Contract*, pay the *Construction Manager* a one-time lump sum bonus payment in the amount of:

.1 in the event that the *Construction Manager* is entitled to the payment of a *Lump Sum Pre-Sold Occupancy Bonus* pursuant to paragraph 5.11.1, fifty thousand dollars ($50,000); or

.2 in the event that the *Construction Manager* is not entitled to the payment of a *Lump Sum Pre-Sold Occupancy Bonus* pursuant to paragraph 5.11.1, one hundred thousand dollars ($100,000)

(the "**Phase 1 Occupancy Bonus**").

.2 To the extent the *Construction Manager* is entitled to the payment of a *Phase 1 Occupancy Bonus*, the *Construction Manager* may invoice the *Owner* in accordance with GC 4.1 with the next applicable application for payment, and the *Owner* shall, subject to any rights and remedies under the *Contract*, pay such *Phase 1 Occupancy Bonus* in accordance with GC 4.2.

5.12 Reconciliation

.1 Within 10 *Working Days* following the *Total Completion* of the *Project* or the termination of the *Contract*, whichever occurs first, the *Construction Manager* shall calculate the *Hard Costs of Construction* and the *Cost Savings*, if any, and submit a reconciliation statement to the *Owner* (the "**Reconciliation Statement**").

.2 The *Reconciliation Statement* shall include a reconciliation of:

.1 all amounts of the following:

.1 the aggregate of the amounts paid to the *Construction Manager* pursuant to the *Contract* on account of the *Management Fee* as the *Work* progressed (the "**Provisional Instalments**") and *Cost Savings*, if any; and

.2 the *Construction Related Compensation;*

The *Construction Manager* shall provide back-up documentation supporting the *Reconciliation Statement* as the *Owner* may reasonably request to substantiate the calculations submitted therein.

.3 The *Owner* shall, no later than ten (10) Working Days after receipt of the *Reconciliation Statement:*

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.1 approve such *Reconciliation Statement* and promptly issue a reconciliation certificate (the "**Reconciliation Certificate**") to the *Construction Manager*; or

.2 reject such *Reconciliation Statement* with written reasons to the *Construction Manager* for such rejection. In the event of a rejection of such application, the *Construction Manager* shall address the reasons for rejection and resubmit a new *Reconciliation Statement* and the process described in this Article A-5, paragraph 5.12.3 shall repeat.

.4 If the *Construction Manager* fails to submit the *Reconciliation Statement*, the *Owner* shall be entitled to carry out the reconciliation calculation in accordance with the methodology set out in Article A-5, paragraph 5.12.2 on a best efforts basis and issue a *Reconciliation Certificate*.

.5 If the Reconciliation Certificate indicates that:

.1 the aggregate of the *Provisional Instalments* and *Cost Savings*, if any, exceeds the *Construction Related Compensation*, then the absolute value of such exceedance shall be to the credit of the *Owner* and may be set-off by the *Owner* against any amounts due and payable by the *Owner* to the *Construction Manager*. If such amount exceeds any amounts due and payable to the *Construction Manager*, such excess amount shall be paid to the *Owner* by the *Construction Manager* within thirty (30) days of the date of the *Reconciliation Certificate*; or

.2 the *Construction Related Compensation* exceeds the *Provisional Instalments*, then the *Owner* shall pay the absolute value of such difference (the "**Underpayment Amount**") within thirty (30) days of the *Reconciliation Certificate*.

For clarity, in no event shall the aggregate of *Provisional Instalments* and *Cost Savings* exceed the *Construction Related Compensation*.

5.13 The *Construction Manager* shall not commence any *Services* in connection with Blocks 9-13 unless and until *Owner* has issued a written notice to the *Construction Manager* to proceed with part or all of such *Services*."

Article A-6 - Payment

6.1 DELETE paragraph 6.1.2 and replace it with the following:

"6.1.2 the *Underpayment Amount*, if any, together with such *Value Added Taxes* as may be applicable to such payment in accordance with Article A-5, paragraph 5.12.5.2; and

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6.1.3 the *Lump Sum Pre-Sold Occupancy Bonus* or a *Per Unit Occupancy Bonus*, as applicable in accordance with paragraph A-5.11.2;

6.1.4 the *Phase 1 Occupancy Bonus* in accordance with Article A-5, paragraph 5.11.2;

6.1.5 the *Own Forces Work Amount*; and

6.1.6 the lien holdback in accordance with the lien legislation applicable at the *Place of the Project.*"

6.2 DELETE paragraph 6.2 in its entirety and replace it with the following:

"6.2 The *Construction Manager's* fee shall accrue as the *Services* progress. Should the *Owner* fail to make payments within sixty (60) days as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at a rate per annum equal to the floating annual rate of interest established from time to time by The Toronto-Dominion Bank as the reference rate used to determine rates of interest payable by its borrowers on Canadian dollar commercial loans made in Toronto and payable on demand and designated by such bank as its prime rate, plus two percent (2%), calculated daily and compounded monthly, shall apply to all late or overdue payments of amounts properly due and owing to the *Construction Manager*."

Article A-7 - Receipt of and Addresses for Notices in Writing

7.2 In paragraph 7.2 delete the words "facsimile or other" and replace with the word "a".

7.4 In paragraph 7.4 delete the words "facsimile or other" and replace with the word "a".

Article A-9 - Succession

9.2 ADD new paragraph 9.2 as follows:

"9.2 AlixPartners Restructuring, Inc. is executing this Agreement on behalf of Symphony Homes (Moonlight Sonata) Limited solely in its capacity as Court-appointed Monitor ("**Monitor**") of Symphony Homes (Moonlight Sonata) Limited and not in personal, corporate or any other capacity and none of AlixPartners Restructuring, Inc. (in its capacity as Monitor), AlixPartners Restructuring, Inc. (in its own right) or any of their respective directors, officers, agents, servants or employees shall have any personal, corporate or any other liability hereunder or at common law, or by statute, or equity or otherwise as a result hereof. Any claims of *Construction Manager* shall be limited to and only enforceable against the property and assets of Symphony Homes (Moonlight Sonata) Limited."

C. SCHEDULE Al - SERVICES AND COMPENSATION

1. PRECONSTRUCTION

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1.2.2 AMEND paragraph 1.2.2 by adding the following to the end of the sentence: ", which *Project* schedule shall take into account, and demonstrate that the *Work* shall be performed to attain, the outside dates in the existing agreements of purchase and sale of the units as identified by the *Owner* to the *Construction Manager*".

1.2.3 ADD a new paragraph 1.2.3 as follows:

"1.2.3 **Budgeting**: In connection with the *Project* budget, advise the *Owner* on which *Trade Contractors* should be retained taking into account amounts payable and construction lien amounts identified by the *Owner*."

1.3.4 DELETE the words "Assist in providing liaison and coordination" and REPLACE with "Liaise and coordinate" and ADD to the end the following: "provided that the *Construction Manager* shall not be responsible or liable for the *Owner's* delay in providing in a timely manner (and prior to any applicable deadlines) the delivery of any information, authorization of any documents, or other responses required by the government authorities, utility companies or other authorities having jurisdiction over the *Place of the Project* to be authorized by the *Owner*".

1.4.1 ADD to the end of paragraph 1.4.1(1) "and make commercially reasonable recommendations for alternatives based on any known potential issues of the foregoing."

1.5.1(2) In first line add the words "commercially reasonable" between the words "make" and "recommendations".

1.5.6 DELETE paragraph 1.5.6 in its entirety and replace with the following: "Prepare, collate, assemble and distribute bid packages/bid documents."

1.6.1 DELETE paragraph 1.6.1(1) in its entirety and REPLACE it with the following:

"(1) Review and update the *Project* schedule to be approved by the *Owner* (said schedule, and each update thereto, to be in electronic format, indicating the critical path for the *Project)* with appropriate details, and break down this schedule into individual networks for each phase of the *Project* where necessary, showing the sequence and timing of the main construction operations and the milestone completion operations and the milestone completion dates for the various construction phases. Initial schedule update to be provided by *Construction Manager* within twenty (20) calendar days of *Construction Manager's* mobilization onto the *Place of the Project.* The *Construction Manager* acknowledges that the outside dates in the existing agreements of purchase and sale of the units shall be reflected in the critical path of the *Project* schedule and the initial occupancy is expected no later than July 2027. Each reference to "schedule" in this *Contract* shall refer to a type of schedule indicated within this paragraph."

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1.6.2(3) ADD the words "and manage" after the word "Review" and at the end of the same paragraph add the sentence "Prepare detailed Scopes of Work for each *Trade Contract".*

1.6.3 DELETE AND REPLACE 1.6.3 as follows:

"With the exception of *Trade Contractors* for which *Construction Manager* and *Owner* have agreed to proceed with immediately, solicit bids for scopes of work cumulatively over $50,000 in value from a minimum of three (3) mutually acceptable *Trade Contractors,* unless it is mutually agreed between the parties to revise this strategy. In addition, the parties agree to work together to identify criteria that will be used as part of the *Trade Contractor's* evaluation process prior to the *Owner's* award of the *Trade Contractor* for the *Project.* The primary criteria will include the *Trade Contractor's* ability to achieve the *Project* schedule, reputation and the Trade Contractor's financial solvency. Verification of the Trade Contractor's solvency may be a combination of providing CCDC 11, financial statement or at the Owner's request a surety bonding to protect the *Owner* from *Supplier* or *Trade Contractor* default."

1.6.4 ADD the following sentence at the end of 1.6.4:

", including the development and implementation of a process whereby bids from potential *Trade Contractors* are to be opened and reviewed with *Owner* personnel present (bids received by email are exempted from this process). Conduct a detailed analysis of all trade bids including bid reviews with trades to confirm completeness of the individual *Trade Contractor* bids.

In connection with the tendering, bid levelling, and recommendation of *Trade Contractors*, the *Construction Manager* shall:

(a) prepare a bid levelling analysis for each scope of work tendered, comparing all bids received on a consistent and comparable basis;

(b) identify, for each bid, any scope of work that is excluded, qualified, incomplete, or otherwise not included in the bid as submitted, relative to the tender documents and specifications issued for that trade;

(c) where scope has been identified as excluded, incomplete, or missing under (b), provide a reasonable allowance for the cost of completing such scope, based on the *Construction Manager's* professional judgment and knowledge of current market pricing, for inclusion in the bid levelling comparison;

(d) compare each bid, as adjusted for any allowances under (c), against the applicable line item(s) of the *Cost Estimate*, and clearly identify any variance;

(e) provide the *Owner* with a written letter of recommendation for each trade or scope of work prior to award, which shall include, at a minimum:

(i) the bid levelling analysis prepared under (a) through (d);

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(ii) copies of the original bids received;

(iii) a summary of any scope identified as missing, excluded, or qualified, and the corresponding allowance applied;

(iv) the *Construction Manager's* recommended *Trade Contractor* and the basis for the recommendation; and

(v) confirmation of how the recommended bid, as adjusted, compares to the applicable budget line item, including identification of any resulting budget variance.

No *Trade Contractor* shall be awarded a contract without the *Owner's* prior written approval based on the *Construction Manager's* letter of recommendation."

1.6.6 ADD a new paragraph 1.6.6 as follows:

"1.6.6 Analyze, review and propose changes (if any) to proposed scope of work of *Trade Contractors."*

1.6.7 ADD a new paragraph 1.6.7 as follows:

"1.6.7 Update the *Construction Cost* estimate to incorporate the prices of all trade contracts awarded including the variances to the budget."

1.6.8 ADD a new paragraph 1.6.8 as follows:

"1.6.8 Participate in negotiations with *Trade Contractors* and *Suppliers* and prepare the CCDC 17 contracts (or an alternative form of contract acceptable to the *Owner*) together with supplementary conditions for each Trade Contractor with scope and terms that are approved in writing by the *Owner."*

1.7 ADD a new paragraph 1.7 as follows:

"**1.7 Review of Place of the Project and existing conditions**:

.1 Review of the *Place of the Project* and existing work and conditions

(1) Within four (4), but no later than six (6), weeks after the *Agreement* effective date, (subject to adjustment as provided for herein), review all existing site conditions and existing work in and making recommendations should any remedial work be required, all in accordance with the *Standard of Care*. The review will include at a minimum the following:

1. Review the *Place of the Project* for visibly defective work;

2. Review existing work and conduct assessment and audit of existing work and *Project* drawings, including slab elevations, locations of walls, and note observed discrepancies;

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3. Verify that any existing equipment on site is still functional and/or does not appear to have been damaged;

4. Ensure all existing plumbing, sprinkler and electrical work has been installed correctly and in the right locations. Report to be provided to the *Owner* highlighting any issues;

5. Identify and address any mould issues;

6. Ensuring that firestopping done to date has been completed properly;

7. Review all city and consultant inspections done to date with a view to planning for ultimate occupancy permitting for the *Project*;

8. Detailed review of the cladding installed to date to ensure no water or moisture ingress has occurred or is occurring and causing issues and that air tightness tests will be satisfactorily completed;

9. Reviewing the existing windows and sliding doors installed and confirming consistency with the drawings;

10. Confirm if Tyvek needs to be replaced due to prolonged exposure in certain locations;

11. Review damp proofing and / or waterproofing and confirm no issues from extended exposure; and

12. Confirm the elevator shafts have been formed correctly for the elevators;

Provided that:

(1) if the *Owner* fails or refuses to pay for the consultants, subconsultants *Trade Contractors* or suppliers required to give effect to any of the items listed above, the failure to complete such items shall not be deemed to be a failure or refusal of the *Construction Manager* to perform the *Services;* and

(2) the *Construction Manager* does not assume any design responsibility for any matters that are within the scope of the professional responsibilities of the *Consultant,* consultants, subconsultants, *Trade Contractors* or *Suppliers* or any other parties engaged by the *Owner*.

The *Construction Manager* is expected to provide a detailed review of the existing work as outlined above to mitigate any adverse impact on the *Work* by the existing work and conditions.

.2 Cost to Complete Budget

(1) Within fifteen (15) *Working Days* of the completion of the review and assessment of the *Place of the Project* and existing conditions outlined above in paragraph 1.7.1 hereof, provide to the *Owner* and *Consultant* a comprehensive Division 1 – 16 cost to complete

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budget for Phase 1 together with a detailed estimate of the Phase 2 Division 1 – 16. In the event that the backup documentation for the *Trade Contractors* and *Suppliers* has not been provided for certain scopes, it is expected that estimates will be provided based on detailed takeoffs with unit rates applied. The estimates should include provisions for any *Temporary Work* required as between Phase 1 and Phase 2.

1.6.10 ADD a new paragraph 1.8 as follows:

"1.8 Logistics Plan

.1 Logistics Plan

(1) Provide a detailed site logistics plan that:

1. demonstrates an understanding of site constraints from a spacing perspective, including ensuring that machinery can access all locations as appropriate. Major pinch points (if any) are to be identified;

2. demonstrates an understanding of site constraints as units are turned over in phases without interrupting the progress of the *Work;* and

3. reflects the strength of the suspended slab as confirmed by the applicable consultant and complies with the permitted loading as directed by such consultant."

2. CONSTRUCTION

2.1.3 ADD the words "subject to informing and obtaining the *Owner's* approval" after the word "administration".

2.1.3(4) DELETE AND REPLACE the wording "a schedule" with the wording "the schedule".

2.1.3(6) DELETE AND REPLACE "30 *Working Days"* with "20 *Working Days"* and add the following to the end of the paragraph "For clarity, the *Construction Manager* will notify the *Owner* of such claims within 10 *Working Days* of receipt of any *Trade Contractor* claims and any findings on those claims will be presented within 20 *Working Days*."

2.2.1(3) DELETE the word "general".

2.2.2 ADD a new paragraph 2.2.2 as follows:

"2.2.2 (1) Prior to commencement of the construction phase, and fully incorporating any schedules received from the *Trade Contractors,* submit to the *Owner* and the *Consultant* for approval a baseline schedule indicating the critical path for the *Project,* demonstrating that the *Work* will be performed within the *Contract Time* so as to meet the *Project In-Use Date. Construction Manager* will demonstrate the

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feasibility of the schedule by tying it to the productivities committed to by the *Trade Contractors*.

(2) Provide the resources and co-ordination necessary to supervise, sequence and co-ordinate the performance of the *Trade Contractors* and to direct that the *Work* be constructed in accordance with the *Project* schedule or any successor schedule or revised schedule approved by the *Owner*.

(3) Monitor the progress of the *Work* on a weekly basis relative to the *Project* schedule or any successor or revised schedule, updating the *Project* schedule on a monthly basis and promptly advise the *Consultant* and the *Owner* of any variation from the baseline or slippage of the schedule, and should it appear that the actual progress of the *Work* is behind schedule, or likely to become behind schedule, based on critical path methodology, promptly make recommendations to the *Owner* and the applicable *Trade Contractors* and take appropriate steps to enable the *Trade Contractors* to implement a recovery plan. Where the *Work*, or any portion of it, falls behind the *Project* schedule to the extent arising from the *Construction Manager's* failure to properly coordinate, sequence, or supervise the *Trade Contractors*, or to perform the *Own Forces Work*, the *Construction Manager* shall take all reasonable steps necessary to recover the lost time and restore the *Work* to the *Project* schedule, including but not limited to re-sequencing activities, directing *Owner* pre-approved overtime or additional shifts by *Trade Contractors*, provided that the *Trade Contractors* are required to perform such overtime or additional shifts by the terms of their trade contracts, and increasing coordination resources, provided further that the *Owner* shall not be liable for, and the *Construction Manager* shall not be entitled to be paid for, any additional costs to the *Construction Manager* attributable to the implementation of such recovery plan, including, but not limited, to any overtime worked by the *Construction Manager's* personnel. This obligation does not apply to delays resulting from delays caused by the *Owner*, *Consultant*, *Trade Contractors* or other contractors, consultants and subconsultants engaged by the *Owner*, *Trade Contractor* default not attributable to the *Construction Manager's* coordination failures, changes in the *Work*, direction by any government body or authority having jurisdiction or court order provided such direction was not issued as the result of an act or fault by the *Construction Manager* or any person employed or engaged by the *Construction Manager* directly or indirectly, or other causes for which an extension of time is permitted elsewhere in the Contract Documents. For clarity, the *Construction Manager* shall not be responsible for any additional costs to the *Owner* on account of *Trade Contractors* implementing the recovery plan."

2.4.1 ADD at the end of paragraph 2.4.1(6) after "schedule" the following words:

", and update and revise the *Project* budget from time to time (and in any event, no less frequently than monthly) to account for changes and additions to the *Project"*

2.4.1(6) INSERT the word "commercially reasonable" before the word "recommendations".

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2.4.1 ADD a new paragraph 2.4.1(7) as follows:

"(7) Review *Trade Contractors'* conformance with any bids or notice to bidders (if any) issued by the *Owner* and conformance with the scope of work, plans, drawings and specifications related to the individual *Trade Contractors,* advise the *Owner* of any non-conformance discovered by the *Construction Manager,* advise the *Owner* of any suggestions to get *Trade Contractor* to achieve conformance and carry out the *Owner's* instructions to achieve conformance by such *Trade Contractors."*

2.5.1(4) INSERT the words *"Owner* and the" before the word *"Consultant".*

2.6.1(3) INSERT the words *"Owner* and the" before the words *"Payment Certifier".*

2.6.2 In paragraph 2.6.2(1), delete the word "Determine" and replace it with "If the *Construction Manager* is performing the role of the *Payment Certifier,* determine, check and verify".

2.6.2 ADD new paragraph 2.6.2(2) as follows:

"2.6.2(2) Advise the *Owner* on the maintenance and administration of the holdback required by any lien legislation applicable to the *Place of the Project* in respect of the *Work* of *Trade Contractors* and/or *Suppliers."*

2.6.3 ADD a new paragraph 2.6.3 as follows:

"2.6.3 If the *Construction Manager* is not performing the role of the *Payment Certifier,* assist the *Payment Certifier* and *Owner* with the review and verification of all applications for payment received by *Trade Contractors* and *Suppliers."*

2.7.1 INSERT the words "the *Owner,*" before the words "the *Construction Manager".*

2.7.1 ADD a new paragraph 2.7.1(3) as follows:

"2.7.1(3) Implement and manage a system for reviewing the rectification of all rejected, deficient and/or incomplete *Work* until it is completed and conforms to the requirements of the trade's contract documents as confirmed by the *Consultant* and *Owner."*

2.7.1 ADD a new paragraph 2.7.1(4) as follows:

"2.7.1(4) Review scope of work of all *Trade Contractors* and take all reasonable steps to enable coordination as between *Trade Contractors* in the carrying out of the *Work."*

2.8.1 DELETE paragraph 2.8.1(1) in its entirety and REPLACE it with the following:

".1 (1) Subject to GC 10.6 SAFETY, be responsible for establishing, initiating, maintaining and supervising the health and safety precautions and programs at the *Place of the Project* in respect of the use of its own forces and the overall *Place of the Project* for all *Trade Contractors* and *Suppliers,* in compliance with the rules, regulations and practices required by the applicable health and construction safety legislation at the *Place of the Project* and as further specified herein."

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2.8.1 ADD at the end of paragraph 2.8.1(2) after "compliance" the words:

"with the rules, regulations and practices required by the applicable health and construction safety legislation and, subject to GC 10.6 SAFETY, take all reasonable steps to require each of those *Trade Contractors* to carry out their obligations under such applicable health and construction safety legislation while they are performing the *Work* at the *Place of the Project. Construction Manager* shall cooperate with *Owner's* safety consultant, the cost of whom shall be borne solely by *Owner*. The parties agree that any such *Owner's* safety consultant does not relieve the *Construction Manager* of any of its role and/or responsibilities related to health and safety."

2.9.1(3) DELETE the words "Upon request by any *Trade Contractor* or the *Consultant, jointly".*

2.10.1(2) INSERT the words "current and" after the word "all".

2.11.1(1) DELETE the words "Assist the *Owner* in coordinating and monitoring" and INSERT in their place the words "Coordinate and monitor".

2.11.1(2) ADD the words "for full building operation and use." after the word "equipment".

2.12.1(2) INSERT the words "which have been reviewed and approved by the *Owner"* after the words "*Trade Contractor*".

2.12.1(3) INSERT the words "to 100% total completion" after the word "corrected".

2.13.1 ADD a new paragraph 2.13.1(2) as follows:

"2.13.1(2) Carry out additional and ancillary services to the *Services* prescribed herein that are reasonably required to obtain *Total Completion of the Project."*

2.14.1 ADD a new paragraph 2.14.1(6) as follows:

"(6) Coordinate with each *Trade Contractor* for the assembly of all applicable construction documents, manuals, maintenance materials and replacement parts in accordance with the specifications (if any) as is required by the warranty requirements for each applicable *Trade Contractor* contract and / or industry norms."

3. POST-CONSTRUCTION

3.3.1 ADD at the beginning of paragraph 3.3.1 before "assist" the following:

"Obtain and deliver to the *Owner*, in an organized and collated fashion, those warranties and guarantees to which the *Owner* is entitled in respect of the *Project* as specified in each applicable *Trade Contractor* contract".

3.2.1 ADD the words "and directing all *Trade Contractors* to complete any work and provide any documents which the *Owner* requires to subdivide the *Project* as a strata plan pursuant to Section 3 of the *Condominium Act* (BC) and as required by the *Strata Property Act* (BC)".

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3.3.1 ADD at the end of paragraph 3.3.1 after the word "warranties" the following:

"including, but not limited to, assisting in directing the performance of warranty obligations by the *Trade Contractors* and/or *Suppliers* and reviewing compliance with all warranty related items."

3.3.2 ADD a new paragraph 3.3.2 as follows:

"3.3.2 Assist the *Owner* with strata audits that may be arranged by the strata corporation, or the entity directed by them, within the period (the "**Assist Period**") that is the earlier of the one-year period from *Total Completion of the Project*, or, one-year after the subdivision of the *Project* as a strata plan pursuant to Section 3 of the *Condominium Act* (BC) and as required by the *Strata Property Act* (BC) and manage the *Trade Contractors* to rectify deficiencies identified under any applicable warranty guidelines."

3.3.3 ADD a new paragraph 3.3.3 as follows:

"3.3.3 Assist with PDI process as mutually agreed with the *Owner*. For clarity, the *Owner* shall be responsible for the management of the PDIs, including scheduling inspections, meeting with homeowners, compiling lists, and final inspections. Responsibilities related to various inspections and audits is further delineated as follows:

Item	**Managed by Construction Manager**	**Managed by Owner**
PDI deficiency correction	✓	
30-day inspection deficiencies, other than those carried over from the initial PDI	✓	
Pre-tech audit deficiencies	✓	
Pre-tech audit cost	✓	
Tech audit major items requiring a Trade Contractor to return to fix a deficiency	✓	
Tech audit deficiencies not requiring a Trade Contractor to return	✓	

"

4. SERVICES DURING ALL PHASES OF THE PROJECT

3.4.1 ADD as 3.4.1 the following:

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"3.4.1 Except as noted below and to the extent not already included within the *Services* performed during Pre-Construction, Construction or Post-Construction phases as described in Schedule A1, the following *Services* are to be provided by the *Construction Manager*, without duplication, as additional *Services* and are to be paid as F3*:*

(1) Attend regular design meetings during *Project* development and during the construction of the *Project* and provide recommendations on construction feasibility, alternatives, availability of materials and labour, time requirements for installation and construction, and factors related to cost.

(2) Conduct a review and provide any relevant feedback (including comments on coordination issues) on drawings and specifications, it being acknowledged that the *Construction Manager* is not responsible for any aspect of the design of the *Project* or for coordination between design disciplines.

(3) Provide suggestions to mitigate the impact of incomplete and uncoordinated documents whether resulting from early tender issues or otherwise, all without assuming any liability for the design of the *Project.*

(4) Provide advice to the *Owner* and the *Consultant* with respect to the documentation required for and timing of tender document to be issued early in the *Project.*

(5) Determine the logistics and requirements for the setup of the site during construction.

(6) Work with the *Owner* and the *Consultant* to develop measures to optimize construction efficiencies and mitigate the impact of the construction on adjacent highways, occupied or public use areas. This requirement includes the *Construction Manager's* compliance with all applicable health and safety laws and regulations, including WCA, as well as the *Owner's* policies and procedures and any supplementary requirements of the *Owner.*

(7) The *Construction Manager*, in coordination with the *Owner* or a representative, will take steps to manage the rectification of construction defects and/or deficiencies as part of pre-delivery inspections of the condominium units and as part of the process of obtaining occupancy of the units. It is explicitly agreed and understood that the *Construction Manager* shall only be responsible for coordinating with the *Owner* or a representative with respect to rectification of construction defects and/or deficiencies in services and materials supplied by *Trade Contractors* following the signing of this *Contract*. The parties explicitly agree that the *Construction Manager* shall not be responsible for coordinating with any *Trade Contractors* who supplied services and/or materials prior to the signing of this *Contract*, unless otherwise accepted by the *Construction Manager* in writing on a case-by-case basis, provided that Construction Manager shall be responsible for an alternative solution to the rectification of construction defects and/or deficiencies in services and materials supplied by trade contractors prior to signing of the Contract sufficient to achieve *Ready for Occupancy*.

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(8) Implement, provide a copy of same to the *Owner* and the *Consultant*, and monitor a Quality Assurance/Quality Control plan and take all reasonable steps to ensure compliance with same in relation to all *Trade Contractors* and *Suppliers*.

(9) The *Construction Manager* shall suggest value engineering cost savings proposals to the *Owner* and/or *Consultant* with respect to the *Work* on an ongoing basis without assuming liability for the design of the *Project."*

SCHEDULE A2 OF THE AGREEMENT

Item 1 In the first line DELETE the words "and subsistence" and ADD to the end of the paragraph "Subsistence expenses for travel related to the *Project* in excess of 150km from the *Place of the Project* shall be reimbursable".

Item 2 DELETE the words "long distance telephone and facsimile communications".

Item 5 ADD the word "direct" before the word "costs".

Item 6 ADD the following words to the end: "to the extent such charges are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract."*

Item 7 ADD to the end of the paragraph the following: "to the extent such amounts are not caused by the negligent acts or omissions of the *Construction Manager."*

Item 10 ADD the following at end of sentence "to the extent the costs are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract."*

D. SCHEDULE B1 -ADDITIONAL SERVICES AND COMPENSATION

Add the following as additional services:

"1. It is agreed that during the construction of the *Project* the *Construction Manager* may with the agreement of the *Owner* perform portions of the *Work* which would typically be performed by a *Trade Contractor* such as but not limited to clean up, *Temporary Work*, minor scopes and the like. The *Construction Manager* will be compensated for the performance of the *Work* as per F3 (based on time-based rates) as per the rates listed in Schedule C after receiving the *Owner's* written approval to perform any such *Work*. The *Construction Manager* will also be afforded the opportunity to bid for various scopes of work as own forces work but shall only carry out such work upon the written acceptance of said work by the *Owner*. No additional fee or additional costs shall be applied if general labour is used that is already included as *Construction Manager's Own Forces Work* within the *Project* budget.

2. If any claim for lien (including builders lien) of a *Trade Contractor* is registered against title to the *Place of the Project*, the *Project* or the *Work*, and subject to GC 10.3, the *Construction Manager* will co-operate promptly and fully with the *Owner* to provide the *Owner* such information and documentation as the *Owner* reasonably requires to take the

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steps necessary to have the claim for lien vacated and/or discharged from the *Owner's* title and/or to assist the *Owner* in dealing with and/or resolving any claim for lien (including builders lien).

3. All additional services provided by the *Construction Manager* as F3 (based on time-based rates) as per the rates listed in Schedule C are subject to the prior written agreement/approval of the *Owner* with rates and costs to be pre-approved and verified."

E. DEFINITIONS

Class A Construction Cost Estimate

AMEND the definition of *Class A Construction Cost Estimate* by adding immediately after "is": ",with respect to Phase 1 or Phase 2, as applicable,".

Class B Construction Cost Estimate

AMEND the definition of *Class B Construction Cost Estimate* by adding immediately after "is": ",with respect to Phase 1 or Phase 2, as applicable,".

Class C Construction Cost Estimate

AMEND the definition of *Class C Construction Cost Estimate* by adding immediately after "is": ",with respect to Phase 1 or Phase 2, as applicable,".

Class D Construction Cost Estimate

AMEND the definition of *Class D Construction Cost Estimate* by adding immediately after "is": ",with respect to Phase 1 or Phase 2, as applicable,".

Consequential Damages

ADD a new term to the Definitions as follows:

> *"Consequential Damages* are indirect, incidental, special or consequential damages whatsoever arising out of or in connection with the *Contract,* whether arising out of a claim by the *Owner,* the *Construction Manager* or a claim by a third party, in negligence, tort, statute, equity or common law, breach of contract, or any other cause of action or legal theory even if the party has been advised of the possibility of those damages, including without limitation: lost profits, anticipated or lost revenue, loss of product, loss of use of any systems, networks, rental expenses, income, financing, business and reputation, loss of management or employee productivity or the services of such persons, principal office expenses, compensation of personnel stationed at principal office, failure to realize expected savings or any other commercial or economic loss, whether incurred by the *Owner,* the *Construction Manager* or a third party."

Construction Cost

DELETE the definition of *Construction Cost* and replace as follows:

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"***Construction Cost***"

"*Construction Cost* means, in respect of Phase 1 or Phase 2, as applicable, the actual cost of all elements of the applicable phase of the *Project* but excluding applicable *Value Added Taxes*, whether recoverable or not. *Construction Cost* includes *Supplier* and *Trade Contractor* costs, reimbursable expenses, and any cash allowance, but excludes *Owner's* soft costs, including, without limitation, permits, land acquisition costs, development charges, letters of credit, and all fixtures, furnishings and equipment, unless the *Construction Manager* is overseeing the installation of such fixtures, furnishings and equipment, and which excludes the *Construction Manager's* fee for *Services*."

Construction Related Compensation

ADD a new term to the Definitions as follows:

"Construction Related Compensation"

"*Construction Related Compensation* means the amount that is the aggregate of: (i) the actual amounts payable on account of the *Management Fee* based on the *Hard Costs of Construction*; (ii) the *Cost Savings*, if any."

Construction Related Costs

ADD a new term to the Definitions as follows:

*"***Construction Related Costs***"*

"Construction Related Costs means the amount that is the aggregate of: (i) the actual amounts payable on account of the *Management Fee* based on the *Hard Costs of Construction*; (ii) the *Warranty Allowance*."

Existing Work

ADD a new term to the Definitions as follows:

Existing Work

"*Existing Work* means the services, labour, work and/or materials of any kind provided to the *Project* by any contractor, subcontractor, trade supplier, consultant or other party for any period prior to the effective date of the *Contract*, other than any services, labour, work and/or materials of any kind provided to the *Project* by or on behalf of the "Service Provider" (as that term is defined in the *Site Preservation Agreement)* pursuant to the *Site Preservation Agreement.* All references in the *Contract Documents* to "existing work" shall mean *Existing Work*. The *Existing Work* excludes the *Work*."

Final Occupancy Date

ADD a new term to the Definitions as follows:

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Final Occupancy Date

"The *Final Occupancy Date* is, with respect to Phase 1 or Phase 2, as applicable, the date on which the City of Burnaby permits the occupancy of all of the units included in Phase 1 or Phase 2 of the Project, as applicable, by issuing either an occupancy permit for the units or the last of a series of occupancy permits for the units."

Hard Costs of Construction

ADD a new term to the Definitions as follows:

"***Hard Costs of Construction***"

"*Hard Costs of Construction* means, with respect to Phase 1 or Phase 2, as applicable, the portion of the Construction Cost in respect of the actual hard construction costs described in Divisions 1 – 16 from the National Master Specifications Division Master Format (2016 edition)."

Hourly Rates

ADD a new term to the Definitions as follows:

Hourly Rates

"*Hourly Rates* means the all-inclusive hourly rates set out in Schedule C or as otherwise agreed to by the parties. Any references to "time-based rates", "hourly rates" or words of similar import shall mean *Hourly Rates*.".

Payment Certifier

Delete the description of the *Payment Certifier* and replace it with the following:

"The *Payment Certifier* is such entity that may be appointed by the construction lender and which the *Owner* shall identify in writing."

Phase 1

ADD a new term to the Definitions as follows:

"***Phase 1***"

"Phase 1 means the portion of the *Project* consisting of the completion of the *Work* in respect of the underground parkade and Blocks 1-5 and Blocks 9-13 and any additional and associated works to allow for *Ready for Occupancy* of all such Blocks to occur and for the sale transaction of all resold units comprising such Blocks to close."

Phase 2

ADD a new term to the Definitions as follows:

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"***Phase 2***"

"Phase 2 means the portion of the Project consisting of the completion of the Work in respect Blocks 6-8 above grade and any additional associated works in the parkade and podium to allow for *Ready for Occupancy* of all these Blocks to occur and for the sale transaction of units comprising such Blocks to close."

Project

ADD to the end of the definition the following: "and is comprised of Phase 1 and, if approved by the *Owner* in writing, Phase 2".

Project In-Use Date

ADD to the end of the definition of *Project In-Use Date* the following:

"and for greater clarity the *Project In-Use Date* will have been achieved after the *Project* has reached *Substantial Performance of the Work."*

Ready for Occupancy

ADD a new term to the Definitions as follows:

"***Ready for Occupancy***

Ready for Occupancy is the date on which the City of Burnaby permits the occupancy of any individual units included in the *Project* by issuing an occupancy permit for the unit and the unit meets all the requirements for occupancy under the applicable agreement of purchase and sale."

Related Transaction

ADD a new term to the Definitions as follows:

"***Related Transaction***

Related Transaction means a transaction in which the *Trade Contractor* under the control of or affiliated with the *Construction Manager* is performing or intending to perform *Work*."

Site Supervisor

ADD a new term to the Definitions as follows:

"***Site Supervisor****"*

"*Site Supervisor* means a site supervisor of the *Place of the Project*, who shall be in attendance at the *Place of the Project* at all times while *Work* is being performed, and shall have full responsibility for the day to day field supervision and superintendence of the *Work*.

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Standard of Care

ADD a new term to the Definitions as follows:

"***Standard of Care***

Standard of Care has the meaning prescribed in GC 1.6.1.

Total Completion of the Project

ADD a new term to the Definitions as follows:

"***Total Completion of the Project***

"*Total Completion of the Project*" means the date on which all Work of the Trade Contractors, Suppliers and all Own Forces Work and all Services required of the Construction Manager under this Agreement have been completed in accordance with the *Construction Documents*, all deficiencies have been corrected except minor seasonal items, occupancy permits required for the intended use of the Project have been obtained, and the Work has achieved final completion in accordance with this Agreement and the *Builders Lien Act*. For certainty, unresolved warranty claims, *Homeowner Protection Act* matters, statutory warranty obligations, latent defects, and ongoing warranty work shall not delay or postpone Total Completion of the Project. Notwithstanding any achievement of Total Completion of the Project, the Construction Manager shall remain responsible for ensuring all the conditions for release of the letters of credit provided in connection with the "Works Services Agreement" for the *Project* have been satisfied to the satisfaction of the Consultant, acting reasonably, or, where the Consultant fails to act reasonably, another qualified third party mutually agreed by Owner and Construction Manager."

Warranty Allowance

ADD a new term to the Definitions as follows:

*"**Warranty Allowance**"*

"Warranty Allowance means an amount equal to one thousand eight hundred dollars ($1,800) per unit multiplied by the aggregate number of units in *Phase 1* and *Phase 2* (if any)."

AMEND the definition of "*Work*" by adding the following after "*Trade Contractor*": "or *Construction Manager's* own forces as *Own Forces Work*".

F. GENERAL CONDITIONS

GC 1.1 Contract Documents

1.1.1.1 DELETE paragraph 1.1.1.1 in its entirety and REPLACE it with the following:

".1 The order of priority of *Contract Documents*, from highest to lowest, shall be

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- Any changes to the *Services* pursuant to Part 5 Changes or any amendments to the *Agreement* as mutually agreed to by the parties,
- the Supplementary Conditions,
- the *Agreement* between the *Owner* and the *Construction Manager* (including the Schedules to the *Agreement*),
- the Definitions,
- the General Conditions,
- the specifications,
- material and finishing schedules,
- the drawings."

GC 1.4 Assignment

1.4.1 DELETE paragraph 1.4.1 in its entirety and REPLACE it with the following:

"1.4.1 The *Construction Manager* shall not assign the *Contract*, or any portion thereof, without the prior written consent of the *Owner*, which consent shall not be unreasonably withheld. The *Owner* shall be entitled to assign the *Contract*, or any portion thereof, to any person, partnership, limited partnership or any other entity acquiring the *Project* or the *Place of the Project* or a substantial portion of the *Project* or the *Place of the Project* (the "**Assignee**"), without the need for consent of the *Construction Manager*, but with prior written notice to the *Construction Manager*. Upon the assumption by the *Assignee* of all of the *Owner's* existing and accrued obligations under the *Contract*, the *Owner* shall be released from all obligations arising under the *Contract*. Immediately upon any such assignment becoming effective in accordance with its terms, Owner shall be released of its obligations as assigned (whether arising before or after the assignment) but only to the extent that such obligations are expressly assumed by any such Assignee."

Add new paragraph GC 1.6:

"GC 1.6 **STANDARD OF SERVICE**

1.6.1 The *Construction Manager* warrants to the *Owner* that the *Construction Manager* will perform, as applicable, the:

.1 *Services* with the degree of professional skill, care and diligence ordinarily exercised by a construction manager, and

.2 *Own Forces Work* with degree of care, skill and diligence of a prudent, knowledgeable and experienced construction manager and contractor,

with specialized knowledge with respect to the development and redevelopment of residential low-rise projects or projects of a similar size, scope and nature to the *Project*,

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and in accordance with all applicable law (the "***Standard of Care***").The *Construction Manager* also warrants that it has a sufficient staff of qualified and competent personnel to replace any of its personnel, subject to *Owner's* approval, in the event of death, incapacity, termination or resignation.

GC 2.1 SERVICES

2.1.2 ADD to the end of paragraph 2.1.2 the following:

", so long as these individuals are within the employ of the *Construction Manager"*

2.1.6 ADD as a new paragraph 2.1.6 the following:

"2.1.6 The *Construction Manager* shall not undertake or recommend any *Related Transaction* on this *Project* unless it first obtains the written consent of the *Owner."*

2.1.7 ADD as a new paragraph 2.1.7 the following:

"2.1.7 Should the *Construction Manager* become aware that the information provided by the *Owner* pursuant to paragraph 3.1.1.10 of GC 3.1 PROVISION OF INFORMATION AND OBLIGATIONS is incomplete or inaccurate, the *Construction Manager* shall notify the *Owner* in writing the particulars of the error."

ADD new GC 2.2 Review and Inspection of the Work as follows:

"**GC 2.2 REVIEW AND INSPECTION OF THE WORK**

2.2.1 The *Construction Manager* shall provide the *Owner*, the construction lender and the *Consultant* access to the *Work* performed as *Own Forces Work.* The *Construction Manager* shall provide sufficient, safe and proper facilities at all times for the review of the *Own Forces Work* by the *Consultant* and the inspection of the *Own Forces Work* by authorized agencies. If parts of the *Own Forces Work* are in preparation at locations other than the *Place of the Project*, the *Construction Manager* shall give the *Owner* and the *Consultant* access to such *Own Forces Work* whenever it is in progress. Unless in the event of an emergency, all access and/or review of the *Own Forces Work* shall:

.1 be during normal business hours;

.2 be after notice has been provided to the *Construction Manager;*

.3 be at the party's own risk;

.4 be at the party's sole expense; and

.5 adhere to the *Construction Manager's* health and safety policies in effect at the *Place of the Project*, or, other location of performance of the *Own Forces Work*, as applicable.

2.2.2 If *Work* is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Project*, the *Construction Manager* shall give the *Consultant* reasonable notification of when the *Work* will be ready for review and inspection. The *Construction Manager* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by

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other authorities.

2.2.3 The *Construction Manager* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Own Forces Work*.

2.2.4 If the *Construction Manager* covers, or permits to be covered, *Work* that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed; and/or such *Work* were designated as needing the *Consultant's* sign off, the *Construction Manager* shall, if so directed, uncover or have the applicable Trade Contractor uncover such *Own Forces Work*, have the inspections or tests satisfactorily completed, and make good covering work at the *Construction Manager*'s expense.

2.2.5 The *Consultant* may order any portion or portions of the *Own Forces Work* to be examined to confirm that such *Own Forces Work* is in accordance with the requirements of the *Contract Documents.* If the work is not in accordance with the requirements of the *Contract Documents*, the *Construction Manager* shall correct the *Own Forces Work* and pay the cost of examination and correction at the *Construction Manager*'s expense. If the *Own Forces Work* is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration."

ADD new GC 2.3 Defective Work as follows:

"**GC 2.3 DEFECTIVE WORK**

2.3.1 The *Construction Manager* shall promptly:

.1 in respect of *Own Forces Work*, correct defective *Own Forces Work*; and

.2 in respect of all other *Work*, supervise the correction of defective work, consistent with Schedule A1 2,2,7,

that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Construction Manager* or a *Trade Contractor*.

2.3.2 The *Construction Manager* shall:

.1 in respect of *Own Forces Work*, promptly make good the work of other contractors engaged by the *Owner* that is destroyed or damaged by the *Construction Manager* correcting any defects in *Own Forces Work* at the *Construction Manager's* expense; and

.2 in respect of all other *Work*, promptly direct any applicable *Trade Contractor* to make good the work of other contractors' destroyed or damaged the *Trade Contractor* correcting any defects in the *Work* or any removals or replacements made by the applicable *Trade Contractor*.

2.3.3 Where the *Consultant* or *Owner* has given the *Construction Manager* written notice of a deficiency, non-compliance, or failure to perform the *Services* and *Own Forces Work* in accordance with the *Contract Documents* (including, without limitation, matters relating to quality of coordination, safety, cleanliness, or schedule performance), and the same or substantially similar issue has been the subject of two (2) or more prior written notices to the *Construction Manager* without having been remedied within the time specified in such

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notices, or such other time as the parties may agree in writing, or within a reasonable time where no time is specified, the *Owner* may, in addition to any other rights or remedies available under the *Contract Documents*, withhold a reasonable payment from the of the *Management Fee* otherwise payable in the next application for payment, until such time as the outstanding issue(s) have been remedied to the reasonable satisfaction of the *Consultant*.

The *Owner* shall only be entitled to make such withholding if it provides the *Construction Manager* with written notice of its intent to withhold the *Management Fee* under this GC 2.3.3, identifying the specific unresolved issue(s) and the amount to be withheld, not less than five (5) Working Days prior to the submission of the applicable application for payment by the *Construction Manager* to the *Owner*. Amounts withheld under this GC 2.3.3 shall be released to the *Construction Manager* upon the issue(s) being remedied with the next application for payment. Withholding of the *Management Fee* under this GC 2.3.3 shall not constitute a waiver of, and is without prejudice to, any other right or remedy of the *Owner* under the *Contract Documents*, including the right to terminate the right to continue with *Services* and terminate the *Contract*."

GC 3.1 PROVISION OF INFORMATION AND OBLIGATIONS

3.1.1.5 DELETE the second sentence in the paragraph that starts with "Such agreements".

3.1.1.6 DELETE this paragraph and REPLACE with "provide the *Construction Manager* with a final copy of all trade contracts, provided that the *Construction Manager* shall be responsible for collating and compiling the CCDC 17 contracts together with supplementary conditions for each trade contract with scope and terms that are approved in writing by the *Owner* ."

3.1.1.8 ADD to end of paragraph 3.1.1.8(2) "however, such formal notices are to be prepared by the *Construction Manager* if required by the *Owner*" before the word "or"

3.1.1.10 ADD at the end of paragraph 3.1.1.10 after the word "information'' the following:

"unless the *Construction Manager,* acting reasonably and consistent with the *Standard of Care,* becomes aware that the information is in some way incomplete or inaccurate"

3.1.1.15 ADD at the end of paragraph 3.1.1.15 the following:

", including, but not limited to any defect in the warranty documents."

