

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE NOTICES OF INTENTION  
TO MAKE A PROPOSAL OF 33 LAIRD INC. AND 33 LAIRD  
GP INC. CORPORATIONS INCORPORATED UNDER THE  
ONTARIO *BUSINESS CORPORATIONS ACT*, AND 33 LAIRD  
LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP  
FORMED UNDER THE ONTARIO *LIMITED PARTNERSHIPS ACT***

**MOTION RECORD OF SCHINDLER ELEVATOR CORPORATION  
(CROSS-MOTION RETURNABLE JUNE 11, 2021)**

June 9, 2021

**BLANEY MCMURTRY LLP**  
Lawyers  
2 Queen Street East, Suite 1500  
Toronto ON M5C 3G5

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Tel: (416) 596-2884  
Email: VArman@blaney.com

Lawyers for Schindler Elevator Corporation

**TO: THE SERVICE LIST**

**ONTARIO  
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TO MAKE A PROPOSAL OF 33 LAIRD INC. AND 33 LAIRD  
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**ONTARIO  
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**NOTICE OF CROSS-MOTION**

**THE MOVING PARTY**, Schindler Elevator Corporation (“**Schindler**”), will make a cross-motion to The Honourable Justice Pattillo on Friday, June 11, 2021, at 10:00 a.m., or as soon after that time as the motion can be heard, at the Superior Court of Justice (Commercial List) at 330 University Avenue, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally by Zoom video conference, with the video conference details attached hereto at Schedule “A”.

**THE MOTION IS FOR:**

- (a) an order abridging and validating the time for service of this Notice of Cross-Motion and Motion Record;
- (b) an order declaring that:
  - (i) Schindler retains all right, title, interest, and ownership in the Elevating Equipment (as that term is defined below);

- (ii) that Schindler is at liberty to, at any time of its choosing during regular business hours, retrieve the Elevating Equipment from the property that is the subject of the agreement of purchase and sale for which the Laird Entities (as that term is defined below) seek Court approval on their motion returnable June 11, 2021;
- (c) an order excluding the Elevating Equipment from the Sale Agreement (as that term is defined below);
- (d) in addition and in the alternative, an order for the interim recovery of personal property pursuant to Rule 44 of the *Rules of Civil Procedure*;
- (e) costs of this motion on a substantial indemnity basis as against any party who opposes this motion; and
- (f) such further and other relief as this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

- (a) 33 Laird Inc., 33 Laird GP Inc. and 33 Laird Limited Partnership (collectively the “**Laird Entities**”) each filed a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act*;
- (b) the Laird Entities were pursuing a real estate development project located at 33 Laird Drive, Toronto (the “**Project**”);
- (c) the Laird Entities or one of them retained Aztec Structural Restoration Inc. (“**Aztec**”) as the general contractor for the Project;

- (d) on or about May 28 2019, Aztec contracted with Schindler for the supply and installation of an elevator to the Project (the “**Schindler Contract**”);
- (e) the total amount of the Schindler Contract is \$101,000 plus HST (prior to change orders);
- (f) pursuant to the Schindler Contract, Aztec paid Schindler a 30% deposit of \$27,270 (being \$30,300 less holdback);
- (g) Schindler’s subsequent invoicing for the supply of materials has not been paid;
- (h) Schindler fabricated the elevator and the related components (collectively the “**Elevating Equipment**”), and delivered them to the Project site. However, the Elevating Equipment is stockpiled on site and no portion of it has been installed;
- (i) pursuant to the express terms of the Schindler Contract, until it is paid, Schindler retains title to the Elevating Equipment;
- (j) the Laird Entities now seek this Court’s approval to complete an agreement of purchase and sale to sell the lands and premises known as 33 Laird Avenue, Toronto and certain chattels thereon (the “**Sale Transaction**”);
- (k) the Sale Transaction purports to sell the Elevating Equipment to a purchaser, notwithstanding that the Laird Entities do not have the right to sell the Elevating Equipment, since they do not own it;

- (l) therefore, if the Sale Transaction is completed without the Elevating Equipment being excluded, Schindler will be required to engage in unnecessary, avoidable, and costly litigation with the Laird Entities and/or the purchaser;
- (m) Schindler remains the owner of the Elevating Equipment, as title to the Elevating Equipment has not passed to Aztec, the Laird Entities, or to any other entity;
- (n) the Laird Entities do not have the right to sell the Elevating Equipment;
- (o) Schindler wishes to retrieve the Elevating Equipment from the subject lands;
- (p) the Elevating Equipment is being unlawfully detained at the Project site;
- (q) it is in the interests of justice that the relief sought be granted;
- (r) Rules 1.04, 2, 3.02, 16, 37, 44, 57, and 60.12 of the *Rules of Civil Procedure*;
- (s) Section 104 of the *Courts of Justice Act*, R.S.O. 1990 c. C. 43; and
- (t) such further and other grounds as counsel may advise and this Honourable Court may permit.