3.1.2 DELETE paragraph 3.1.2 in its entirety and without replacement.

GC 4.1 APPLICATIONS FOR PAYMENT

4.1.3 ADD a new paragraph 4.1.3 as follows:

"4.1.3 Should the application for payment include any amounts on account of *Services* performed on the basis of Hourly Rates, *Own Forces Work* performed by the *Construction Manager* or any one engaged directly by the *Construction Manager* the application for payment shall contain an itemized list of any compensation claimed for expenses included

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in SCHEDULE A2 - REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1 and SCHEDULE B2 - REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE Bl. Should the *Construction Manager* include un-authorized amounts in any application for payment, the *Construction Manager* shall not be entitled to payment for such un-authorized amounts, consistent with paragraph 5.4.3, Article A-5."

GC 4.2 PAYMENT

4.2.l DELETE the number "20" and replace with the number "28"

4.2.5 ADD new paragraph 4.2.5 as follows:

"4.2.5 The *Construction Manager* shall maintain accounts and records related to the *Project*, including drawings submitted to it, *Trade Contractor* and *Supplier* invoices submitted to it, and time sheets, receipts, and relevant correspondence and memoranda related to *Project* costs and performance of the *Services*, and shall make such records available to the *Owner*, at the *Owner's* expense, for inspection and audit during normal business hours upon reasonable notice for a period of seven (7) years following *Total Completion of the Project*."

GC 5.1 CHANGES TO THE PROJECT

5.1.5 ADD the words "reasonable cost verified by the Owner" after the word "additional", and ADD "in performing the *Services*, including but not limited to costs for on-site staff, site office and other related costs" after the wording 'additional costs"

GC 6.1 OWNERS' RIGHT TO TERMINATE THE CONTRACT

6.1.3.2 DELETE paragraph 6.1.3.2 in its entirety and replace it with the following:

".2 provides a schedule that is acceptable to the *Owner*, acting reasonably, for such correction; and"

6.1.5 ADD ", subject to paragraph 5.12 of Article A-5," immediately after "shall pay" and DELETE the number "30" and replace it with the number "28".

6.1.8.1 DELETE the number "30" and replace it with the number "28".

6.1.8.2 DELETE the paragraph in its entirety and replace with "The *Construction Manager* shall be entitled to reasonable termination costs related to any ongoing *Own Forces Work*, costs and associated fees incurred up to the date of termination."

GC 6.2 Construction Manager's Right to Terminate the Contract

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6.2.3.1 ADD “, subject to Article A-5.12,” immediately after “shall pay”.

6.2.3.2 DELETE the paragraph in its entirety and replace with “The *Construction Manager* shall, subject to Article A-5.12, be entitled to costs and associated fees incurred up to the date of termination.”

GC 7.1 NEGOTIATION, MEDIATION AND ARBITRATION

7.1 DELETE the title of GC 7.1 and replace it with “Negotiation and Court Proceedings”

7.1.1 DELETE General Conditions 7.1.1, 7.1.2, 7.1.3 and 7.1.4 and insert the following:

“7.1.1 If a dispute arises under the *Contract*, the claiming party shall give *Notice in Writing* of such dispute to the other party. The notice shall set out particulars of the matters in dispute, the probable extent and value of any claim and the relevant provisions of the *Contract Documents.* The other party shall reply to such notice no later than fourteen (14) calendar days after it receives the notice of dispute, setting out in such reply its position on the dispute and any relevant provisions of the *Contract Documents.*

7.1.2 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

7.1.3 If the dispute has not been resolved within ten (10) *Working Days* following receipt of a responding party’s *Notice in Writing* in reply under paragraph 7.1.1 or within such further period agreed to by the parties, then either party may refer the unresolved dispute to the courts, including to have the unresolved dispute resolved within *Owner’s* ongoing proceeding under the *Companies’ Creditors Arrangement Act* before the Supreme Court of British Columbia.”

GC 8.1 INSURANCE

DELETE GC 8.1 and REPLACE as follows:

“GC 8.1 INSURANCE

8.1.1 Without restricting the generality of GC 9.1 - INDEMNIFICATION, or the responsibility of the *Construction Manager* under the Contract, insurance coverage will be arranged and paid for as follows:

8.1.2 <u>Project Specific Insurance</u>

The *Owner* shall purchase, maintain and pay for the following types of insurance policies issued by insurance companies licensed to carry on business in the Province of British Columbia:

.1 “All Risk” Builders’ Risk (property) Insurance Coverage

This policy shall cover “All Risks” of direct physical loss or damage to the *Project*, including the perils of sewer back-up, earthquake and flood, subject to customary

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exclusions. The policy is to include, at minimum DE4/LEG3 extension, with respect to damage caused by faulty workmanship, materials or design. It shall cover all property forming part of the *Project*, including goods and materials to be incorporated in the *Project* while at the *Place of the Project*. It shall not provide coverage for contractors' equipment (owned or leased or rented) other than scaffolding, formwork, fences, shoring, hoarding, falsework, tarpaulins and temporary buildings in connection with the construction operations.

The policy shall be written in the joint names of the *Owner, Construction Manager, Trade Contractors* of any tier, architects, engineers, consultants, and subconsultants (except for professional liability errors or omissions in professional services) engaged in the *Project*, excluding any such entities whose only function is to supply and/or transport materials, machinery or supplies to the *Place of the Project* and who do not perform any installation or construction work at the *Place of the Project.*

The policy shall provide for a limit of coverage not less than the estimated final completed value replacement cost of the *Project*, including but not limited to all applicable hard costs and recurring and soft costs, and if required by *Owner* delay in start-up coverage with a minimum 24-month indemnity period, and certain sublimits usual to this type of insurance. The policy shall contain a waiver of the insurer's subrogation rights against all insureds and their directors, officers, employees, servants, and agents, with the exception of architects, engineers, manufacturers and consultants for their professional liability errors or omissions in professional services.

Each claim under this insurance policy shall be subject to a maximum general deductible of $100,000.00 except for the following perils which shall be subject to possible higher maximum deductibles as shown:

Water Damage/Sewer Backup	$250,000.00 each claim
DE5/LEG3 (if applicable):	$250,000.00 each claim
Flood:	$250,000.00 each claim
Testing & commissioning:	$100,000.00 each claim
Earthquake:	3% of the value of the property insured at the time of loss subject to a minimum deductible of $100,000.00 each claim.

Formal applicable policy deductibles to be confirmed upon binding of coverage.

This policy shall be maintained continuously from commencement of the *Work* until the *Project* is registered as a condominium corporation.

The policy shall provide that, in the case of a loss or damage, payment shall be made solely to the *Owner* and/or the *Owner's* mortgagee and the *Construction Manager* as

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their interests may appear. The *Owner* shall act on behalf of the named insureds for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, and there has been a release by the insurers, the *Owner, Construction Manager* and *Trade Contractors* shall proceed to restore the *Work,* except in the event of total destruction, in which case the *Owner* shall determine the next steps to be taken in consultation with the insurers. Loss or damage shall not affect the rights and obligations of either party under the *Contract.*

.2 Equipment Breakdown Insurance

This policy shall cover all boilers, pressure vessels, refrigerating or air conditioning equipment, and any mechanical or electrical machine or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power forming part of the *Project.*

The policy shall provide broad comprehensive coverage on all insured objects on a blanket basis, subject to customary exclusions. It shall be written in the joint names of the *Owner, Construction Manager, Trade Contractors* of any tier, architects, engineers, consultants, and subconsultants (except for professional liability errors or omissions in professional services) engaged on the *Project,* excluding any such entities whose only function is to supply and/or transport materials, machinery or supplies to the *Place of the Project* and who do not perform any installation or construction work at the *Place of the Project.*

The policy shall provide for a Limit of coverage not less than the estimated final completed value of the *Project,* with certain sublimits usual to this type of insurance. The policy shall contain a waiver of the insurer's subrogation rights against all insureds and their directors, officers, employees, servants, and agents, with the exception of architects, engineers, manufacturers and consultants for their professional liability errors or omissions in professional services.

This policy shall be maintained continuously from commencement of use or operation of the equipment breakdown objects insured by the policy until the *Project* is registered as a condominium corporation.

The policy shall provide that, in the case of a loss or damage, payment shall be made solely to the *Owner* and/or the *Owner's* mortgagee and the *Construction Manager* as their interests may appear. The *Owner* shall act on behalf of the named insureds for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, and there has been a release by the insurers, the *Owner, Construction Manager* and *Trade Contractors* shall proceed to restore the *Work,* except in the event of total destruction, in which case the *Owner* shall determine the next steps to be taken in consultation with the insurers. Loss or damage shall not affect the rights and obligations of either party under the *Contract.*

This coverage can be included within the required insurance outlined in 8.1.2.1 - "All Risk" Builders Risk Insurance.

.3 Wrap-Up Liability Policy

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This policy shall cover the risks of liability for bodily injury, including death and for third party property damage arising from the activities at the *Place of the Project*, subject to customary exclusions. It shall be written in the joint names of the *Owner*, *Construction Manager*, *Trade Contractors* of any tier, architects, engineers, consultants, and subconsultants (except for professional liability errors or omissions in professional services) engaged on the *Project*, excluding any such entities whose only function is to supply and/or transport materials, machinery or supplies to the *Place of the Project* and who do not perform any installation or construction work at the *Place of the Project*. It shall provide for a limit of liability not less than $10,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, and a deductible of not more than $100,000.00 per occurrence.

This policy shall include the following coverage features:

a. Products and Completed Operations;

b. Blanket Contractual Liability;

c. Cross Liability and Severability of Interests Clause;

d. Employers Liability;

e. Contingent Employer's Liability;

f. Personal Injury Liability;

g. "Occurrence" basis coverage for Bodily Injury and Property Damage;

h. Coverage for shoring, blasting, excavating, underpinning, pile driving, caisson work, grading, tunneling, and all work below ground surface (as required);

i. Non-Owned Automobile Liability insurance, including third party liability arising from use and operation of hired vehicles.

This insurance shall be maintained continuously from commencement of the *Work* until the *Project* is registered as a condominium corporation. The completed operations coverage shall be maintained for a minimum of 24 months after the expiration of the policy.

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.4 Project Specific Contractors' Pollution Liability

This policy shall be written in the joint names of the *Owner, Construction Manager* and *Trade Contractors* of any tier engaged on the *Project* with a limit of $5,000,000.00 per claim and $5,000,000.00 in the aggregate covering third party bodily injury, property damage, consequential loss or damage, including clean-up and restoration costs, both at the *Place of the Project* and off-site as required. This insurance shall be maintained continuously from commencement of the *Work* until the *Project* is registered as a condominium corporation. The Completed Operations coverage shall be maintained for a minimum of 24 months after the expiration of the policy.

.5 Deductible Amounts under Project-Specific Policies

The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of this *Contract.*

.6 Project-Specific Insurance Premiums to be excluded from Contract

In consideration of the fact that the *Owner* shall provide and pay for the project-specific insurance policies described in this Article 8.1.2, the *Owner* shall require the *Construction Manager* to confirm that their *Contract Price* does not include any allowance for insurance premiums, in respect of risks covered by such insurance policies provided by the *Owner.*

For greater clarity, such premium deductions should be made for the following types of insurance normally carried by the *Construction Manager:*

(a) Commercial General Liability insurance covering all operations (except for the cost of off-site and post completed operations coverage);

(b) Builder's Risk insurance and/or Installation Floater insurance covering all projects on a blanket basis or on a project-specific basis; and

(c) Project Specific Contractors' Pollution Liability.

.7 Cancellation Provisions

All project specific insurance policies shall, to the extent available, be non-cancellable, except for fraud or non-payment of premium. In the event there are cancellation provisions, then the cancellation has to take effect 60 days after notice of such cancellation.

.8 Evidence of Project-Specific Policies to be provided

The *Owner,* through the *Construction Manager,* shall promptly provide a certificate of insurance and copies of the insurance policies to any insured party upon request as evidence of the project-specific policies effected by the *Owner*.

.9 Supplementary Insurance

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The *Owner* does not represent that the project-specific insurance policies described in this Article 8.1.2 will be sufficient to protect the *Construction Manager* or any other insured parties against all of their responsibilities under this *Contract.* The *Construction Manager* and any other insured parties may obtain such additional insurance as they may consider necessary at their own expense.

.10 Administration and Co-operation

The *Construction Manager* shall co-operate with the *Owner* in the administration of the project-specific insurance policies described in this Article 8.1.2, including promptly notifying the *Owner* of any claim or event or circumstance that may result in a claim.

8.1.3 Other Insurance

The *Construction Manager* shall purchase and maintain the following types of insurance with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Project.*

Unless specified otherwise, the duration of each such insurance policy shall be from the date of commencement of the Work until the *Project In-Use Date.*

.1 Automobile Insurance

This policy shall cover all licensed vehicles owned, operated or leased by the *Construction Manager.* It shall provide for third party liability limits not less than $5,000,000.00 inclusive for bodily injury and property damage plus statutory accident benefits.

.2 Contractors' Equipment Insurance

This policy shall cover all tools and equipment including cranes and hoists if applicable, while in transit and/or while used at the project site by, or on behalf of, the *Construction Manager* against "All Risks" of direct physical loss or damage, including equipment breakdown and the perils of earthquake and flood, subject to customary exclusions. The contractors' equipment insurance policies shall contain a waiver of subrogation against the *Owner* and shall provide for 30 days prior written notice of cancellation to be given by the insurers to the *Owner.*

.3 Commercial General Liability Insurance (Off-site & Completed Operations)

This policy shall cover the risks of liability for bodily injury and property damage arising from the operations and activities away from the *Place of the Project* by the *Construction Manager.* This policy shall be subject to limits of liability not less than $10,000,000.00. It shall include all of the coverage features listed in items (a) to (i) of Article 8.1.2.3 of this *Contract,* as well as *Owners'* and contractors' protective and broad form completed operations. This policy shall not contain any exclusions for work performed under project specific wrap up liability.

This insurance shall be maintained continuously from commencement of the *Work* to the expiry of the statute of repose in the Province or Territory of the *Place of the Project.*

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Such policies shall be endorsed to add the *Owner*, and any other entity that the *Owner* may require, as an additional insured and provide for 30 days prior written notice of cancellation to be given by the insurers to the *Owner*.

.4 Intentionally Deleted.

.5 Aircraft and Watercraft Liability Insurance (if applicable to operations of the Construction Manager)

If the *Work* at the *Place of the Project* involves the use of owned or non-owned aircraft, drones or watercraft directly or indirectly in the performance of the *Work*, appropriate Aircraft Liability and/or Watercraft Liability insurance must be purchased and maintained for the duration of such operations by the party responsible for such operations. This policy shall provide limits of liability not less than $10,000,000.00 per occurrence insuring against claims for bodily injury, including death and for property damage arising out of the use of such aircraft, drones or watercraft.

Such policies shall be endorsed to include the *Owner* as additional insureds and this policy shall apply as primary insurance and shall not call into contribution any other insurance available to the *Owner*.

Such policies shall provide for 30 days prior written notice of cancellation to be given by the insurers to the *Owner*.

.6 Marine Cargo Insurance (if applicable to operations of the Construction Manager)

If any property forming part of the *Project*, including goods and materials to be incorporated into the *Project*, is required to be transported by vessels as ocean marine cargo, appropriate ocean marine cargo insurance must be purchased to cover such cargo for full replacement value subject to the conditions of the Institute Cargo Clauses (All Risks), including war and strikes extensions, and including transits and storage where applicable, and losses suffered by the *Owner* due to delay.

If an entire vessel is chartered for shipping equipment, then Charterer's Liability insurance must be purchased in amounts sufficient to protect and indemnify the *Owner* and *Construction Manager* for all liability arising out of the chartering of such vessel.

This insurance must be purchased and maintained for the duration of such operations by the party responsible for such operations. Such policies shall provide for 30 days prior written notice of cancellation to be given by the insurers to the *Owner*.

.7 Worker's Compensation

The *Construction Manager* shall maintain itself in good standing with WorkSafeBC and shall provide a certificate of good standing to the *Owner* on execution of this *Contract* and thereafter as determined.

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.8 Additional Insurance

The *Construction Manager* shall purchase and maintain at its sole cost and expense any additional insurance which it is required to carry by law or which it considers necessary to cover risks not otherwise covered by insurance specified in this section.

The *Construction Manager* shall also purchase and maintain, such other insurance, or amendments to the foregoing policies, as the *Owner* may reasonably require and direct.

.9 Evidence of Insurance to be Provided

Prior to commencement of the *Services* and upon the placement, renewal, amendment or extension of all or any part of the insurance policies described in this Article 8.1.3, the *Construction Manager* shall promptly provide the *Owner* with certificates of insurance.

.10 Failure to Purchase or Maintain Insurance

If the *Construction Manager* fails to provide evidence that insurance policies described in this Article 8.1.3 have been purchased or maintained, the *Owner* shall have the right, after five (5) *Working Days* written notice, but not the obligation, to purchase and maintain such insurance and the cost thereof, including expenses incurred, shall be paid by the defaulting party to the *Owner* on demand or the *Owner* may deduct the cost thereof from the amount which is due or may become due to the *Construction Manager*.

8.1.4 Preservation of Insurance Coverage

The *Construction Manager* will not do or omit to do anything that would prejudice, or result in loss of coverage under any policy of insurance required to be placed or maintained by the *Owner* or the *Construction Manager.*

8.1.5 Waiver of Rights regarding property damage

The *Construction Manager* hereby waives all rights of recourse against the *Owner* in respect of loss or damage to their owned, leased or hired property."

GC 9.1 Indemnification

9.1.2.2 DELETE paragraph 9.1.2.2 in its entirety and replace with the following:

.2 In respect of losses suffered by the *Owner* and/or the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 8.1 - INSURANCE, the limit shall be one hundred and twenty-five percent (125%) of the *Management Fee*.

ADD as 9.1.2.4 the following:

"9.1.2.4 In addition to the above, (and without any limitation to GC 10.7), and in respect of any claim made pursuant to paragraph 9.1.1, neither party shall have any liability to the other for *Consequential Damages*."

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GC 9.2 Waiver of Claims

Change all instances of "*Project-in-Use Date*" to "*Total Completion of the Project*" throughout all of GC 9.2

PART 10 ADDITIONAL CONDITIONS

ADD a new PART 10 ADDITIONAL CONDITIONS as follows:

"PART 10 ADDITIONAL CONDITIONS

GC 10.1 TOXIC AND HAZARDOUS SUBSTANCES

10.1.1 If the *Construction Manager* becomes aware of toxic or hazardous substances or materials at or on the *Project* that exceed the levels prescribed by applicable legislation at the *Place of the Project*:

.1 where such toxic or hazardous substances or materials create an immediate safety concern, the *Construction Manager* shall (consistent with GC 10.5) take all reasonable steps, including stopping work on the *Project*, to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or materials;

.2 in any event, immediately report the circumstances to the *Owner* in writing and shall comply with any direction of the *Owner* in connection with such toxic and hazardous substances (provided such direction is not inconsistent with any action taken by the *Construction Manager* pursuant to 10.1.1.1).

All reasonable additional costs resulting from any action taken by the *Construction Manager* pursuant to this paragraph 10.1.1 shall be chargeable at the *Construction Manager's* Hourly Rates and as reimbursable expenses, (as applicable), provided that the *Construction Manager* or its own forces were not responsible for bringing toxic and hazardous substances on to the *Place of the Project.*

GC 10.2 WORKERS' COMPENSATION

10.2.1 The *Construction Manager* shall, from time to time as requested by the *Owner*, provide evidence to the *Owner* that the *Construction Manager* is complying with workers' compensation legislation applicable to the *Place of the Project.*

GC 10.3 BUILDERS LIENS

10.3.1 Provided that the *Owner* is not in default of its undisputed payment obligations under this *Contract*, upon the registration or preservation of a claim for lien and/or a certificate of pending litigation against title to the *Place of the Project* by any of the *Construction Manager's* consultants or by any person or entity providing materials, services or equipment to either the *Construction Manager* or any of the *Construction Manager's* consultants, the *Construction Manager*, its sole cost, shall, within ten (10) *Working Days* of it coming to the notice of the *Construction Manager*, take whatever

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reasonable steps are necessary to discharge, release or vacate the registration of such lien or related certificate of pending litigation from the title to the *Place of the Project*. For clarity, the *Construction Manager* shall not be entitled to any additional compensation from the *Owner* in relation thereto.

10.3.2 In the event that the *Construction Manager* fails to take reasonable steps to vacate such lien or related certificate of pending litigation as per GC 10.3.1 above, the *Owner* shall be at liberty to take whatever steps it deems necessary to see to the discharge or removal of the lien or related certificate of pending litigation, including posting security, and the *Owner* will then be entitled to set off against any amounts otherwise due to the *Construction Manager* by the *Owner* for any direct costs, including reasonable legal costs, incurred by the *Owner* in relation thereto.

GC 10.4 CONFIDENTIALITY

10.4.1 For the purpose of this *Contract*, confidential information shall mean any business or financial information about the *Owner*, including information about its customers, suppliers, finances, or the *Place of the Project*, but excluding:

1. information that the *Construction Manager* can show was in the *Construction Manager's* possession on a non-confidential basis prior to the *Construction Manager's* receipt or acquisition thereof from the *Owner;*

2. information (including any information publicly disclosed within or in connection with the *Owner's* ongoing proceeding under the *Companies' Creditors Arrangement Act* before the Supreme Court of British Columbia) which, after the *Construction Manager's* receipt or acquisition thereof from the *Owner* as aforesaid, becomes part of the public domain through no act of the *Construction Manager* or of any third party under an obligation of confidence with respect to such information, but only after such information becomes part of the public domain;

3. information which, after receipt or acquisition thereof from the *Owner* as aforesaid, is lawfully obtained by the *Construction Manager* from a third party, but only after such information is so received or acquired, and provided such third party is under no obligation of confidence with respect to such information; and

4. information about the *Place of the Project* reasonably required by persons submitting tenders for work on the *Project*, including without limitation existing condition surveys, hazardous materials assessments and geotechnical reports.

10.4.2 The *Construction Manager* and its directors, officers, agents and employees shall during the term of the *Contract* and for seven (7) years following *Total Completion of the Project*, keep all of the *Owner's* confidential information in confidence and not disclose same without the prior written approval of the *Owner* or as permitted by this GC 10.4.

10.4.3 The *Construction Manager* and its directors, officers, agents and employees shall not directly or indirectly disclose or use any confidential information or material belonging to the *Owner* pursuant to this *Contract*, without first obtaining the written consent of

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the *Owner* to such disclosure or use, except that the *Owner's* prior written consent shall not be required for the disclosure of such information or materials to (a) governmental authorities to the extent required to be disclosed in accordance with requirements of applicable law, (b) professional advisors, (c) persons submitting tenders for work on the *Project* or (d) the *Construction Manager's* consultants or any person or entity providing materials, services or equipment for the *Project* to either the *Construction Manager* or any of the *Construction Manager's* consultants, to the extent necessary to permit such persons to perform the *Services,* as applicable, or tender work on the *Project.*

10.4.4 Before granting access to any confidential information to any third party and not without *Owner's* consent other than the persons referenced in paragraph 10.4.3 or the *Construction Manager's* directors, officers, employees, or professional advisors, the *Construction Manager* undertakes to have such third party sign an agreement causing them to be bound by terms substantially the same as those in this present paragraph.

GC 10.5 SAFETY

10.5.1 The *Construction Manager* shall assume overall responsibility for, and shall be solely responsible for, construction health and safety at the *Project* and the *Place of the Project* (including for the *Work* performed at the *Place of the Project* and any other work or other activities conducted or performed at the *Place of the Project* by any person whatsoever including the *Construction Manager*, *Trade Contractor*s, *Suppliers*, subcontractors, *Owner*'s own forces, other contractors, or any other person employed by any of them, and each of their respective employees, directors, officers, agents, and invitees, and whether or not any contractual relationship exists between the *Construction Manager* and such person (collectively the "**Project Work**")) and for compliance with the rules, regulations, and practices required by, and other requirements of, the *Workers Compensation Act* (BC) ("**WCA**"). Without limiting the generality of the foregoing:

.1 the *Construction Manager* acknowledges and agrees that the *Construction Manager* is the "Prime Contractor" within the meaning of the *WCA* in respect of the *Project, Project Work* and the *Place of the Work* and shall carry out and fulfill the duties, obligations and responsibilities of the "Prime Contractor" (within the meaning of the *WCA*) from the date of commencement of the *Work* until the date of *Total Completion of the Project*; and

.2 in order to enable the *Construction Manager* to act as "Prime Contractor" the *Owner* agrees to delegate full site control, including final decision making on scheduling and coordination of *Trade Contractors* as it relates to health and safety, coordination of *Trade Contractors*, and shall include express terms in each contract with its *Trade Contractors*, *Consultant*, consultants, *Suppliers*, subcontractors, *Owner*'s own forces, other contractors, or any other person employed by any of them terms confirming that such parties must comply with all policies and directions of the *Construction Manager* in respect of occupational health and safety for the duration of the *Project*.

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10.5.2 The *Owner* and the *Construction Manager* acknowledge and agree that the *Construction Manager* was selected by the *Owner* based on a number of key factors including: (i) the *Construction Manager*'s skill, knowledge, experience (including it relates to health and safety policies, WorkSafeBC and safety records), health and safety policies, and expertise relating to *Work*place safety; and (ii) *Construction Manager*'s record of convictions, and violations. The *Construction Manager* shall exercise reasonable diligence in accordance with the *Standard of Care* in the pre-selection process with respect to any *Trade Contractors*.

10.5.3 The *Construction Manager* represents and warrants that the *Construction Manager* has not received any charges or violations under the *WCA* and has not been convicted of any such charges or violations under the *WCA*, in the current year and in the prior five (5) years. If the *Construction Manager* becomes aware that any *Trade Contractor* or *Supplier* has received a notice of charge or violation under the *WCA* during the performance of the *Work* by such *Trade Contractor* or *Supplier*, the *Construction Manager* shall promptly notify the *Owner*.

10.5.4 Without limiting the generality of paragraph 10.5.1:

.1 the *Construction Manager* acknowledges and agrees that the *Construction Manager* will provide the appropriate health and construction safety instruction and training to the *Construction Manager*'s employees, and safety instruction to *Trade Contractor*s and *Suppliers* attending at the *Place of the Work*;

.2 the *Construction Manager* shall be responsible for establishing, initiating, maintaining, and supervising all safety precautions and programs with respect to the *Project*, *Project Work* and the *Place of the Work* and for compliance with such precautions and programs (including by the *Trade Contractor*s, *Suppliers* and subcontractors);

.3 the *Construction Manager* shall incorporate into all safety precautions and programs any reasonable comments of the *Owner*'s insurance company providing insurance for the *Project*. Such review and comments shall not limit or reduce any of the *Construction Manager*'s obligations or responsibilities as "Prime Contractor"; and

.4 prior to the commencement of *Work* at the *Place of the Project*, the *Construction Manager* shall provide to the *Owner:* (i) a current WorkSafeBC clearance certificate; (ii) documentation of the *Construction Manager's* safety programs for the *Project Work*; and (iii) a copy of the "Notice of Project" filed through WorkSafeBC identifying itself as the "Prime Contractor" under the *WCA*.

10.5.5 The *Construction Manager* represents and warrants and shall provide evidence to the *Owner* upon request that the *Construction Manager* and the *Trade Contractor*s and *Suppliers* have in place safety programs, and that all employees of the *Construction Manager*, have received training in occupational safety, all in compliance with the requirements of the *WCA*, and are effectively enforcing the applicable safety programs and *Trade Contractor*s and *Suppliers* attending at the *Place of the Work* received safety instructions.

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10.5.6 *Construction Manager* shall promptly report to the *Owner* any accident or emergency that relates to the *Project Work*. The *Construction Manager* shall cooperate fully with the *Owner* with respect to dealing with any claim resulting from an accident or emergency. In the event of an accident or emergency threatening health, life or property, the *Construction Manager*, without instruction or authorization from the *Consultant* or *Owner*, shall take such action as it may consider necessary to save lives and protect persons from injury, and, this being done, to protect and preserve property.

10.5.7 The *Owner* has authority to stop the progress of the *Work* whenever in the reasonable opinion of the *Owner* such stoppage is necessary to ensure the safety of life, or of the *Work* or of neighboring property.

10.5.8 Without limiting the generality of any other provision in the Contract, the Construction Manager shall indemnify, defend and hold harmless the Owner, the Monitor and their directors, officers and employees (the "**Monitor Parties**") from and against all claims, demands, proceedings, complaints, actions, adjudications, arbitrations, litigation, applications, suits, causes of action, orders, charges or other similar process, of whatsoever kind or nature (whether civil, administrative or regulatory), or losses, debts, expenses, liabilities, damages, obligations, payments, fines and costs suffered, sustained, or incurred by the Monitor Parties (including, for clarity, any claims and losses resulting from bodily injury, sickness, disease or death, or to injury or destruction of tangible property) arising out of any failure or alleged failure of the *Construction Manager*, or its directors, officers and employees, or others that the *Construction Manager* is responsible for at law, to comply with its obligations under this GC 10.5. The Owner and Monitor Parties shall not be entitled to double recovery for the same loss, debt, expense, liability, damage, obligation, payment, fine or cost on account of any obligation to indemnify claimed or asserted by the Monitor Parties or the Owner. The limitations of liability set out at 9.1.2 shall apply to the *Construction Manager's* obligation to indemnify the *Monitor Parties*.

GC 10.6 MISCELLANEOUS

10.6.1 Any provision of this *Contract* which by its nature extends beyond the completion of the *Project* or the termination of this *Contract* or which is required to ensure that the parties may fully exercise their rights and perform their obligations hereunder shall survive the completion of the *Project* and the termination of this *Contract* for any reason whatsoever.

10.6.2 All remedies of the parties hereunder, under any other documents or agreements executed pursuant to or in connection with this *Contract* or otherwise available to parties shall be cumulative.

GC 10.7 WAIVER OF CONSEQUENTIAL DAMAGES

10.7.1 Neither the *Owner* nor the *Construction Manager* shall be liable to each other for *Consequential Damages*, regardless of how caused, even in the event of fault, breach of contract, tortious conduct, including negligence, except where the loss or damages are the result of willful misconduct or fraud. Nothing herein prevents recourse to an applicable insurance policy by either of the parties or otherwise releases the *Owner* of its obligation

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to make payment to the *Construction Manager* of amounts that are properly due and owing under the *Contract*. This paragraph 10.7.1 is in addition to the limitations of liability at GC 9.1.*"*

GC 10.8 CONCEALED OR UNKNOWN CONDITIONS

10.8.1 If the *Owner* or the *Construction Manager* discovers conditions at the *Place of the Project* which are:

.1 subsurface or otherwise concealed physical conditions which are anticipated to have existed before the commencement of the *Services* which differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than five (5) *Working Days* after first observance of the conditions.

GC 10.9 PROTECTION OF WORK AND PROPERTY

10.9.1 The *Construction Manager:*

.1 shall, as required by and consistent with GC 10.5, protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Project* from damage which may arise as the result of acts or omissions of the *Construction Manager* or those for whom it is responsible, and shall be responsible for damage caused to the *Work*, the *Owner's* property and property adjacent to the *Place of the Project*, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner*, the *Consultant*, the *Trade Contractors*, consultants, subconsultants, subcontractors, other contractors engaged by the *Owner*, or their respective agents and employees, except to the extent the foregoing is acting upon the instructions of Construction Manager; and

.2 shall direct the *Trade Contractors* to protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Project* from damage which may arise as the result of the *Trade Contractor's* performance of the *Work* or their operations under the trade contract.

10.9.2 Before commencing any *Own Forces Work*, the *Construction Manager* shall locate on site all underground utilities and structures that are indicated in the *Contract Documents* or information provided by the *Owner*, or that are reasonably apparent on a visual inspection of the *Place of the Project*.

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10.9.3 The *Construction Manager* shall direct *Trade Contractors* to locate on site all underground utilities and structures that are indicated in the *Contract Documents* or information provided by the *Owner*, or that are reasonably apparent in an inspection of the *Place of the Project* prior to commencing their applicable *Work*.

10.9.4 Should the *Construction Manager* in the performance of the *Own Forces Work* or the *Services* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Project*, the *Construction Manager* shall be responsible for making good such damage at the *Construction Manager*'s expense.

10.9.4 Should damage occur to the *Own Forces Work* or *Owner's* property for which the *Construction Manager* is not responsible, the *Construction Manager* shall make good such damage to the *Own Forces Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Construction Manager*'s shall be compensated for the cost of correcting such damage, and the *Management Fee* and the *Contract Time* shall also be adjusted as provided in GC 5.1 – CHANGES TO THE PROJECT.

GC 10.10 WARRANTY

10.10.1 Except for extended warranties as described in paragraph 10.10.5, the warranty period for the *Own Forces Work* under this *Contract* is one year from the *Project in Use Date.*

10.10.2 The *Construction Manager* shall be responsible for:

.1 the proper performance of the *Own Forces Work* to the extent that the design and *Contract Documents* permit such performance;

.2 be responsible for directing *Trade Contractors* in the proper performance of the other *Work* to the extent that the design and *Contract Documents* permit such performance.

10.10.3 The *Owner*, through the *Consultant*, shall promptly give the *Construction Manager Notice in Writing* of observed defects and deficiencies which occur during the warranty period in respect of the *Work* and the *Own Forces Work*.

10.10.4 The *Construction Manager* shall:

.1 enforce the warranty obligations of the *Trade Contractors* and *Supplier* in accordance with the applicable terms of the contracts with the *Trade Contractors* and *Suppliers*; and

2. correct promptly at its expense defects or deficiencies in the *Own Forces Work* which appear during the applicable warranty period specified in the *Contract Documents*.

10.10.5 Any extended warranties:

.1 required for the *Own Forces Work* beyond the warranty period as described in paragraph 10.10.1 shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Construction Manager*'s responsibility with respect to extended warranties required for the *Own Forces Work* shall be limited to obtaining any such extended

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warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor; and

.2 required by the applicable trade contract with a Trade Contractor beyond the warranty period as described in such trade contract shall be as specified therein. The *Construction Manager*'s responsibility with respect to such extended warranties shall be limited to directing the *Trade Contractor* to obtain any such extended warranties from the warrantor.

ADD a new PART 11 PERFORMANCE OF THE SERVICES AND EXECUTION OF THE WORK:

"**PART 11 PERFORMANCE OF THE SERVICES AND EXECUTION OF THE WORK**

GC 11.1 CONTROL OF THE WORK

11.1.1 The *Construction Manager* shall have total control of the *Own Forces Work* and shall effectively direct and supervise the *Own Forces Work* so as to ensure conformity with the *Contract Documents*.

11.1.2 The *Construction Manager* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Own Force*s *Work* under the *Contract*.

GC 11.2 TEMPORARY WORK

11.2.1 The *Construction Manager* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* in respect of *Own Forces Work.*

11.2.2 The *Construction Manager* shall:

.1 engage registered professional engineering personnel skilled in the appropriate disciplines required for any *Temporary Work* necessary for the performance of *Own Forces Work* where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results. The cost of such registered professional engineering personnel shall form part of the cost of the *Own Forces Work*; and

.2 direct the *Trade Contractors* to engage registered professional engineering personnel skilled in the appropriate disciplines where required by law or by the trade contract and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

11.2.3 Notwithstanding the provisions of GC 11.1 – CONTROL OF THE WORK, paragraph 11.2.1 and paragraph 11.2.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work*, or

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specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Construction Manager* shall not be held responsible for that part of the design or the specified method of construction. The *Construction Manager* shall, however, be responsible for the execution of any *Temporary Work* required for *Own Forces Work* consistent with the requirements of the *Contract Documents*."

GC 11.3 REVIEW OF DRAWINGS, SPECIFICATIONS AND MATERIAL AND FINISH SCHEDULES

11.3.1 The *Construction Manager* shall:

.1 review the drawings, specifications and material and finish schedules and shall report promptly to the *Consultant* any error, inconsistency or omission the *Construction Manager* may discover. If the *Construction Manager* does discover any error, inconsistency or omission in the drawings, specifications and material and finish schedules, the *Construction Manager* shall not proceed with the *Own Forces Work* affected until the *Construction Manager* has received corrected or missing information from the *Consultant*; and

.2 direct the *Trade Contractors* to review the drawings, specifications and material and finish schedules for their *Work* and, consistent with the requirements of the applicable trade contract, to report promptly to the *Construction Manager* any error, inconsistency or omission the *Trade Contractors* may discover and to not proceed with the *Work* affected until the *Trade Contractor* has received corrected or missing information from the *Construction Manager*.

In respect of paragraph 11.3.1.1 and 11.3.1.2, the *Construction Manager* shall not be responsible for any delays to the *Own Forces Work* or the *Work* caused by any identified error, inconsistency or omission in the drawings, specifications and material and finish schedules for the *Own Forces Work* or the *Work*.

11.3.2 The review of drawings, specifications and material and finish schedules required under paragraph 11.3.1 shall be to the best of the *Construction Manager*'s knowledge, information and belief. In making such review the *Construction Manager* assumes no responsibility for the accuracy of the review. The *Construction Manager* shall not be liable for any damage or costs resulting from errors, inconsistencies or omissions, which the *Construction Manager* did not discover.

GC 11.4 SUPERVISION

11.4.1 The *Construction Manager* shall provide all necessary supervision and appoint a *Site Supervisor* who shall be in attendance at the *Place of the Project* while *Work* is being performed. The *Construction Manager* may appoint a new representative for a valid reason and to whom the *Owner* makes no reasonable objection.

11.4.2 The *Site Supervisor* shall represent the *Construction Manager* at the *Place of the Project*. Information and instructions provided by the *Consultant* to the *Site Supervisor* shall be

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deemed to have been received by the *Construction Manager*, except with respect to Article A-7 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

11.4.3 Without limiting GC 11.4.1 the *Construction Manager* shall provide all required office staff. For clarity, not all of the resources listed will be required at all times. The *Construction Manager* shall, however, provide a dedicated Project Manager as the *Owner's* primary point of contact for the *Project* who shall devote the necessary portion of their efforts to the *Services*, on a timely basis as necessary and generally shall devote sufficient time, including during normal working hours, so as to provide in-depth guidance, supervision, analysis and decision making (the **"Dedicated PM"**), provided that the Dedicated PM need not be exclusively allocated to the Project to the exclusion of all other assignments and the *Construction Manager* retains the right to assign such individual limited duties on different projects so long as such duties do not materially interfere with the performance of the Dedicated PM's obligations to the *Project*. For clarity, the Dedicated PM's primary duty will be to work on the *Project*. The Dedicated PM shall retain primary responsibility for the day-to-day management of the *Project*, and such responsibility shall not be divided among multiple project managers.

11.4.4 The *Construction Manager* and the *Owner* shall review proposed staffing levels on a regular basis to make a final determination on the requirement of the following staff, which shall be included by the *Construction Manager* in the performance of the *Services*: a Site Superintendent, a *Site Supervisor*, an Assistant Supervisor, a Site Coordinator, and a Health & Safety Coordinator. The parties acknowledge that the number and hours of the *Construction Manager's* staff will vary throughout the *Project.*

GC 11.5 SHOP DRAWINGS

11.5.1 The *Construction Manager* shall:

.1 provide shop drawings as required in the *Contract Documents* and in the form specified, or if not specified, as directed by the *Consultant* in respect of *Own Forces Work*; and

.2 direct the *Trade Contractors* to provide shop drawings as required by the trade contracts and in the form specified, or if not specified, as directed by the *Consultant*.

11.5.2 The *Construction Manager* shall:

.1 provide shop drawings in respect of *Own Forces Work* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Own Forces Work* or in the work of other contractors or of *Trade Contractors*; and

.2 direct the *Trade Contractors* to provide shop drawings in respect of their *Work* to the *Construction Manager* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

11.5.3 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule of the dates for provision, review and return of shop drawings in respect of the *Own Forces Work*.

11.5.4 Intentionally deleted.

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11.5.5 Shop drawings provided by the *Construction Manager* to the *Consultant* in respect of *Own Forces Work* shall indicate by stamp, date and signature (if applicable) of the person that has reviewed each shop drawing. Shop drawings of the *Trade Contractors* provided by the *Trade Contractors* to the *Construction Manager* and/or the *Consultant* shall indicate by stamp, date and signature (if applicable) of the person that has reviewed each shop drawing responsible for the review that the *Construction Manager* has reviewed each one of them.

11.5.6 The *Consultant*'s review of any shop drawings provided by the *Construction Manager* for *Own Forces Work* is for conformity to the design concept and for general arrangement only.

11.5.7 Shop drawings in respect of *Own Forces Work* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Construction Manager* for approval.

11.5.8 The *Construction Manager* shall review all shop drawings before providing them to the *Consultant*. The *Construction Manager* represents by this review that:

.1 the *Construction Manager* has determined and verified all applicable field measurements (with respect to *Own Force Work* only), field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Construction Manager* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Construction Documents*.

11.5.9 At the time of providing shop drawings, the *Construction Manager* shall expressly advise the *Consultant* in writing of any deviations in a shop drawing from the requirements of the *Construction Documents.* The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

11.5.10 The *Construction Manager* shall provide revised shop drawings in respect of *Own Forces Work*, and shall direct *Trade Contractors* to provide revised shop drawings for their *Work*, to correct those which the *Consultant* rejects as inconsistent with the *Construction Documents*, unless otherwise directed by the *Consultant*. The *Construction Manager* shall notify the *Consultant* in writing of any revisions to the shop drawings other than those requested by the *Consultant*.

11.5.11 The *Consultant* will review and return shop drawings in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 11.6 CUTTING AND REMEDIAL WORK

11.6.1 As required, the *Construction Manager* shall:

.1 perform the cutting and remedial work required to make the affected parts of the *Own Forces Work* come together properly; and

Docusign Envelope ID: BBEFFE56-EE56-896C-80C8-48B38471C92A

.2 direct the *Trade Contractors* to perform the cutting and remedial work required to make the affected parts of their *Work* come together properly.

11.6.2 The *Construction Manager* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

11.6.3 Should the *Owner*, the *Consultant*, *Trade Contractors*, or other contractors or anyone employed by them be responsible for poorly timed *Work* necessitating cutting or remedial work to the *Own Forces Work* to be performed, the cost of such cutting or remedial work shall be valued as provided in Part 5 – CHANGES.

11.6.4 Cutting and remedial work for the *Own Forces Work* and shall direct *Trade Contractors* for all other *Work* to be performed by specialists familiar with the products affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 11.7 CLEANUP

11.7.1 The *Construction Manager* shall, on a daily basis or as otherwise directed by the *Consultant*:

.1 maintain the *Own Forces Work* and the *Place of the Project* (including all common areas, corridors, stairwells, and building exterior, in a clean, tidy, and safe condition throughout the course of construction) in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees;

.2 direct all *Trade Contractors* and *Suppliers* (as applicable) to maintain the *Work* and the *Place of the Project* (including all common areas, corridors, stairwells, and building exterior, in a clean, tidy, and safe condition throughout the course of construction) in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors, *Construction Manager* or their employees; and

.3 maintain the interior areas of individual suites or units in broom-swept condition at all times, with construction debris, dust, and loose materials removed no less than daily and immediately prior to any *Owner* inspection, occupancy, or walkthrough of the applicable suite or unit.

11.7.2 Prior to the *Project In-Use Date*, the *Construction Manager* shall:

.1 remove waste products and debris from the *Own Forces Work*, other than that resulting from the work of the *Owner, Trade Contractors*, other contractors or their employees, and shall leave the *Place of the Project* clean and suitable for use or occupancy by the *Owner*. The *Construction Manager* shall remove products, tools, equipment, and *Temporary Work* relating to the *Own Forces Work* not required for the performance of any remaining *Own Forces Work*;

.2 direct the *Trade Contractors* and *Suppliers* (as applicable) to remove waste products and debris, other than that resulting from their *Work*, leave the *Place of*

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the Project clean and suitable for use or occupancy by the *Owner* and remove products, tools, equipment, and *Temporary Work* not required by them for the performance of any remaining work*;* and

.3 coordinate with the *Trade Contractors* and/or *Own Forces Work* a final cleaning of each suite or unit, and of the *Place of the Project* generally, to a standard reasonably satisfactory to the *Consultant* and *Owner*.

11.7.3 Prior to submitting its application for the final payment, the *Construction Manager* shall remove any remaining products, tools, equipment, and *Temporary Work*, and waste products and debris relating to the *Own Forces Work*, other than that resulting from the work of the *Owner*, other contractors or their employees.

11.7.4 The *Construction Manager* shall direct the *Trade Contractors* and *Suppliers* (as applicable) to remove any remaining products, tools, equipment, and *Temporary Work*, and waste products and debris, other than that resulting from the work of the *Owner*, *Construction Manager* or their employees prior to submitting their application for final payment.

11.7.5 If the *Construction Manager* fails to comply with its obligations under this GC 11.7 and, following a written notice from the *Owner* or *Consultant* notifying the *Construction Manager* of such failure, such cleanup is not completed within twenty-four (24) hours of such written notice, or such other time as may be agreed by the parties in writing, the *Owner* shall be entitled to, or to engage others to, perform such cleanup, at the *Construction Manager*'s expense and set-off the costs thereof against the amounts payable to the *Construction Manager*."

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LIST OF DOCUMENTS

Wayburne Townhomes
3550 Wayburne Drive, Burnaby, BC.

LATEST REVISION: Issued for Construction. Tuesday, May 20, 2025.

UPDATED: September 28, 2026

BY: RT

Drawing Page #	Drawing Title	Issue	Revision	Date
Architectural Drawings - IFC - May 20, 2025				
Integra Architecture Inc.				
A-0.000	Cover	IFC	19-62	May 20, 2025
A-0.002	Data Sheet	IFC	19-62	May 20, 2025
A-0.003	Data Sheet	IFC	19-62	May 20, 2025
A-0.004	Data Sheet	IFC	19-62	May 20, 2025
A-0.002	Symbols, Lengends & Checklists	IFC	19-62	May 20, 2025
A-0.320	Context - Aerial Perspective	IFC	19-62	May 20, 2025
A-0.620	Perspective Render	IFC	19-62	May 20, 2025
A-0.630	Perspective Render	IFC	19-62	May 20, 2025
A-0.640	Perspective Render	IFC	19-62	May 20, 2025
A-0.650	Perspective Render	IFC	19-62	May 20, 2025
A-0.660	Perspective Render	IFC	19-62	May 20, 2025
A-1.100	Survey Plan	IFC	19-62	May 20, 2025
A-1.200	Site Plan	IFC	19-62	May 20, 2025
A-1.300	Setout Plan	IFC	19-62	May 20, 2025
A-1.350	Lot Plan	IFC	19-62	May 20, 2025
A-1.400	Fire Fighter Access Plan	IFC	19-62	May 20, 2025
A-1.500	Waste Management Plan	IFC	19-62	May 20, 2025
A-1.601	Civil AutoTURN	IFC	19-62	May 20, 2025
A-1.602	Civil AutoTURN	IFC	19-62	May 20, 2025
A-1.603	Civil AutoTURN	IFC	19-62	May 20, 2025
A-1.604	Civil AutoTURN	IFC	19-62	May 20, 2025
A-2.001	P2 Parking Plan (Overall)	IFC	19-62	May 20, 2025
A-2.002	P1 Parking Plan (Overall)	IFC	19-62	May 20, 2025
A-2.101	P1 Parking Floor Plan (West)	IFC	19-62	May 20, 2025
A-2.102	P1 Parking Slab Plan (West)	IFC	19-62	May 20, 2025
A-2.110	Level 1 Floor Plan (West)	IFC	19-62	May 20, 2025
A-2.111	Level 1 Slab Plan (West)	IFC	19-62	May 20, 2025
A-2.120	Level 2 Floor Plan (West)	IFC	19-62	May 20, 2025
A-2.121	Level 2 Slab Plan (West)	IFC	19-62	May 20, 2025
A-2.130	Level 3 Floor Plan (West)	IFC	19-62	May 20, 2025
A-2.140	Level 4 Floor Plan (West)	IFC	19-62	May 20, 2025
A-2.201	P2 Parking Floor Plan (East)	IFC	19-62	May 20, 2025
A-2.202	P2 Parking Slab Plan (East)	IFC	19-62	May 20, 2025
A-2.203	P1 Parking Floor Plan (East)	IFC	19-62	May 20, 2025
A-2.204	P1 Parking Slab Plan (East)	IFC	19-62	May 20, 2025
A-2.210	Level 1 Floor Plan (East)	IFC	19-62	May 20, 2025
A-2.211	Level 1 Slab Plan (East)	IFC	19-62	May 20, 2025
A-2.220	Level 2 Floor Plan (East)	IFC	19-62	May 20, 2025
A-2.221	Level 2 Slab Plan (East)	IFC	19-62	May 20, 2025
A-2.230	Level 3 Floor Plan (East)	IFC	19-62	May 20, 2025
A-2.240	Level 4 Floor Plan (East)	IFC	19-62	May 20, 2025
A-2.250	Level 5 Floor Plan (East)	IFC	19-62	May 20, 2025
A-2.301	P2 Parking Floor Plan (North)	IFC	19-62	May 20, 2025
A-2.302	P2 Parking Slab Plan (North)	IFC	19-62	May 20, 2025
A-2.303	P1 Parking Floor Plan (North)	IFC	19-62	May 20, 2025
A-2.304	P1 Parking Slab Plan (North)	IFC	19-62	May 20, 2025
A-2.310	Level 1 Floor Plan (North)	IFC	19-62	May 20, 2025
A-2.311	Level 1 Slab Plan (North)	IFC	19-62	May 20, 2025
A-2.320	Level 2 Floor Plan (North)	IFC	19-62	May 20, 2025
A-2.321	Level 2 Slab Plan (North)	IFC	19-62	May 20, 2025
A-2.330	Level 3 Floor Plan (North)	IFC	19-62	May 20, 2025
A-2.331	Level 3 Slab Plan (North)	IFC	19-62	May 20, 2025
A-2.340	Level 4 Floor Plan (North)	IFC	19-62	May 20, 2025
A-2.350	Level 5 Floor Plan (North)	IFC	19-62	May 20, 2025

Drawing Page #	Drawing Title	Issue	Revision	Date
A-3.001	Unit Plans Notes	IFC	19-62	May 20, 2025
A-3.002	Burnaby Adaptable Unit Requirements	IFC	19-62	May 20, 2025
A-3.101	Unit Plans	IFC	19-62	May 20, 2025
A-3.102	Unit Plans	IFC	19-62	May 20, 2025
A-3.103	Unit Plans	IFC	19-62	May 20, 2025
A-3.104	Unit Plans	IFC	19-62	May 20, 2025
A-3.105	Unit Plans	IFC	19-62	May 20, 2025
A-3.106	Unit Plans	IFC	19-62	May 20, 2025
A-3.107	Unit Plans	IFC	19-62	May 20, 2025
A-3.200	Universal Washroom Details	IFC	19-62	May 20, 2025
A-3.201	P1 Amenity Plan	IFC	19-62	May 20, 2025
A-3.202	L1 Amenity Plan	IFC	19-62	May 20, 2025
A-3.203	Roof Deck Amenity Plan	IFC	19-62	May 20, 2025
A-4.101	Building 1 Elevations	IFC	19-62	May 20, 2025
A-4.102	Building 2 Elevations	IFC	19-62	May 20, 2025
A-4.103	Building 3 Elevations	IFC	19-62	May 20, 2025
A-4.104	Building 4 Elevations	IFC	19-62	May 20, 2025
A-4.105	Building 5 Elevations	IFC	19-62	May 20, 2025
A-4.106	Building 6 Elevations	IFC	19-62	May 20, 2025
A-4.107	Building 7 Elevations	IFC	19-62	May 20, 2025
A-4.108	Building 8 Elevations	IFC	19-62	May 20, 2025
A-4.109	Building 9 Elevations	IFC	19-62	May 20, 2025
A-4.110	Building 10 Elevations	IFC	19-62	May 20, 2025
A-4.111	Building 11 Elevations	IFC	19-62	May 20, 2025
A-4.112	Building 12 Elevations	IFC	19-62	May 20, 2025
A-4.113	Building 13 Elevations	IFC	19-62	May 20, 2025
A-4.114	Building 14 Elevations	IFC	19-62	May 20, 2025
A-5.211	Sections - Building 1, 2, 3, 4, 9	IFC	19-62	May 20, 2025
A-5.221	Sections - Building 5, 6, 7	IFC	19-62	May 20, 2025
A-5.222	Sections - Building 5, 6, 7	IFC	19-62	May 20, 2025
A-5.231	Sections - Building 8	IFC	19-62	May 20, 2025
A-5.241	Sections - Building 10, 11, 12,13	IFC	19-62	May 20, 2025
A-5.242	Sections - Building 10, 11, 12,13	IFC	19-62	May 20, 2025
A-5.243	Sections - Building 10, 11, 12,13	IFC	19-62	May 20, 2025
A-5.244	Sections - Amenity	IFC	19-62	May 20, 2025
A-5.245	Sections - Site & Suspended Slab	IFC	19-62	May 20, 2025
A-6.201	Stair 1 & 4 - Details	IFC	19-62	May 20, 2025
A-6.202	Stair 2 & 3 - Details	IFC	19-62	May 20, 2025
A-6.203	Stair 5,6,7,8,9,10 & 11 - Details	IFC	19-62	May 20, 2025
A-6.204	Elevator 1,2 & 3 - Details	IFC	19-62	May 20, 2025
A-6.205	Elevator 4 & 5 - Details	IFC	19-62	May 20, 2025
A-6.301	Details	IFC	19-62	May 20, 2025
A-6.302	Details	IFC	19-62	May 20, 2025
A-6.303	Details	IFC	19-62	May 20, 2025
A-6.304	Details	IFC	19-62	May 20, 2025
A-6.305	Details	IFC	19-62	May 20, 2025
A-6.306	Details	IFC	19-62	May 20, 2025
A-6.307	Details	IFC	19-62	May 20, 2025
A-6.308	Details	IFC	19-62	May 20, 2025
A-6.309	Details	IFC	19-62	May 20, 2025
A-6.310	Details	IFC	19-62	May 20, 2025
A-6.311	Details	IFC	19-62	May 20, 2025
A-6.312	Details	IFC	19-62	May 20, 2025
A-6.313	Details	IFC	19-62	May 20, 2025
A-6.314	Details	IFC	19-62	May 20, 2025
A-6.315	Details	IFC	19-62	May 20, 2025
A-6.316	Details	IFC	19-62	May 20, 2025
A-6.317	Details	IFC	19-62	May 20, 2025
A-6.318	Details	IFC	19-62	May 20, 2025
A-6.319	Details	IFC	19-62	May 20, 2025
A-6.320	Details	IFC	19-62	May 20, 2025
A-6.321	Details	IFC	19-62	May 20, 2025
A-6.322	Details	IFC	19-62	May 20, 2025

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A-6.323	Details	IFC	19-62	May 20, 2025
A-6.324	Details	IFC	19-62	May 20, 2025
A-6.325	Details	IFC	19-62	May 20, 2025
A-6.326	Details	IFC	19-62	May 20, 2025
A-6.327	Details	IFC	19-62	May 20, 2025
A-6.328	Details	IFC	19-62	May 20, 2025
A-6.329	Details	IFC	19-62	May 20, 2025
A-7.101	Door Schedule	IFC	19-62	May 20, 2025
A-7.201	Window Schedule	IFC	19-62	May 20, 2025
A-8.101	Code Report	IFC	19-62	May 20, 2025
A-8.102	Code Report	IFC	19-62	May 20, 2025
A-8.103	Code Report	IFC	19-62	May 20, 2025
A-8.104	Code Report	IFC	19-62	May 20, 2025
A-8.105	Code Report	IFC	19-62	May 20, 2025
A-8.106	Code Report	IFC	19-62	May 20, 2025
A-8.107	Code Report	IFC	19-62	May 20, 2025
A-8.108	Code Report	IFC	19-62	May 20, 2025
A-8.109	Code Report	IFC	19-62	May 20, 2025
A-8.201	Acoustical Report	IFC	19-62	May 20, 2025
A-8.202	Acoustical Report	IFC	19-62	May 20, 2025
A-8.203	Acoustical Report	IFC	19-62	May 20, 2025
A-8.204	Acoustical Report	IFC	19-62	May 20, 2025
A-8.205	Acoustical Report	IFC	19-62	May 20, 2025
A-8.206	Acoustical Report	IFC	19-62	May 20, 2025
A-8.301	Energy Model Report	IFC	19-62	May 20, 2025

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Amended cells in **highlighted boxes** show the projected resource per month and the proposed charge out rate per month including all payroll burdens. Any numbers shown below are just to make sure the spreadsheet is functional

August 10, 2026 rev 2 updated September 10, 2026 to represent 14 Month Duration

Month of construction based on Phase I Program		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total Resource	Charge out rate per month (including all payroll burdens)	Projected cost
Year		2026	2026	2026	2026	2026	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027			
Month		August	September	October	November	December	January	February	March	April	May	June	July	August	September	October			
Pre-Construction Team																			
Project Manager (Graham Rohland)	PT	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	3.75	$ 31,500.00	$ 118,125.00
Project Coordinator (Rayson Tse)	FTE	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	14.5	$ 13,900.00	$ 201,550.00
CSA Officer (TBD)	FTE	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	14	$ 14,606.00	$ 204,484.00
General Site Superintendent (Andrew Buchanan)	ProRated	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	15	$ 9,350.00	$ 140,250.00
Site superintendent (Dylan McCann)	FTE	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	14.5	$ 16,500.00	$ 239,250.00
Field Coordinator (Mark Arrieta)	FTE	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	14.5	$ 13,900.00	$ 201,550.00
Labour Foremen (Adam)	FTE	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2520	$ 58.00	$ 146,160.00
Labourers	FTE	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	5040	$ 51.00	$ 257,040.00
Hoist / Elevator operator	w/GRs																0	$ -	$ -
Estimator	Precon	0	1.5	1.5	1.5												4.5	$ 16,500.00	$ 74,250.00

Total	**$ 1,582,659.00**

Comments:
- No overtime allowed for. This may be required as part of accelerated program implementation once project is stabilized
- Labour hours estimated on 180 Hr months
- Exclusive from Preservation Agreement activities
- General Superintendent pro-rated to part time recovery having project involvement as required to deliver Moonlight Sonata commitments

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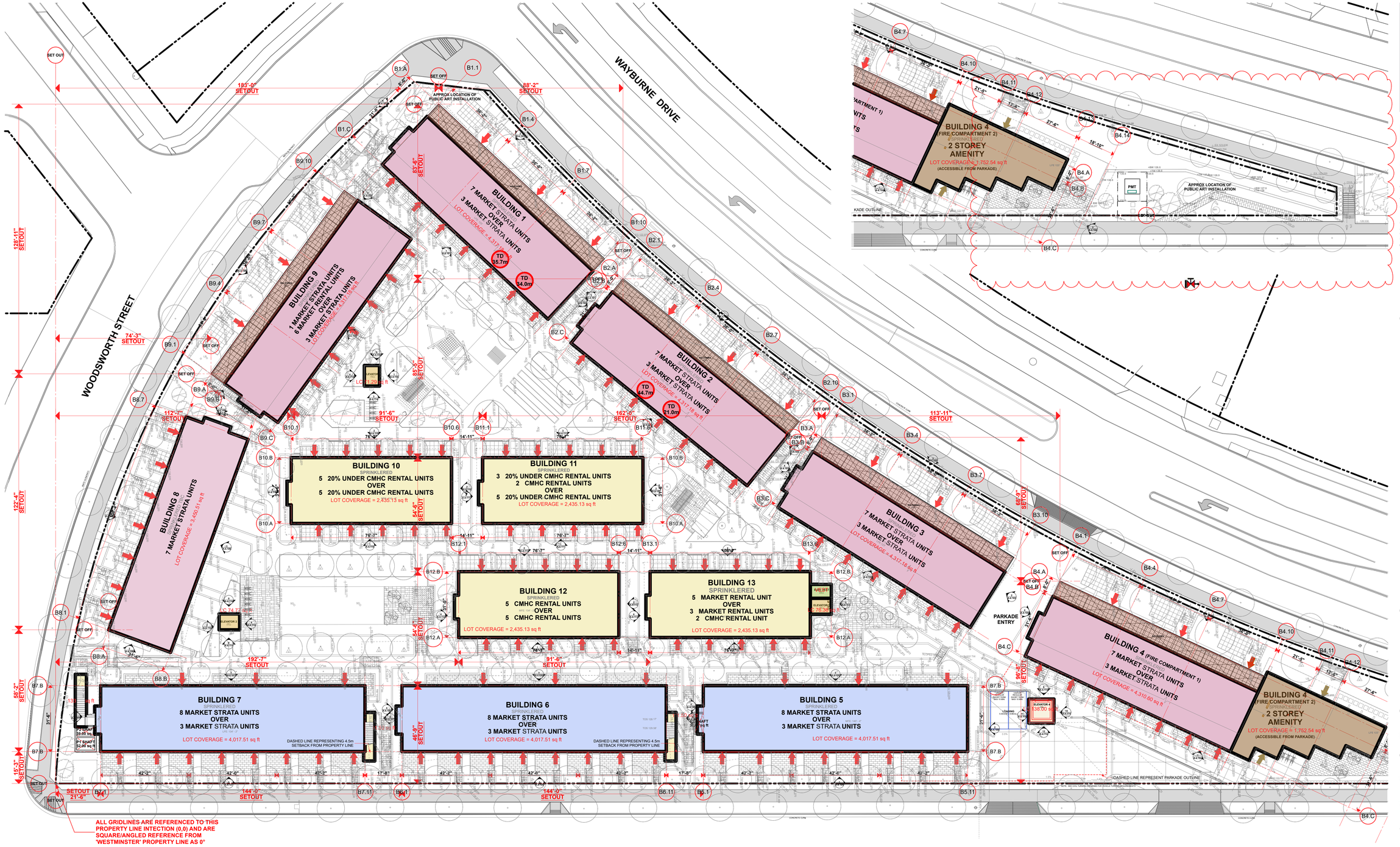

Site Plan
SCALE: 1:250

Integra
ARCHITECTURE INC.
2330-200 Granville Street
Vancouver, BC, V6C 1S4
www.integra-arch.com
Telephone: 604 688 4220

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[PROJECT TEAM]

[ARCHITECT SEAL]

[CLIENT]

Symphony Homes Limited

[PROJECT]

Wayburne Townhomes

3550 Wayburne Drive
Burnaby, BC

[TITLE]

Site Plan

19502	[PROJECT]
1:250	[SCALE]
Wednesday, April 16, 2025	[DATE]
PPA Re-submission 2	[ISSUE]

[DRAWING]

A-1.200

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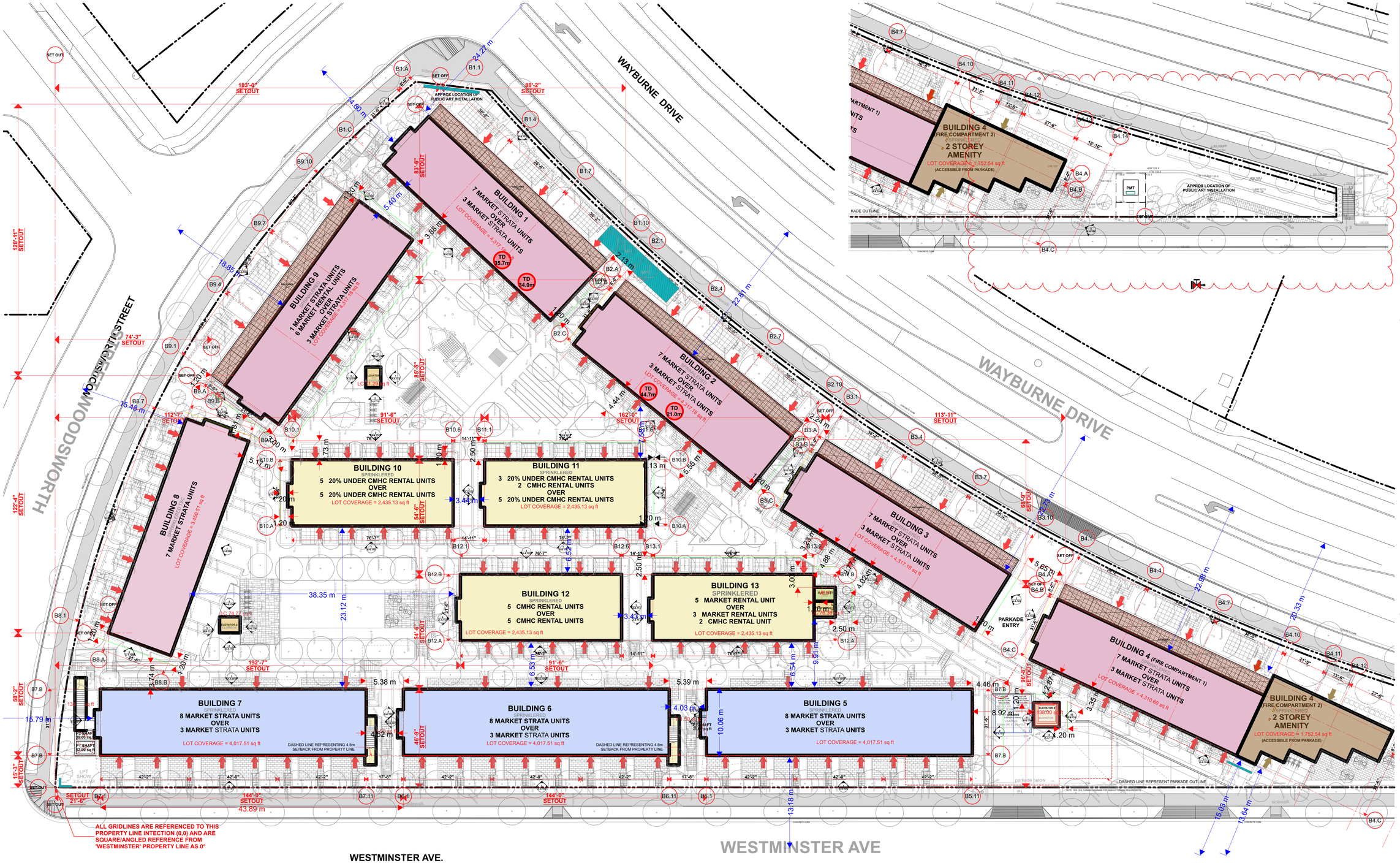

1 Site Plan
SCALE: 1:250

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[PROJECT TEAM]

[ARCHITECT SEAL]

[CLIENT]

Symphony Homes Limited

[PROJECT]

Wayburne Townhomes

3550 Wayburne Drive
Burnaby, BC

[TITLE]

Lot Plan

19502	[PROJECT]
1:250	[SCALE]
Wednesday, April 16, 2025	[DATE]
PPA Re-submission 2	[ISSUE]

[DRAWING]

A-1.350

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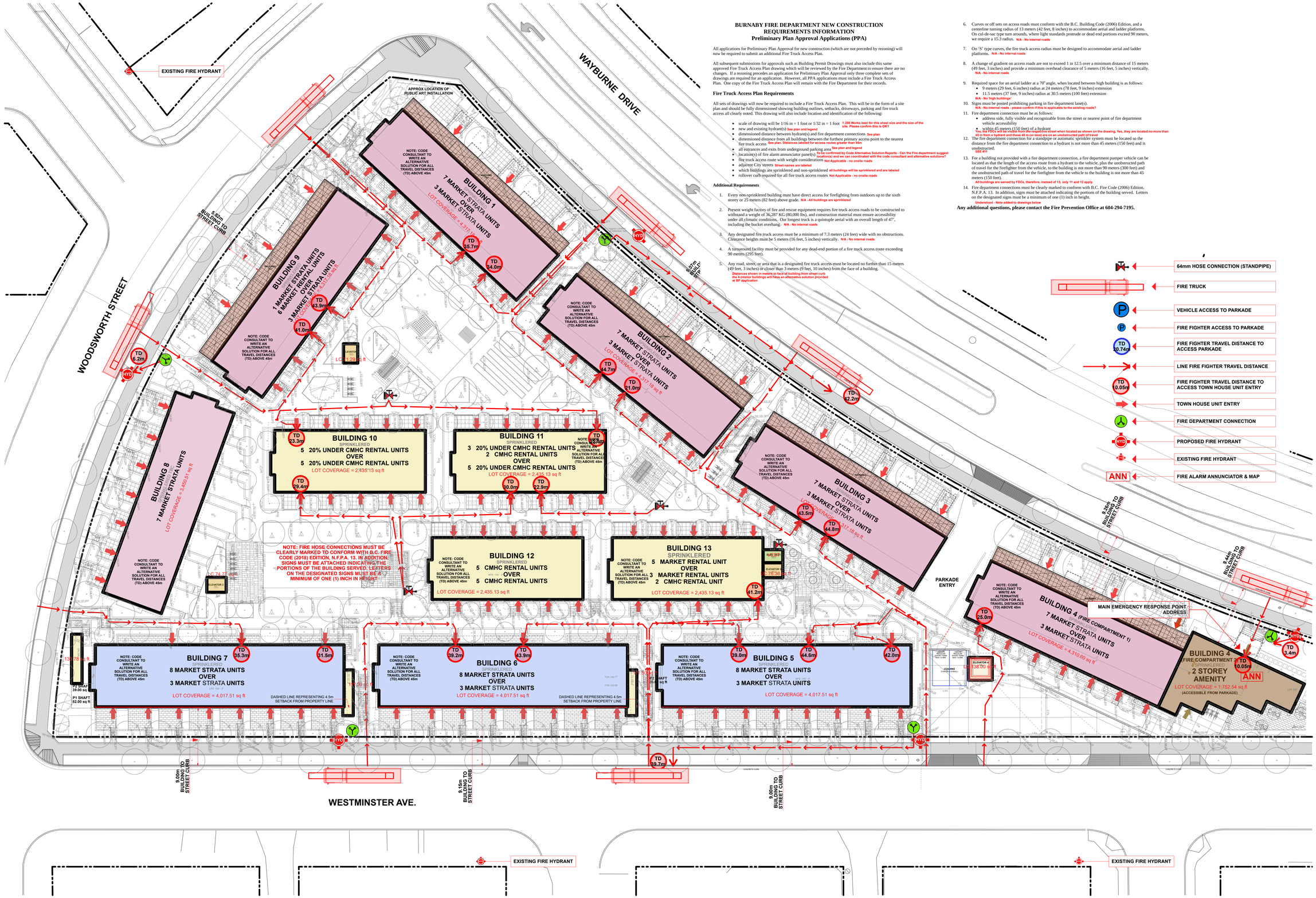

BURNABY FIRE DEPARTMENT NEW CONSTRUCTION REQUIREMENTS INFORMATION
Preliminary Plan Approval Applications (PPA)

All applications for Preliminary Plan Approval for new construction (which are not preceded by rezoning) will now be required to submit an additional Fire Truck Access Plan.

All subsequent submissions for approvals such as Building Permit Drawings must also include this same approved Fire Truck Access Plan drawing which will be reviewed by the Fire Department to ensure there are no changes. If a rezoning precedes an application for Preliminary Plan Approval only three complete sets of drawings are required for an application. However, all PPA applications must include a Fire Truck Access Plan. One copy of the Fire Truck Access Plan will remain with the Fire Department for their records.

Fire Truck Access Plan Requirements

All sets of drawings will now be required to include a Fire Truck Access Plan. This will be in the form of a site plan and should be fully dimensioned showing building outlines, setbacks, driveways, parking and fire truck access all clearly noted. This drawing will also include location and identification of the following:

- scale of drawing will be 1/16 in = 1 foot or 1/32 in = 1 foot **1:250 Works best for this sheet size and the size of the site. Please confirm this is OK?**
- new and existing hydrant(s) **See plan and legend**
- dimensioned distance between hydrant(s) and fire department connections **See plan**
- dimensioned distance from all buildings between the furthest primary access point to the nearest fire truck access **See plan. Distances labeled for access routes greater than 45m**
- all entrances and exits from underground parking area **See plan and legend**
- location(s) of fire alarm annunciator panel(s) **To be confirmed by Code Alternative Solution Reports - Can the Fire department suggest location(s) and we can coordinated with the code consultant and alternative solutions?**
- fire truck access route with weight considerations **Not Applicable - no onsite roads**
- adjacent City streets **Street names are labeled**
- which buildings are sprinklered and non-sprinklered **all buildings will be sprinklered and are labeled**
- rollover curb required for all fire truck access routes **Not Applicable - no onsite roads**

Additional Requirements

1. Every non-sprinklered building must have direct access for firefighting from outdoors up to the sixth storey or 25 meters (82 feet) above grade. **N/A - All buildings are sprinklered**
2. Present weight factors of fire and rescue equipment requires fire truck access roads to be constructed to withstand a weight of 36,287 KG (80,000 lbs), and construction material must ensure accessibility under all climatic conditions. Our longest truck is a quintuple aerial with an overall length of 47', including the bucket overhang. **N/A - No internal roads**
3. Any designated fire truck access must be a minimum of 7.3 meters (24 feet) wide with no obstructions. Clearance heights must be 5 meters (16 feet, 5 inches) vertically. **N/A - No internal roads**
4. A turnaround facility must be provided for any dead-end portion of a fire truck access route exceeding 90 meters (295 feet).
5. Any road, street, or area that is a designated fire truck access must be located no further than 15 meters (49 feet, 3 inches) or closer than 3 meters (9 feet, 10 inches) from the face of a building.

   Distances shown in meters to face of building from street curb the 8 interior buildings will have an alternative solution provided at BP application
6. Curves or off sets on access roads must conform with the B.C. Building Code (2006) Edition, and a centerline turning radius of 13 meters (42 feet, 8 inches) to accommodate aerial and ladder platforms. On cul-de-sac type turn arounds, where light standards protrude or dead end portions exceed 90 meters, we require a 15.3 radius. **N/A - No internal roads**
7. On 'S' type curves, the fire truck access radius must be designed to accommodate aerial and ladder platforms. **N/A - No internal roads**
8. A change of gradient on access roads are not to exceed 1 in 12.5 over a minimum distance of 15 meters (49 feet, 3 inches) and provide a minimum overhead clearance of 5 meters (16 feet, 5 inches) vertically. **N/A - No internal roads**
9. Required space for an aerial ladder at a 70° angle, when located between high building is as follows:
   - 9 meters (29 feet, 6 inches) radius at 24 meters (78 feet, 9 inches) extension
   - 11.5 meters (37 feet, 9 inches) radius at 30.5 meters (100 feet) extension

   N/A - No 'high buildings'
10. Signs must be posted prohibiting parking in fire department lane(s). **N/A - No internal roads - please confirm if this is applicable to the existing roads?**
11. Fire department connection must be as follows:
    - address side, fully visible and recognizable from the street or nearest point of fire department vehicle accessibility
    - within 45 meters (150 feet) of a hydrant

    Hydrants are located on the street and are easily visible and recognized when located as shown on the drawing. Yes, they are located no more than 45 m from a hydrant. Hydrants are in or close to areas are on an unobstructed path of travel
12. The fire department connection for a standpipe or automatic sprinkler system must be located so the distance from the fire department connection to a hydrant is not more than 45 meters (150 feet) and is unobstructed. **SEE #11**
13. For a building not provided with a fire department connection, a fire department pumper vehicle can be located as that the length of the access route from a hydrant to the vehicle, plus the unobstructed path of travel for the firefighter from the vehicle, to the building is not more than 90 meters (300 feet) and the unobstructed path of travel for the firefighter from the vehicle to the building is not more than 45 meters (150 feet).

    All buildings are served by FDCs, therefore, instead of 13, only 11 and 12 apply
14. Fire department connections must be clearly marked to conform with B.C. Fire Code (2006) Edition, N.F.P.A. 13. In addition, signs must be attached indicating the portions of the building served. Letters on the designated signs must be a minimum of one (1) inch in height.

    Understood - Note added to drawings below

Any additional questions, please contact the Fire Prevention Office at 604-294-7195.

1 Fire Fighter Access Plan
SCALE: 1:250

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[PROJECT TEAM]

[ARCHITECT SEAL]

[CLIENT]
Symphony Homes Limited

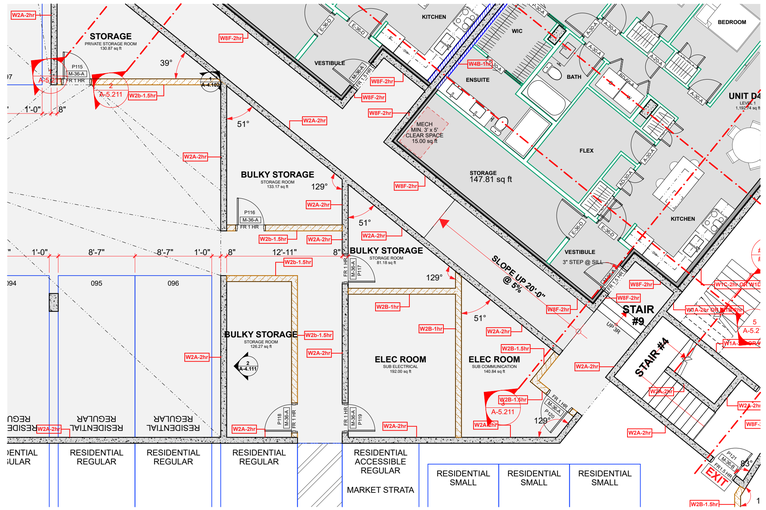
[PROJECT]
Wayburne Townhomes
3550 Wayburne Drive
Burnaby, BC

[TITLE]
Fire Fighter Access Plan

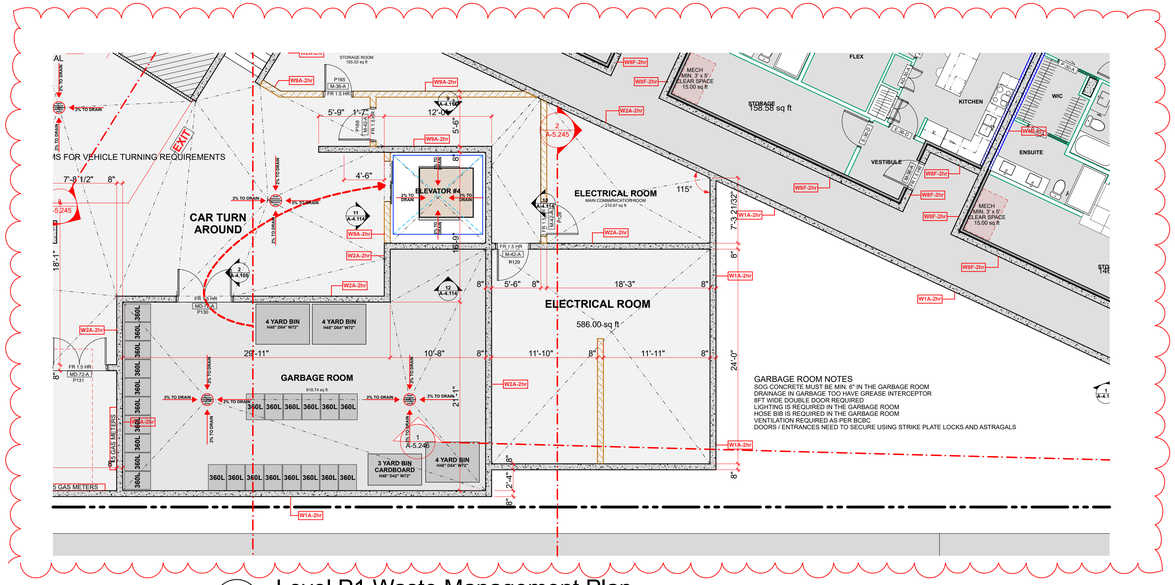
[PROJECT] 19502
[SCALE] 1:250
[DATE] Wednesday, April 16, 2025
[ISSUE] PPA Re-submission 2

[DRAWING]
A-1.400

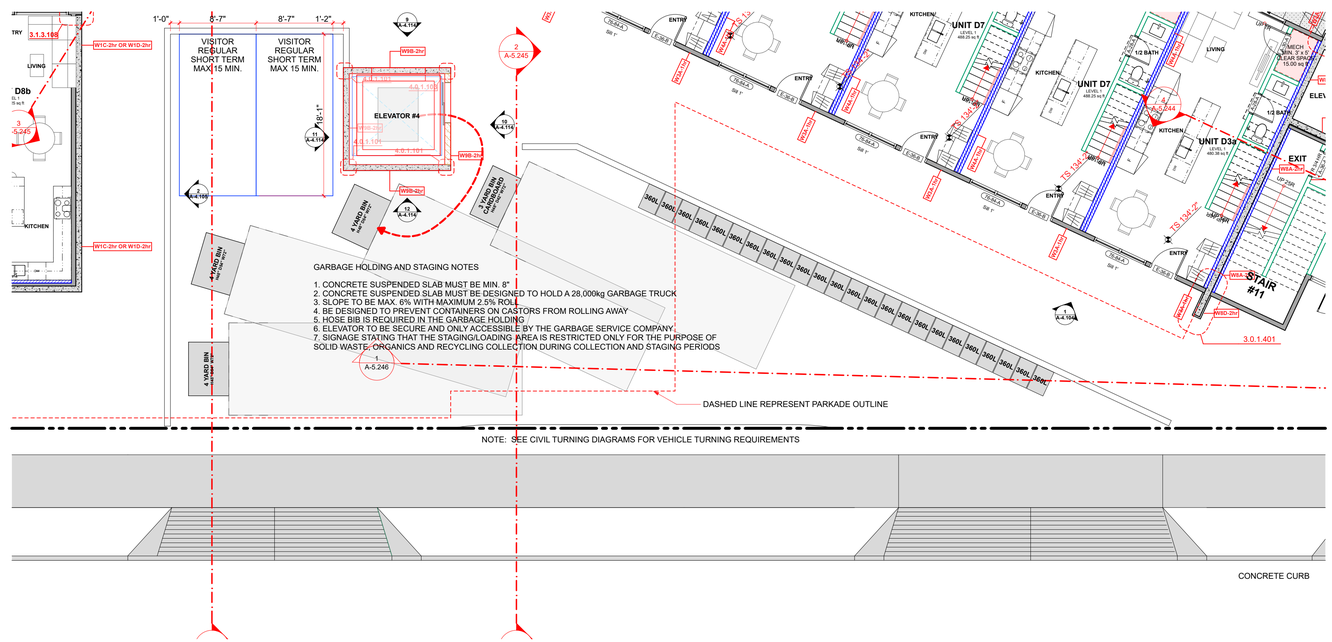
Docusign Envelope ID: BBEFFE56-EE56-896C-80C8-48B38471C92A



1 Level P1 Waste Management Plan
SCALE: 1/8" = 1'-0"



2 Level P1 Waste Management Plan
SCALE: 1/8" = 1'-0"



3 Level 1 Waste Management Plan
SCALE: 1/8" = 1'-0"

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[ARCHITECT SEAL]

[CLIENT]
Symphony Homes Limited

[PROJECT]
Wayburne Townhomes

3550 Wayburne Drive
Burnaby, BC

[TITLE]
Waste Management Plan

19502 [PROJECT]

[SCALE]

Wednesday, April 16, 2025 [DATE]

PPA Re-submission 2 [ISSUE]

[DRAWING]
A-1.500

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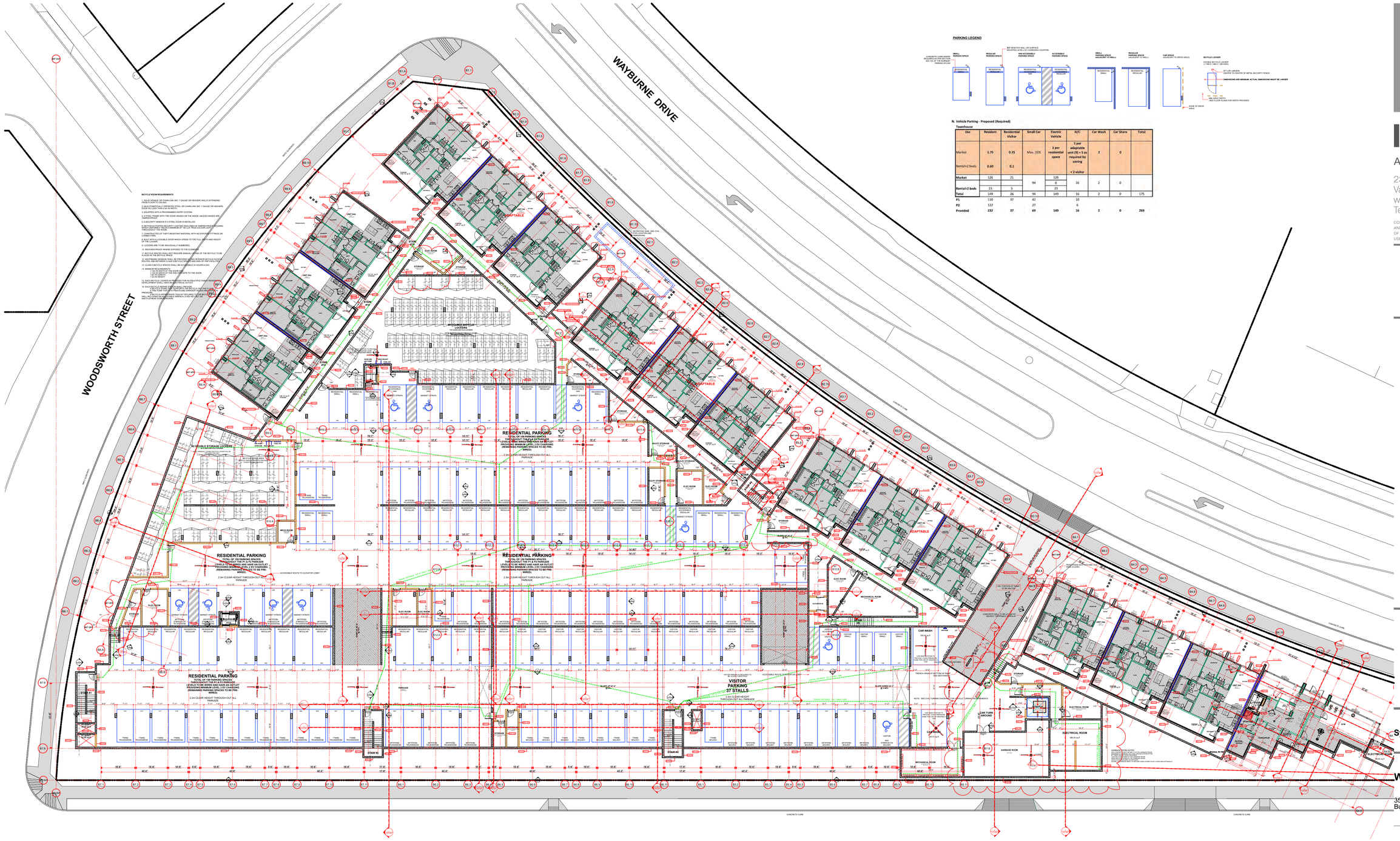

PARKING LEGEND

N. Vehicle Parking - Proposed (Required)

Townhouse

Unit	Resident	Residential Visitor	Small Car	Electric Vehicle	R/C	Car Wash	Car Share	Total
Market	1.75	0.25	Max. 35%	1 per residential space	1 per adaptable unit (9) = 5 as required by zoning + 2 visitor	2	0	
Rental<2 beds	0.60	0.1						
Market	126	21	94	126	16	2	0	
				0				
Rental<2 beds	23	5		23				
Total	149	26	94	149	16	2	0	175
P1	110	37	42	10				
P2	122		27	6				
Provided	**232**	**37**	**69**	**149**	**16**	**2**	**0**	**269**

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[ARCHITECT SEAL]

[CLIENT]

Symphony Homes Limited

[PROJECT]

Wayburne Townhomes

3550 Wayburne Drive
Burnaby, BC

[TITLE]

P1 Parking Plan (Overall)

19502	[PROJECT]
1:250	[SCALE]
Wednesday, April 16, 2025	[DATE]
PPA Re-submission 2	[ISSUE]

[DRAWING]

A-2.002

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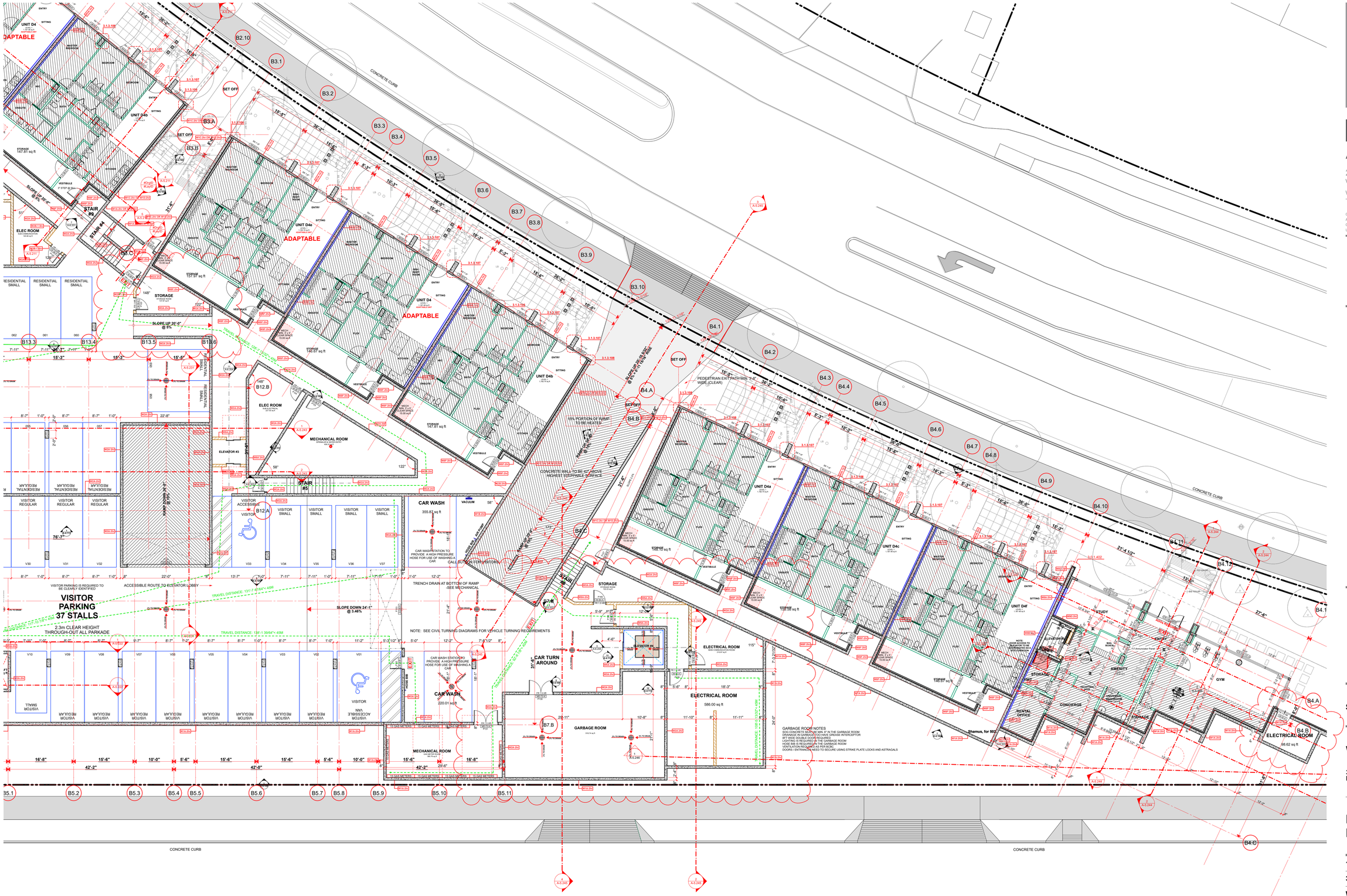

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[CLIENT]

Symphony Homes Limited

[PROJECT]

Wayburne Townhomes

3550 Wayburne Drive
Burnaby, BC

[TITLE]

P1 Parking Floor Plan (North)

[PROJECT] 19502

[SCALE] 3/32" = 1'-0"

[DATE] Wednesday, April 16, 2025

[ISSUE] PPA Re-submission 2

[DRAWING]