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

- (a) the Affidavit of William Brock sworn June 9, 2021; and

- (b) such further and other evidence as counsel may advise and this Honourable Court permit.

June 9, 2021

**BLANEY MCMURTRY LLP**  
Barristers & Solicitors  
2 Queen Street East, Suite 1500  
Toronto, ON M5C 3G5

**Varoujan Arman** (LSO #60025K)  
Tel: (416) 596-2884  
Email: [varman@blaney.com](mailto:varman@blaney.com)

Lawyers for Schindler Elevator Corporation

**TO: THE SERVICE LIST**

**Schedule A – Videoconference Details**

<https://zoom.us/j/92714130109?pwd=ekl2eTI2YzFPbldwSnJoWWZ4RFBVUT09#success>

Meeting ID: 927 1413 0109

Passcode: 873847

One tap mobile

+17789072071,,92714130109#,,,,\*873847# Canada

+12042727920,,92714130109#,,,,\*873847# Canada

Dial by your location

+1 778 907 2071 Canada

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

Meeting ID: 927 1413 0109

Passcode: 873847

Find your local number: <https://zoom.us/u/adgL8B5YI>

Estate No. 31-2693094

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**AFFIDAVIT OF WILLIAM BROCK**

I, **William Brock** of the City of Toronto, in the Province of Ontario, **MAKE OATH  
AND SAY AS FOLLOWS:**

1. I am the General Manager, Toronto Branch with the cross-moving party, Schindler Elevator Corporation (“**Schindler**”). As such, I have knowledge of the matters to which I hereinafter depose.
2. Where the information in this affidavit is based upon information and belief, I have indicated the source of my information and belief, and do verily believe it to be true.
3. To the extent that any of the information set out in this affidavit is based on my review of documents, I verily believe the information in such documents to be true.
4. Schindler is incorporated pursuant to the laws of Ontario, and carries on business as a manufacturer, supplier, and installer of elevators.



### **Schindler Contract for Manufacture and Installation of Elevator**

5. On or about May 28, 2019, Schindler entered into a contract with Aztec Structural Restoration Inc. (“**Aztec**”) for the manufacture, supply, and installation of a Schindler 3100 passenger elevator (the “**Elevating Equipment**”) (the “**Schindler Contract**”). A copy of the Schindler Contract is attached hereto and is marked as **Exhibit “A”** to this affidavit.

6. Schindler understood that Aztec was the general contractor retained to construct a real estate development located at 33 Laird Drive, Toronto (the “**Project**”) for the owners of that development. Having received service of motion materials returnable June 11, 2021, Schindler understands that the owners and developers of the Project are 33 Laird Inc., 33 Laird GP Inc., and 33 Laird Limited Partnership (collectively the “**Laird Entities**”), and that each of the Laird Entities delivered notices of intention pursuant to the *Bankruptcy and Insolvency Act*.

7. The price payable to Schindler under the Schindler Contract is \$101,000 plus HST (before any change orders). A 30% deposit was required to be paid for Schindler’s engineering and administrative costs. Aztec paid the 30% deposit in the amount of \$30,815.10 (being \$30,300 less holdback, plus HST) in February 2020. Attached hereto and marked as **Exhibit “B”** to this affidavit is a copy of Schindler’s invoice no. 7401464294 for the deposit.

8. Pursuant to the terms of the Schindler Contract, title to the Elevating Equipment does not pass to the purchaser until payment is made to Schindler. In particular, paragraph 21 of the Terms and Conditions to the Schindler Contract provide as follows:

Risk of loss of materials and equipment shall pass to purchaser upon delivery of materials to the site. **Title to materials and equipment shall pass to purchaser upon payment by purchaser to Schindler. (emphasis added)**

- 3 -

9. Schindler manufactured the Elevating Equipment, and in or around August 2020, delivered it to the Project site, at 33 Laird Drive, Toronto.