A-2.303

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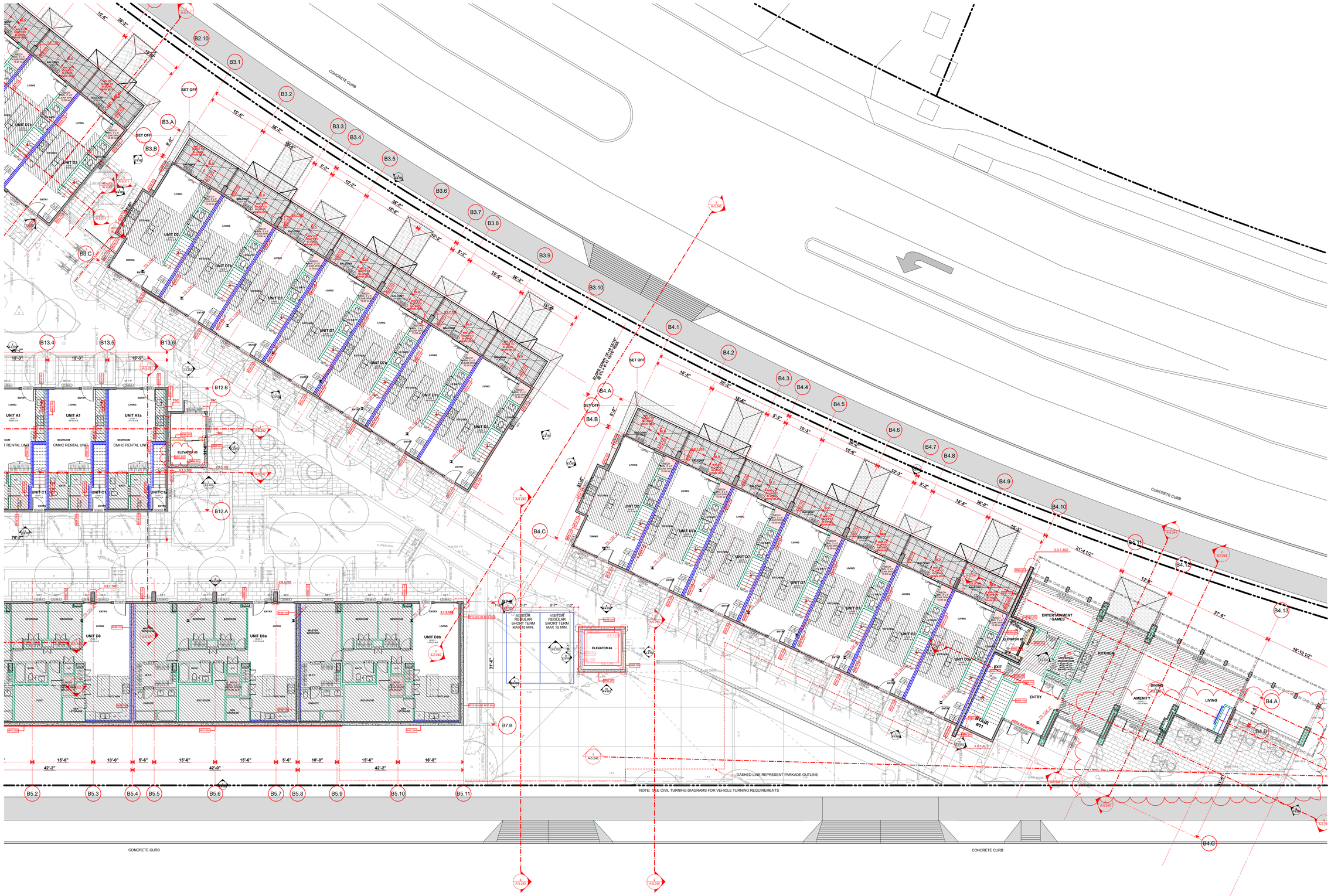

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[ARCHITECT SEAL]

[CLIENT]

Symphony Homes Limited

[PROJECT]

Wayburne Townhomes

3550 Wayburne Drive
Burnaby, BC

[TITLE]

Level 1 Floor Plan (North)

[PROJECT] **19502**

[SCALE] **3/32" = 1'-0"**

[DATE] **Wednesday, April 16, 2025**

[ISSUE] **PPA Re-submission 2**

[DRAWING]

A-2.310

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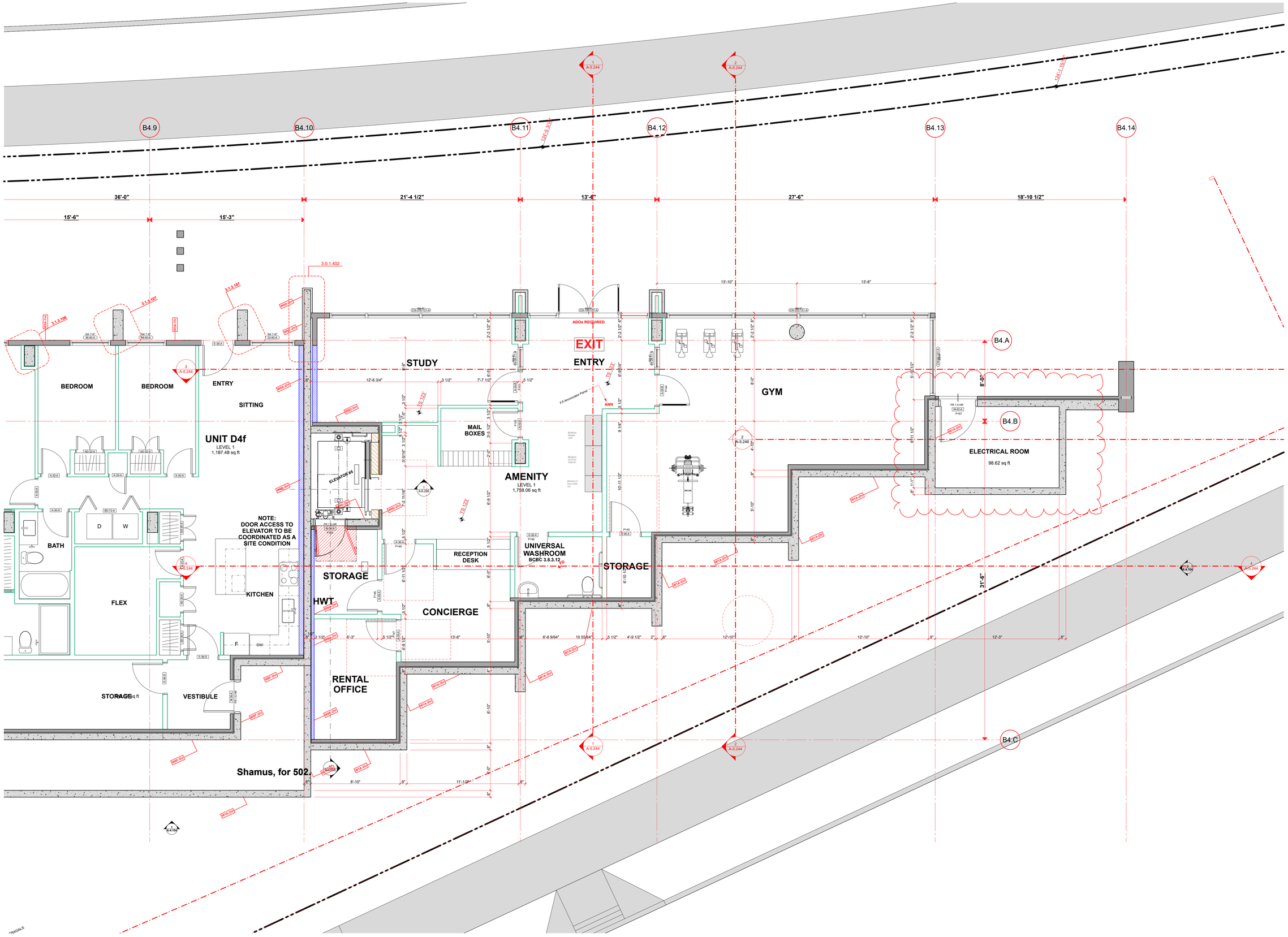

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[ARCHITECT SEAL]

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Symphony Homes Limited

[PROJECT]

Wayburne Townhomes

3550 Wayburne Drive
Burnaby, BC

[TITLE]

P1 Amenity Plan

19502 [PROJECT]

[SCALE]

Wednesday, April 16, 2025 [DATE]

PPA Re-submission 2 [ISSUE]

[DRAWING]

A-3.201

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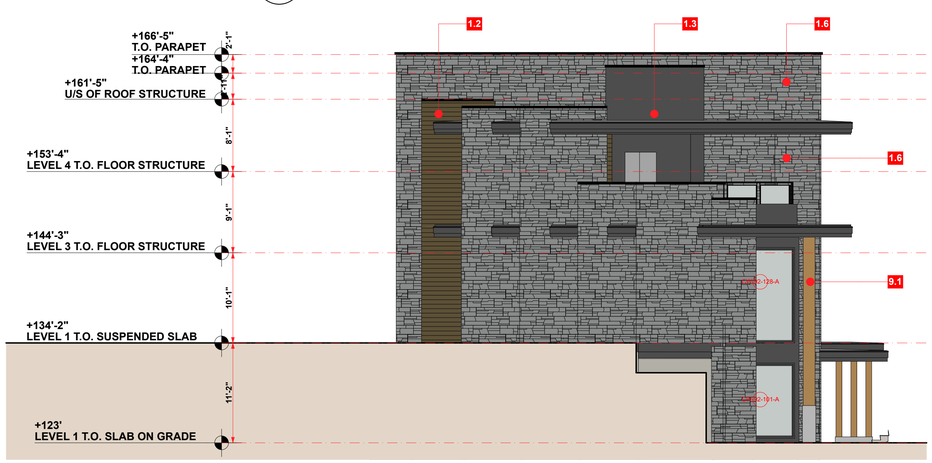
1 Building 4 Elevation - East
SCALE: 1/8" = 1'-0"

2 Building 4 Elevation - West
SCALE: 1/8" = 1'-0"



3 Building 4 Elevation - North
SCALE: 1/8" = 1'-0"

4 Building 4 Elevation - South
SCALE: 1/8" = 1'-0"

MATERIAL AND COLOUR LEGEND

Note: All Materials are subject to change during Tender and/or Pricing phase of the project

Colour	Product	Finish (to match)	Manufacturer	Location
1.0 CLADDING				
1.1 Cedar	SAGIWALL Channeled Lap Siding (8")	Knotty Maple	Sagiper	Exterior Walls
1.2 Brown	SAGIWALL Channeled Lap Siding (8")	Chocolate Blackwood	Sagiper	Exterior Walls
1.3 Dark Grey	HARDIEPANEL® VERTICAL SIDING SMOOTH	Iron Gray	JamesHardie	Exterior Walls & Fin Walls & Feature Roofs @ Corner Units
1.5 Light Grey	HARDIEPANEL® VERTICAL SIDING SMOOTH	Peal Gray	JamesHardie	Exterior Walls & Fin Walls & Feature Roofs @ Corner Units
1.6 Grey-Brown	Versetta Stone Ledgestone	Mission Point	Versetta Stone	Exterior Walls
2.0 SOFFIT				
2.1 Cedar	SAGIREV 6" V-groove	Knotty Maple	Sagiper	Roofs which have black Facsia (**6.2**)
2.2 Light Grey	HARDIEPANEL® VERTICAL SIDING SMOOTH	Pearl Gray	JamesHardie	Roofs which have light Grey Facsia (**1.5**)
3.0 ROOFS				
3.1 Black	2-Layer SBS Membrane	Black		SBS Membrane at flat roofs
4.0 DOORS				
4.1 Brown	Aluminum or Wood Entry Doors	Exposed Wood Grain		
5.0 WINDOWS				
5.1 Dark Grey / Black	Vinyl Windows	Glass - Frames To Match **1.3**		
6.0 TRIMS FASCIAS				
6.2 Dark Grey	HARDIETRIM® BOARDS 5/4 NT3® SMOOTH	Iron Gray	JamesHardie	
7.0 RAILINGS				
7.2 Dark Grey / Black	Aluminum Guard Railing	Glass - Frames To Match **1.3**		
8.0 ACCESSORIES				
8.1 Dark Grey / Black	Flashing, Gutters, and Down Spouts	Glass - Frames To Match **1.3**		
9.0 STRUCTURE				
9.1 Wood	8x8 or 8x16 Glulam Columns	Stain / Finish to be confirmed by Envelope Consultant / Shop drawings		Feature Entry Columns

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[PROJECT TEAM]

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[CLIENT]
Symphony Homes Limited

[PROJECT]
Wayburne Townhomes

3550 Wayburne Drive
Burnaby, BC

[TITLE]
Building 4 Elevations

[PROJECT]
19502

[SCALE]

[DATE]
Wednesday, April 16, 2025

[ISSUE]
PPA Re-submission 2

[DRAWING]
A-4.104

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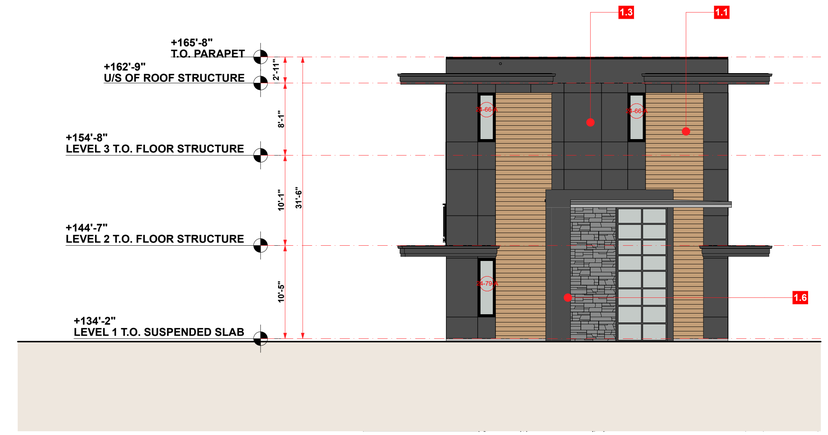
1 Building 13 Elevation - East
SCALE: 1/8" = 1'-0"

2 Building 13 Elevation - West
SCALE: 1/8" = 1'-0"



3 Building 13 Elevation - North
SCALE: 1/8" = 1'-0"

4 Building 13 Elevation - South
SCALE: 1/8" = 1'-0"

MATERIAL AND COLOUR LEGEND

Note: All Materials are subject to change during Tender and/or Pricing phase of the project

	Colour	Product	Finish (to match)	Manufacturer	Location
1.0 CLADDING					
1.1	Cedar	SAGIWALL Channeled Lap Siding (6")	Knotty Maple	Sagiper	Exterior Walls
1.2	Brown	SAGIWALL Channeled Lap Siding (6")	Chocolate Blackwood	Sagiper	Exterior Walls
1.3	Dark Grey	HARDIEPANEL® VERTICAL SIDING SMOOTH	Iron Gray	JamesHardie	Exterior Walls & Fin Walls & Feature Roofs @ Corner Units
1.5	Light Grey	HARDIEPANEL® VERTICAL SIDING SMOOTH	Peal Gray	JamesHardie	Exterior Walls & Fin Walls & Feature Roofs @ Corner Units
1.6	Grey-Brown	Versetta Stone Ledgestone	Mission Point	Versetta Stone	Exterior Walls
2.0 SOFFIT					
2.1	Cedar	SAGIREV 6" V-groove	Knotty Maple	Sagiper	Roofs which have black Facsia (**6.2**)
2.2	Light Grey	HARDIEPANEL® VERTICAL SIDING SMOOTH	Pearl Gray	JamesHardie	Roofs which have light Grey Facsia (**1.5**)
3.0 ROOFS					
3.1	Black	2-Layer SBS Membrane	Black		SBS Membrane at flat roofs
4.0 DOORS					
4.1	Brown	Aluminum or Wood Entry Doors	Exposed Wood Grain		
5.0 WINDOWS					
5.1	Dark Grey / Black	Vinyl Windows	Glass - Frames To Match **1.3**		
6.0 TRIMS FASCIAS					
6.2	Dark Grey	HARDIETRIM® BOARDS 5/4 NT3® SMOOTH	Iron Gray	JamesHardie	
7.0 RAILINGS					
7.2	Dark Grey / Black	Aluminum Guard Railing	Glass - Frames To Match **1.3**		
8.0 ACCESSORIES					
8.1	Dark Grey / Black	Flashing, Gutters, and Down Spouts	Glass - Frames To Match **1.3**		
9.0 STRUCTURE					
9.1	Wood	8x8 or 8x16 Glulam Columns	Stain / Finish to be confirmed by Envelope Consultant / Shop drawings		Feature Entry Columns

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[ARCHITECT SEAL]

[CLIENT]
Symphony Homes Limited

[PROJECT]
Wayburne Townhomes

3550 Wayburne Drive
Burnaby, BC

[TITLE]
Building 13 Elevations

[PROJECT]
19502

[SCALE]

[DATE]
Wednesday, April 16, 2025

[ISSUE]
PPA Re-submission 2

[DRAWING]
A-4.113

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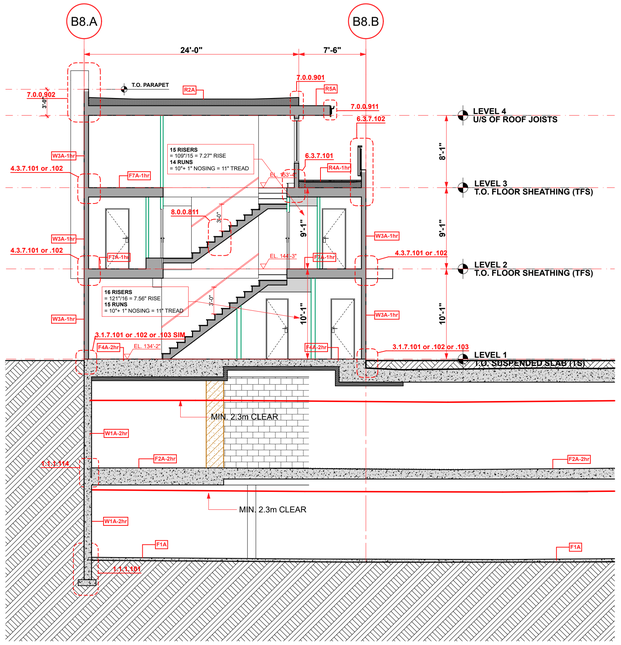
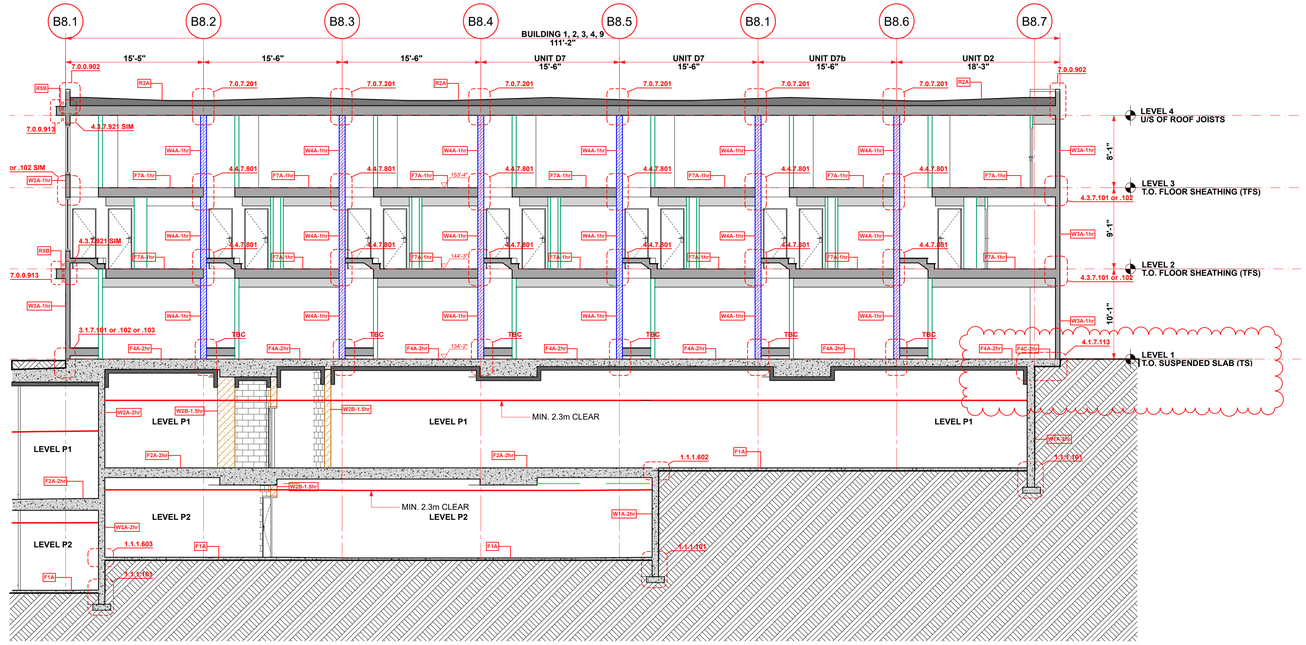


1 Building 8 - Section 01
SCALE: 1/8" = 1'-0"



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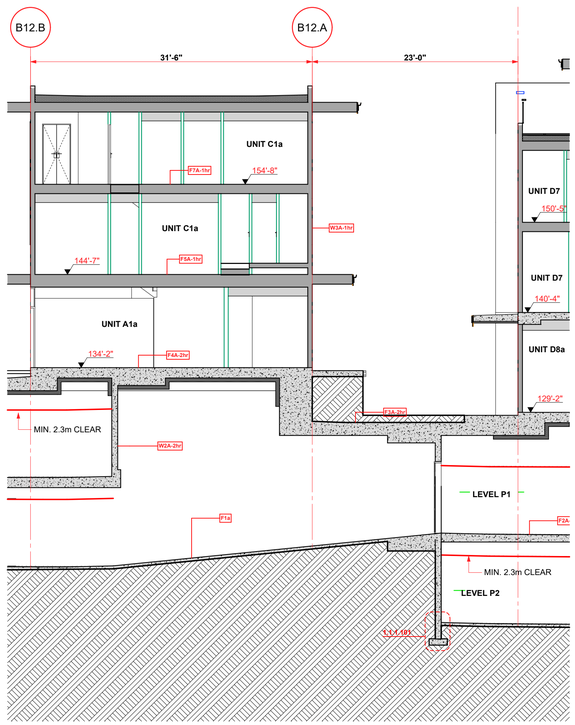
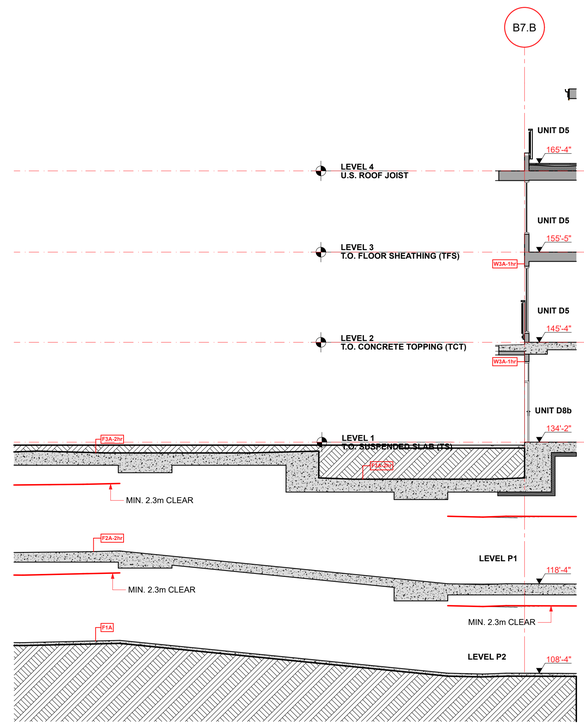
SCALE: 1/8" = 1'-0"



1 Building 5, 13 - Section 01
SCALE: 1/8" = 1'-0"



2 Building 5, 13 - Section 02
SCALE: 1/8" = 1'-0"

LEGEND

TRAVEL DISTANCE	FIRE HYDRANT
LIMITING DISTANCE	SPRINKLER/STANDPIPE CONNECTION
0HR FIRE SEPARATION	FIRE ALARM ANNUNCIATOR
3/4HR FIRE SEPARATION	STANDPIPE
1HR FIRE SEPARATION	VEHICLE ENTRANCE TO PARKADE
1 1/2HR FIRE SEPARATION	STROBE LIGHT
2HR FIRE SEPARATION	SMOKE VESTIBULE
3HR FIRE SEPARATION	OCCUPANT LOAD (TOP) EXIT CAPACITY (BOTTOM)
2 HR FIREWALL	
WATER CURTAIN SPRINKLER SYSTEM	
FIRE RATED GLAZING SYSTEM	
WIRED GLASS GLAZING WITH SPRINKLER PROTECTION	

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[ARCHITECT SEAL]

[CLIENT]

Symphony Homes Limited

[PROJECT]

Wayburne Townhomes

3550 Wayburne Drive
Burnaby, BC

[TITLE]

Sections - Building 8

19502 [PROJECT]

[SCALE]

Wednesday, April 16, 2025 [DATE]

PPA Re-submission 2 [ISSUE]

[DRAWING]

A-5.231

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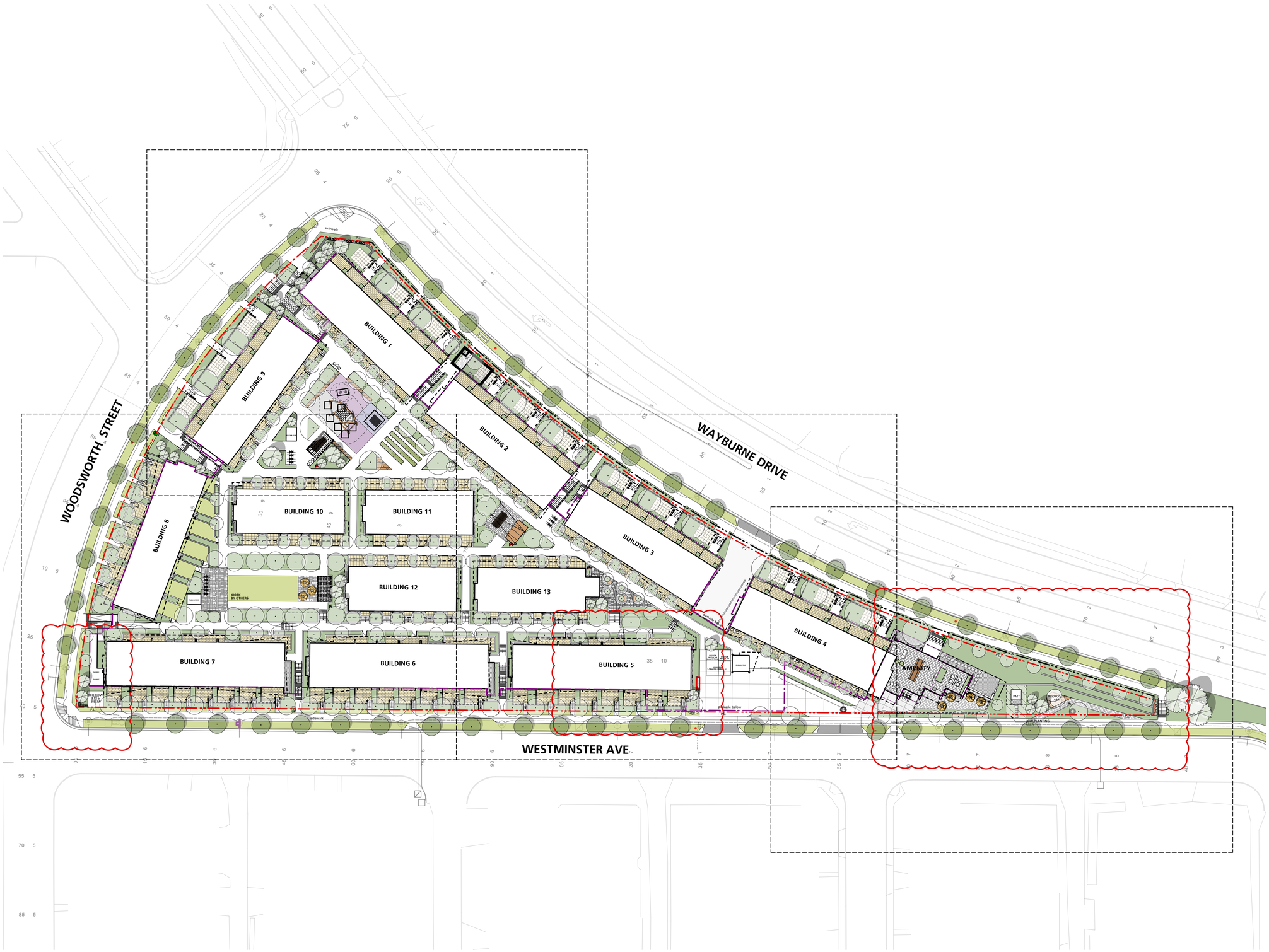

P+A
Landscape Architecture
Site Planning

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Revision No.		Date
19	Issued for PPA Resubmission	2025/04/02
18	Issued for BC Hydro Review	2024/05/08
17	Issued for DP Minor Amendment	2024/04/10
16	Issued for Draft IFC Coordination	2023/12/08
15	Issued for IFC Draft	2023/08/09
14	Issued for SPoD Resubmission	2023/07/18
13	Issued for draft IFC	2023/06/30
12	Issued for SPoD Resubmission	2023/05/02
11	Issued for IFT	2023/04/21
10	Issued for 50% IFT	2023/03/31
9	Issued for Building Permit	2022/11/18
8	Issued for 90% BP Coordination	2022/07/13
7	Issued for 60% BP Coordination	2022/06/29
6	Issued for 30% BP Coordination	2022/06/15
5	Issued for SPoD	2021/11/05
4	RZ Resubmission	2021/06/30
3	Reissued for City Review	2021/06/10
2	Reissued for City Review	2021/05/14
1	Issued for City Review	2020/12/21

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Client:

SYMPHONY HOMES LIMITED

Project Title:

Moonlight Sonata

3550 Wayburne Drive, Burnaby, BC

Drawing Title:

Landscape Layout Plan

Project North:

Drawn By: SJ

Checked By: JM

Scale: 1/32" = 1'-0"

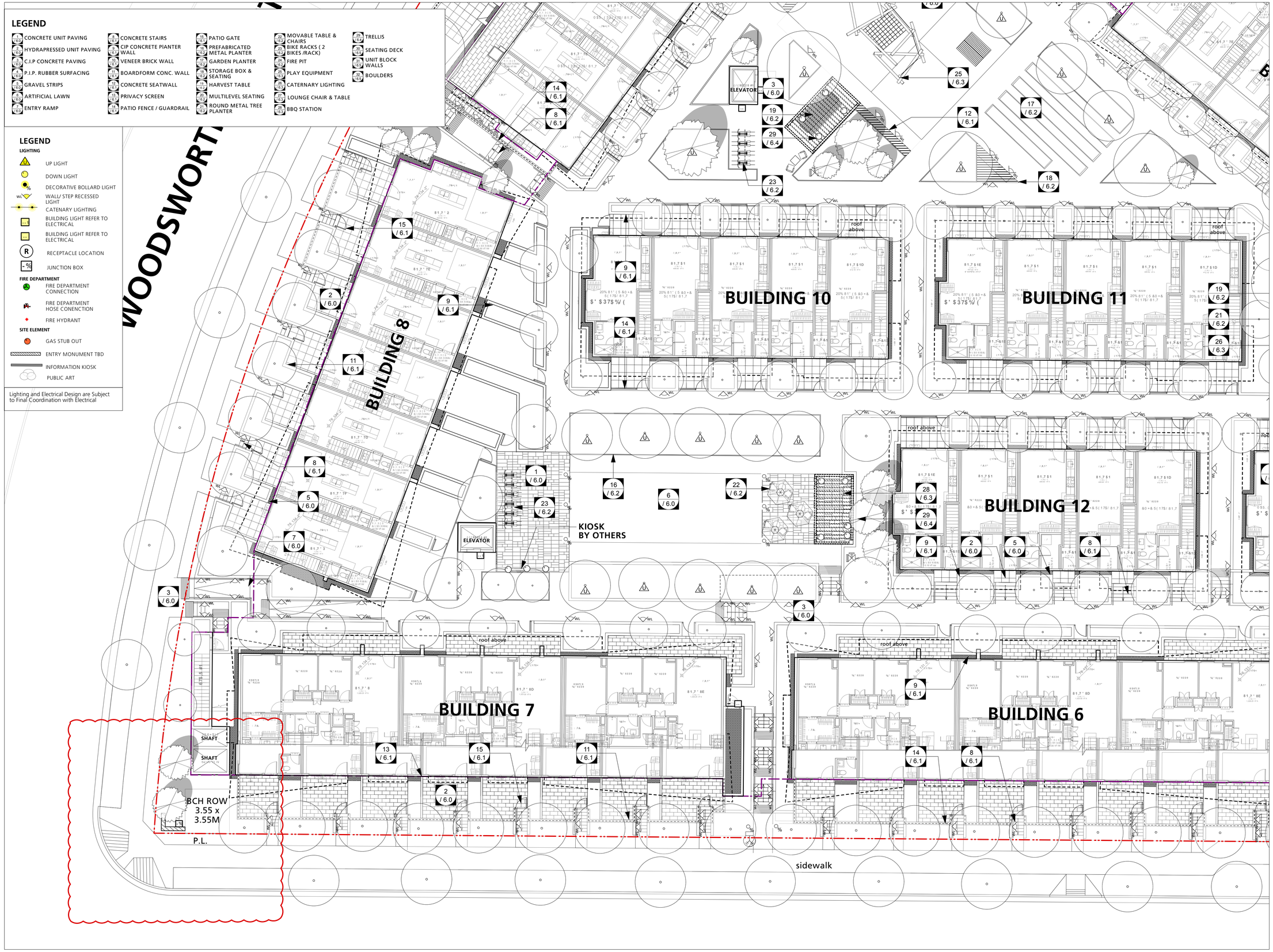
Job No.: 20-001

Sheet No.:

L1.0

Plot Date: 2025-04-02

Docusign Envelope ID: BBEFFE56-EE56-896C-80C8-48B38471C92A



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Revision No.		Date
17	Issued for PPA Resubmission	2025/04/02
16	Issued for Draft IFC Coordination	2023/12/08
15	Issued for IFC Draft	2023/08/09
14	Issued for SPoD Resubmission	2023/07/18
13	Issued for draft IFC	2023/06/30
12	Issued for SPoD Resubmission	2023/05/02
11	Issued for IFT	2023/04/21
10	Issued for 50% IFT	2023/03/31
9	Issued for Building Permit	2022/11/18
8	Issued for 90% BP Coordination	2022/07/13
7	Issued for 60% BP Coordination	2022/06/29
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5	Issued for SPoD	2021/11/05
4	RZ Resubmission	2021/06/30
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SYMPHONY HOMES LIMITED

Project Title:

Moonlight Sonata

3550 Wayburne Drive, Burnaby, BC

Drawing Title:

Landscape Key Plan

Project North:

Drawn By: SJ

Checked By: JM

Scale: 3/32" = 1'-0"

Job No.: 20-001

Sheet No.:

L1.2

Plot Date: 2025-04-02

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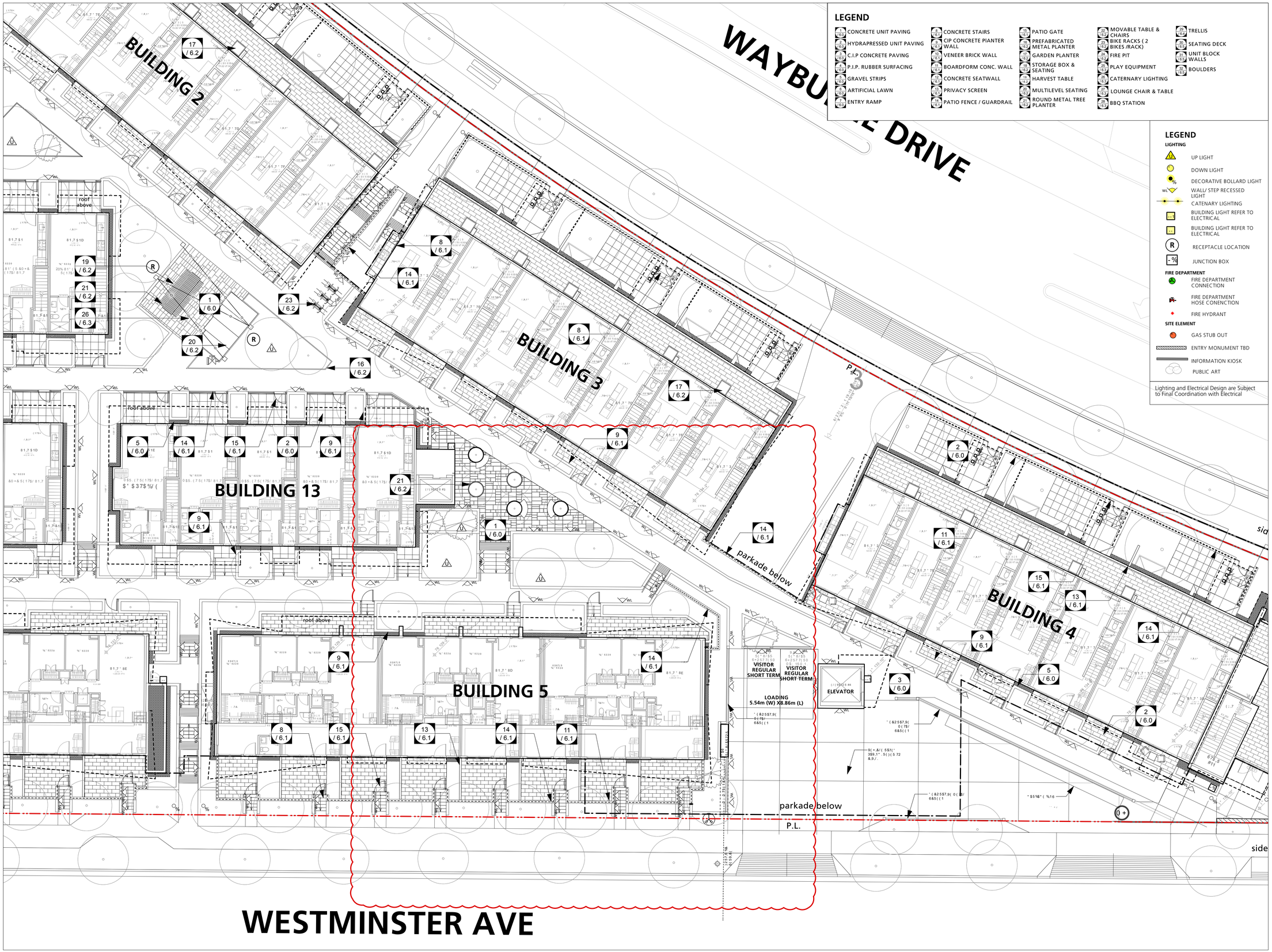

LEGEND

1/6.0 CONCRETE UNIT PAVING	6/6.1 CONCRETE STAIRS	10/6.2 PATIO GATE	15/6.2 MOVABLE TABLE & CHAIRS	20/6.2 TRELLIS
2/6.0 HYDRAPRESSED UNIT PAVING	7/6.1 CIP CONCRETE PIANTER WALL	11/6.2 PREFABRICATED METAL PLANTER	16/6.2 BIKE RACKS (2 BIKES /RACK)	21/6.2 SEATING DECK
3/6.0 C.I.P CONCRETE PAVING	8/6.1 VENEER BRICK WALL	12/6.2 GARDEN PLANTER	17/6.2 FIRE PIT	22/6.3 UNIT BLOCK WALLS
4/6.0 P.I.P. RUBBER SURFACING	9/6.1 BOARDFORM CONC. WALL	13/6.2 STORAGE BOX & SEATING	18/6.2 PLAY EQUIPMENT	23/6.3 BOULDERS
5/6.0 GRAVEL STRIPS	10/6.1 CONCRETE SEATWALL	14/6.2 HARVEST TABLE	19/6.2 CATERNARY LIGHTING	
6/6.0 ARTIFICIAL LAWN	11/6.1 PRIVACY SCREEN	15/6.2 MULTILEVEL SEATING	20/6.2 LOUNGE CHAIR & TABLE	
7/6.0 ENTRY RAMP	12/6.1 PATIO FENCE / GUARDRAIL	21/6.2 ROUND METAL TREE PLANTER	21/6.2 BBQ STATION	

LEGEND

LIGHTING

- UP LIGHT
- DOWN LIGHT
- DECORATIVE BOLLARD LIGHT
- WL WALL/ STEP RECESSED LIGHT
- CATENARY LIGHTING
- BUILDING LIGHT REFER TO ELECTRICAL
- BUILDING LIGHT REFER TO ELECTRICAL
- R RECEPTACLE LOCATION
- JUNCTION BOX

FIRE DEPARTMENT

- FIRE DEPARTMENT CONNECTION
- FIRE DEPARTMENT HOSE CONENCTION
- FIRE HYDRANT

SITE ELEMENT

- GAS STUB OUT
- ENTRY MONUMENT TBD
- INFORMATION KIOSK
- PUBLIC ART

Lighting and Electrical Design are Subject to Final Coordination with Electrical

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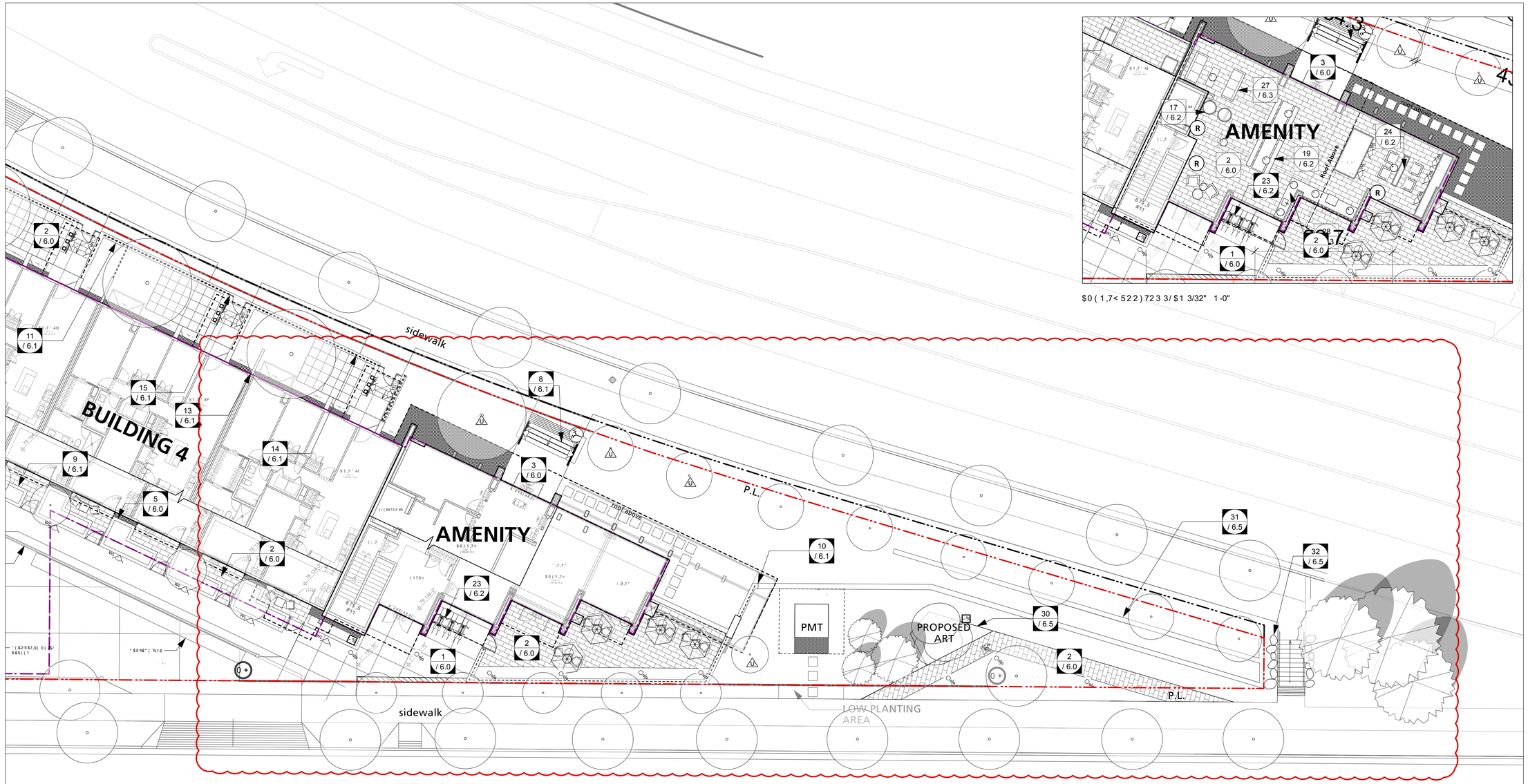

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5 / 6.0 GRAVEL STRIPS	10 / 6.1 CONCRETE SEATWALL	19 / 6.5 HARVEST TABLE	26 / 6.5 CATERNARY LIGHTING	
6 / 6.0 ARTIFICIAL LAWN	11 / 6.5 PRIVACY SCREEN	20 / 6.5 MULTILEVEL SEATING	27 / 6.5 LOUNGE CHAIR & TABLE	
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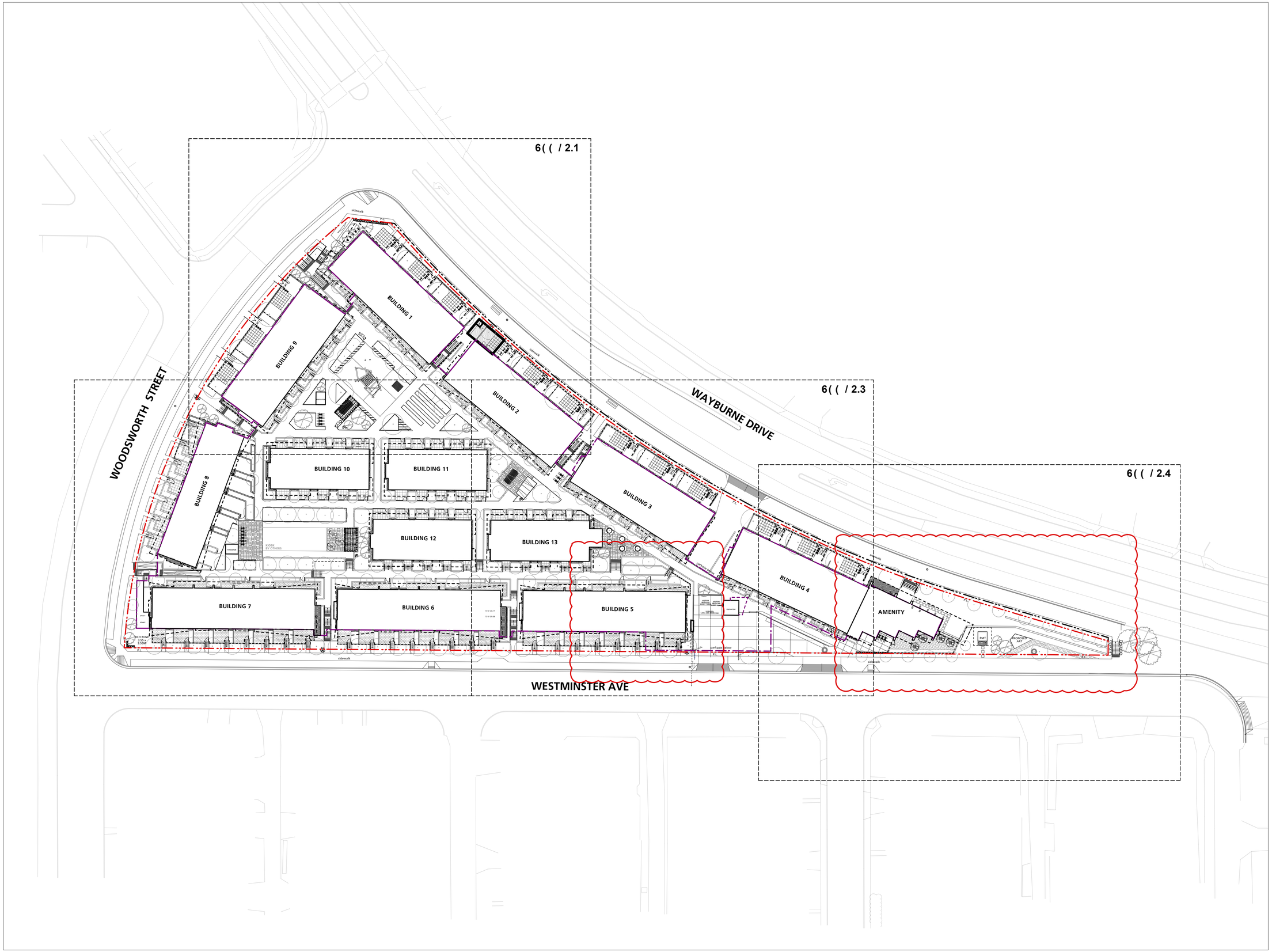

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Sheet No.:

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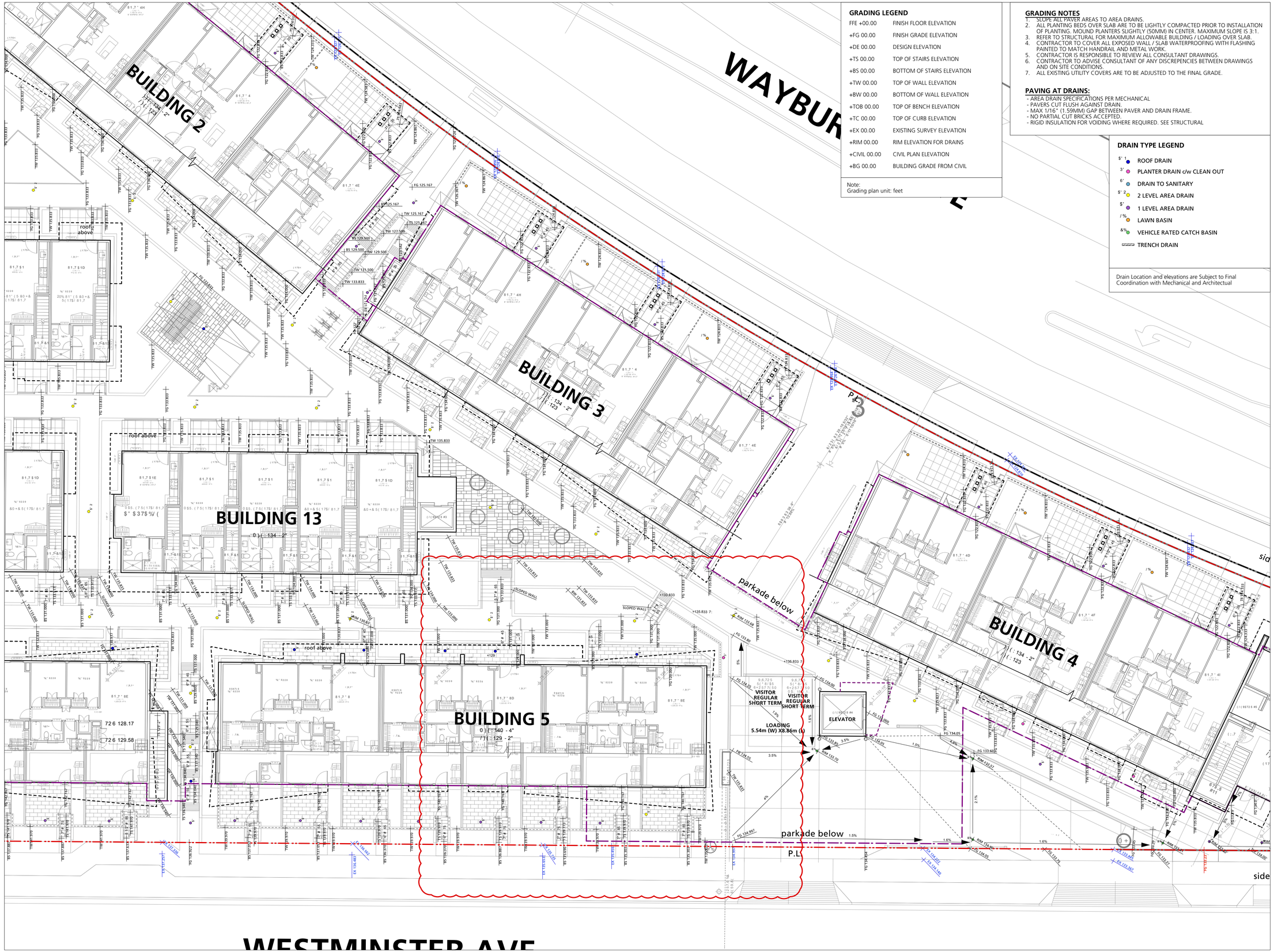

GRADING LEGEND

FFE +00.00	FINISH FLOOR ELEVATION
+FG 00.00	FINISH GRADE ELEVATION
+DE 00.00	DESIGN ELEVATION
+TS 00.00	TOP OF STAIRS ELEVATION
+BS 00.00	BOTTOM OF STAIRS ELEVATION
+TW 00.00	TOP OF WALL ELEVATION
+BW 00.00	BOTTOM OF WALL ELEVATION
+TOB 00.00	TOP OF BENCH ELEVATION
+TC 00.00	TOP OF CURB ELEVATION
+EX 00.00	EXISTING SURVEY ELEVATION
+RIM 00.00	RIM ELEVATION FOR DRAINS
+CIVIL 00.00	CIVIL PLAN ELEVATION
+BG 00.00	BUILDING GRADE FROM CIVIL

Note:
Grading plan unit: feet

GRADING NOTES

1. SLOPE ALL PAVER AREAS TO AREA DRAINS.
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DRAIN TYPE LEGEND

- ROOF DRAIN
- PLANTER DRAIN c/w CLEAN OUT
- DRAIN TO SANITARY
- 2 LEVEL AREA DRAIN
- 1 LEVEL AREA DRAIN
- LAWN BASIN
- VEHICLE RATED CATCH BASIN
- TRENCH DRAIN

Drain Location and elevations are Subject to Final Coordination with Mechanical and Architectual

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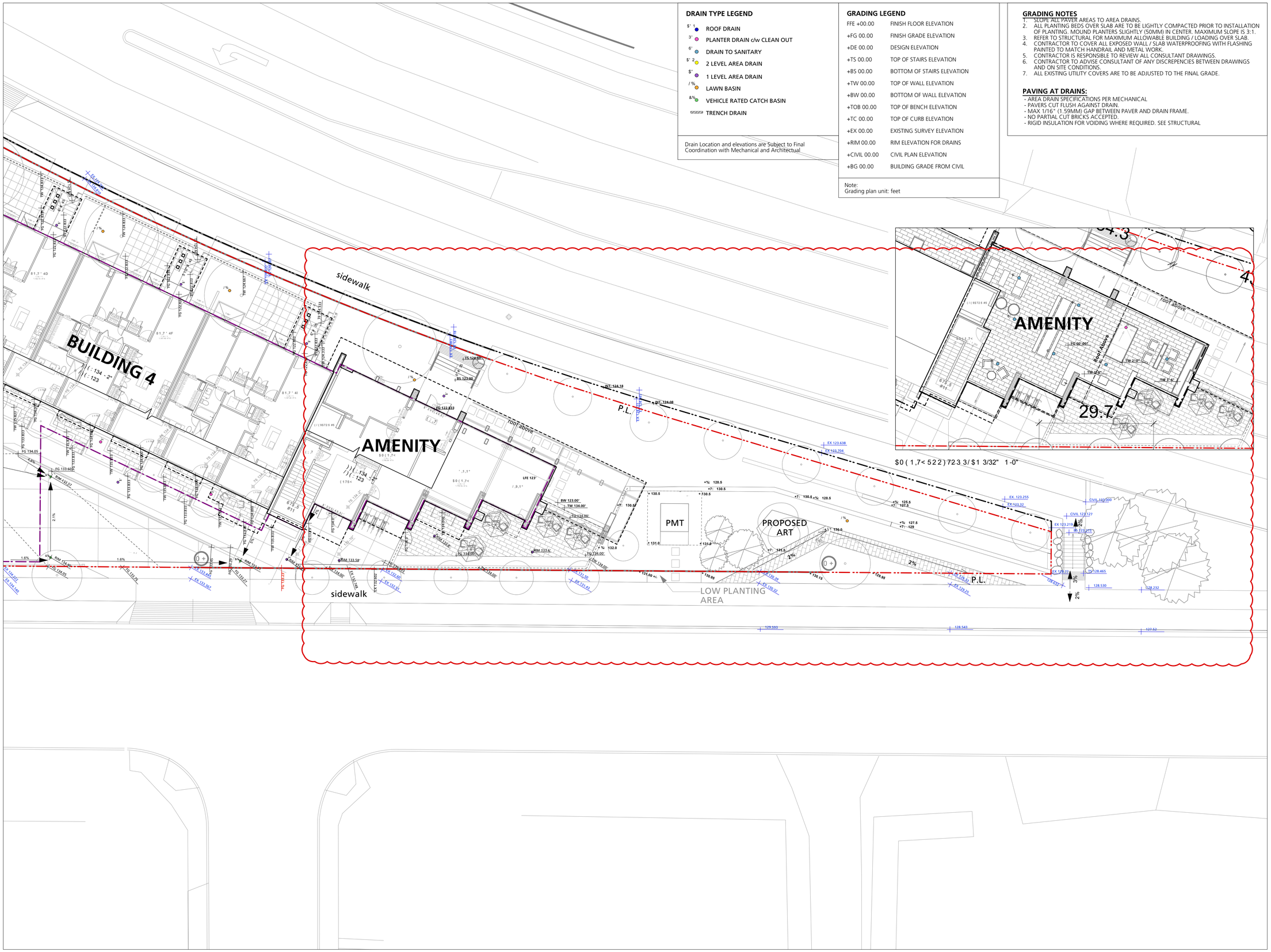

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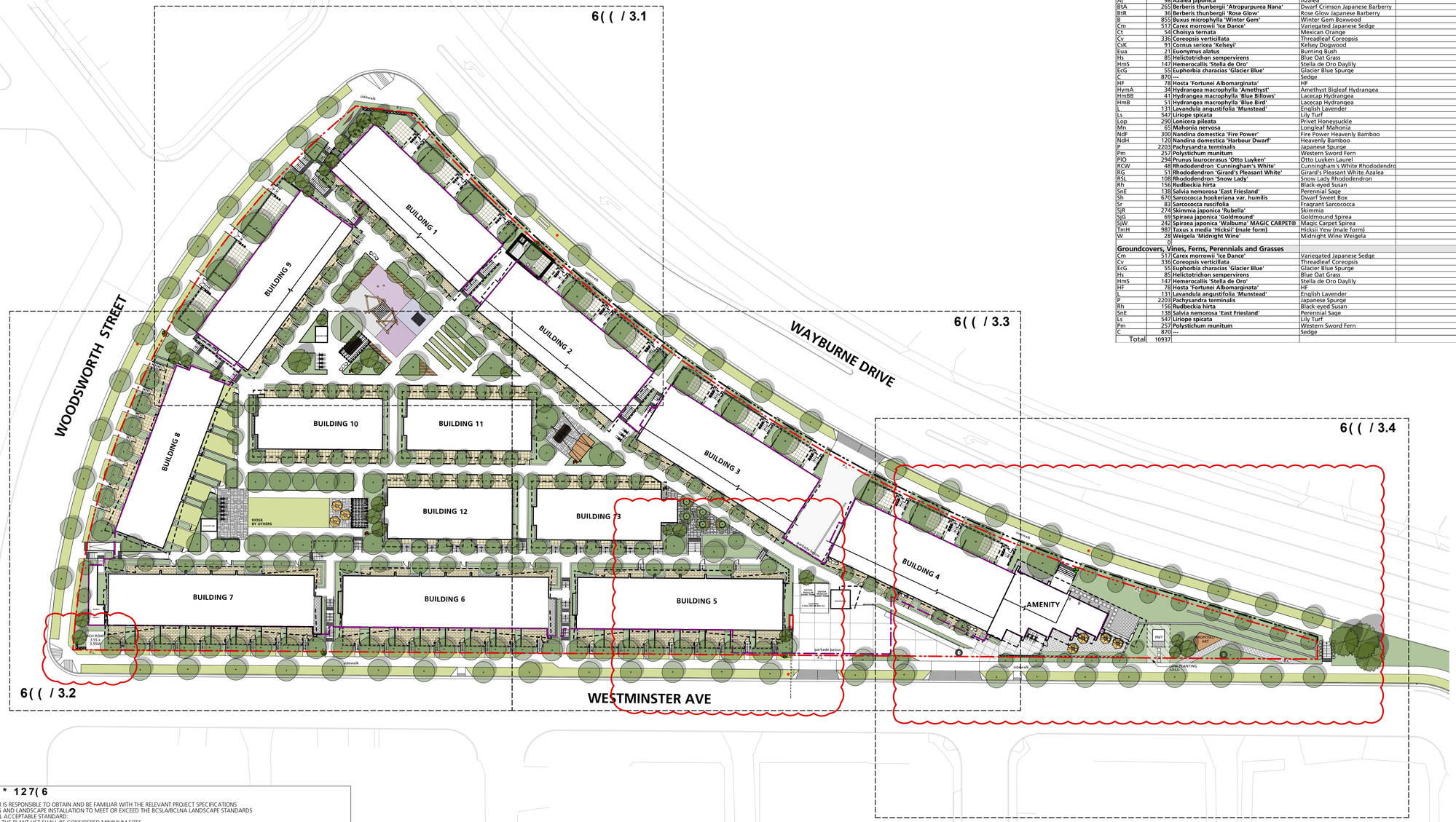

Plant List

Symbol	Qty.	Botanical Name	Common Name	Scheduled Size
Trees				
Abf	8	**Abies fraseri**	Fraser Fir	2m ht.
Acc	64	**Acer circinatum**	Vine Maple	2.5m ht., B&B, max. 3 stems
Acg	2	**Acer griseum**	Paperbark Maple	6cm cal., WB
AcpF	13	**Acer palmatum 'Fireglow'**	Fireglow Japanese Maple	6cm cal., 2.5m ht., WB
AcpO	1	**Acer palmatum 'Osakazuki'**	Osakazuki Japanese Maple	6cm cal., 2.5m ht., WB
AcpW	3	**Acer palmatum 'Waterfall'**	Waterfall Japanese Maple	#15 pot
Ama	35	**Amelanchier alnifolia**	Saskatoon	2.5m ht., WB
Cj	1	**Cercidiphyllum japonicum**	Katsura Tree	6cm cal., WB
Cec	3	**Cercis canadensis**	Eastern Redbud	6cm cal., WB
CEW	25	**Cornus 'Eddie's White Wonder'**	Eddie's White Wonder Dogwood	6cm cal., WB
Ck	7	**Cornus kousa**	Kousa Dogwood	6cm cal., WB
Mk	3	**Magnolia kobus**	Kobus Magnolia	6cm cal., WB
Ms	6	**Magnolia stellata**	Star Magnolia	2.5m ht., WB
Po	22	**Picea omorika**	Serbian Spruce	3m, B&B
PtE	7	**Populus tremula 'Erecta'**	Columnar European Aspen	6cm cal., WB
PsP	8	**Prunus serrulata 'Pink Perfection'**	Cherry ' Pink Perfection'	2.5m ht., B&B, max. 3 stems
Pm	1	**Pseudotsuga menziesii**	Douglas Fir	2.5m ht. B&B
Stmo	25	**Stewartia monadelpha**	Tall Stewartia	6cm cal.
Sti	8	**Styrax japonicus**	Japanese Snowbell	6cm cal., WB
Shrubs				
Aj	98	**Azalea japonica**	Azalea	#3 pot
BtA	265	**Berberis thunbergii 'Atropurpurea Nana'**	Dwarf Crimson Japanese Barberry	#2 pot
BtR	36	**Berberis thunbergii 'Rose Glow'**	Rose Glow Japanese Barberry	#3 pot
B	855	**Buxus microphylla 'Winter Gem'**	Winter Gem Boxwood	#2 pot
Cm	517	**Carex morrowii 'Ice Dance'**	Variegated Japanese Sedge	#1 pot
Ct	54	**Choisya ternata**	Mexican Orange	#3 pot
Cv	336	**Coreopsis verticillata**	Threadleaf Coreopsis	#1 pot
CsK	91	**Cornus sericea 'Kelseyi'**	Kelsey Dogwood	#2 pot
Eua	21	**Euonymus alatus**	Burning Bush	#3 pot
Hs	85	**Helictotrichon sempervirens**	Blue Oat Grass	#1 pot
HmS	147	**Hemerocallis 'Stella de Oro'**	Stella de Oro Daylily	#1 pot
EcG	55	**Euphorbia characias 'Glacier Blue'**	Glacier Blue Spurge	#2 pot
C	870	**---**	Sedge	#1 pot
HF	78	**Hosta 'Fortunei Albomarginata'**	HF	#1 pot
HymA	34	**Hydrangea macrophylla 'Amethyst'**	Amethyst Bigleaf Hydrangea	#5 pot
HmBB	41	**Hydrangea macrophylla 'Blue Billows'**	Lacecap Hydrangea	#5 pot
HmB	51	**Hydrangea macrophylla 'Blue Bird'**	Lacecap Hydrangea	#5 pot
L	131	**Lavandula angustifolia 'Munstead'**	English Lavender	#1 pot
Ls	547	**Liriope spicata**	Lily Turf	#1 pot
Lop	290	**Lonicera pileata**	Privet Honeysuckle	#3 pot
Mn	65	**Mahonia nervosa**	Longleaf Mahonia	#2 pot
NdF	300	**Nandina domestica 'Fire Power'**	Fire Power Heavenly Bamboo	#3 pot
NdH	120	**Nandina domestica 'Harbour Dwarf'**	Heavenly Bamboo	#3 pot
P	2203	**Pachysandra terminalis**	Japanese Spurge	#1 pot
Pm	257	**Polystichum munitum**	Western Sword Fern	#1 pot
PlO	294	**Prunus laurocerasus 'Otto Luyken'**	Otto Luyken Laurel	#3 pot
RCW	48	**Rhododendron 'Cunningham's White'**	Cunningham's White Rhododendro	#3 pot
RG	51	**Rhododendron 'Girard's Pleasant White'**	Girard's Pleasant White Azalea	#2 pot
RSL	108	**Rhododendron 'Snow Lady'**	Snow Lady Rhododendron	#3 pot
Rh	156	**Rudbeckia hirta**	Black-eyed Susan	#1 pot
SnE	138	**Salvia nemorosa 'East Friesland'**	Perennial Sage	#1 pot
Sh	670	**Sarcococca hookeriana var. humilis**	Dwarf Sweet Box	#2 pot
Sr	83	**Sarcococca ruscifolia**	Fragrant Sarcococca	#3 pot
SjR	274	**Skimmia japonica 'Rubella'**	Skimmia	#3 pot
SjG	69	**Spiraea japonica 'Goldmound'**	Goldmound Spirea	#3 pot
SjW	242	**Spiraea japonica 'Walbuma' MAGIC CARPET®**	Magic Carpet Spirea	#3 pot
TmH	987	**Taxus x media 'Hicksii' (male form)**	Hicksii Yew (male form)	4' ht
W	28	**Weigela 'Midnight Wine'**	Midnight Wine Weigela	#2 pot
	0			
Groundcovers, Vines, Ferns, Perennials and Grasses				
Cm	517	**Carex morrowii 'Ice Dance'**	Variegated Japanese Sedge	#1 pot
Cv	336	**Coreopsis verticillata**	Threadleaf Coreopsis	#1 pot
EcG	55	**Euphorbia characias 'Glacier Blue'**	Glacier Blue Spurge	#2 pot
Hs	85	**Helictotrichon sempervirens**	Blue Oat Grass	#1 pot
HmS	147	**Hemerocallis 'Stella de Oro'**	Stella de Oro Daylily	#1 pot
HF	78	**Hosta 'Fortunei Albomarginata'**	HF	#1 pot
L	131	**Lavandula angustifolia 'Munstead'**	English Lavender	#1 pot
P	2203	**Pachysandra terminalis**	Japanese Spurge	#1 pot
Rh	156	**Rudbeckia hirta**	Black-eyed Susan	#1 pot
SnE	138	**Salvia nemorosa 'East Friesland'**	Perennial Sage	#1 pot
Ls	547	**Liriope spicata**	Lily Turf	#1 pot
Pm	257	**Polystichum munitum**	Western Sword Fern	#1 pot
C	870	**---**	Sedge	#1 pot
Total	10937			

3/ $17,1* 127(6

1. CONTRACTOR IS RESPONSIBLE TO OBTAIN AND BE FAMILIAR WITH THE RELEVANT PROJECT SPECIFICATIONS
2. ALL PLANTING AND LANDSCAPE INSTALLATION TO MEET OR EXCEED THE BCSLA/BCLNA LANDSCAPE STANDARDS
3. AS A MINIMAL ACCEPTABLE STANDARD:
   - SIZES ON THE PLANT LIST SHALL BE CONSIDERED MINIMUM SIZES
   - ROOT BALLS TO BE FREE OF PERNICIOUS WEEDS
4. CONTRACTOR TO ENSURE ALL PLANT MATERIAL DELIVERED TO SITE IS FROM NURSERIES CERTIFIED TO BE FREE FROM THE PHYTOPHTHORA RAMORUM VIRUS (SUDDEN OAK DEATH). REMOVAL AND REPLACEMENT OF PLANT MATERIAL FOUND TO CONTAIN THE VIRUS TO BE AT THE CONTRACTOR'S EXPENSE.
5. ALL PLANT MATERIAL SHALL BE APPROVED **AT THE NURSERY** BY THE PROJECT LANDSCAPE ARCHITECT.
6. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS SHOWN ON ALL DRAWINGS.
7. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT TIME OF PLANTING.
8. CONTAINER GROWN STOCK, SHALL HAVE THE CONTAINER REMOVED AND THE ROOTBALL BE CLEANLY SCORED IN TWO VERTICAL LOCATIONS.
9. CONTRACTOR TO SUBMIT A REPRESENTATIVE SAMPLE OF THE PROPOSED TOPSOIL FOR TESTING TO PACIFIC SOIL ANALYSES. CONTRACTOR IS RESPONSIBLE FOR ARRANGING AND PAYMENT OF SOIL ANALYSIS AND AMENDMENTS TO GROWING MEDIUM AS DETERMINED. CONTRACTOR SHALL INSTRUCT SOIL TESTING LAB TO SUBMIT RESULTS DIRECTLY TO THE CONSULTANT FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
10. SOIL DEPTHS TO BE AS FOLLOWS:
    - A) LAWN 150MM
    - B) GROUND COVER/PERENNIAL 450MM
    - C) SHRUB BEDS 600MM
    - D) NEW TOP SOIL SHOULD BE INCORPORATED BY MIXING INTO TOP 450MM OF NATIVE SOIL
11. CONTRACTOR TO PROVIDE LANDSCAPE ARCHITECT A COPY OF ALL PACKING SLIPS RECEIVED FROM NURSERY LISTING NAMES AND QUANTITIES OF ALL PLANT STOCK SUPPLIED TO SITE PRIOR TO PLANTING
12. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
13. ALL PLANTING BEDS TO HAVE MIN 50 MM DEPTH OF 25MM MINUS SCREENED COMPOSTED BARK MULCH (NOT ON GROUNDCOVER AREAS).
14. ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING. ALL PLANTS SHALL THEN BE WATERED AS NECESSARY.
15. THE LANDSCAPE CONTRACTOR SHALL REFER TO THE CONTRACT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
16. PLANT SEARCH AREA = BC, WA & OREGON

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Client:

SYMPHONY HOMES LIMITED

Project Title:

Moonlight Sonata

3550 Wayburne Drive, Burnaby, BC

Drawing Title:

Landscape Planting Plan

Project North:

Drawn By: SJ

Checked By: JM

Scale: 1/32" = 1'-0"

Job No.: 20-001

Sheet No.: L3.0

Plot Date: 2025-04-02

Docusign Envelope ID: BBEFFE56-EE56-896C-80C8-48B38471C92A

Plant List

Symbol	Qty.	Botanical Name	Common Name	Scheduled Size
Trees				
Abf	8	**Abies fraseri**	Fraser Fir	2m ht.
Acc	64	**Acer circinatum**	Vine Maple	2.5m ht., B&B, max. 3 stems
Acg	2	**Acer griseum**	Paperbark Maple	6cm cal., WB
AcpF	13	**Acer palmatum 'Fireglow'**	Fireglow Japanese Maple	6cm cal., 2.5m ht., WB
AcpO	1	**Acer palmatum 'Osakazuki'**	Osakazuki Japanese Maple	6cm cal., 2.5m ht., WB
AcpW	3	**Acer palmatum 'Waterfall'**	Waterfall Japanese Maple	#15 pot
Ama	35	**Amelanchier alnifolia**	Saskatoon	2.5m ht., WB
Cj	1	**Cercidiphyllum japonicum**	Katsura Tree	6cm cal., WB
Cec	3	**Cercis canadensis**	Eastern Redbud	6cm cal., WB
CEW	25	**Cornus 'Eddie's White Wonder'**	Eddie's White Wonder Dogwood	6cm cal., WB
Ck	7	**Cornus kousa**	Kousa Dogwood	6cm cal., WB
Mk	3	**Magnolia kobus**	Kobus Magnolia	6cm cal., WB
Ms	6	**Magnolia stellata**	Star Magnolia	2.5m ht., WB
Po	22	**Picea omorika**	Serbian Spruce	3m, B&B
PtE	7	**Populus tremula 'Erecta'**	Columnar European Aspen	6cm cal., WB
PsP	8	**Prunus serrulata 'Pink Perfection'**	Cherry ' Pink Perfection'	2.5m ht., B&B, max. 3 stems
Pm	1	**Pseudotsuga menziesii**	Douglas Fir	2.5m ht, B&B
Stmo	25	**Stewartia monadelpha**	Tall Stewartia	6cm cal.
Stj	8	**Styrax japonicus**	Japanese Snowbell	6cm cal., WB
Shrubs				
Aj	98	**Azalea japonica**	Azalea	#3 pot
BtA	265	**Berberis thunbergii 'Atropurpurea Nana'**	Dwarf Crimson Japanese Barberry	#2 pot
BtR	36	**Berberis thunbergii 'Rose Glow'**	Rose Glow Japanese Barberry	#3 pot
B	855	**Buxus microphylla 'Winter Gem'**	Winter Gem Boxwood	#2 pot
Cm	517	**Carex morrowii 'Ice Dance'**	Variegated Japanese Sedge	#1 pot
Ct	54	**Choisya ternata**	Mexican Orange	#3 pot
Cv	336	**Coreopsis verticillata**	Threadleaf Coreopsis	#1 pot
CsK	91	**Cornus sericea 'Kelseyi'**	Kelsey Dogwood	#2 pot
Eua	21	**Euonymus alatus**	Burning Bush	#3 pot
Hs	85	**Helictotrichon sempervirens**	Blue Oat Grass	#1 pot
HmS	147	**Hemerocallis 'Stella de Oro'**	Stella de Oro Daylily	#1 pot
EcG	55	**Euphorbia characias 'Glacier Blue'**	Glacier Blue Spurge	#2 pot
C	870	**---**	Sedge	#1 pot
HF	78	**Hosta 'Fortunei Albomarginata'**	HF	#1 pot
HymA	34	**Hydrangea macrophylla 'Amethyst'**	Amethyst Bigleaf Hydrangea	#5 pot
HmBB	41	**Hydrangea macrophylla 'Blue Billows'**	Lacecap Hydrangea	#5 pot
HmB	51	**Hydrangea macrophylla 'Blue Bird'**	Lacecap Hydrangea	#5 pot
L	131	**Lavandula angustifolia 'Munstead'**	English Lavender	#1 pot
Ls	547	**Liriope spicata**	Lily Turf	#1 pot
Lop	290	**Lonicera pileata**	Privet Honeysuckle	#3 pot
Mn	65	**Mahonia nervosa**	Longleaf Mahonia	#2 pot
NdF	300	**Nandina domestica 'Fire Power'**	Fire Power Heavenly Bamboo	#3 pot
NdH	120	**Nandina domestica 'Harbour Dwarf'**	Heavenly Bamboo	#3 pot
P	2203	**Pachysandra terminalis**	Japanese Spurge	#1 pot
Pm	257	**Polystichum munitum**	Western Sword Fern	#1 pot
PIO	294	**Prunus laurocerasus 'Otto Luyken'**	Otto Luyken Laurel	#3 pot
RCW	48	**Rhododendron 'Cunningham's White'**	Cunningham's White Rhododendro	#3 pot
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SjW	242	**Spiraea japonica 'Walbuma' MAGIC CARPET®**	Magic Carpet Spirea	#3 pot
TmH	987	**Taxus x media 'Hicksii' (male form)**	Hicksii Yew (male form)	4' ht
W	28	**Weigela 'Midnight Wine'**	Midnight Wine Weigela	#2 pot
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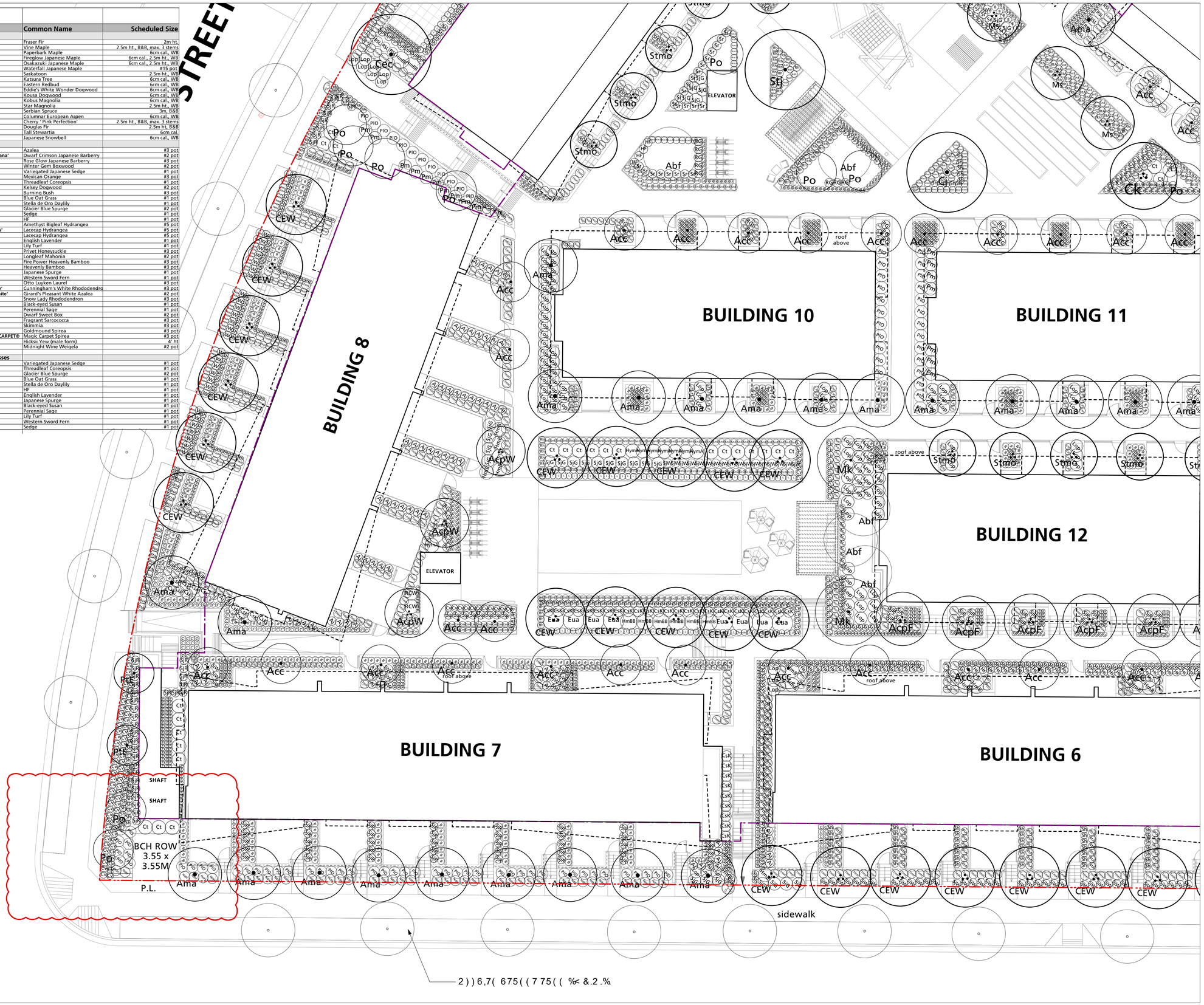
Total	10927			



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SYMPHONY
HOMES LIMITED

Project Title:

Moonlight Sonata

3550 Wayburne Drive, Burnaby, BC

Drawing Title:

Landscape Planting Plan

Project North:

Drawn By: SJ

Checked By: JM

Scale: 3/32" = 1'-0"

Job No.: 20-001

Sheet No.:

L3.2

Plot Date: 2025-04-02

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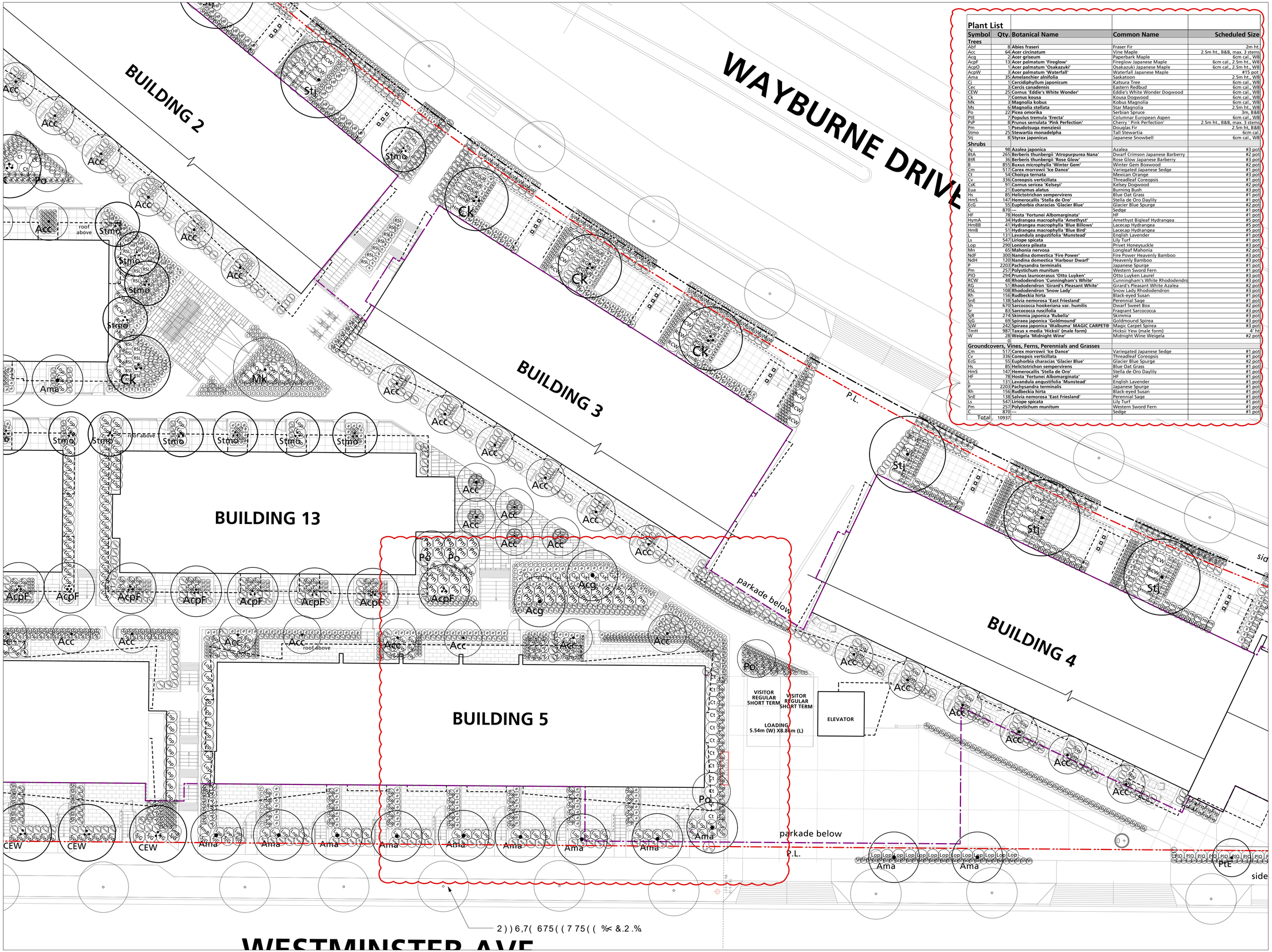

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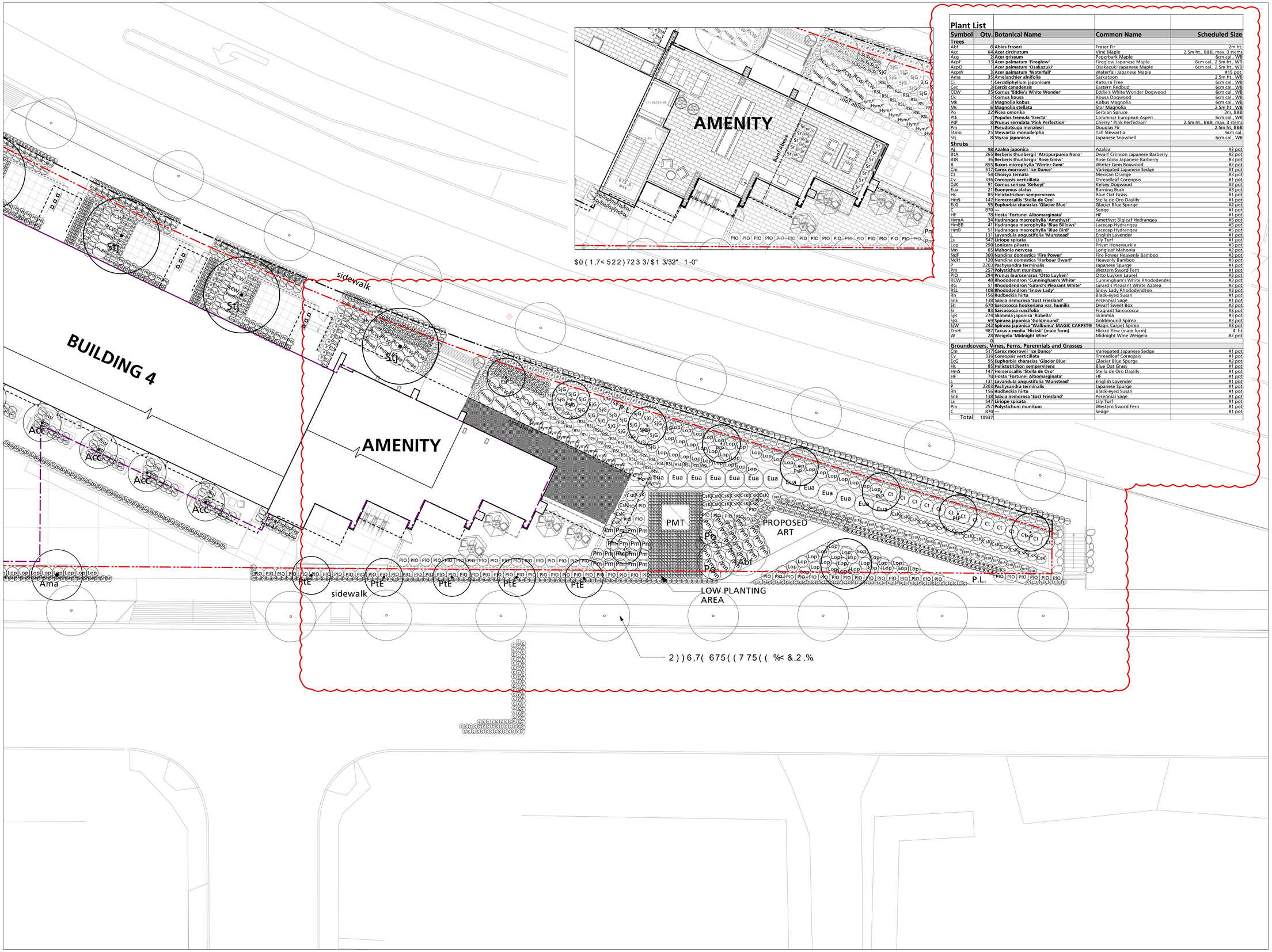

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AcpO	1	**Acer palmatum 'Osakazuki'**	Osakazuki Japanese Maple	6cm cal., 2.5m ht., WB
AcpW	3	**Acer palmatum 'Waterfall'**	Waterfall Japanese Maple	#15 pot
Ama	35	**Amelanchier alnifolia**	Saskatoon	2.5m ht., WB
Cj	1	**Cercidiphyllum japonicum**	Katsura Tree	6cm cal., WB
Cec	3	**Cercis canadensis**	Eastern Redbud	6cm cal., WB
CEW	25	**Cornus 'Eddie's White Wonder'**	Eddie's White Wonder Dogwood	6cm cal., WB
Ck	7	**Cornus kousa**	Kousa Dogwood	6cm cal., WB
Mk	3	**Magnolia kobus**	Kobus Magnolia	6cm cal., WB
Ms	6	**Magnolia stellata**	Star Magnolia	2.5m ht., WB
Po	22	**Picea omorika**	Serbian Spruce	3m, B&B
PtE	7	**Populus tremula 'Erecta'**	Columnar European Aspen	6cm cal., WB
PsP	8	**Prunus serrulata 'Pink Perfection'**	Cherry ' Pink Perfection'	2.5m ht., B&B, max. 3 stems
Pm	1	**Pseudotsuga menziesii**	Douglas Fir	2.5m ht. B&B
Stmo	25	**Stewartia monadelpha**	Tall Stewartia	6cm cal.
Sti	8	**Styrax japonicus**	Japanese Snowbell	6cm cal., WB
Shrubs				
Aj	98	**Azalea japonica**	Azalea	#3 pot
BtA	265	**Berberis thunbergii 'Atropurpurea Nana'**	Dwarf Crimson Japanese Barberry	#2 pot
BtR	36	**Berberis thunbergii 'Rose Glow'**	Rose Glow Japanese Barberry	#3 pot
B	855	**Buxus microphylla 'Winter Gem'**	Winter Gem Boxwood	#2 pot
Cm	517	**Carex morrowii 'Ice Dance'**	Variegated Japanese Sedge	#1 pot
Ct	54	**Choisya ternata**	Mexican Orange	#3 pot
Cv	336	**Coreopsis verticillata**	Threadleaf Coreopsis	#1 pot
CsK	91	**Cornus sericea 'Kelseyi'**	Kelsey Dogwood	#2 pot
Eua	21	**Euonymus alatus**	Burning Bush	#3 pot
Hs	85	**Helictotrichon sempervirens**	Blue Oat Grass	#1 pot
HmS	147	**Hemerocallis 'Stella de Oro'**	Stella de Oro Daylily	#1 pot
EcG	55	**Euphorbia characias 'Glacier Blue'**	Glacier Blue Spurge	#2 pot
C	870	---	Sedge	#1 pot
HF	78	**Hosta 'Fortunei Albomarginata'**	HF	#1 pot
HymA	34	**Hydrangea macrophylla 'Amethyst'**	Amethyst Bigleaf Hydrangea	#5 pot
HmBB	41	**Hydrangea macrophylla 'Blue Billows'**	Lacecap Hydrangea	#5 pot
HmB	51	**Hydrangea macrophylla 'Blue Bird'**	Lacecap Hydrangea	#5 pot
L	131	**Lavandula angustifolia 'Munstead'**	English Lavender	#1 pot
Ls	547	**Liriope spicata**	Lily Turf	#1 pot
Lop	290	**Lonicera pileata**	Privet Honeysuckle	#3 pot
Mn	65	**Mahonia nervosa**	Longleaf Mahonia	#2 pot
NdF	300	**Nandina domestica 'Fire Power'**	Fire Power Heavenly Bamboo	#3 pot
NdH	120	**Nandina domestica 'Harbour Dwarf'**	Heavenly Bamboo	#3 pot
P	2203	**Pachysandra terminalis**	Japanese Spurge	#1 pot
Pm	257	**Polystichum munitum**	Western Sword Fern	#1 pot
PlO	294	**Prunus laurocerasus 'Otto Luyken'**	Otto Luyken Laurel	#3 pot
RCW	48	**Rhododendron 'Cunningham's White'**	Cunningham's White Rhododendro	#3 pot
RG	51	**Rhododendron 'Girard's Pleasant White'**	Girard's Pleasant White Azalea	#2 pot
RSL	108	**Rhododendron 'Snow Lady'**	Snow Lady Rhododendron	#3 pot
Rh	156	**Rudbeckia hirta**	Black-eyed Susan	#1 pot
SnE	138	**Salvia nemorosa 'East Friesland'**	Perennial Sage	#1 pot
Sh	670	**Sarcococca hookeriana var. humilis**	Dwarf Sweet Box	#2 pot
Sr	83	**Sarcococca ruscifolia**	Fragrant Sarcococca	#3 pot
SjR	274	**Skimmia japonica 'Rubella'**	Skimmia	#3 pot
SjG	69	**Spiraea japonica 'Goldmound'**	Goldmound Spirea	#3 pot
SjW	242	**Spiraea japonica 'Walbuma' MAGIC CARPET®**	Magic Carpet Spirea	#3 pot
TmH	987	**Taxus x media 'Hicksii' (male form)**	Hicksii Yew (male form)	4' ht
W	28	**Weigela 'Midnight Wine'**	Midnight Wine Weigela	#2 pot
	0			
Groundcovers, Vines, Ferns, Perennials and Grasses				
Cm	517	**Carex morrowii 'Ice Dance'**	Variegated Japanese Sedge	#1 pot
Cv	336	**Coreopsis verticillata**	Threadleaf Coreopsis	#1 pot
EcG	55	**Euphorbia characias 'Glacier Blue'**	Glacier Blue Spurge	#2 pot
Hs	85	**Helictotrichon sempervirens**	Blue Oat Grass	#1 pot
HmS	147	**Hemerocallis 'Stella de Oro'**	Stella de Oro Daylily	#1 pot
HF	78	**Hosta 'Fortunei Albomarginata'**	HF	#1 pot
L	131	**Lavandula angustifolia 'Munstead'**	English Lavender	#1 pot
P	2203	**Pachysandra terminalis**	Japanese Spurge	#1 pot
Rh	156	**Rudbeckia hirta**	Black-eyed Susan	#1 pot
SnE	138	**Salvia nemorosa 'East Friesland'**	Perennial Sage	#1 pot
Ls	547	**Liriope spicata**	Lily Turf	#1 pot
Pm	257	**Polystichum munitum**	Western Sword Fern	#1 pot
C	870	---	Sedge	#1 pot
Total	10937			