10. The Elevating Equipment is not custom tailored to the Property, and therefore has commercial value to Schindler as it may be installed elsewhere for other Schindler customers.

### **Schindler's Invoices Unpaid**

11. On or about April 25, 2020, Schindler delivered its invoice no. 7401492935 to Aztec, providing a credit in the amount of \$4,948.72, to reflect a change order. The change order was to adjust the elevator from being a three stop elevator (i.e. number of floors) to a two stop elevator. Attached hereto and marked as **Exhibit "C"** to this affidavit is a copy of the invoice.

12. On or about August 25, 2020, Schindler delivered its invoice no. 7401503137 to Aztec in the amount of \$51,358.50 including HST (and after holdback) for materials. Attached hereto and marked as **Exhibit "D"** to this affidavit is a copy of the invoice.

13. The total invoicing to Schindler to date is \$77,224.88. After crediting the amount paid by Aztec (\$30,815.10), the total outstanding amount owing to Schindler as of the date of this affidavit is \$46,409.78 not including the holdback, or \$54,489.78 inclusive of the holdback. Attached hereto and marked as **Exhibit "E"** to this affidavit is Schindler's Statement of Account as at June 8, 2020.

14. Although the Elevating Equipment was delivered to the Project site, Schindler has not begun its installation. Attached hereto and marked as **Exhibit "F"** to this affidavit is a copy of a photograph of the Elevating Equipment stockpiled at the Project site, taken by Schindler on or about May 18, 2021.

### **Sale Transaction Purports to Sell the Elevating Equipment**

15. Schindler understands, from having been served with the Laird Entities' Motion Record for their motion returnable June 11, 2021, that the Laird Entities seek the Court's approval to complete an agreement of purchase and sale for a sale of the property located at 33 Laird Drive, Toronto (the "**Sale Transaction**"). Schindler understands that the purchaser pursuant to the Sale Transaction is an unrelated group of entities to the Laird Entities (although they bear similar names), being 33 Laird Development Inc. in its capacity as the general partner of 33 Laird Development Limited Partnership (the "**Purchaser**").

16. I understand, from a review of the Motion Record delivered by the Laird Entities, and in particular, the Affidavit of Jason L. Birnboim sworn June 4, 2021, and Exhibit "I" (being the proposed Agreement of Purchase and Sale for the Sale Transaction), that the property that is for sale to the Purchaser is as follows:

- (a) the Lands and all of the assets and undertakings of the Vendor acquired for, or used in relation to, the Lands, including all proceeds therefrom (per sub-paragraph (z) of the "Definitions" section);
  - (i) "Lands" meaning the lands and premises known municipally as 33 Laird Drive, Toronto (per sub-paragraph (w) of the "Definitions" section);
- (b) all of the Laird Entities' **right, title and interest in the Buildings, Lands, Assigned Contracts, Chattels, Records**, Assigned Permits and Assigned Warranties (per sub-paragraph (cc) of the "Definitions" section);
  - (i) "Assigned Contracts" being those Contracts that in accordance with section 14, the Purchaser notified the Laird Entities it wants to assume (per sub-paragraph (d) of the "Definitions" section); and



This is Exhibit "A" referred to in the Affidavit of William Brock sworn of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on June 9, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**VAROUJAN ARMAN**



LAIRD COMMERCIAL DEVELOPMENT, 33 LAIRD DRIVE,  
TORONTO, ON



May 28, 2019

Submitted by: **Tracy Davies**  
**tracy.davies@schindler.com**



## Proposal

Tracy Davies  
416-332-9056

28 May 2019

### Customer Information

Aztec Structural Restoration Inc.  
11 Holland Drive,  
Bolton, ON L7E 1G7

### Project Information

Laird Commercial Development  
33 Laird Drive  
Toronto, ON

Offer #: 200777815

Mike Liburdi:

Schindler Elevator Corporation is pleased to submit our proposal to furnish and install the products listed below in the above building, for the sum of:

**One hundred one thousand and 00/100 CAD \$101,000.00** + HST

### Project Summary:

Qty	Product	Capacity	Speed	Number of stops	Material Delivery date	Customer Handover date
1	Schindler 3100	2500 lb	100 fpm	3	TBA	TBA

### Project Specific Qualifications and Clarifications: (Refer to Appendix A)

*This proposal provides Schindler's Contractual requirements as stated under CONTRACT TERMS & CONDITIONS. Execution of this document provides the option of a binding as a contract.*

Project Address:  
Project ID:  
Opportunity ID:  
Date: 28 May 2019

Schindler Elevator Corporation  
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**Contract Requirements:**

This proposal is based on furnishing our standard equipment as defined by the specification summary and the clarifications noted above and including our attached terms and conditions.