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Landscape Architecture
Site Planning

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Revision No.		Date
15	Issued for PPA Resubmission	2025/04/02
14	Issued for Draft IFC Coordination	2023/12/08
13	Issued for IFC Draft	2023/08/09
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2	RZ Resubmission	2021/06/30
1	Reissued for City Review	2021/06/10

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Client:

SYMPHONY HOMES LIMITED

Project Title:

Moonlight Sonata

3550 Wayburne Drive, Burnaby, BC

Drawing Title:

Landscape Planting Plan

Project North:

Drawn By: SJ

Checked By: JM

Scale: 3/32" = 1'-0"

Job No.: 20-001

Sheet No.:

L3.4

Plot Date: 2025-04-02

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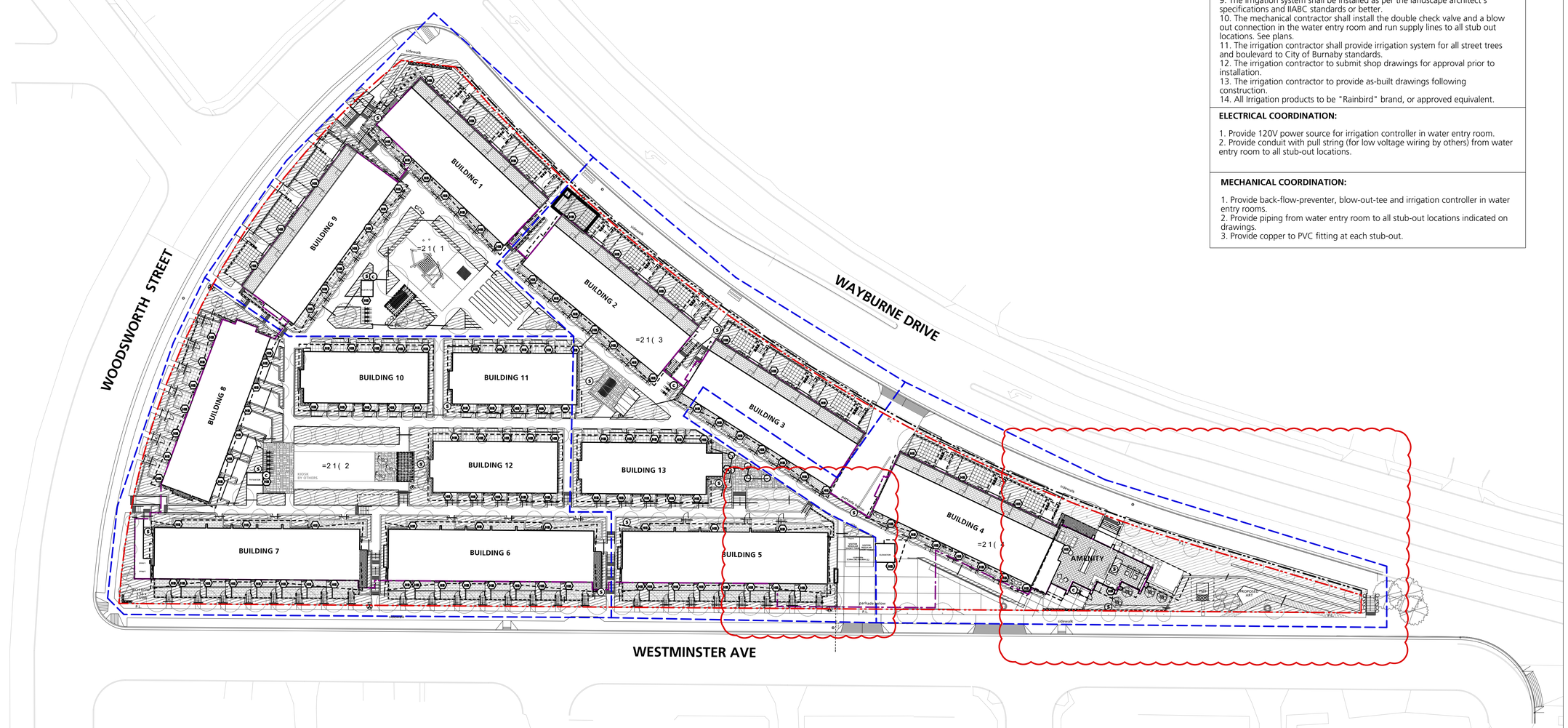

LEGEND

- (S) STUB OUT LOCATION 1 1/2" BALL VALVE & #3QC IN 1419 BOX. 70 PSI @ 35USGPM
- (HB) HOSE BIB
- (C) IRRIGATION CONTROLLER LOCATION, ELECTRICAL TO PROVIDE RECEPTACLE FOR CONTROLLER POWER
- ON SITE SHRUB AREA TO BE COVERED BY AUTOMATED IRRIGATION
- IRRIGATION SLEEVE
- IRRIGATION ZONE

GENERAL NOTES:

1. The irrigation contractor to provide a complete and functioning design-build landscape irrigation system.
2. The irrigation contractor shall confirm on site the locations of the stub-outs provided by the Mechanical contractor.
3. The Electrical contractor shall supply a 120v outlet in the water entry room and run a 1" conduit with pull string from the water entry room to all stub-out locations. See plans.
4. The irrigation contractor shall install the irrigation controller in the water proof box and mounted on the wall and run all low voltage wires to the solenoid valves.
5. Provide rain sensor on system, location to be determined
6. Flow thru all piping not to exceed 5ft/sec
7. Irrigation contractor to ensure all sleeves, conduits and location of the rain sensor are cooridnated with general contractor.
8. The irrigation drawings shall be read in conjunction with the landscape architect's drawings.
9. The irrigation system shall be installed as per the landscape architect's specifications and IIABC standards or better.
10. The mechanical contractor shall install the double check valve and a blow out connection in the water entry room and run supply lines to all stub out locations. See plans.
11. The irrigation contractor shall provide irrigation system for all street trees and boulevard to City of Burnaby standards.
12. The irrigation contractor to submit shop drawings for approval prior to installation.
13. The irrigation contractor to provide as-built drawings following construction.
14. All Irrigation products to be "Rainbird" brand, or approved equivalent.

ELECTRICAL COORDINATION:

1. Provide 120V power source for irrigation controller in water entry room.
2. Provide conduit with pull string (for low voltage wiring by others) from water entry room to all stub-out locations.

MECHANICAL COORDINATION:

1. Provide back-flow-preventer, blow-out-tee and irrigation controller in water entry rooms.
2. Provide piping from water entry room to all stub-out locations indicated on drawings.
3. Provide copper to PVC fitting at each stub-out.

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Client:

SYMPHONY HOMES LIMITED

Project Title:

Moonlight Sonata

3550 Wayburne Drive, Burnaby, BC

Drawing Title:

Landscape Irrigation Plan

Project North:

Drawn By: SJ

Checked By: JM

Scale: 1/32" = 1'-0"

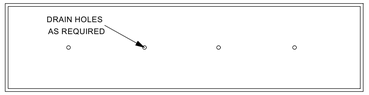
Job No.: 20-001

Sheet No.:

L4.0

Plot Date: 2025-04-02

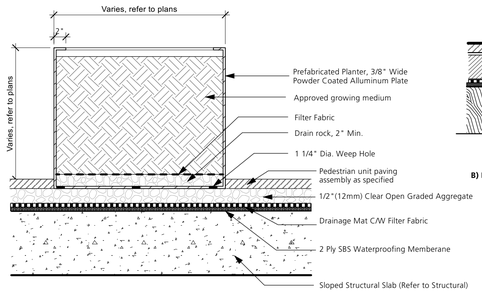
Docusign Envelope ID: BBEFFE56-EE56-896C-80C8-48B38471C92A



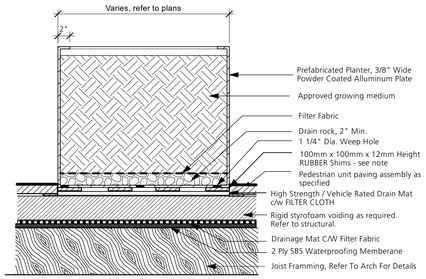
Plan

Model: Modular Planter and Bench
Supplier: Planters Perfect or Approved Alternate
Contact: https://www.greentheorydist.com/
Colour: TBD
Note:
Powder Coat all metal components to match planters
Provide cutsheets and shop drawings for all components for approval
Provide drain holes at the bottom of all components

Elevation



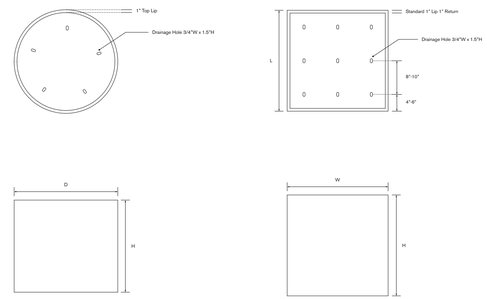
A) L1 ON CONCRETE SLAB



B) L2 ON WOOD ROOF

16 Prefabricated Metal Planter
1"=1'-0"

Model: Square Modular Planter and Round Modular Plamte
Manufacturer: Green theory and approved alternate
Colour: Pewter or approved alternate
Material: Powdercoated Metal
Contact: greentheorydesign.com
Size: 36" X 36"X 36"
Installation: Mount as per manufacturer's specifications
Quantity: Square Planter: 35 and Round Planter: 2



17 Modular Metal Planter
NTS

All Metalwork Notes:

- All Metal to be Powder-coated Aluminum **Unless Otherwise Specified**.

- All Welds to be Ground Smooth.

- All Measurements to be Verified on Site With as Built Conditions Prior to Fabrication.

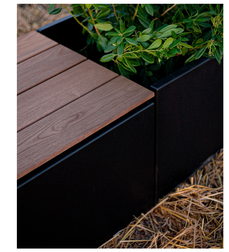
-Metalwork Manufacturer to Coordinate With General Contractor Regarding Base Attachment. Some Fences/gates Are to be Secured to Top of Concrete Walls And Some Are to be Secured to Individual Concrete Footings.

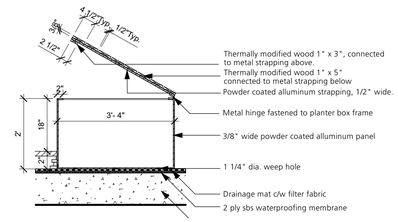
-All Attachments, End Caps, and Other Components Are to Match Colour.

- Contractor to Provide Engineered Shop Drawings for All Metal Components With Finishes, Connections, Hardware, and Footing Type, and Submit for Approvals Prior to Fabrication.

-Landscape Architect to be Informed of Metalwork Installation on Site for Inspection and Coordination.

Model: Modular Planter and Bench
Supplier: Green Theory or Approved Alternate
Contact: Https://www.greentheorydist.com/
Colour: TBD
Note: Custom Storage Box to be Included
Powder Coat All Metal Components to Match Planters
Provide Cutsheets And Shop Drawings for All Components for Approval
Sign Graphics to be Laser Cut and Attached to Planter Wall.
Powdercoated Letters, Colour to be Determined
Provide Drain Holes at The Bottom of All Components





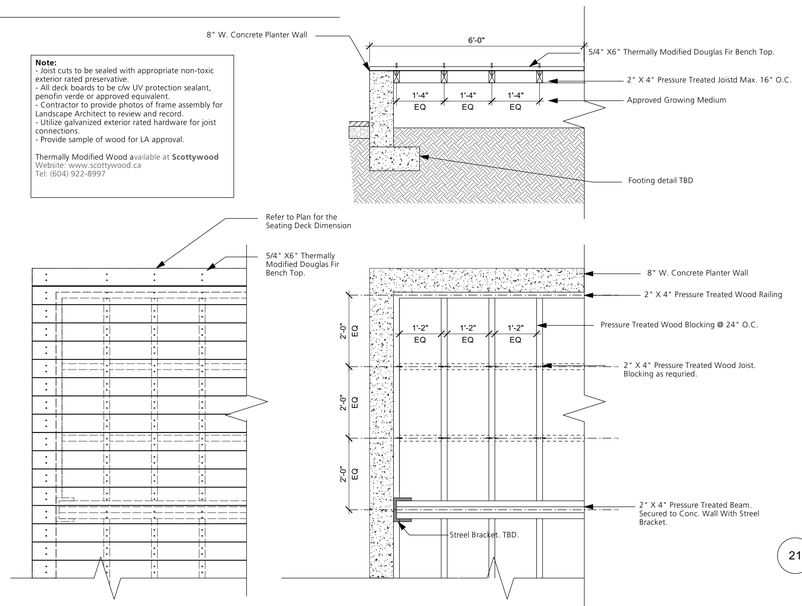
18 Storage Box & Seating Deck
1/2"=1'-0"

Model: The Summerland Great Table and Matching Benches
Manufacturer: the Great Canadian Picnic Table
Colour: TBD
Contact: www.thegreatcanadianpicnictable.ca
Installation: Mount as per manufacturer's specifications
Quantity: 2 Tables and 4 Matching Benches
Size: 12' Length X 38" Width

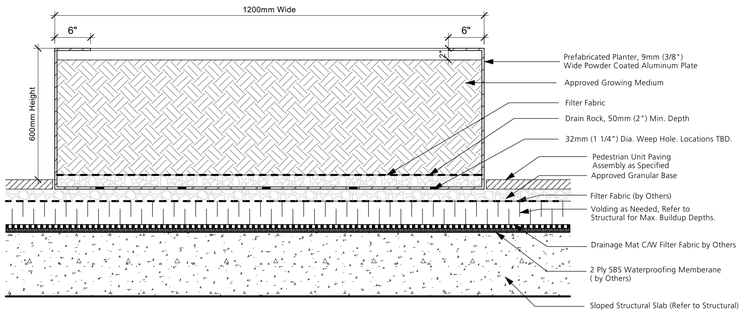
19 Harvest Table
NTS

Note:
- Joist cuts to be sealed with appropriate non-toxic exterior rated preservative.
- All deck boards to be c/w UV protection sealant, penofin verde or approved equivalent.
- Contractor to provide photos of frame assembly for Landscape Architect to review and record.
- Utilize galvanized exterior rated hardware for joist connections.
- Provide sample of wood for LA approval.

Thermally Modified Wood available at **Scottywood**
Website: www.scottywood.ca
Tel: (604) 922-8997

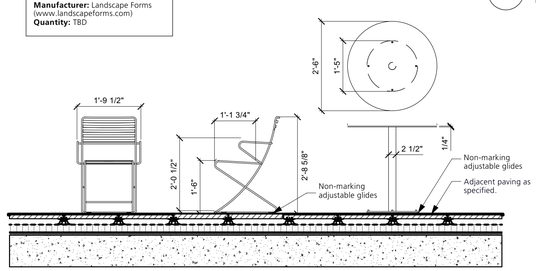


30 Wood Deck
1/2"=1'-0"



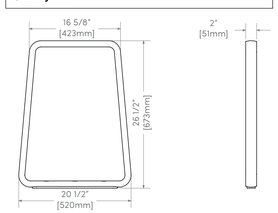
21 Round Metal Planter
1"=1'-0"

Product: Movable Chairs
Model: Parc Centre Chair, with Arms
Dimensions: 21" x 22" x 33"
Manufacturer: Landscape Forms (www.landscapeforms.com)
Quantity: TBD

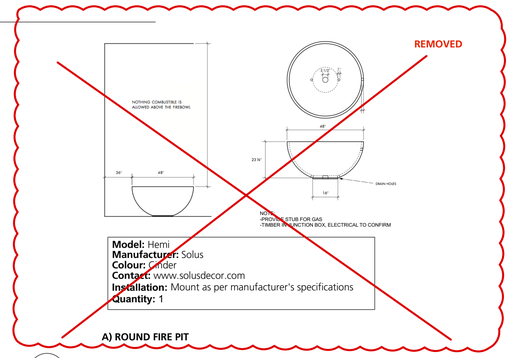


22 Moveable Table and Chairs
1/2" = 1'-0"

Model: Iconic Bike Rack
Manufacturer: Maglin
Colour: Gunmetal
Material: Powdercoated Metal
Contact: maglin.com
Installation: Mount as per manufacturer's specifications
Quantity: 16

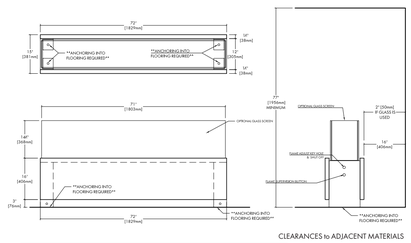


23 Bike Rack
NTS



Model: Hemi
Manufacturer: Solus
Colour: Cinder
Contact: www.solusdecor.com
Installation: Mount as per manufacturer's specifications
Quantity: 1

A) ROUND FIRE PIT



Model: Linear Fire Pit
Manufacturer: Solus
Colour: Cinder
Contact: www.solusdecor.com
Installation: Mount as per manufacturer's specifications
Quantity: 1

LINEAR FIRE PIT

24 Fire Pit
NTS

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Moonlight Sonata

3550 Wayburne Drive, Burnaby, BC

Drawing Title:
Landscape Details

Project North:
Drawn By: SJ
Checked By: JM
Scale: As Shown
Job No.: 20-001
Sheet No.: L6.2

Plot Date: 2023/07/18

Docusign Envelope ID: BBEFFE56-EE56-896C-80C8-48B38471C92A

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Note:
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- All deck boards to be c/w UV protection sealant, penofin verde or approved equivalent.
- Contractor to provide photos of frame assembly for Landscape Architect to review and record.
- Utilize galvanized exterior rated hardware for joist connections.
- Provide sample of wood for LA approval.

Thermally Modified Wood available at **Scottywood**
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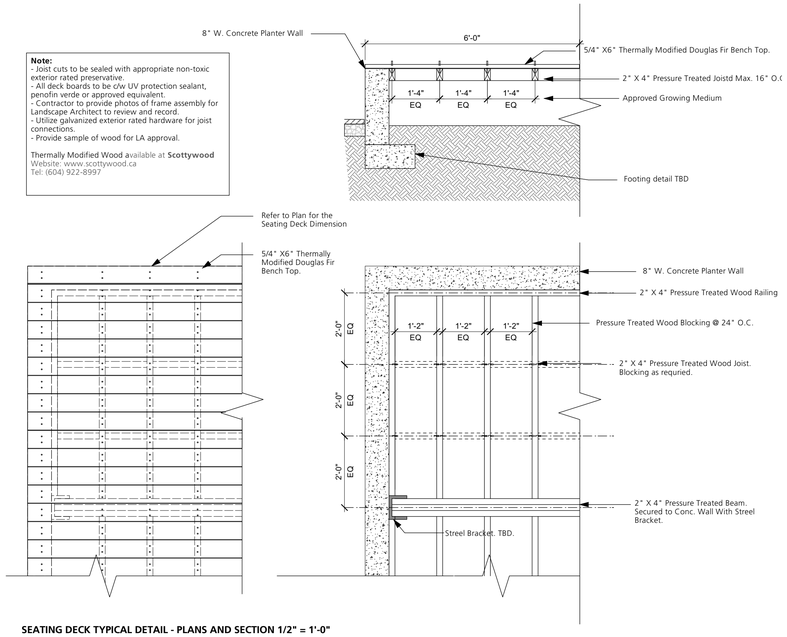
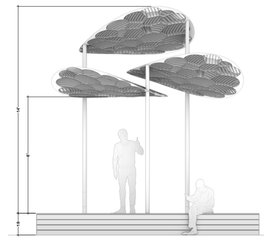
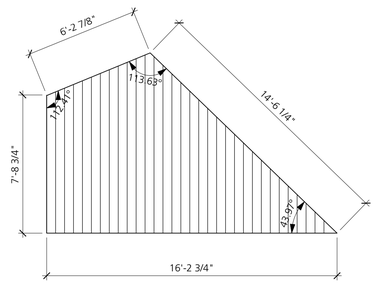
Tel: (604) 922-8997



SEATING DECK TYPICAL DETAIL - PLANS AND SECTION 1/2" = 1'-0"

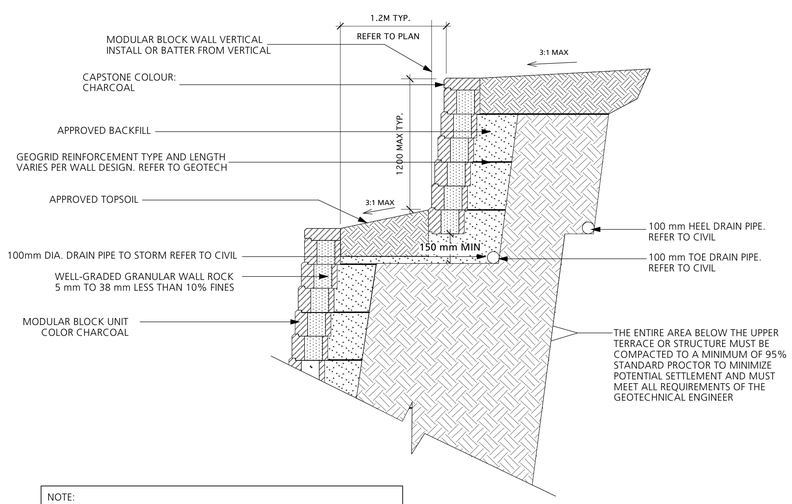


PRECEDENTS



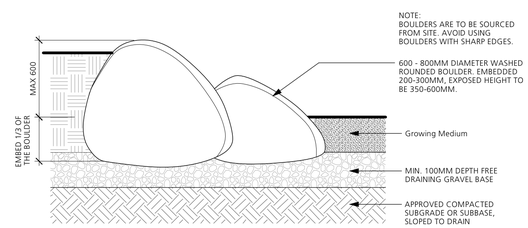
PLAN ENLARGEMENT 1/4" = 1'-0"

30 Public Art Seating
As Shown



NOTE:
ILLUSTRATIVE DETAIL ONLY. FULL SPECIFICATIONS TO BE PROVIDED BY GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION. ALL INSTALLATIONS TO BE REVIEWED AND APPROVED BY GEOTECHNICAL ENGINEER.

31 Unit Block Wall
1/2"=1'-0"



32 Boulders
1"=1'-0"

Revision No.		Date
14	Issued for PPA Resumission	2025/04/02
13	Issued for Draft IFC Coordination	2023/12/08
12	Issued for SPoD Resubmission	2023/07/18
11	Issued for Draft IFC	2023/06/30
10	Issued for SPoD Resubmission	2023/05/02
9	Issued for IFT	2023/04/21
8	Issued for 50% IFT	2023/03/31
7	Issued for Building Permit	2022/11/18
6	Issued for 90% BP Coordination	2022/07/13
5	Issued for 60% BP Coordination	2022/06/29
4	Issued for 30% BP Coordination	2022/06/17
3	Issued for SPoD	2021/11/05
2	RZ Resubmission	2021/06/30
1	Reissued for City Review	2021/06/10

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Client:

SYMPHONY HOMES LIMITED

Project Title:
Moonlight Sonata

3550 Wayburne Drive, Burnaby, BC

Drawing Title:
Landscape Details

Project North:
Drawn By: SJ
Checked By: JM
Scale: As Shown
Job No.: 20-001
Sheet No.: L6.5

Plot Date: 2023/07/18

Docusign Envelope ID: BBEFFE56-EE56-896C-80C8-48B38471C92A

Land Title Act
Charge
General Instrument – Part 1

NEW WESTMINSTER LAND TITLE OFFICE
MAY 03 2023 11:11:15.003
CB597417-CB597418

1. Application

Document Fees: $156.34

Cyndy Van Hombeeck, Paralegal
City of Burnaby
4949 Canada Way
Burnaby BC V5G 1M2
604-294-7381

Sub 22-08
Covenant - No Occupancy until Housing Agreement and Bylaw adopted by Council

2. Description of Land

PID/Plan Number	Legal Description
EPP124926	**LOT 1, DISTRICT LOT 73, GROUP 1,NEW WESTMINSTER DISTRICT, PLAN EPP124926**

3. Nature of Interest

Type	Number	Additional Information
COVENANT		**Section 219 L.T.A.** **Entire Document**
PRIORITY AGREEMENT		**Granting the Section 219 Covenant herein priority over Mortgage CA9408376 and Assignment of Rents CA9408377**

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1197101 B.C. LTD., NO.BC1197101

NATIONAL BANK OF CANADA, AS TO PRIORITY

6. Transferee(s)

CITY OF BURNABY
4949 CANADA WAY
BURNABY BC V5G 1M2

7. Additional or Modified Terms

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8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
Mike Nienhuis **Barrister & Solicitor** Singleton Reynolds 925 West Georgia Street, Suite 1200 Vancouver BC V6C 3L2	YYYY-MM-DD **2023-04-20**	**1197101 B.C. LTD.** By their Authorized Signatory **Name: Gurdeep Singh Kainth**
		Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
Alex Miyahara **Barrister & Solicitor** Borden Ladner Gervais LLP 1200 Waterfront Centre, 200 Burrard Street, PO Box 48600 Vancouver BC V7X 1T2 604-632-3454	YYYY-MM-DD **2023-04-20**	**NATIONAL BANK OF CANADA** as to Priority By their Authorized Signatory **Name: Jason Beazer**
		Name:

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

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Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
Jennifer V. Wong **Barrister & Solicitor** 4949 Canada Way BURNABY BC V5G 1M2 (604-293-6532)	YYYY-MM-DD **2023-04-28**	**CITY OF BURNABY** as Transferee By their Authorized Signatory **Name: Blanka Zeinabova, Sr. Manager Legislative Services**

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD **2023-04-25**	This is an instrument required by the Approving Officer for Subdivision Plan EPP124926 creating the condition or covenant entered into under s.219 of the Land Title Act By their Authorized Signatory **Johannes Schumann, Approving Officer**

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Tiffany Jade Nicole Misri NXJ5XZ

Digitally signed by Tiffany Jade Nicole Misri NXJ5XZ
Date: 2023-05-02 11:19:20 -07:00

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TERMS OF INSTRUMENT - PART 2

COVENANT – NO OCCUPANCY/NO SUBDIVISION NON-MARKET HOUSING

BETWEEN:

1197101 B.C. LTD.
Incorporation No. BC1197101
PO Box 1236
234 – 4820 Kingsway
Burnaby, B.C. V5H 4P1

(the "**Owner**")

AND:

CITY OF BURNABY
4949 Canada Way
Burnaby, B.C. V5G 1M2

(the "**City**")

WHEREAS:

A. The Owner is the registered owner in fee simple of the Lands;

B. The Owner proposes to construct the Development on the Lands;

C. The Owner intends to subdivide the Lands by Air Space Plan to create an air space parcel containing all the Rental Units, and a remainder parcel containing all the market residential units (the "**Remainder Lands**") which the Owner intends to subdivide by Strata Plan;

D. In connection with and in consideration of the City granting the Rezoning, the Owner has offered to enter into this Agreement to ensure that the Lands will not be subdivided by way of Strata Plan and will not be occupied until the Owner has first subdivided the Lands by Air Space Plan to create the Rental Air Space Parcel and the Owner and the City have entered into a Housing Agreement in respect of such Rental Air Space Parcel; and

E. Section 219 of the *Land Title Act* provides, *inter alia*, that there may be registered as a charge against the title to land a covenant in favour of a municipality, whether of a negative or positive nature, in respect of the use of the land, the use of a building on or to be erected on the land, the building on the land, and the subdivision of the land except in accordance with the covenant.

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NOW THEREFORE in consideration of the sum of Ten Dollars ($10.00) now paid by the City to the Owner, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

1.1 For the purposes of this Agreement and the recitals thereto:

(a) "**Agreement**" or "**this Agreement**" means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;

(b) "**Air Space Plan"** means an air space subdivision plan of the Lands, or any portion thereof, pursuant to the *Land Title Act*;

(c) "**Building**" means any building to be constructed on the Lands pursuant to a building permit authorizing construction on the Lands or any portion(s) thereof;

(d) "***Building Bylaw***" means the *Burnaby Building Bylaw 2016*, as may be amended from time to time;

(e) "**Building Permit**" means the building permit authorizing construction on the Lands or any portion(s) thereof;

(f) "**CD Plan**" means the comprehensive development plan for the Lands entitled "Wayburne Townhomes" prepared by Integra Architecture Inc., and filed with the City's General Manager Planning and Development;

(g) "**City**" and "**City of Burnaby**", being the Transferee described in item 6 of the *Land Title Act* Form C General Instrument constituting Part 1 of this Agreement, means the City of Burnaby and is called the "City" when referring to the corporate entity and "City of Burnaby" when referring to the geographic location;

(h) "**City Personnel**" means the City's elected officials, officers, employees, agents, contractors, licensees, permitees, nominees and delegates, including without limitation, the person or persons appointed as the City's approving officer pursuant to Section 77 of the *Land Title Act*;

(i) "**Code**" means the British Columbia Building Code in effect at the time the Owner subdivides the Lands by Air Space Plan;

(j) "**Development**" means the development of thirteen (13) three to four storey buildings containing 130 stacked townhouse dwellings comprised of:

(i) Eighty-four (84) market strata units; and

(ii) the Rental Units,

with underground parking and vehicular access from Wayburne Drive, constructed or to be constructed on the Lands as shown in the CD Plan;

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(k) "**Drawing**" means the architectural drawing numbered A-1.200, entitled "Site Plan" prepared by Integra Architecture Inc. and dated April 10, 2023, a copy of which is attached hereto as Schedule "A";

(l) "**Housing Agreement**" has the meaning set out in Section 2.1(e);

(m) "***Land Title Act***" means the *Land Title Act*, RSBC 1996, c. 250, and amendments thereto and re-enactments thereof;

(n) "**Lands**" means the lands described in item 2 of the *Land Title Act* Form C General Instrument constituting Part 1 of this Agreement;

(o) "***Local Government Act***" means the *Local Government Act*, RSBC 2015, c. 1, and amendments thereto and re-enactments thereof;

(p) "**Owner**" means the registered owner(s) of the Lands, described as Transferor(s) in item 5 of the *Land Title Act* Form C General Instrument constituting Part 1 of this Agreement together with any successors in title to the Lands or any portion of the Lands;

(q) "**Preliminary Plan Approval**" means the preliminary plan approval authorizing development on the Lands or any portion(s) thereof;

(r) "**Remainder Lands**" has the meaning given in Recital C;

(s) "**Rental Air Space Parcel**" means an air space parcel created by subdivision of the Lands, or any portion thereof, by Air Space Plan, which air space parcel will contain all the Rental Units;

(t) "**Rental Units**" means those forty-six (46) residential rental units to be contained in the Rental Air Space Parcel being constructed as part of the Development and to be used in accordance with a Housing Agreement entered into or to be entered into between the Owner and the City and "**Rental Unit**" means any one such unit;

(u) "**Rental Use Zoning Policy**" means the City's Finalized Rental Use Zoning Policy approved by City Council on March 9, 2020, as the same may be amended or replaced from time to time;

(v) "**Rezoning**" means the Owner's application to the City to rezone the Lands pursuant to the City's rezoning reference number #19-62 to permit the Development;

(w) "**Strata Plan**" means a subdivision plan of the Lands, or any portion thereof, pursuant to the *Strata Property Act*; and

(x) "***Strata Property Act***" means the *Strata Property Act*, SBC 1998, c. 43, and amendments thereto and re-enactments thereof.

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1.2 The following Schedule is attached hereto and forms part of this Agreement:

Schedule	Description
"A"	Drawing

2.0 SECTION 219 COVENANT

2.1 Pursuant to Section 219 of the *Land Title Act*, as a covenant in respect of the use of the Lands and annexed to and running with the Lands, the Owner covenants and agrees with the City that the Owner will not build on, improve or use the Lands or suffer, allow or permit the Lands to be built on, improved or used except in strict compliance with this Agreement, namely that:

(a) the Owner will not subdivide the Lands (except for air space subdivision to create the Rental Air Space Parcel with the approval of the Approving Officer), including by strata plan;

(b) notwithstanding that the Owner may be otherwise entitled, the Owner will not:

(i) apply for a final certificate of occupancy in respect of a Building, or any portion thereof, on the Lands;

(ii) take any action to compel issuance of a final certificate of occupancy in respect of a Building, or any portion thereof; or

(iii) permit a Building or any portion thereof, to be occupied,

and the City will not be obligated to issue an occupancy certificate or permit occupancy of any Building, unless and until:

(c) the Owner has constructed the Rental Units in accordance with the CD Plan, any Preliminary Plan Approvals and Building Permits for the Lands generally in the location outlined in heavy black clouding on the Drawing;

(d) the Owner has created a Rental Air Space Parcel, and concurrently with the registration of the Air Space Plan to create such Rental Air Space Parcel, the Owner has registered against title to such Rental Air Space Parcel or the Remainder Lands, or both, as applicable, the following agreements, all in form and content satisfactory to the City:

(i) a Section 219 Covenant in favour of the City pursuant to which the Owner agrees, *inter alia*, that the Rental Air Space Parcel:

(A) will not be further subdivided, including by way of a strata plan pursuant to the *Strata Property Act*; and

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(B) will not be used except in accordance with the Housing Agreement, the CD Plan and any applicable Preliminary Plan Approvals and Building Permits;

(ii) certain reciprocal easements in respect of such Rental Air Space Parcel and the Remainder Lands for support, utilities, access, fire safety, and such other easements as may be required under the Code and the Building Bylaw, together with a Section 219 Covenant in favour of the City pursuant to which the Owner agrees, *inter alia*, that the Rental Air Space Parcel and Remainder Lands will be treated as a single building for the purposes of the Code and the Building Bylaw;

(iii) certain easements over the Remainder Lands in favour of such Rental Air Space Parcel in respect of:

(A) the exclusive use of that number of parking spaces, including those to be allocated for the sole use of physically disabled persons, bicycle storage lockers, and other parking areas located on the Remainder Lands required by the City for the use of the Rental Units;

(B) the shared use of that number of parking stalls required by the City to be allocated for the sole use of physically disabled persons visiting the Development; and

(C) such other easements as may reasonably be necessary to permit the occupants and users of the Rental Air Space Parcel to access and use all existing and future communal amenities and facilities located within the Remainder Lands which are intended for the shared, common use and enjoyment of all the owners and occupants of the Development, including without limitation, garbage/recycling areas, visitor parking areas, loading areas children's play area, common outdoor amenities including central lawn area, BBQ patio, fireside deck, community garden and seating area, and amenity space including concierge, mail room study room, washrooms fitness room, party room, games room and rooftop deck, all at no greater cost to the owners and occupants of the Rental Air Space Parcel than the owners and occupants of the Remainder Lands; and

(e) the Owner and the City have entered into a housing agreement pursuant to Section 483 of the *Local Government Act* in respect of the Rental Air Space Parcel (the "**Housing Agreement**"), which Housing Agreement will be on terms

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and conditions satisfactory to the City, and without limitation may include terms and conditions respecting the following:

(i) the form and tenure of the Rental Units;

(ii) the City's requirements for the Development with respect to the Rental Use Zoning Policy;

(iii) the availability of the Rental Units to certain classes of persons identified in the Housing Agreement;

(iv) the administration and management of the Rental Units, including the manner in which the Rental Units will be made available to persons who meet the qualification requirements specified in the Housing Agreement;

(v) rent rates that may be charged, and the rates at which these may be increased over time, which may be different for different classes of persons identified in the Housing Agreement;

(vi) the terms upon which ownership of the Rental Air Space Parcel may be held, including who will own the Rental Air Space Parcel, and that the Rental Air Space Parcel will not be sold, leased or otherwise disposed of to a third party unless such third party enters into an assignment and assumption agreement with the Owner and the City, in a form and content satisfactory to the City, by which the purchaser or transferee will unconditionally assume all of the Owner's obligations under this Agreement; and

(vii) any other terms or conditions that the City may require; and

(f) such other agreements the City may require with respect to the Rental Air Space Parcel and the Rental Units.

3.0 RELEASE AND INDEMNITY

3.1 The Owner hereby agrees to waive, remise, release, discharge, indemnify and save harmless absolutely the City and all City Personnel from and against all damages, losses, costs (including legal costs on a solicitor-and-client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit, loss of use, and damages arising out of delays) and expenses of every nature or kind whatsoever which may arise or accrue to the Owner or any person, firm or corporation against the City or any City Personnel arising out of or in connection with, directly or indirectly, or that would not or could not have occurred "but for" this Agreement, including without limitation:

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(a) the construction, maintenance, repair, ownership, lease, license, operation or management of the Lands pursuant to this Agreement;

(b) the grant or exercise of the rights granted to the City under this Agreement;

(c) the withholding or refusal to carry out an inspection, issue any occupancy certificate or grant any consent in accordance with the terms of this Agreement; or

(d) any breach by the Owner of any covenant or agreement contained in this Agreement.

The indemnity and release set out above is an integral part of the Section 219 Covenant herein granted and will survive the termination or discharge of this Agreement.

4.0 MISCELLANEOUS

4.1 No Compensation. The Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or of any obligations on the part of the Owner and its successors in title which at any time may result directly or indirectly from the operation of this Agreement.

4.2 No Fettering and No Derogation. Nothing contained or implied in this Agreement will fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's remedies under any law or in equity, or the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

4.3 Priority. The Owner will do or cause to be done at its expense all acts reasonably necessary for this Agreement to be registered as a first registered charge against the Lands, save only for any reservations, liens, charges or encumbrances:

(a) contained in any grant from His Majesty the King in Right of the Province of British Columbia respecting the Lands;

(b) registered against title to the Lands at the instance of the City, whether in favour of the City or otherwise; and

Docusign Envelope ID: BBEFFE56-EE56-896C-80C8-48B38471C92A

(c) which the City Solicitor has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

4.4 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

(a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;

(b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;

(c) this Agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all its obligations under this Agreement in accordance with the terms hereof; and

(d) the foregoing representations, warranties and covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with respect to the Lands or any other matter whatsoever.

4.5 City's Costs. The Owner acknowledges and agrees that in any action to enforce this Agreement in which any court determines that the position of the City will prevail, the City will be entitled to any court costs on a solicitor and client basis.

4.6 Notices. Any notice or communication required or permitted to be given pursuant to this Agreement will be in writing and delivered by hand or sent by prepaid mail or facsimile to the party to which it is to be given as follows:

(a) to the City:

City of Burnaby
4949 Canada Way
Burnaby, B.C., V5G 1M2

Attention: Director Legislative Services
Fax: 604 294 7537

with a copy to the General Manager Planning and Development and the City Solicitor; and

(b) to the Owner, to the address as set out on the title for the Lands,

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or to such other address or fax number as any party may in writing advise. Any notice or communication will be deemed to have been given when delivered if delivered by hand, two business days following mailing if sent by prepaid mail, and on the following business day after transmission if sent by facsimile.

4.7 Interpretation. The following provisions apply to this Agreement:

(a) the laws of the Province of British Columbia are to govern its interpretation and enforcement;

(b) each of the City and Owner accepts and attorns to the jurisdiction of the courts of the Province of British Columbia;

(c) if a court of competent jurisdiction finds any provision invalid, illegal, or unenforceable, and severs it from the remainder of this Agreement, the remaining provisions of this Agreement are to remain in full force and effect;

(d) time is of the essence, and if the City or Owner expressly or impliedly waives that requirement, the City or Owner may re-instate it by delivering notice to the other;

(e) waiver of a default by the City or Owner or failure or delay by the City or Owner in exercising a right or remedy or enforcing the covenants contained herein does not mean that the City or Owner waives any other default or that the City or Owner has waived its right to exercise such right or remedy or enforce such covenants;

(f) any waiver of a default will only be effective and binding if made in writing and signed by the waiving party and will only apply to the particular breach, violation or other matter waived and will not apply to or extend to any other or subsequent breach, violation or other matter, notwithstanding any rule of law or equity to the contrary;

(g) no amendment or modification is to have any force or effect unless the City and Owner have signed it;

(h) this Agreement represents the entire agreement between the City and Owner regarding the matters set out in this Agreement, and supersedes all prior agreements, letters of intent, or understandings about such matters;

(i) any reference to a statute is to the statute and the regulations made pursuant thereto in force on the date the Owner signs the Form C General Instrument constituting Part 1 of this Agreement, and to subsequent amendments to or replacements of the statute or regulations;

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(j) the captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof;

(k) wherever the singular or feminine is used in this Agreement, it will be construed as meaning the plural or masculine or body corporate where the context so requires;

(l) the exercise of any particular remedy by the City or Owner under this Agreement or at law or in equity will not prejudice or preclude that party from invoking or exercising any other remedy, and no remedy will be exclusive, and each of the City or Owner may exercise all its remedies independently or in combination and, in particular, the Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement;

(m) the City and Owner will do and cause to be done all things and execute and cause to be executed all documents, instruments and agreements that may be necessary to give proper effect to the intention of this Agreement; and

(n) if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this Agreement will be joint and several.

4.8 Enurement. The covenants contained in this Agreement will run with the Lands and will enure to the benefit of and be binding upon each of the parties hereto and their respective successors, assigns, heirs, executors, administrators, and trustees, as applicable.

4.9 Counterparts. This Agreement may be executed in counterpart and compiled for registration as a single document.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as noted on the Form C General Instrument constituting Part 1 of this Agreement on the date written thereon.

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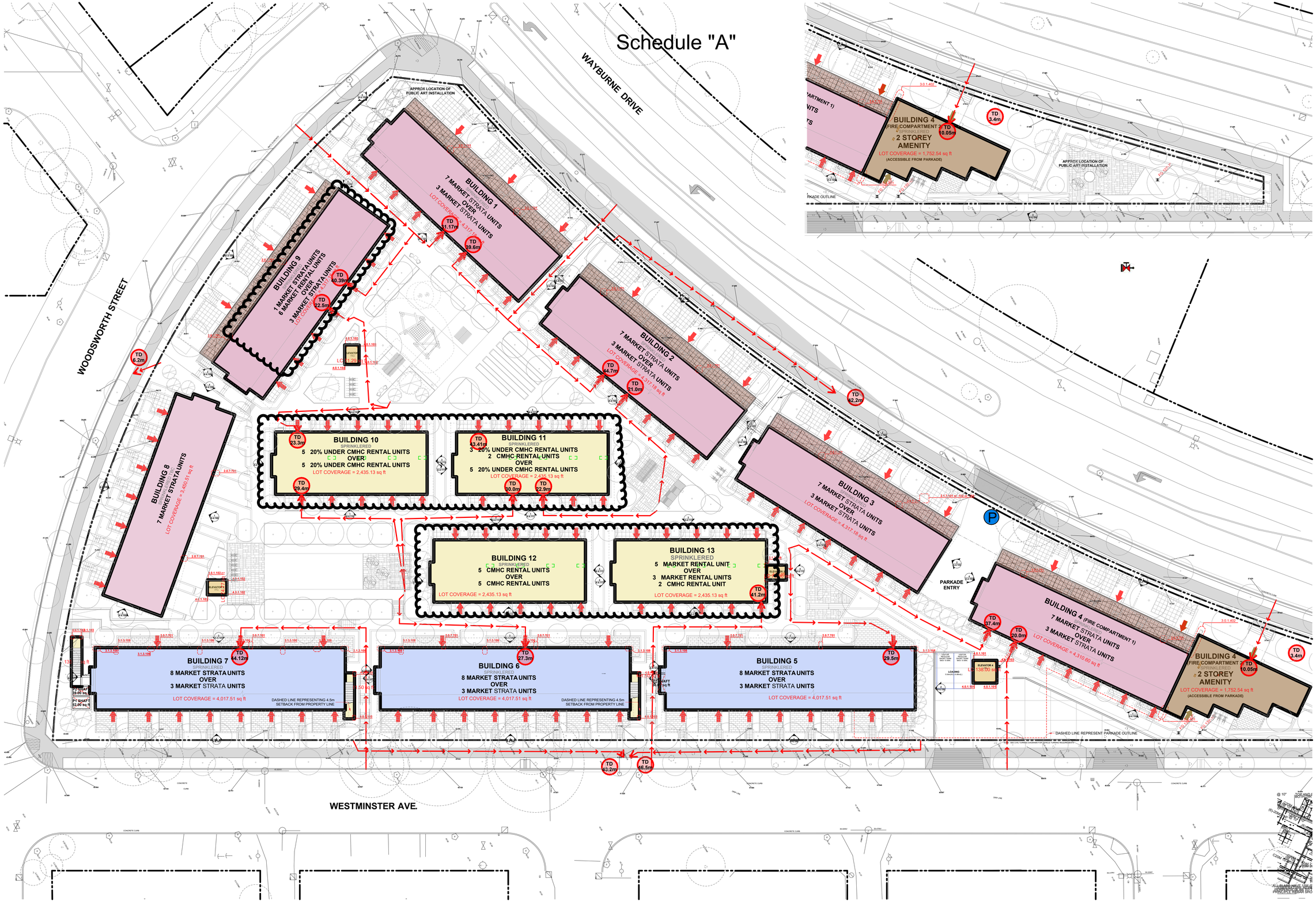
Schedule "A"



1 Site Plan
SCALE: 1:250

Integra
ARCHITECTURE INC.
2330-200 Granville Street
Vancouver, BC, V6C 1S4
www.integra-arch.com
Telephone: 604 688 4220

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[PROJECT TEAM]

[ARCHITECT SEAL]

[CLIENT]

Symphony Homes Limited

[PROJECT]

Wayburne Townhomes

3550 Wayburne Drive
Burnaby, BC

[TITLE]

Site Plan

19502	[PROJECT]
1:250	[SCALE]
2023-04-10	[DATE]
IFT Coordination	[ISSUE]

[DRAWING]

A-1.200

Docusign Envelope ID: BBEFFE56-EE56-896C-80C8-48B38471C92A

Subdivision Reference # 22-08
x.reference Rezoning Reference #19-62

CONSENT AND PRIORITY AGREEMENT

WHEREAS NATIONAL BANK OF CANADA (the "**Chargeholder**") is the holder of a Mortgage and Assignment of Rents encumbering the lands legally described as:

NO PID
Lot 1 District Lot 73 Group 1 New Westminster District Plan EPP124926

(the "**Lands**"),

which Mortgage and Assignment of Rents are registered in the New Westminster Land Title Office under instrument numbers CA9408376 and CA9408377, respectively (together, the "**Charges**");

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT in consideration of the sum of Ten Dollars ($10.00) and other consideration (the receipt and sufficiency of which are hereby acknowledged and agreed to by the Chargeholder):

1. The Chargeholder hereby consents to the granting and registration of the attached Section 219 Covenant (the "**Covenant**") burdening the Lands and the Chargeholder hereby agrees that all of the covenants therein granted will be binding upon its interest in and to the Lands.

2. The Chargeholder hereby grants to the transferee of the Covenant priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charges and prior to the advance of any money pursuant to the Charges.

3. The Chargeholder acknowledges and agrees that the grant of priority is irrevocable, unqualified and without reservation or limitation.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority on Form C above which form is part hereof.

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TOWNLINE
SINCE 1980

Budget Description:	RFP Budget - for "Additional Blocks" (Bldgs 9-13)	Project Name:	Moonlight Sonata
Start Date:	October 1, 2026	Client:	Kingsett Capital
Budget Total:	$12,349,997.95	Procurement Type:	-
	$246,999.96 / Unit	Date Revised:	August 12, 2026 — Revised by: KM
	$291.86 / Sqft		

Project Data:

Number of Units	50	Units
Residential SqFt	42,315	SqFt
Average Residential SqFt	846	SqFt
[Leasable] [Saleable] SqFt	42,315	SqFt
Efficiency ([Saleable] SqFt/ Residential SqFt)	100%	%
Commercial / Retail SqFt	0	SqFt
Common SqFt	0	SqFt
Amenity SqFt	0	SqFt
(Res + Commercial + Common + Amenity) Total SqFt	42,315	SqFt
"Project GFA" (for "Cost per SqFt" Calcs)	42,315	SqFt

Additional Data:

Breakout Duration: Excavation	0	Months
Project Duration: Construction [(incl. Turnover)]	10M 0D	Months
# of Floors (Above grade)	3	
Typical Floor-to-Floor Height	0	
Typical Residential Ceiling Height	0	
Parking Levels	2	
Year to be Completed	2,027	
Lot Size / Site Area	123,684	SqFt
Building Footprint - Based on Level [X] Area	48,885	SqFt
Lot Coverage (%)	40%	

REFERENCE DRAWINGS:

IFC Set

NOTES:

1 **This budget is for the completion of Blocks 9-13 of the Moonlight Sonata project, based on starting from a completed slab with all services brought to the footprint of the units, and assumes any/all "remediation" of unfinished, substandard, or damaged work has completed prior to this mobilization. Budget excludes all excavation, civil work, site work, landscaping, concrete work, parkade work, and elevators.**

2 Schedule (10 months) based on starting from a completed slab below, including all required rough-ins and services.

Division / Description	Current Projected Cost	Unit Cost	Cost per SqFt Project GFA	% Total Project Cost	Notes
1 General Requirements	$713,982.99	$14,279.66	$16.87	5.8%	
2 All Site work	-	-	-	$0.00	
3 Concrete	$161,294.50	$3,225.89	$3.81	1.3%	
4 Masonry	-	-	-	$0.00	
5 Metals	$95,000.00	$1,900.00	$2.25	0.8%	
6 Woods & Plastics	$2,063,706.73	$41,274.13	$48.77	16.7%	
7 Thermal & Moisture Protection	$2,419,620.50	$48,392.41	$57.18	19.6%	
8 Doors & Windows	$578,000.00	$11,560.00	$13.66	4.7%	
9 Finishes	$1,491,313.56	$29,826.27	$35.24	12.1%	
10 Specialties	$34,000.00	$680.00	$0.80	0.3%	
11 Equipment	$350,000.00	$7,000.00	$8.27	2.8%	
12 Furnishings	$56,000.00	$1,120.00	$1.32	0.5%	
13 Special Construction	-	-	-	$0.00	
14 Conveying Systems	-	-	-	$0.00	
15 Mechanical	$2,490,418.36	$49,808.37	$58.85	20.2%	
16 Electrical	$1,245,000.00	$24,900.00	$29.42	10.1%	
DIVISION 1 - 16 - SUB-TOTAL	**$11,698,336.64**	**$233,966.73**	**$276.46**	**95%**	
20 Warranty & Turnover	$150,000.00	$3,000.00	$3.54	1.2%	Warranty Costs
21 Pre-Construction Fee	$116,983.37	$2,339.67	$2.76	0.9%	
23 Insurance	$4,482.00	$89.64	$0.11	0.0%	CGL Insurance
24.2 CM Fee	$380,195.94	$7,603.92	$8.98	3.1%	
25 Escalation & Tariff Allowance					
DIVISION 20 - 25 - SUB-TOTAL	**$651,661.31**	**$13,033.23**	**$15.40**	**5%**	
Total Project Cost	**$12,349,997.95**	**$246,999.96**	**$291.86**		

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DETAILED BUDGET

Code	Description		Budget Amount	Budget Cost / Unit	Budget Cost / SqFt	Qty	Unit	Unit Rate	Details & notes
DIVISION 01 - GENERAL CONDITIONS									
						% of Total Project Cost	**GR Cost per Month**		
DIVISION 01 - GENERAL CONDITIONS TOTAL			**$713,982.99**	**$14,279.66**	**$16.87**	**5.8%**	**$71,398.30**		
DIVISION 02 "A" - REMEDIATION									
DIVISION 02 "A" - REMEDIATION SUB-TOTAL			**-**	**-**	**-**	**$0.00**			
DIVISION 02 "B" - SITE WORK									
02-0145	Bulk Excavation		EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
02-0150	Detailed Excavation		EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
02-0410	On Site Services		EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
02-0420	Offsite Civil Services		EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
						% of Total Project Cost			
DIVISION 02 "B" - SITE WORK SUB-TOTAL			**-**	**-**	**-**	**$0.00**			
DIVISION 02 "C" - LANDSCAPING									
02-0610	Landscaping Soft		EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
02-0620	Landscaping Hard		EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
						% of Total Project Cost			
DIVISION 02 "C" - LANDSCAPING SUB-TOTAL			**-**	**-**	**-**	**$0.00**	**Cost per Landscaped Area:**	**-**	
						% of Total Project Cost			
DIVISION 02 ALL SITE WORK TOTAL			**-**	**-**	**-**	**$0.00**			
DIVISION 03 - CONCRETE									
DIVISION 03 - CONCRETE TOTAL			**$161,294.50**	**$3,225.89**	**$3.81**	**1%**			
DIVISION 04 - MASONRY									
DIVISION 04 - MASONRY TOTAL			**-**	**-**	**-**	**$0.00**			**NOTE: Cladding carried in Division 7, including ledgestone cladding**
DIVISION 05 - METALS									
05-0060	Metal Handrails & Railings	*Aluminum Rails*	$35,000.00	$700.00	$0.83	10.00	Suites	$3,500.00	Balcony Rails & Privacy Screens to Building 9
05-0060	Metal Handrails & Railings	*Aluminum Rails*	$60,000.00	$1,200.00	$1.42	40.00	Suites	$1,500.00	Juliet Balcony Rails to Buildings 10-13
						% of Total Project Cost			
DIVISION 05 - METALS TOTAL			**$95,000.00**	**$1,900.00**	**$2.25**	**1%**			
DIVISION 06 - WOOD & PLASTICS									
06-0010	Framing Labour		$1,354,086.10	$27,081.72	$32.00	42,315.19	SqFt-GFA	$32.00	Includes Supply & Install
06-0025	Misc. Hardware & Fasteners		$29,620.63	$592.41	$0.70	42,315.19	SqFt-GFA	$0.70	
06-0070	General Carpentry		$50,000.00	$1,000.00	$1.18	50.00	Suites	$1,000.00	
06-0075	Backing Material		$25,000.00	$500.00	$0.59	50.00	Suites	$500.00	

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Code	Description		Budget Amount	Budget Cost / Unit	Budget Cost / SqFt	Qty	Unit	Unit Rate	Details & notes
06-0100	Finish Carpentry		$40,000.00	$800.00	$0.95	20.00	Suites	$2,000.00	Studio Units
06-0100	Finish Carpentry		$105,000.00	$2,100.00	$2.48	30.00	Suites	$3,500.00	2BR/3BR/4BR Units
06-0120	Finish Lumber & Material		$40,000.00	$800.00	$0.95	50.00	Suites	$800.00	
06-0150	Cabinets & Vanities		$80,000.00	$1,600.00	$1.89	20.00	Suites	$4,000.00	Studio Units
06-0150	Cabinets & Vanities		$180,000.00	$3,600.00	$4.25	30.00	Suites	$6,000.00	2BR/3BR/4BR Units
06-0160	Stone Countertop		$40,000.00	$800.00	$0.95	20.00	Suites	$2,000.00	Studio Units
06-0160	Stone Countertop		$105,000.00	$2,100.00	$2.48	30.00	Suites	$3,500.00	2BR/3BR/4BR Units
06-0170	Spindles / Handrails		$15,000.00	$300.00	$0.35	30.00	Suites	$500.00	2BR/3BR/4BR Units
						% of Total Project Cost			
DIVISION 06 - WOOD & PLASTICS TOTAL			**$2,063,706.73**	**$41,274.13**	**$48.77**	**17%**			
DIVISION 07 - THERMAL & MOISTURE PROTECTION									
07-0015	Waterproofing - Slabs		EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
07-0020	Waterproofing - Walls		EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
07-0035	Traffic Coatings	*2-Part Coatings*	EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
07-0065	Spray Insulation	*Parkade Spray*	EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
07-0065	Spray Insulation	*Sprayfoam*	$37,500.00	$750.00	$0.89	50.00	Suites	$750.00	For miscellaneous tie-ins and detailing
07-0075	Firestopping		$35,000.00	$700.00	$0.83	50.00	Suites	$700.00	
07-0080	Caulking & Sealants		$15,000.00	$300.00	$0.35	50.00	Suites	$300.00	
07-0110	Roofing - Flat		$668,920.00	$13,378.40	$15.81	19,112.00	SqFt	$35.00	
07-0110	Roofing - Flat	with Pavers	$34,942.50	$698.85	$0.83	776.50	SqFt	$45.00	
07-0160	Gutters & Downspouts		$30,000.00	$600.00	$0.71	4.00	Buildings	$7,500.00	
07-0200	Siding / Cladding		$1,470,716.00	$29,414.32	$34.76	36,767.90	SqFt	$40.00	Include Hardie Panel, Sagiwall, and Ledgestone
07-0230	Soffits		$127,542.00	$2,550.84	$3.01	4,251.40	SqFt	$30.00	
						% of Total Project Cost			
DIVISION 07 - THERMAL & MOISTURE PROTECTION TOTAL			**$2,419,620.50**	**$48,392.41**	**$57.18**	**20%**			
DIVISION 08 - DOORS & WINDOWS									
08-0010	Doors - Interior & Exterior		$156,000.00	$3,120.00	$3.69	30.00	Suites	$5,200.00	
08-0010	Doors - Interior & Exterior		$72,000.00	$1,440.00	$1.70	20.00	Suites	$3,600.00	Studios
08-0030	Door Hardware & Accessories		$15,000.00	$300.00	$0.35	50.00	Suites	$300.00	Taymor Digital Deadbolts to Suite Entries
08-0031	Bathroom Accessories		$24,000.00	$480.00	$0.57	30.00	Suites	$800.00	
08-0031	Bathroom Accessories		$6,000.00	$120.00	$0.14	20.00	Suites	$300.00	Studios
08-0060	Windows Residential - Vinyl		$250,000.00	$5,000.00	$5.91	50.00	Suites	$5,000.00	
08-0200	Mirrors, Shower Doors, Shelves		$45,000.00	$900.00	$1.06	30.00	Suites	$1,500.00	LED Vanity Mirrors (2/3/4BR suites)
08-0200	Mirrors, Shower Doors, Shelves		$10,000.00	$200.00	$0.24	20.00	Suites	$500.00	LED Vanity Mirrors (Studios)

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Code	Description		Budget Amount	Budget Cost / Unit	Budget Cost / SqFt	Qty	Unit	Unit Rate	Details & notes
						% of Total Project Cost			
DIVISION 08 - DOORS & WINDOWS TOTAL			**$578,000.00**	**$11,560.00**	**$13.66**	**5%**			
DIVISION 09 - FINISHES									
09-0015	Boarding & Mudding & Taping		$677,043.05	$13,540.86	$16.00	42,315.19	SqFt	$16.00	
09-0030	Tile		$225,000.00	$4,500.00	$5.32	50.00	Suites	$4,500.00	
09-0031	Nu Heat L & M		$40,000.00	$800.00	$0.95	10.00	Suites	$4,000.00	Market Units only, to Primary and Ensuite Baths (Assumed not to be in Rental units)
09-0050	Flooring		$180,000.00	$3,600.00	$4.25	40.00	Suites	$4,500.00	Based on Laminate & Carpet Flooring (Upgrade-option excluded)
09-0050	Flooring		$65,000.00	$1,300.00	$1.54	10.00	Suites	$6,500.00	Based on Laminate & Carpet Flooring (Upgrade-option excluded)
09-0070	Painting - Interior, Exterior		$179,839.56	$3,596.79	$4.25	42,315.19	SqFt	$4.25	
09-0141	PDI Labour & Material		$60,000.00	$1,200.00	$1.42	50.00	Suites	$1,200.00	
09-0144	Finish Flooring Protection		$20,000.00	$400.00	$0.47	50.00	Suites	$400.00	
09-0150	Final Cleaning		$44,430.95	$888.62	$1.05	42,315.19	SqFt-GFA	$1.05	
						% of Total Project Cost			
DIVISION 09 - FINISHES TOTAL			**$1,491,313.56**	**$29,826.27**	**$35.24**	**12%**			
DIVISION 10 - SPECIALTIES									
10-0320	Wood Shelving		$12,000.00	$240.00	$0.28	10.00	Suites	$1,200.00	
10-0325	Wire Shelving		$16,000.00	$320.00	$0.38	40.00	Suites	$400.00	
10-0450	Lockers & Bike Racks		EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
10-0500	Mailboxes		EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
10-0800	Building Fire Safety Plan		$6,000.00	$120.00	$0.14	4.00	Buildings	$1,500.00	
						% of Total Project Cost			
DIVISION 10 - SPECIALTIES TOTAL			**$34,000.00**	**$680.00**	**$0.80**	**0%**			
DIVISION 11 - EQUIPMENT									
11-0300	Suite Appliances	Rental 2-4BRs	$180,000.00	$3,600.00	$4.25	30.00	Suites	$6,000.00	Samsung
11-0300	Suite Appliances	Market	$95,000.00	$1,900.00	$2.25	10.00	Suites	$9,500.00	Fisher & Paykel
11-0300	Suite Appliances	Rental Studios	$45,000.00	$900.00	$1.06	10.00	Suites	$4,500.00	Samsung
11-0301	Suite Appliance Installation		$20,000.00	$400.00	$0.47	50.00	Suites	$400.00	
11-0328	D/W Panel Install		$2,500.00	$50.00	$0.06	10.00	Suites	$250.00	Market Units only
11-0329	Fridge Panel Install		$7,500.00	$150.00	$0.18	10.00	Suites	$750.00	Market Units only
						% of Total Project Cost			
DIVISION 11 - EQUIPMENT TOTAL			**$350,000.00**	**$7,000.00**	**$8.27**	**3%**			
DIVISION 12 - FURNISHINGS									
12-0150	Window Blinds		$48,000.00	$960.00	$1.13	40.00	Suites	$1,200.00	

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Code	Description	Budget Amount	Budget Cost / Unit	Budget Cost / SqFt	Qty	Unit	Unit Rate	Details & notes
12-0150	Window Blinds	$8,000.00	$160.00	$0.19	10.00	Suites	$800.00	
					% of Total Project Cost			
DIVISION 12 - FURNISHINGS TOTAL		**$56,000.00**	**$1,120.00**	**$1.32**	**0%**			
DIVISION 13 - SPECIAL CONSTRUCTION								
DIVISION 13 - SPECIAL CONSTRUCTION TOTAL		-	-	-	**$0.00**			
DIVISION 14 - CONVEYING SYSTEMS								
14-0100	Passenger Elevators	EXCL	$0.00	$0.00				Excluded - considered part of budget for Site and Parkade
					% of Total Project Cost			
DIVISION 14 - CONVEYING SYSTEMS TOTAL		-	-	-	**$0.00**			
DIVISION 15 - MECHANICAL								
15-0100	Plumbing	$1,200,000.00	$24,000.00	$28.36	50.00	Suites	$24,000.00	
15-0300	H.V.A.C.	$1,100,000.00	$22,000.00	$26.00	50.00	Suites	$22,000.00	
15-0500	Fire Protection	$190,418.36	$3,808.37	$4.50	42,315.19	SqFt-GFA	$4.50	All buildings understood to be sprinklered
					% of Total Project Cost			
DIVISION 15 - MECHANICAL TOTAL		**$2,490,418.36**	**$49,808.37**	**$58.85**	**20%**			
DIVISION 16 - ELECTRICAL								
16-0100	Electrical	$1,100,000.00	$22,000.00	$26.00	50.00	Suites	$22,000.00	
16-0355	Light Fixtures - Suites	$120,000.00	$2,400.00	$2.84	50.00	Suites	$2,400.00	
16-0600	Telephone Wiring	$25,000.00	$500.00	$0.59	50.00	Suites	$500.00	In-Suite Pre-Wire for Telus/Rogers
					% of Total Project Cost			
DIVISION 16 - ELECTRICAL TOTAL		**$1,245,000.00**	**$24,900.00**	**$29.42**	**10%**			
DIVISION 20 - OPERATING EXPENSES								
20-0100	Deficiency Completion (Post Key-Turnover)	$75,000.00	$1,500.00	$1.77	50.00	Suites	$1,500.00	
20-0200	Warranties	$75,000.00	$1,500.00	$1.77	50.00	Suites	$1,500.00	
					% of Total Project Cost			
DIVISION 20 - OPERATING EXPENSES TOTAL		**$150,000.00**	**$3,000.00**	**$3.54**	**1%**			
DIVISION 21 - PRE-CONSTRUCTION FEE								
21-0100	Pre-Construction Fee	$116,983.37	$2,339.67	$2.76	1.00%		$11,698,336.64	
					% of Total Project Cost			
DIVISION 21 - CONTINGENCY TOTAL		**$116,983.37**	**$2,339.67**	**$2.76**	**1%**			
DIVISION 22 - CASH ALLOWANCE								
DIVISION 22 - CASH ALLOWANCE TOTAL		-	-	-	**$0.00**			

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Code	Description	Budget Amount	Budget Cost / Unit	Budget Cost / SqFt	Qty	Unit	Unit Rate	Details & notes
DIVISION 23 - BONDING & INSURANCE	(Formerly "LEASING COSTS" per ACCOUNTING)							
23-0200	CGL Insurance	$4,482.00	$89.64	$0.11	0.000374	%	$12,000,000.00	
					% of Total Project Cost			
DIVISION 23 - BONDING & INSURANCE TOTAL		**$4,482.00**	**$89.64**	**$0.11**	**0%**			
DIVISION 24 - MANAGEMENT FEES								
24-2410	Construction Management Fee	$380,195.94	$7,603.92	$8.98	3.25%		$11,698,336.64	
					% of Total Project Cost			
DIVISION 24 - MANAGEMENT FEES TOTAL		**$380,195.94**	**$7,603.92**	**$8.98**	**3%**			
DIVISION 25 - ESCALATION ALLOWANCE								
DIVISION 25 - ESCALATION ALLOWANCE TOTAL		**-**	**-**	**-**	**$0.00**			

Appendix “D”

DEVELOPMENT MANAGEMENT AGREEMENT

This **AGREEMENT** dated as of the 29th day of September, 2026

B E T W E E N:

SYMPHONY HOMES (MOONLIGHT SONATA) LIMITED., by AlixPartners Restructuring, Inc., in its capacity as Court-appointed Monitor of the above entity and not in its personal, corporate or any other capacity (the **"Owner"**)

OF THE FIRST PART,

- and -

TOWNLINE DEVELOPMENTS INC. a corporation formed under the laws of British Columbia (the "**Development Manager**")

OF THE SECOND PART

WHEREAS, by an initial Order (the "**Order**") of the Supreme Court of British Columbia (the "**Court**") dated June 12, 2026, as amended and restated from time to time, among other things, AlixPartners Restructuring Inc. ("**Alix**") was appointed as monitor in the Owner's proceedings under the *Companies' Creditors Arrangement Act* (in such capacity, the "**Monitor**");

AND WHEREAS, the Owner wishes to retain the Development Manager to provide certain development management services in respect of the development and construction of the Project, upon the terms and conditions hereinafter set forth;

AND WHEREAS, the Development Manager has agreed to provide certain development management services related to the Project, upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the respective covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by all parties), the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, the following terms have the following meanings:

"**Accountants**" means the accountants retained by the Owner (or on the Owner's behalf) in connection with the Project;

"**Affiliate**" means, in respect of any Person (in this definition, such Person being referred to as the "**Subject Person**"), (i) any other Person, directly or indirectly, Controlling, Controlled by, or under direct or indirect common Control with, the Subject Person; or (ii) any Person under the direct or indirect Control of the same group of Persons as own and Control the Subject Person, in substantially the same ownership proportions.

"**Applicable Law**" means any statute, law, rule, regulation, by-law (zoning or otherwise), order, code, common law, approval, permit, licence, judgment, decree or restriction of any kind whatsoever applicable to the Project, the Lands, the Owner, the Development Manager or their respective Affiliates, as applicable.

"**Approval**" has the meaning ascribed to it in Section 6.1.

"**Approval of the Owner**" and "**Approved by the Owner**" means approved or authorized by the Owner in writing.

"**Approved Consultants**" means a consultant retained by the Development Manager to provide construction and/or development advisory services to the Development Manager and/or a consultant retained by the Development Manager to provide accounting services for the Project.

"**Architect**" means an independent licensed architect, qualified to practice in the applicable Province and agreed to by the Owner and engaged by the Owner.

"**Arm's Length**" has the meaning attributed to such term for the purposes of the *Income Tax Act* (Canada).

"**ASPE**" means the accounting standards for private enterprises, as amended from time to time.

"**Assumption Phase**" means the final stage in the development process when the municipality formally assumes responsibility for municipal services and infrastructure, which may occur following the successful completion of the Municipal Maintenance Period, all deficiencies have been addressed, and final inspections and approvals are granted.

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

"**City**" means the City of Burnaby.

"**Closing**" means the date upon which this Agreement is executed and delivered by the parties hereto.

"**CMA**" has the meaning ascribed to it in Section 2.7.

"**Construction**" means the construction of the Project.

"**Control**" or "**control**" for the purposes of this Agreement is determined based on the following:

(a) in the case of a corporation, a Person controls such corporation if securities to which are attached more than 50% of the votes that may be cast to elect directors of such

corporation are beneficially owned by such Person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of such corporation;

(b) in the case of a limited partnership, the general partner of such limited partnership controls such limited partnership;

(c) in the case of a trust where the trustees have discretionary powers in respect of the trust assets, a Person controls such trust if it has the right to elect or appoint a majority of the trustees of such trust;

(d) in the case of a Person other than a corporation, limited partnership or trust referred to in any of clauses (a) to (c) above, a Person controls such Person if it possesses, directly or indirectly, at least a majority ownership interest in such Person and has the power to determine the policies and conduct of the management of such Person; and

(e) a Person who directly or indirectly controls another Person (being the power to direct and manage or cause the direction of management of the policies of a Person) is deemed to control any Person which is controlled, or deemed to be controlled, by such other Person;

and the words "**Controlled**" and "**Controlling**" have corresponding meanings.

"**Development Budget**" means, from time to time and as applicable:

(a) the budget for the preparation of the Project Development Plan as contemplated in Schedule D, section 2, as may be amended by the Owner in consultation with the Development Manager;

(b) the budget for the obtaining of zoning approvals for the Project; and

(c) the detailed and comprehensive budget for the Construction as contemplated in the Project Development Plan, including, without limitation, all Construction and design costs and expenses which are reasonably required to complete the Project in accordance with the Project Development Plan and zoning approvals, including without limitation, all required labour, materials, contracts and subcontracts;

in each case, as Approved by the Owner on a quarterly basis, and with modifications to each budget as Approved by the Owner; (provided that the parties acknowledge and agree that the Development Manger's obligations hereunder will occur in the sequence set forth above).

"**Development Costs**" means the total development costs for the Project, including all actual direct costs associated with rezoning the Lands and development of the Project.

"**Development Management Fee**" has the meaning ascribed to it in Section 2.2(a).

"**Development Manager**" has the meaning ascribed to it in the recitals.

"**Development Schedule**" means the schedule Approved by the Owner setting forth development timelines, as it may be amended, supplemented or replaced from time to time with Approval by the Owner by notice from the Owner to the Development Manager.

"**Emergency**" means a condition or circumstance occurring in or about the Lands or the Project which, if not remedied immediately, would result, with reasonable certainty or probability, in damage to the Lands, the Project, or other property or in physical injury or death or in a breach of Applicable Law or requirements of any Governmental Authority.

"**Force Majeure**" means any *bona fide* delay beyond the control of the parties, including those resulting from regional labour disruptions, labour disruptions arising from trade wide strikes or work stoppages or labour disruptions at public authorities that prevent the timely processing of approvals, consents and permits, acts of God, wars, insurrections, terrorism or the response of civil authorities thereto, or extreme or extraordinary weather conditions, or any stop work order, other order, legislation, measures, or direction, issued by any governmental or other body having jurisdiction over the Project, in respect, related to, or resulting from the novel coronavirus disease as referenced by the World Health Organization, and any related virus, disease or waves.

"**Governmental Authority**" means any national, federal, state, provincial, county, municipal, district or local government or government body, or any public, administrative or regulatory agency, political subdivision, commission, court, arbitral body, board or representative of any of the foregoing, foreign or domestic, of, or established by, any such government or government body which has authority in respect of a particular matter or any quasi-governmental body having the right to exercise any regulatory authority thereunder.

"**HPA**" means the *Homeowner Protection Act* (British Columbia), as amended or re-enacted from time to time, including any regulations thereunder.

"**GST**" means the tax imposed under Part IX of the *Excise Tax Act* (Canada), as amended or re-enacted from time to time, provided that in the event that any similar tax has previously been, or is hereafter, introduced by any federal or provincial government in replacement thereof or in addition to, all references to "GST" and "*Excise Tax Act* (Canada)" shall apply, mutatis mutandis, with respect to such tax and its payments, including without limitation, goods and services tax or similar value added tax.

"**KingSett**" means KingSett Mortgage Corporation.

"**KingSett Obligations**" means all indebtedness, obligations, and liabilities owing to KingSett by the Owner, including all accrued interest thereon through to the completion of the Project, and all fees, costs, and expenses of KingSett (including, but not limited to, legal fees and disbursements) incurred through to the completion of the Project, provided however, that to the extent any Priority Obligations are credit bid or assumed at any time, such Priority Obligations (including any interest that would have been payable or continued to accrue following such credit bid or assumption, but for such credit bid or assumption) shall constitute KingSett Obligations for the purpose of this Agreement notwithstanding the credit bidding or assumption thereof.

"**Lands**" means the lands and premises on which the Project is to be constructed as more particularly described in SCHEDULE C – LEGAL DESCRIPTION OF LANDS.

"**Municipal Maintenance Period**" means the period following the initial completion and certification of municipal infrastructure (e.g., roads, sewers, watermains), during which the Owner remains responsible for maintenance and warranty of the works.

"**Operating Expenses**" means all reasonable expenses, calculated without duplication or mark-up, incurred by the Development Manager which are included in the Development Budget, or are otherwise Approved by the Owner in writing, and which directly relate to the provision of the Project Development Services.

"**Owner**" has the meaning ascribed to it in the recitals.

"**Owner Indemnitee**" has the meaning ascribed to it in Section 7.1.

"**Parties**" and "**parties**" means the Owner and the Development Manager.

"**Party**" and "**party**" means the Owner or the Development Manager.

"**Person**" means and includes any individual, general partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, joint stock company, association, trust, trust company, bank, pension fund, trustee, executor, administrator or other legal personal representative, regulatory body or agency, Governmental Authority or other organization or entity, whether or not a legal entity, however designated or constituted.

"**Phase One**" means the underground parkade and Blocks 1 to 5 and Blocks 9 – 13, as shown in SCHEDULE E – PHASED PLAN, as it may be amended, supplemented or replaced from time to time with Approval of the Owner by notice from the Owner to the Development Manager.

"**Phase Two**" means any additional required work to the underground parkade and Blocks 6 to 8, as shown in SCHEDULE E – PHASED PLAN, as it may be amended, supplemented or replaced from time to time with Approval of the Owner by notice from the Owner to the Development Manager.

"**Phased Occupancy**" means arranging for a phased occupancy of any blocks that have existing presales while construction on other blocks is still underway.

"**Priority Obligations**" means an amount sufficient to effect the repayment of: (i) all KingSett Obligations; and (ii) any claims that are in priority to the KingSett Obligations, including any amounts secured by court-ordered charges.

"**Project**" means the residential project to be known as "Moonlight Sonata", inclusive of Phase One and Phase Two, to be constructed on the Lands in accordance with the Development Budget, the Project Development Plan and the Development Schedule.

"**Project Completion Date**" has the meaning ascribed to it in Section 3.1.

"**Project Development**" means the development and construction of the Project.

"**Project Development Plan**" means the plans and specifications for the development of the Project and Construction Approved by the Owner, as it may be amended, supplemented or replaced from time to time with Approval of the Owner by notice from the Owner to the Development Manager.

"**Project Development Services**" means, collectively, the services in respect of the Project Development described in SCHEDULE D – SERVICES.

"**PST**" means the provincial sales tax imposed under the *Provincial Sales Tax Act* (British Columbia), as amended or re-enacted from time to time.

"**REDMA**" means the *Real Estate Development Marketing Act* (British Columbia), as amended or re-enacted from time to time, including any regulations thereunder.

"**Specified Persons**" means city staff, designers, trades, suppliers, contractors and consultants.

"**Stipulated Rate**" means the rate per annum equal to the floating annual rate of interest established from time to time by The Toronto-Dominion Bank as the reference rate used to determine rates of interest payable by its borrowers on Canadian dollar commercial loans made in Toronto and payable on demand and designed by such bank as its prime rate plus 2% (calculated daily and compounded monthly).

"**Total Completion**" means the date when all servicing required for the Project Development or any phase thereof has been completed in compliance with all Applicable Laws, when all buildings and improvements contemplated in the Project Development Plan have been constructed in compliance with all Applicable Laws and in accordance with the Project Development Plan; when any and all deficiencies have been rectified; and when all building and other permits related to the Construction or any phase thereof, have been issued, finalized and closed, without outstanding conditions (including, without limitation, the expiry of applicable construction lien periods and satisfaction of holdback requirements), all as certified by the Architect. For clarity, Total Completion shall not include the Development Manager's obligations or responsibilities during the Municipal Maintenance Period or the Assumption Phase.

1.2 Interpretation.

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires:

(a) this "**Agreement**" means this Development Management Agreement as it may from time to time be supplemented or amended by one or more agreements entered into in writing pursuant to the applicable provisions hereof;

(b) the words "**herein**", "**hereof**" and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement;

(c) the headings are for convenience of reference only and do not form part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(d) the word "**including**", when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "**but not limited to**" or words of similar import) is used with reference thereto but rather refers to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

(e) reference to any action required to be taken, or amount to be paid, on any day which is not a Business Day shall be taken or paid, as the case may be, on the first Business Day next following such date and no interest shall accrue as a result of such delay in payment;

(f) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or regulations; and

(g) all amounts and payments under this Agreement shall be in Canadian dollars.

1.3 Severability.

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

ARTICLE 2
APPOINTMENT OF DEVELOPMENT MANAGER

2.1 Appointment and Services.

The Owner hereby appoints the Development Manager as an independent contractor to provide the Project Development Services, and the Development Manager hereby agrees to provide the Project Development Services, in accordance with and subject to the terms and conditions set forth in this Agreement. The Development Manager covenants and agrees to perform the services and functions to be performed by it hereunder as a prudent development manager in keeping with the highest industry standards of development managers of first class projects in the City, as more particularly described under SCHEDULE D – SERVICES, attached hereto. The Development Manager represents to the Owner that its personnel are qualified and that it possesses the necessary experience and expertise to enable it to perform the services and duties hereunder.

2.2 Development Fee.

(a) In consideration of all the Project Development Services rendered or to be rendered by the Development Manager hereunder, the Owner shall pay to the Development Manager a development management fee for Phase One of the Project, equal to $40,000.00 per month for the first six (6) months following the date of this Agreement (the "**Initial Development Management Fee**"). Following the expiration of the initial six (6) month period, the development management fee will be $28,500.00 per month until the closing of the units for sale in Phase One of the Project, or such earlier date of termination of this Agreement (the "**Subsequent Development Management Fee**", together with the Initial Development Management Fee, collectively referred to as the "**Development Management Fee**").

(b) If the Owner proceeds with Phase Two of the Project, the Subsequent Development Management Fee, being $28,500.00 per month, will continue to apply until the closing of the units for sale in Phase Two of the Project, or such earlier date of termination of this Agreement. Notwithstanding the aforesaid, if the Owner requests any additional Project-accretive initiatives, the development management fee, with the consent of the Owner, will revert to the Initial Development Management Fee, being $40,000.00 per month, for the duration of time during which the requested additional Project-accretive initiatives are being developed and/or implemented, all parties acting reasonably.

(c) The Development Manager shall earn an additional one (1) month of the Development Management Fee, at the rate equal to the Subsequent Development Management Fee, on a one-time only basis, to account for managing occupancy and registration processes for purchasers and/or tenants in the Project. For certainty, if (i) the Owner does not proceed with Phase Two of the Project, the additional one (1) month of the Development Management Fee, as contemplated in this subparagraph (c) will be payable within sixty (60) days following the closing of those units for sale in Phase One that are subject to executed agreements of purchase and sale (and for which the purchaser is willing and able to close) as of the date of the occupancy permit issued for Phase One of the Project, and (ii) the Owner proceeds with Phase Two of the Project, then the additional one (1) month of the Development Management Fee, as contemplated in this subparagraph (c) will not be payable in accordance with subparagraph (i) above, but will be payable within sixty (60) days following the closing of those units for sale in Phase Two of the Project that are subject to executed agreements of purchase and sale (and for which the purchaser is willing and able to close) as of the date of the occupancy permit issued for Phase Two of the Project.

(d) The Owner acknowledges that there may be additional fees incurred by the Development Manager in each phase, following the closing of units for sale in Phase One and Phase Two of the Project and prior to the Project Completion Date, including without limitation, reducing and releasing letters of credit (the "**Post Closing Services**"). Any Post Closing Services to be carried out by the

Development Manager and the Post Closing Fee (as hereinafter defined) shall be Approved by the Owner, acting reasonably, and the Development Manager shall be paid a fee on an hourly rate basis, between $150.00 to $250.00 per hour (the "**Post Closing Fee**"). For certainty, the Development Manager will perform any Post Closing Services, and be paid a Post Closing Fee, for a period of not more than six (6) months following the closing of the units described in subparagraph (c) above in Phase One or Phase Two of the Project, as applicable.

(e) Payment of all amounts invoiced by the Development Manager to the Owner shall be due within 30 days of the date when such invoices are delivered by the Development Manager to the Owner, unless such invoices are being contested or negotiated between the Owner and Development Manager, in good faith. Invoices that are not are being contested or negotiated by the parties as aforesaid, and not paid when due, shall bear interest, from the date due until paid, at the Stipulated Rate.

(f) For further clarity, it is acknowledged by the Development Manager that this is an extremely complicated distressed project and that the schedules discussed between the parties, as well as complications that may be encountered on projects of this nature, are included in and accounted for within the Development Management Fee. In the event that the Development Schedule is extended and that the schedule extension is caused by material changes to the site plan, or architectural plans, after the date this Agreement is executed, then an amendment to the fees shall be made in accordance with Section 2.2(b) above.

(g) It is agreed that no 10% construction lien holdback shall be applied to the Development Management Fee.

(h) Unless expressly listed in this Agreement, or otherwise agreed to by the Owner, the Development Manager shall not be entitled to be reimbursed for all Operating Expenses. All Operating Expenses are included in the Development Management Fee.

(i) If the Development Manager is successful in achieving all Owner requested Project-accretive measures and initiatives, the Development Manager will be entitled to an incentive of up to Two Hundred and Fifty Thousand Dollars ($250,000.00) (in this section, the "**Project Accretive Fee**"). The actual Project Accretive Fee will be determined by the Owner, acting reasonably, taking into consideration final rental rates for units made available to lease in Phase One or Phase Two of the Project, cash contributions required by the City and other reasonable factors.

The Project Accretive Fee, if any, will be paid by the Owner to the Development Manager within thirty (30) days of the approval by the City of revisions to the City requirements for the Project.

(j) Notwithstanding anything to the contrary in this Section 2.2 or this Agreement, if, in the reasonable opinion of the Owner, the Development Manager has failed, or is failing to fulfill its obligations and duties as described in this Agreement, including without limitation, Sections 2.5, 2.6 and 2.8 herein, the Owner shall provide written notice of such failure to the Development Manager. If within fourteen (14) days following receipt of such written notice, the Development Manager has not rectified or remedied the failure as described in the notice, the Owner, acting reasonably, shall have the right to reduce or otherwise abate the Development Management Fee, or such other fees, owing in accordance with Section 2.2 and this Agreement, by a reasonable amount, as determined by the Owner. Notwithstanding the foregoing, if the Development Manager reasonably requires longer than such fourteen (14) days to rectify or remedy the failure, then the Development Manager shall be granted such longer period of time as may be required by the Development Manager so long as the Development Manager has commenced curing such default within the initial fourteen (14) day period and thereafter diligently continues to rectify or remedy the failure.

2.3 Personnel.

The Development Manager shall properly and competently perform the Project Development Services in a timely manner in accordance with prudent management practice and make reports, in accordance with this Agreement, to the Owner. The Development Manager shall use due care and diligence in the selection, training, and supervision of all employees necessary to be employed by the Development Manager in order for the Development Manager to so perform the Project Development Services. The Development Manager shall ensure that sufficient personnel with appropriate levels of experience shall be available at all times as reasonably necessary to properly provide the Project Development Services. Without limiting the foregoing, the Development Manager shall, at its sole expense (except if such expense is properly included in the Development Budget):

(a) ensure that designated personnel are assigned to the Project. The designated personnel described in this subparagraph (a), cannot, unless they resign from, or their employment is terminated for cause by, the Development Manager, be replaced and/or reassigned, unless Approved by the Owner;

(b) comply with all obligations to or in respect of its employees including compliance with all applicable employment standards, human rights, health and safety, labour relations (if applicable), workers' compensation, pay equity legislation and all other legislation applicable to its employees;

(c) comply with all collective agreements and collective bargaining obligations, if any;

(d) if, and as applicable, use reasonable commercial efforts so as to avoid labour problems by the handling of grievances and complaints from the employees and their bargaining agents in a timely manner;

(e) if, and as applicable, use reasonable commercial efforts to avoid any type of labour disruption and keep the Owner fully advised in a timely manner of the status of collective bargaining or other circumstances which could lead to a labour disruption;

(f) in the event that the Development Schedule is extended and that the schedule extension is caused by material changes to the site plan, or architectural plans, after the date this Agreement is executed, then any reasonable and appropriate amendments to the fees related to the extended Development Schedule shall not be unreasonably withheld;

(g) remit Employment Insurance, Canada Pension Plan and Workers' Compensation payments and other similar statutorily required payments and provide satisfactory proof thereof to the Owner as and when requested by the Owner;

(h) make all other payments to or on behalf of its employees in a timely manner and in accordance with its contractual and statutory obligations;

(i) use reasonable commercial efforts to ensure its employees are competent and properly trained and supervised to perform their duties in a safe and efficient manner and work in compliance with all Applicable Laws and with the policies and directives of the Owner, in each case pertaining to the Project, and in accordance with this Agreement, including the standard of care as described in Sections 2.1 and 2.8 herein; and

(j) use reasonable commercial efforts to request that all of the subcontractors engaged by the Development Manager in respect of the Project and such subcontractor's employees carry out the foregoing obligations.

2.4 Subcontracting.

The Parties hereby acknowledge and agree that, unless authorized by the Owner, the Development Manager shall not have the right to subcontract their obligations under this Agreement, including to an Affiliate of the Development Manager; and in the event that all or part of the Development Manager's scope or work herein is subcontracted it shall not relieve or release the Development Manager from any of its obligations under this Agreement.

2.5 Role and Authority of Development Manager.

The Development Manager shall be responsible for making development recommendations to the Owner and for performing the Project Development Services, and the decisions in respect of the Project shall, at all times, be made only when Approved by the Owner as provided herein, except as expressly delegated to the Development Manager hereunder.

In connection with its duties under this Agreement, the Development Manager shall:

(a) keep proper and separate books of account and records for the development and construction of the Project and arrange for their year end audit at the expense of the Owner, if so requested;

(b) upon written request of the Owner from time to time, submit a report to the Owner, not less frequently than quarterly, specifying in reasonable detail the status of the Project and the costs incurred to date;

(c) upon written request of the Owner from time to time, to submit to the Owner, not less frequently than quarterly, a report of the Architect and the quantity surveyor certifying the status of completion of construction work (unless it is unable to do so because the Architect or quantity surveyor fail to deliver such report, despite the Development Manager using all commercially reasonable efforts to ensure the Architect or quantity surveyor, as applicable, do so);

(d) provide clerical and administrative services as may reasonably be required to carry out any of its duties hereunder;

(e) provide the Owner with written notice of any meeting(s) with any Specified Person(s) (including Approved Contractors) as soon as practicable after the scheduling of same, which, for the avoidance of doubt, the Owner shall be entitled to attend along with such other Person(s) that the Owner wishes to attend such meeting(s);

(f) maintain a file sharing site that is at all times accessible to the Owner and the DIP lender in the Owner's ongoing proceedings under the *Companies' Creditors Arrangement Act;* and

(g) provide monthly reports to the Owner summarizing progress on the Project including an update and summary of all consultant reports, city inspections and other noteworthy items.

2.6 Role and Authority of Development Manager – Decision Making.

Notwithstanding that the Development Manager is responsible for the day-to-day activities of the Project, the Development Manager and the Owner agree that no action will be taken or permitted to be taken by the Development Manager in respect of or within the scope of any of the matters listed immediately below, each of which constitute a "**Major Decision**", unless such actions are first approved by the Owner in writing. For clarity, it is expected that the Development Manager provide recommendations on "Major Decisions", including any investigations as may be appropriate that are needed for such recommendations. The following actions each constitute a "Major Decision":

(a) entering into construction agreements with trades and suppliers by the Owner, unless such agreements relate to the construction manager's "Division 1" costs;

(b) terminating any trades that were in place prior to the Order;

(c) modifying the nature or scope of the Project in any material manner, including without limitation any material increase or decrease to the size of any building or phasing of the Project;

(d) the determination of any phases of the Project;

(e) any material modification or change to the Project proforma;

(f) the expenditure of any funds in the Project proforma unless previously authorized by the Owner;

(g) any material modifications to the Project's design or the Project Development Plan;

(h) any changes to the Development Schedule which would materially delay the date of substantial completion of any phase of the Project;

(i) the entering into any material agreements by the Owner, such as marketing agreements;

(j) the filing, amendment or delivery of any disclosure statement or other document required under REDMA;

(k) the enrolment of any new home forming part of the Project with a warranty provider under the HPA, including the selection of the warranty provider and the terms of any home warranty insurance policy;

(l) the termination of any material agreements, including any trades and suppliers;

(m) the terms and conditions of any development, financial or other similar agreement to be entered into with any Governmental Authority relating to the Project by the Owner;

(n) the selection and approval of all major consultants and professional advisers and major subcontractors, including but not limited to the Architect, Project consultants and Project contractors, as well as the terms and conditions of their engagement;

(o) settling any Claim of the Owner or commencing any action or legal proceeding on behalf of settling any Claim of the Owner or commencing any action or legal proceeding on behalf of the Owner;

(p) settling the terms of and entering into any agreements for the Project financing;

(q) submitting any outstanding site disclosure statement, including without limitation, certificates of compliance (if any are required); and

(r) any matter outside the ordinary course of business.