We will require a mutually agreed, fully executed contract, including any attached amendments, final approved drawings, along with payment for pre-production and engineering costs equal to 30% of the above price prior to the release of the elevator equipment for fabrication.

Payment to 90% of the contract value is a requirement precedent to turnover of the equipment.

Schedules are contingent on receipt of approvals, color selections, executed contract, payment schedule and site readiness.

Please note our proposal is valid for (45) days. If a contract is not entered into and/or substantive work is not commenced within such time, Schindler shall be entitled to a change for lost time and /or increased costs, if any.

In the event of governmental changes to applicable tariffs, Schindler reserves the right to adjust the contract price accordingly to account for all additional cost impacts.

Upon execution, this proposal including terms and conditions, will become part of the final contract and will be binding to all parties.

You may indicate your acceptance of our proposal by signing below and returning this document to me.


Respectfully submitted,

**Tracy Davies**

tracy.davies@schindler.com

ACKNOWLEDGED AND ACCEPTED BY

For: Aztec Structural Restoration Inc.

By:   
signature  
(I am authorized to bind the Company)

Mike Liburdi

print name

Title: Project Manager

Date: 2019 / 05 / 28

**Schindler Elevator Corporation**

By: 

Dave Brennan  
Title: **National New Installations Manager**

Date: 6/5/19

Project Address:  
Project ID:  
Opportunity ID:  
Date: 28 May 2019

Schindler Elevator Corporation  
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**Schindler Elevator Corporation**  
**Traction Elevator Specification Summary**

Laird Commercial Development  
 33 Laird Drive  
 Toronto, ON M1M 1

**\$101,000.00 + HST**

**Project Information:**

**Opportunity ID:** 0200777815-A-D  
**Unit(s) in Estimate:** 01  
**Units in Bank:** 01  
**Product Code:** 461  
**Sales Office:** 9815  
**Installation Office:** 9815  
**Negotiation #:** 787198

**Sales Rep Information:**

Tracy Davies  
 3640A McNicoll Avenue  
 Toronto, ON M1X 1  
 Phone: (416) 332-9056  
 Fax: (416) 332-1503  
 Tracy.Davies@schindler.com

<b>Product:</b>	Schindler 3100	<b>Opening Size:</b>	3 Ft. 6.00 In. X 7 Ft. 0.00 In.
<b>Application:</b>	3300 MRL	<b>Cab Height:</b>	7 Ft. 9 In.
<b>Service:</b>	General Purpose	<b>Cab Type:</b>	3300
<b>Capacity:</b>	2500 Lbs	<b>Pit Depth:</b>	5 Ft. 0 In.
<b>Speed:</b>	100 FPM	<b>Overhead:</b>	12 Ft. 7 In.
<b>Travel:</b>	20 Ft. 0.00 In.	<b>Platform Width:</b>	6 Ft. 10 11/16 In.
<b>Cwt Location:</b>	Side	<b>Platform Depth:</b>	5 Ft. 5 3/8 In.
<b>Stops:</b>	3 (2 Front / 1 Rear)	<b>Hatch Width:</b>	8 Ft. 6.00 In.
<b>Doors:</b>	Two Speed Side Opening	<b>Hatch Depth:</b>	6 Ft. 5.63 In.
<b>Power Supply:</b>	600 Volts 60 Hz 3 Phase	<b>Seismic Equipment:</b>	N
<b>Sprinklers In Hoistway</b>	Y	<b>NFPA Code Year</b>	N/A