2.7 Overlap with the Construction Management Agreement.

The parties acknowledge that the Development Manager or its Affiliate has also been engaged as the construction manager for the Project and that there is a construction management agreement (the "**CMA**") in place between the Owner and Townline Construction Inc. (the "**Construction Manager**"). The parties acknowledge that the duties of the Construction Manager under the CMA may in some cases be duplicative of or partially overlap with the Development Manager's duties. To the extent that there is any such duplication, the Development Manager agrees that it will be primarily responsible for development matters and that neither the Development Manager, nor the Construction Manager shall raise the underperformance of either party as a reason for any delays, non-performance or defective performance.

2.8 Duty of Care.

(a) In carrying out its duties and performing the Project Development Services and observing and performing its covenants and obligations hereunder, the Development Manager shall at all times act honestly and in good faith.

(b) The Development Manager shall at all times keep the Owner fully and properly informed on all matters which may properly be considered as material to the interests of the Owner and/or the Project.

(c) Subject to the foregoing, the Development Manager shall not be required to devote its full time and attention to the affairs of the Owner but need only devote such time as it may deem appropriate or necessary to discharge their duties under this Agreement in a responsible manner; provided that they shall not favour any other endeavours to the detriment of the Owner.

2.9 Compliance with Instructions

The Development Manager will implement or cause to be implemented and carry out all decisions from time to time which are Approved by the Owner in respect of the Project. Should any decision required to be made by the Development Manager in respect of the Project not be specifically provided for in this Agreement, the Development Manager will obtain the prior Approval of the Owner in respect of such decision, except in the case of an Emergency, including a life threatening situation or a situation where the Project or any adjoining property is in imminent danger of suffering material damage, when the representatives of the Owner cannot, after reasonable efforts in the circumstances by the Development Manager, be located for the purpose of granting approval, in which case the Development Manager, acting reasonably, will take whatever minimum action is required to (i) protect the Project from damage or the Owner and/or the Development Manager from liability, and (ii) minimize damage to the Project. Immediately thereafter, the Development Manager will provide written notice to the Owner of the Emergency and the Development Manager's response. Nothing in this Agreement shall be construed so as to authorize the Development Manager to make any decision or take any action or make any expenditure which contravenes or is inconsistent with the Development Budget, and unless the contrary is expressly provided, no such decision, action or expenditure shall be taken or made with

respect thereof until such authorization in accordance with the Owner has been obtained. The Development Manager shall not bind the Owner unless it is Approved by the Owner.

2.10 Payment of Project Costs and Construction Liens

The Owner will be responsible to make all payments when due under all contracts with respect to or relating to the Project and for the disbursement of all Development Costs. The Development Manager shall be responsible for ensuring that the Owner receives all information reasonably required by the Owner so that the Owner can fulfill its aforementioned obligations. To that end, the Development Manager will submit to the Owner statements of payments due under the aforementioned contracts and Development Costs on a monthly basis as the Project proceeds, itemizing the amounts required from the Owner and each respective due date thereof. The Development Manager will make supportive invoices or other documentation available at the offices of the Development Manager with respect to any such requested payments together with all requests for funding.

The Development Manager will, at the sole cost and expense of the Owner and if so directed by the Owner, take all reasonable steps to cause any and all construction liens related to the construction of the Project which may be registered against or otherwise affect the Project, to be discharged or vacated from the title to the Lands either by payment directly to the claimant or by payment into the court of appropriate jurisdiction for an amount sufficient to obtain an order from such court discharging and vacating the said construction liens within fifteen (15) days after notice to the Development Manager of any claim or lien. The Development Manager will advise the Owner immediately upon becoming aware of the existence of any such construction lien.

2.11 REDMA Compliance.

It is acknowledged and agreed that the Owner may retain Townline Marketing Inc. ("**Townline Marketing**"), an Affiliate of the Development Manager, as the sales, leasing and marketing manager for the Project, pursuant to a sales, leasing and marketing agreement (the "**Marketing Agreement**"). The terms and conditions of the Marketing Agreement will be determined after the Owner approves the Project Development Plan. Without limiting the foregoing the terms and conditions of the Marketing Agreement will include an indemnity in favour of the Owner similar to the indemnity contained in Article 7 herein. Without limiting the foregoing, Townline Marketing will be required to comply with REDMA to the extent it engages in "development marketing" (as defined in REDMA) on behalf of the Owner in connection with the Project. The Development Manager shall promptly notify the Owner and the Monitor if the Development Manager becomes aware of any material non-compliance with REDMA by Townline Marketing, or of any investigation, inquiry or proceeding by any Governmental Authority relating to Townline Marketing's compliance with REDMA.

2.12 HPA Compliance.

Without limiting the obligations and responsibilities of the Development Manager set out in Sections 2.5 and 2.6, and to the extent applicable, the Development Manager represents, warrants and covenants that the Development Manager will assist the Owner or Monitor, as applicable to comply with the requirements of the HPA:

(a) so that all units forming part of the Project are enrolled with a warranty provider in a home warranty insurance policy that complies with the requirements of the HPA;

(b) so that all units forming part of the Project meet the qualifications and development requirements set out in the HPA, are registered and enrolled for the purposes of the HPA and all license fees, to the extent applicable, under the HPA are fully paid;

(c) so that all information required to be disclosed to any purchasers of any units in the Project pursuant to the terms of the HPA are provided in accordance with the terms of the HPA;

(d) to promptly notify the Owner or Monitor, as applicable, of any material non-compliance with the HPA or any investigation, inquiry or proceeding by any Governmental Authority relating to the Project's compliance with the HPA, to the extent that it becomes aware of same; and

(e) to ensure that any builder of the Project under the purview of the Development Manager is registered and licensed pursuant to the terms of the HPA.

The Development Manager shall cooperate with the Owner in connection with any warranty claims made under the HPA, including providing access to records, coordinating inspections, and facilitating the remediation of any defects covered by the home warranty insurance, to the extent within the possession or control of the Development Manager.

ARTICLE 3
TERM

3.1 Term.

Unless terminated earlier in accordance with the provisions of Section 3.2 or Section 3.3 below, the term of this Agreement shall commence as of the date hereof and shall continue until the last to occur of (in this section, such date being, in each case, the applicable "**Project Completion Date**"):

(a) the date that is one (1) year following the date of Total Completion thereof;

(b) delivery to the Owner in triplicate all warranties, manuals and as-built drawings relating to the Project; and

(c) the release of any and all security (including any and all bond(s)) that may be required by a warranty provider or insurer for the purposes of providing the warranties set out in the HPA in respect of the Project.

Notwithstanding the foregoing, termination of this Agreement will not release either of the parties from any obligations incurred prior to the date of such termination and remaining outstanding as of the date of Project Completion Date.

3.2 Termination by the Owner

This Agreement may be terminated by the Owner on notice from the Owner to the Development Manager if:

(a) the Development Manager fails, in a material manner, to observe or perform any covenant or condition contained herein on its part to be observed or performed and, after notice in writing has been given by the Owner to the Development Manager specifying such default, together with reasonable details thereof, and requiring the Development Manager to rectify same, the Development Manager shall fail to rectify such default within a period of thirty (30) days or such longer period of time as may be required by the Development Manager so long as the Development Manager has commenced curing such default within the initial 30-day period, provides the Owner with a plan (the "Plan") acceptable to the Owner for the cure of the default, and the Development Manager rectifies the default in accordance with the Plan;

(b) any one of the following shall occur:

(i) the Development Manager admits its inability to pay its debts generally as they become due, or not pay its debts generally as they become due;

(ii) the Development Manager files an assignment or petition in bankruptcy or a petition to take advantage of any insolvency statute or make an assignment or proposal for the benefit of its creditors;

(iii) any proceedings are taken for the winding-up, liquidation or dissolution of the Development Manager;

(iv) the Development Manager consents to the appointment of a receiver, receiver-manager or other Person with similar powers of itself or of the whole or any substantial part of its properties;

(v) the Development Manager has been adjudged bankrupt or insolvent by a court having jurisdiction in the premises or a decree or order of the court having jurisdiction in the premises shall have been entered for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy of the Development Manager or for the winding-up or liquidation of the Development Manager's affairs or issuing sequestration or process of execution against the Development Manager or against a substantial part of the property of the Development Manager, and such decree or order shall remain in force undischarged or unstayed for a period of thirty (30) days; or

(vi) the Development Manager has committed an act of gross negligence, fraud, or willful misconduct.

Notwithstanding anything to the contrary above, the Owner will have the right, in its sole, absolute and unfettered discretion, to terminate this Agreement effective immediately on

the date the Owner delivers termination notice to the Development Manager for a reason stated in Section 3.2(b).

3.3 Termination by the Development Manager

This Agreement may be terminated by the Development Manager on notice from the Development Manager to the Owner if:

(a) the Owner fails to pay to the Development Manager, the Development Management Fee within thirty (30) days following receipt of written notice from the Development Manager to the Owner advising the Owner that such Development Management Fee is outstanding, unless such amounts are outstanding because they are being contested or negotiated in good faith, in accordance with the terms of the Section 2.2(d) herein;

(b) the Owner fails, in a material manner, to observe or perform any other covenant or condition contained herein on its part to be observed or performed and, after notice in writing has been given by the Development Manager to the Owner specifying such default, together with reasonable details thereof, and requiring the Owner to rectify same, the Owner shall fail to rectify such default within a period of thirty (30) days or such longer period of time as may be required by the Owner so long as the Owner has commenced curing such default within the initial 30-day period; or

(c) the Owner has committed an act of gross negligence, fraud or willful misconduct.

3.4 Obligations Upon Termination

(a) The Development Manager shall forthwith upon termination, or as soon as is practicable thereafter:

(i) pay over to its successor, as directed by the Owner, all moneys collected and held for the account of the Owner pursuant to this Agreement after deducting any accrued compensation and reimbursement for its expenses to which it is then entitled;

(ii) deliver to the Owner a full accounting, including a statement of all moneys collected by it and a statement of all moneys held by it, and a statement of all moneys paid by it, covering the period following the date of the last accounting furnished to the Owner; and

(iii) deliver to and where applicable transfer into the name of its successor, as directed by the Owner, all property and documents, including all books of account and records kept pursuant to Section 6.3, of the Owner held in the name or custody of the Development Manager.

(b) Upon termination of this Agreement the Owner shall:

(i) cause the successor to the Development Manager under this Agreement to assume all contracts and obligations (other than employment contracts or obligations) entered into or undertaken by the Development Manager on behalf of the Owner (other than with any Person not at arm's length with the Development Manager) within the scope of its authority and indemnify the Development Manager against any liability by reason of anything done or required to be done under any such contract or obligation after the date of termination of this Agreement;

(ii) reimburse or pay for and indemnify and save harmless the Development Manager from the costs and expenses of all Project Development Services which may have been arranged by the Development Manager or as a result of this Agreement and which may not have been paid by the Owner at the time of termination; and

(iii) subject to Subsection 3.4(a)(i), pay to the Development Manager all Development Management Fees due and owing as compensation for the Project Development Services rendered pursuant to this Agreement provided that any fees payable monthly or yearly by the Owner to the Development Manager shall be pro-rated and paid on a partial year or partial month basis, as the case may be.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Development Manager.

The Development Manager represents, warrants, and covenants as follows to and in favour of the Owner and acknowledges and confirms that the Owner is relying upon such representations, warranties and covenants:

(a) the Development Manager has full power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms of this Agreement;

(b) the Development Manager has taken all necessary action to authorize the creation, execution, delivery and performance of this Agreement and to observe and perform the provisions of this Agreement in accordance with its terms;

(c) this Agreement has been duly authorized, executed and delivered by the Development Manager and constitutes a legal, valid and binding obligation of the Development Manager enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and general principles of equity; and

(d) the Development Manager holds and shall maintain the registrations and filings (and any amendments thereto and renewals thereof) necessary for the conduct of

its business and has and shall continue to have all licences and permits necessary to carry on its business and activities and its obligations hereunder.

4.2 Representations and Warranties of the Owner.

The Owner represents, warrants, and covenants as follows to and in favour of the Development Manager and acknowledges and confirms that the Development Manager is relying upon such representations, warranties and covenants:

(a) subject to the granting of the Order contemplated in Section 10.15, the Owner has full power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms of this Agreement;

(b) subject to the granting of the Order contemplated in Section 10.15, the Owner has taken all necessary action to authorize the creation, execution, delivery and performance of this Agreement and to observe and perform the provisions of this Agreement in accordance with its terms; and

(c) subject to the granting of the Order contemplated in Section 10.15, this Agreement has been duly authorized, executed and delivered by the Owner and constitutes a legal, valid and binding obligation of the Owner enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and general principles of equity.

ARTICLE 5
INSURANCE

5.1 Insurance.

Throughout the term of this Agreement or any renewal thereof, the Development Manager, on behalf of and at the cost of the Owner, shall take out and keep in full force and effect such insurance which is appropriate for developments such as the Project, or as may otherwise from time to time be required of the Owner, including:

(a) Commercial General Liability;

(b) unless otherwise Approved by the Owner, public liability insurance in the minimum amount of Ten Million Dollars ($10,000,000), covering both bodily injury (including death) and property damage. It is understood and agreed that such insurance shall be deemed secondary to any project specific Wrap-up Liability insurance maintained for this Project; in an amount not less than required by Applicable Law of the Province of British Columbia, covering all employees of the Development Manager engaged in any work performed in connection with this Agreement;

(c) Comprehensive Automobile Liability if the services to be performed in connection with this Agreement shall require use of a motor vehicle, in the minimum amount of One Million Dollars ($1,000,000), combined single limit; and

(d) such other insurance reasonably required by the lender under any project financing agreement and/or reasonably requested by Owner.

The Development Manager shall provide the Owner with certificates evidencing the Development Manager's compliance with the requirement of this Section 5.1. The insurance coverage provided for above shall be subject to the Owner's prior approval. Specific to Commercial General Liability insurance, the Owner and any lenders designated by Owner shall be named as additional insureds.

ARTICLE 6
OWNER

6.1 Approvals

Except as otherwise set out in this Agreement, all approvals, directions, authorizations or consents (each an "**Approval**" and collectively, "**Approvals**") required pursuant to the terms of this Agreement shall be given by the Owner to the Development Manager in writing within ten (10) Business Days following receipt of a written request for Approval from the Development Manager, or such longer period as may be necessary in the circumstances and agreed to by the Owner and the Development Manager. The Development Manager shall provide the Owner with sufficient detail to enable the Owner to exercise an informed judgment with respect thereto. As soon as practicable thereafter, the Owner shall give the Development Manager notice that it either consents to or approves, or does not consent to or approve, the proposed action (setting forth any reasons therefor if it does not so consent or approve).

6.2 Notice of Amendments.

The Development Manager shall provide the Owner with copies of any amendments to the Development Budget, Development Schedule and/or Project Development Plan promptly upon any such amendments taking effect.

6.3 Inspection of Books and Records.

Subject to Section 3.4 hereof, during the term of this Agreement and for a period of five (5) years after the termination of this Agreement, the Development Manager shall keep its records, and those records that it maintains for the Owner at its principal office and shall make such records available for inspection by the Owner.

6.4 GST & PST

The parties acknowledge that all fees and other amounts payable under this Agreement are taxable supplies under the *Excise Tax Act* (Canada) and shall bear GST and each party to this Agreement covenants to remit to the party making the supply any GST owing on such supply when the consideration for such supply is paid and such party to whom any GST is remitted shall further

remit such GST to the applicable Governmental Authority. In particular and without limiting the foregoing, all fees and other amounts payable under this Agreement shall bear GST and such GST shall be payable at the time such fees and other amounts are payable.

The parties acknowledge that, as of the date of this Agreement, PST is not payable on the Development Management Fee or other amounts payable under this Agreement as the Project is fully residential in nature. Notwithstanding the foregoing, in the event that PST becomes payable on any fees or other amounts payable under this Agreement, whether as a result of a change in Applicable Law or otherwise, all such fees and other amounts shall bear PST at the applicable rates set out in Applicable Law, and each party to this Agreement covenants to remit to the party making the supply any PST owing on such supply when the consideration for such supply is paid, and such party to whom any PST is remitted shall further remit such PST to the applicable Governmental Authority.

ARTICLE 7
LIMITATION OF LIABILITY AND INDEMNITY

7.1 Limitation of Liability of the Development Manager & Indemnity by Development Manager.

(a) The Development Manager shall not be liable in any way for any default, failure or defect in the Lands if the Development Manager has satisfied the duties and standard of care, diligence and skill set out in Section 2.8. The Development Manager shall be liable for any loss, expense, judgment, award, settlement, reasonable attorneys' fees and disbursements and other costs or expenses incurred in connection with the defence of any actual or threatened action, proceeding or claim ("**Claim**") arising from the willful misconduct, bad faith or negligence of the Development Manager, disregard by the Development Manager of the standard of care it is required to uphold in the performance of its obligations under this Agreement, or in the event of any material breach or default by the Development Manager of its obligations under this Agreement.

(b) The Development Manager shall have no liability to Owner in respect of any Claim for any service, advice, acts or omissions (including, by way of example only and without limitation, services, advice, acts or omissions relating to any development, construction, marketing, sales, leasing and/or ongoing customer care activity in respect of the Project or otherwise, as well as compliance with all Applicable Laws, including without limitation, REDMA and HPA, and any enrolment or disclosure obligations set out therein), labour, work and/or materials of any kind, to the extent provided to the Project at any time by any person or entity other than the Development Manager, the Development Manager's employees, the Development Manager's agents, the Development Manager's contractors and subcontractors and the Development Manager's invitees, unless otherwise specifically provided for herein.

(c) To the extent permitted by Applicable Law, the Development Manager agrees that it shall indemnify and hold harmless the Owner and its Affiliates, and its and their

respective unitholders, shareholders, partners, directors, officers, employees and agents (each, a "**Owner Indemnitee**", and collectively the "**Owner Indemnitees**") from and against any Claim (including without limitation, a Claim arising under Section 2.12 herein) to the extent it arises out of or is based, directly or indirectly, upon the gross negligence, fraud, or willful misconduct by the Development Manager or its unitholders, shareholders, partners, directors, officers, employees, agents or those invitees for whom it is responsible at law in providing the Project Development Services, provided that notwithstanding anything else to the contrary contained herein, the maximum aggregate liability to the Development Manager under this Section 7.1 will not exceed the aggregate Development Management Fee paid to the Development Manager hereunder and provided that the obligation to indemnify stated herein remains subject to the limitations at subparagraphs 7.1(a) and (b).

7.2 <u>In Respect of the Owner</u>

(a) To the extent permitted by Applicable Law, the Owner agrees that it shall indemnify and hold harmless the Development Manager and its Affiliates, and its and their respective unitholders, shareholders, partners, directors, officers, employees and agents (each, a "**Development Manager Indemnitee**", and collectively, the "**Development Manager Indemnitees**") from and against any Claim to the extent it arises out of or is based, directly or indirectly, upon the gross negligence, fraud, or willful misconduct by the Owner or its unitholders, shareholders, partners, directors, officers, employees, agents or those invitees for whom it is responsible at law in connection with its obligations under this Agreement, inclusive of any Claim as described at subparagraphs 7.1(a) and (b).

(b) Each of the Parties acknowledges the obligations of the Owner under this Agreement and that such obligations will not be personally binding upon any of the directors or officers of the Owner, any registered or beneficial holder of shares of units or any beneficiary under a plan of which a holder of such shares or units acts as a trustee or carrier, and that resort will not be had to, nor will recourse or satisfaction be sought from, by lawsuit or otherwise, any of the foregoing or the private property of any of the foregoing in respect of any indebtedness, obligation or liability of the Owner arising under this Agreement, and recourse for such indebtedness, obligations or liabilities of the Owner, as the case may be, will be limited to, and satisfied only out of, the assets of the Owner, as the case may be.

ARTICLE 8
<u>NOTICES</u>

8.1 <u>Notices.</u>

Any notice, communication, payment or demand required or permitted to be given or made hereunder (a "**Notice**" or a "**notice**") shall be sufficiently given or made for all purposes if delivered personally or transmitted by electronic e-mail to the party with a read receipt and\or other form of written acknowledgement from the recipient of such communication, addressed as follows:

(a) If to the Owner:

220 Bay Street, Suite 1300, Toronto, Ontario M5J 2W4

c/o AlixPartners Restructuring, Inc., in its capacity as Monitor

Attention: Noah Goldstein and Murtaza Tallat

Email: noah.goldstein@alixpartners.com; and murtaza.tallat@alixpartners.com

(b) If to the Development Manager:

Townline Developments Inc.

1212-450 SW Marine Drive

Vancouver, B.C.

V5X 0C3

Attention: Dan Jekubik

E-mail: Dan.Jekubik@townline.com

AND

Attention: Daryl Simpson

E-mail: Daryl.Simpson@townline.com

or any other address or addresses that the parties shall advise the other in writing from time to time.

ARTICLE 9
SALES & DÉCOR CENTRE

The parties acknowledge and agree that they will modify this Agreement in the future to include the services to be provided by the Development Manager in relation to a sales and décor centre for the Project.

ARTICLE 10
MISCELLANEOUS

10.1 Assignment of the Agreement by the Development Manager

The Development Manager shall not assign or otherwise alienate its interest in this Agreement, or delegate its duties hereunder without the consent of the Owner, which consent may not be unreasonably and arbitrarily withheld.

10.2 Assignment of the Agreement by the Owner and/or Monitor

The Owner may, without the consent of the Development Manager, assign this Agreement to any purchaser of the Lands or Project or any portions thereof, provided that the assignee/purchaser assumes all of the Owner's obligations under this Agreement and upon such assignment, the Owner shall be released from any and all obligations under this Agreement, to the extent assigned and assumed by the purchaser/assignee. This Agreement will ensure to the benefit of and be binding on the assignee and its respective heirs, executors, legal and personal administrators, successor and permitted assigns.

10.3 Governing Law.

This Agreement and the application or interpretation hereof shall be governed exclusively by its terms and by the laws of the Province of British Columbia and Canada and each party hereto irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia.

10.4 Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

10.5 Binding Effect and Assignment.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, executors, administrators and other legal representatives and, to the extent permitted hereunder, their respective successors and assigns. The Development Manager shall not assign or otherwise transfer or subject to any charge, lien, security interest or other encumbrance this Agreement or any of its rights or obligations hereunder unless Approved by the Owner, which Approval may be unreasonably withheld.

10.6 Strict Performance of Covenants.

The failure of any party to seek redress for a violation of, or to insist upon strict performance of, any provision hereof shall not prevent a subsequent act, which would have originally constituted a violation of such provision or any other provision hereof, from having the effect of an original violation of such provision or any other provision hereof.

10.7 Waiver.

No waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise clearly provided.

10.8 Amendments.

This Agreement may not be modified or amended except by written agreement of the Parties.

10.9 Entire Agreement.

The terms of this Agreement express and constitute the entire agreement between the Owner and the Development Manager with respect to the matters dealt with by this Agreement and no implied covenant or implied liability of any kind which is not expressly stated is created or shall arise by reason of anything contained in this Agreement.

10.10 Further Assurances.

The parties shall from time to time do all such further acts and execute all such further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

10.11 No Partnership.

This Agreement does not create and shall not in any circumstances create or be deemed to create a partnership between the parties. For all purposes of this Agreement, the Development Manager shall be and shall perform its duties as an independent contractor. Nothing in this Agreement shall be construed so as to make the Development Manager an employee or agent or to impose any liability on the Owner in the context of employer or employee, or principal and agent. Except to the limited extent provided in this Agreement, the Development Manager shall have no authority to bind, obligate or represent the Owner.

10.12 Time of Essence.

Time shall be of the essence in all matters pertaining to this Agreement.

10.13 Dispute Resolution.

Any dispute arising out of, in connection with, or relating to the interpretation of this Agreement, or the breach, or the alleged breach of any provision hereof, shall, in the first instance, be resolved by good faith negotiations between the parties hereto, failing which such dispute shall be submitted by the parties to binding arbitration, provided that nothing in this section shall prevent any party from seeking equitable relief, including without limitation injunctive relief, from any court of competent jurisdiction and enforcing any order made pursuant thereto. If either party wishes to have any matter under this Agreement arbitrated, it shall give notice to the other party specifying the particulars of the matter or matters in dispute. The parties agree to select a single arbitrator to determine the matter in dispute. If the parties fail to agree on a single arbitrator within twenty (20) days following the date on which the initial request for arbitration is submitted by the initiating party, then any party may apply to a judge of the Supreme Court of British Columbia pursuant to the *Arbitration Act, SBC 2020* Chapter 2, as amended (the "**Act**"), for the appointment of a single arbitrator on two (2) days' notice to the other party. The arbitration shall be conducted in accordance with the Act. The fees and expenses of such arbitration shall be determined and

allocated between the parties by the arbitrator. Notwithstanding the foregoing, Owner may elect in its sole discretion to have any dispute resolved within the Owner's ongoing proceeding under the *Companies' Creditors Arrangement Act* before the Supreme Court of British Columbia.

10.14 Confidentiality.

The Development Manager agrees that during the period of this Agreement and following the termination of this Agreement, except as required by Applicable Laws (including in this section rules of an organized stock exchange), it shall use Confidential Information (as defined below) only for the purposes of fulfilling its obligations hereunder and that it shall not, except as required by law, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use any Confidential Information for any other purpose whatsoever; provided that this shall not prevent the Development Manager from disclosing Confidential Information to its advisors, accountants, attorneys, provided that in any such case the Person to whom Confidential Information is disclosed is advised of the proprietary nature of the Confidential Information and the restrictions contained in this Section and the Development Manager shall be responsible for any breach of this Section. If the Development Manager is required to divulge Confidential Information in order to comply with filing obligations, as contemplated above, the Development Manager shall deliver to the Owner the information that it has been advised it must disclose in sufficient time for the Owner to provide comments thereon insofar as it relates to provisions to be redacted from the required filing, and the Development Manager shall comply with such request unless advised in writing by counsel that further disclosure is required. The parties hereto shall consult with each other and, if required by the Owner, the Development Manager shall seek confidential treatment for the filing. For purposes of this Agreement, the term "Confidential Information" shall mean the terms of this Agreement, and all other business, financial or other information relating to the conduct of the Project or the Owner that has not been publicly disclosed pursuant to authorization by the Owner) or is already in the public domain or available to the public through other sources other than as a result of a violation of this Section.

10.15 Court Approval.

The Owner's and Development Manager's obligations hereunder are subject to the Owner obtaining an Order of the Court approving this Agreement, which Order must be in form and substance satisfactory to the Owner. The Owner will deliver the Order to the Development Manager promptly upon receipt of same, whereupon each of the Owner's and Development Manager's obligations shall be in full force and effect.

10.16 Limited Recourse.

The Development Manager acknowledges and agrees that Alix is executing this Agreement on behalf of the Owner solely in its capacity as Monitor and not in its personal, corporate or any other capacity and none of the Monitor, Alix or any of their respective directors, officers, agents, servants, representatives or employees shall have any personal, corporate or other liability hereunder or at common law, or by statute, or equity or otherwise as a result hereof. Any claims pursuant to this Agreement shall be limited to and only enforceable against the property of the Owner.

10.17 Force Majeure.

If any act or thing to be done or performed by the parties (except as otherwise provided herein) is subject to Force Majeure, the time for the doing or performance thereof shall be extended for a period equal to the delay or the period for which such Force Majeure operates to prevent the act or thing required to be done or performed from being done or performed, and the Party obligated to do or perform such act or thing shall not be deemed to be in default until the expiration of such time as so expended. Each Party shall promptly notify the other Party of the occurrence of any Force Majeure which might prevent or delay the doing or performance of acts or things required to be done or performed by such Party. The aforesaid provisions do not in any way affect any obligations to pay monies.

10.18 Inspection.

The Owner shall at all reasonable times have access to the Lands, provided that the Owner shall strictly adhere to the Development Manager's health and safety policies then in effect.

10.19 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties shall adopt any signatures received by electronic transmission as original signatures of the Parties.

10.20 Contra Proferentem.

The Parties hereto hereby acknowledge and agree that the *contra proferentem* rule shall not apply to this Agreement such that none of the provisions hereof (regardless of whether such provisions are interpreted to be ambiguous) shall be construed against or interpreted to the disadvantage of either Party.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF this Agreement has been executed by the parties on the date first written above.

SYMPHONY HOMES (MOONLIGHT SONATO) LIMITED, by AlixPartners Restructuring, Inc., solely in its capacity as Court-appointed Monitor of the Owner and not in its personal or corporate capacity, pursuant to the authority granted pursuant to the Enhanced Powers and Stay Extension Order granted July 26, 2026 or any other capacity

By: _____
Name: Noah Goldstein
Title: Managing Director

TOWNLINE DEVELOPMENTS INC.

By: _____
Name: Name1 Dan Jekubik
Title: Title1 CFO
I/We have the authority to bind the Corporation

SCHEDULE A
PRELIMINARY PROJECT BUDGET

[The Development Manager will present a budget for the Owner's consideration no later than October 23, 2026; with the intent of finalizing the budget by November 6, 2026. The parties acknowledge this timeline will provide the Development Manager and the Owner sufficient time to source trade costs to complete the Works and create a realistic baseline budget.]

SCHEDULE B
PRELIMINARY PROJECT TIMELINE

1. October 2026 - Construction starts (subject to permits being in place)
2. Proforma, Budget & schedule finalized - no later than October 2026
3. Phase 1A (Blocks 1-5) - currently targeting ready for occupancy by May 31, 2027
4. Phase 1B (Blocks 9-13) - currently targeting ready for occupancy by July 2027

SCHEDULE C
LEGAL DESCRIPTION OF LANDS

The following comprise the Lands:

PID:

031-982-379

Legal Description:

Lot 1 District Lot 73 Group 1 New Westminster District Plan EPP 124926

Those Lands, municipally known as_municipally known as 3588 Wayburne Drive, Burnaby, British Columbia and legally described as

SCHEDULE D
SERVICES

1. Preliminary Development Plan and Detailed Design

(a) to source all existing drawings, specifications and other relevant Project details;

(b) to work with the consultants to prepare drawings, specifications, documents, schedules to permit the phased closing of Blocks as described in Phase One and Phase Two of the Project. Once the phasing structure is agreed and decided, work to get a phased drawing set issued;

(c) phasing analysis and preparation of phasing plan compliant with all municipal and life safety requirements;

(d) to obtain environmental clearances, zoning assessments, and assessments as to the serviceability of the Lands;

(e) to evaluate possible design alternatives for the selection of the most suitable and economical material and methods to satisfy both the architectural concept and the Development Budget;

(f) to identify any portions of the Project where the design progression is not in line with progress on site, notify the Owner and immediately work on addressing any deficiency; and

(g) re-engagement of consultant team. Requests for proposals and renegotiating, with the Owner's consent, where necessary, for work to continue.

2. Budget

(a) prepare a budget and a project pro-forma detailing projected project revenues and costs based upon prevailing competitive rates and costs in a manner acceptable to the Owner. This proforma is anticipated to include:

(i) a detailed analysis of the revenue expected on a unit by unit type as well a projected sales & leasing velocities;

(ii) hard costs are to be supported by firm commitments and in the event these are unavailable, detailed estimates tied to quantities and unit rates;

(iii) forecasting of overall carrying costs including project interest, Division 1 / General requirements, property taxes, insurance and any other time related expenses;

(iv) forecasting of revenue, with sale and leasing revenue to be forecasted taking into account orientation, suite sizes, layouts, finishes and exposures with sensitivity analysis included.

(b) For clarity, the Development Budget shall be as detailed (if not more detailed), than what would normally be provided by a Quantity Surveying firm to a lender. The Development Budget will be inclusive of all Development Costs.

3. Governmental Approvals

(a) to acquire, or cause to be acquired, all approvals, licences, permits and certificates required for the Project. For clarity, (i) in the event any city/municipal permits have been withdrawn and/or are not in good standing, use all commercially reasonable efforts so they are reinstated promptly, and (ii) to the extent that the Development Manager holds licenses that permit construction to continue, to use such licenses as necessary to ensure construction can continue unabated;

(b) to work with the City on Project-accretive initiatives, including as may be identified or requested by Owner from time to time during the development of the Project Development Plan;

(c) active engagement and negotiation with municipal staff, including support for rezoning amendments, where required;

(d) to prepare, or causing to be prepared, all reports, studies and financial projections for municipal-related matters as may be necessary in connection with the Project;

(e) coordinate applications for site plan approval, minor variances and rezoning;

(f) coordinate the application(s) of and prosecutions for all permits and licenses necessary for the Project;

(g) making applications to the City and other governmental stakeholders to obtain approvals for zoning, site plan, and environmental clearances necessary for the Project;

(h) to register an air space parcel subdivision and/or condominium/strata plan in the Land Title Office following construction of the building(s) on the Lands, if necessary;

(i) to work with the City and the consultants on a Phased Occupancy plan (if a phased development is ultimately included in the Project Development Plan) and oversee and manage consultants as needed in order to arrange for a phased occupancy in accordance with a plan Approved by the Owner; and

(j) to work with the Owner, Monitor, City and issuing bank to obtain the release of letters of credit posted in connection with municipal infrastructure work forming part of the Project, and remaining undrawn, at the time when the letters of credit are to be released and returned in accordance with the terms of the works and services agreement, or covenant or charge, pursuant to which they were first obtained and issued.

4. Development Plan and Design

(a) assist in preparation, or have prepared, design development documents including working drawings and plans and specifications for both the site servicing and vertical construction phases of the Project; and any drawings required for phasing purposes (if applicable);

(b) to evaluate with the Owner all possible design alternatives for the selection of the most suitable and economical material and methods to satisfy both the architectural concept and the Development Budget;

(c) to work diligently with the Owner and design team to promptly address any design related issues that may arise;

(d) Phasing- review the proposed phasing plan with the City and the work of the existing/incumbent code consultant and make recommendations for a replacement/alternative consultation, if necessary.

5. Sales and Marketing Programmes

(a) to assist with such research and market studies to properly plan the sale of the units in the Project;

(b) to prepare and review with the Owner and Monitor suggested price lists for units;

(c) to assist with supervising the work of all marketing firms, lawyers, lead/listing broker and other consultants and contractors, each of which shall be retained by the Owner, in connection with the marketing and sale of units and to co-coordinate the completion of sales transactions and the payment out of funds, in each case in compliance with REDMA, to the extent applicable;

(d) to review of all existing sales agreements, meeting with existing purchasers as required, preparation of satisfactory forms of agreements of purchase and sale in compliance with REDMA;

(e) to manage the pre delivery inspection ("**PDI**") process (or equivalent), including providing the Project with an experienced customer service representative to conduct PDI inspections and addressing any matters that emerge as part of the PDI process, which will be a project cost;

(f) to coordinate individual purchaser closings and move-ins;

(g) to record and track all commissions due;

(h) to reconcile trust deposits with escrow agents on a monthly basis;

(i) to review interim and final statements of adjustments prior to closing;

(j) to maintain detailed and accurate purchaser files and records;

(k) to assist the Owner in the selection of the sales, leasing and marketing manager for the Project including if applicable helping the Monitor prepare an RFP process for this selection.

6. Management, Construction and Occupancy

(a) to fulfill the ongoing responsibilities of a development manager including oversight of key decisions and making recommendations to the Owner in relation to matters such as awarding contracts and evaluating value engineering strategies, ensuring transparency, and aligning construction outcomes with Project objectives;

(b) coordinate and supervise all phases of the development of the Project. Arranging for all temporary measures required in order to phase occupancy as Approved by the Owner;

(c) negotiate with all applicable utility companies, whether public or private, for the utility service to be provided to the Project and for the installation of all utility equipment in connection therewith. Arranging for permanent electrical power is to be treated as a priority;

(d) make recommendations for, if necessary, adjustments to the Development Budget relating to the cost of development and construction based upon matters arising during the course of development and construction;

(e) unless and to the extent completed by the Construction Manager, manage and supervise the tendering and make recommendations for the award of all construction and supply contracts for servicing;

(f) provide accounting and budget control during the term of this Agreement;

(g) make funding requests from the Owner and if not paid directly by Owner to payee, administer the payment of Project costs from funds so provided, by the Owner;

(h) negotiating and implementation of cost sharing agreements and obligations;

(i) managing external consultants;

(j) maintaining books and records;

(k) submitting applications for progress payments to the project lenders;

(l) assist the Owner in the selection of the property manager including if applicable (and the Owner electing not to retain Townline Property Management Corporation, an Affiliate of the Development Manager), helping the Monitor prepare an RFP process to select a property manager.

7. Operation contracts

(a) Assist the Owner in property management startup including assisting the Owner in entering into contracts for:

(i) HVAC;

(ii) Cleaning;

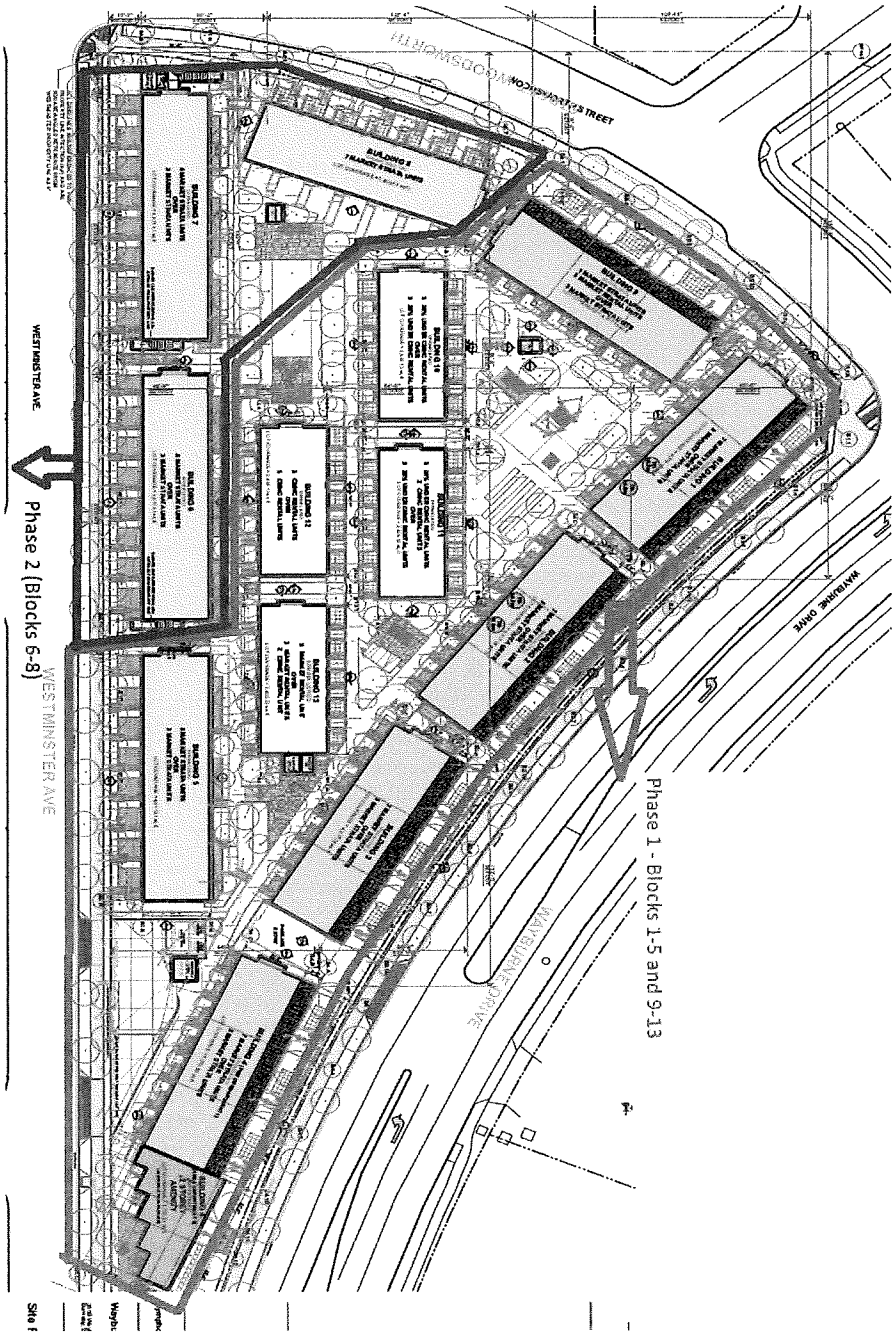
(iii) Submetering;

(iv) Utilities;

(v) Landscaping; and

(vi) Any other items requiring an operation contract, that do not fall under the purview of the property manager.

SCHEDULE E
PHASED PLAN



Appendix “E”

Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) LTD., and 663466 B.C. LTD
Projected Weekly Cash Flow Statement
October 5, 2026 to December 20, 2026
(Unaudited; $CAD Thousands)

		Week Ending											
	Note	11-Oct-26	18-Oct-26	25-Oct-26	1-Nov-26	8-Nov-26	15-Nov-26	22-Nov-26	29-Nov-26	6-Dec-26	13-Dec-26	20-Dec-26	Total
		7 days	*7 days*	*7 days*	*7 days*	*7 days*	*7 days*	*7 days*	*7 days*	*7 days*	*7 days*	*7 days*	
RECEIPTS													
Collections	2	-	-	-	-	-	-	-	-	-	-	-	-
DISBURSEMENTS													
Operating disbursements													
Construction expense - hard costs	3	-	-	-		(2,248)	-	-	-	(2,642)	-	-	(4,890)
Construction expense - soft costs	4	-	-	-		(475)	-	-	-	(418)	-	-	(893)
Other project operating costs	5	(30)	(30)	(30)	(57)	(30)	(5)	(5)	(5)	(32)	(5)	(5)	(235)
Contingency	6	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(110)
Total operating disbursements		(40)	(40)	(40)	(67)	(2,763)	(15)	(15)	(15)	(3,102)	(15)	(15)	(6,128)
Other disbursements													
Professional fees	7	(50)	-	-		(350)	-	-	-	(350)	-	-	(750)
Total other disbursements		(50)	-	-	-	(350)	-	-	-	(350)	-	-	(750)
Total disbursements		(90)	(40)	(40)	(67)	(3,113)	(15)	(15)	(15)	(3,452)	(15)	(15)	(6,878)
Net Cash Flow		(90)	(40)	(40)	(67)	(3,113)	(15)	(15)	(15)	(3,452)	(15)	(15)	(6,878)
Opening cash balance		104	14	201	161	94	181	166	151	136	183	168	104
Net cash flow		(90)	(40)	(40)	(67)	(3,113)	(15)	(15)	(15)	(3,452)	(15)	(15)	(6,878)
DIP financing	8		300	-	-	3,200	-	-	-	3,500	-	-	7,000
DIP fees	9	-	(73)	-	-	-	-	-	-	-	-	-	(73)
Ending cash balance		14	201	161	94	181	166	151	136	183	168	153	153
Interim Financing Facility balance (before accrued interest and fees)		486	786	786	786	3,986	3,986	3,986	3,986	7,486	7,486	7,486	7,486

Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) LTD., and 663466 B.C. LTD
Notes to Projected Weekly Cash Flow Statement
October 5, 2026 to December 20, 2026
(Unaudited; $CAD Thousands)

Purpose and General Assumptions

1. The purpose of the projection is to present a cash flow forecast of Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) LTD., and 663466 B.C. LTD (jointly, the "Debtors") from October 5, 2026 to December 20, 2026 (the "Period") in connection with the Debtors' proceedings under the Companies' Creditors Arrangement Act ("CCAA").

   The cash flow projection has been prepared based on hypothetical and most probable assumptions.

   All capitalized terms not defined herein have the meanings ascribed to them in the Fourth Report of the Monitor.

Hypothetical Assumptions

6. Represents a contingency to account for any unforeseen expenses.

Most Probable

2. Due to the uncertainty regarding the timing of the completion of the unit sales, including the resulting sale proceeds and how those funds are to be applied during the CCAA proceedings, proceeds from any such sale transactions have not been included in this cash flow projection.

3. Represents Phase 1 hard costs, including general requirements, site work, structural, envelope, interior, mechanical and electrical work, and construction management fees.

4. Represents Phase 1 soft costs, including consultants, development costs, and government taxes and levies.

5. Represents various general operating costs including insurance premiums, project security, limited arrear settlements and other expenses.

7. Represents estimated fees of the professionals covered by the Administration Charge.

8. Reflects the Monitor's borrowings in the CCAA Proceedings under the Interim Financing Facility provided by the Interim Lender.

9. Reflects fees payable to the Interim Lender in connection with advances under the Interim Financing Facility.

Appendix “F”

COURT FILE NO.: S-264225
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND IN THE MATTER OF SYMPHONY HOMES (MOONLIGHT SONATA) LIMITED, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., SYMPHONY HOMES (WAYBURNE) LTD., and 663466 B.C. LTD.

MONITOR'S REPORT ON CASH FLOW STATEMENT
(paragraph 23(1)(b) of the CCAA)

The attached consolidated statement of projected cash-flow of Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) LTD. and 663466 B.C. LTD. (collectively, the "Petitioners") as of the 29th day of September, 2026, consisting of a weekly projected cash flow statement for the period October 5th, 2026 to December 20th, 2026 (the "Cash Flow Forecast") has been prepared by the Monitor pursuant to the enhanced powers granted under the Enhanced Powers and Stay Extension Order dated July 29, 2026, for the purpose described in Note 1, using probable and hypothetical assumptions set out in the notes to the Cash Flow.

Our procedures consisted of inquiries, analytical procedures and discussions related to information available to the Monitor. We have considered the support for the probable and hypothetical assumptions and the preparation and presentation of the Cash Flow Forecast.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

a) the hypothetical assumptions are not consistent with the purpose of the Cash Flow Forecast;

b) as at the date of this report, the probable assumptions are not suitably supported and consistent with the plans of the Petitioners or do not provide a reasonable basis for the Cash Flow Forecast, given the hypothetical assumptions; or

c) the Cash Flow Forecast does not reflect the probable and hypothetical assumptions.

Since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow Forecast will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report, or relied upon in preparing this report.

The Cash Flow Forecast has been prepared solely for the purpose described in Note 1 and readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto, ON this 29th day of September, 2026.

AlixPartners Restructuring, Inc.

ALIXPARTNERS RESTRUCTURING, INC.,
solely in its capacity as monitor of
Symphony Homes (Moonlight Sonata) Limited, 1168386 B.C. LTD., 1197030 B.C. LTD., 1197062 B.C. LTD., Symphony Homes (Wayburne) LTD., and 663466 B.C. LTD.