<u>Cab:</u>	<u>Features:</u>	<u>Entrances:</u>
<b>Cab Walls LH Side:</b> #4 Stainless Steel	Follow IBC - 2012	Emergency Escutcheons
<b>Cab Walls RH Side:</b> #4 Stainless Steel	Audible Gong (Std)	<b>Doors:</b>
<b>Cab Walls Rear:</b> None	Infrared Door Protection (Std)	(3) #4 Stainless Steel
<b>Base, Frieze, Reveal:</b> None	Phase Monitor Relay (Std)	<b>Frames:</b>
<b>Front Return, Transom:</b> #4 Stainless Steel	Independent Service/HES (Std)	(3) #4 Stainless Steel
<b>Cab Doors:</b> #4 Stainless Steel	Top Exit Lock	<b>Sills:</b>
<b>Canopy:</b> Schindler	Parking Feature - Main Floor	(3) Aluminum
<b>Ceiling Type:</b> LED Down Light	FER Door Operator	<b>Sill Mounting:</b>
<b>Ceiling Finish:</b> Stainless Steel #4	T127 Rails	(3) Easy Match
<b>Cab Threshold:</b> Aluminum	Keyed Emergency Stop Switch	
<b>Threshold Extensions</b>	Top Exit Switch	<b>Hall Fixtures:</b>
<b>Handrail Type:</b> Straight	ADA Compliant Phone	Hall Fixtures Type:
<b>Handrail Finish:</b> Aluminum	Sliding Guide Shoes	Jamb Mounted
<b>Handrail Location:</b> Sides	1 Speed Fan	Hall Fixtures Finish:
<b>Handrail Row Qty:</b> 1	2 Hoistway Access Switches	(3) #4 SS Push Buttons
<b>Platform Recess:</b> 0.375	Firefighter's Service Phase 2	(1) Separate FER Switch
<b>Protective Pads:</b> 1 Set(s)	Class B Fire Rating For Cab	(1) Combination H.L. & P.I.
<b>Protective Pads Source:</b> Schindler	Top Exit Guard	
<b>Cab Finished Floor:</b> Other	1 Intermediate Support - by Customer	
<b>Cab Fixtures:</b>	Intermediate Support(s): 1	
<b>Type:</b> Standard	Automatic Evacuation	
<b>Finish:</b> #4 Stainless Steel	Pit Ladder Source: GC	
(1) L.E.D. Car Position Indicator	STM - Regular, No Fire Retardant	
1 Main COP		
(2) Car Lantern(s)		
Certificate Frame		

**New Product Service:**

12 Months, 8 Hours Callback

**This bid is subject to change after forty-five (45) days.**

Visit Our Website at [www.us.schindler.com](http://www.us.schindler.com)


**Schindler**

### Product Procurement & Lead Times

The 'Installation' program periods indicated below is based on a standard working week unless other arrangements and costs are agreed between Schindler and the Customer.

<i>Product Line:</i>	<i>330A (Hydro)</i>	<i>3300- MRL</i>	<i>5500 - MRL</i>	<i>7000 -MR</i>	<i>9300AEXX Escalators</i>
Period / Dates	Weeks	Weeks	Weeks	Weeks	Weeks
Produce Drawings				6	4
Drawing Approval	2**	2**	2**	2**	2**
Manufacturing (Note 1)	5	5	23	23	12
Shipping	3	3	4	9	4
Installation (new)	1Wk / opening + 1Wk / unit commissioning *	1Wk / opening + 1Wk / unit commissioning *	1Wk / opening + 3Wks / unit commissioning *	1Wk / opening + 4Wks / unit commissioning *	3Wks / unit + 2Wks commissioning *

\* Installation period subject to confirmation based on number of units, staging, site conditions and agreed methodology.

\*\* Drawings approval of 2 weeks is indicative only. This responsibility rests with the customer.

**Note 1:** Commencement of manufacturing is conditional upon satisfying all the items below:

1. Agreement and signing of commercial terms & conditions
2. Payment of first invoice
3. Approval of Schindler drawings and
4. Finalization of finishes

Project Address:  
Project ID:  
Opportunity ID:  
Date: 28 May 2019

Schindler Elevator Corporation  
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**Schindler**

## CONTRACT TERMS AND CONDITIONS

### This Proposal is made subject to the following conditions:

- 1 A mutually agreeable form of contract including Schindler Proposal with Terms and Conditions contained herein (fully executed before a manufacturing date can be established in our factory). Any conflict between this Proposal and any other contract documents will be resolved in favor of this Proposal.
- 2 Any indemnity obligation we may have will be limited to the extent of our negligence. We will not accept an upfront duty to defend.
- 3 We will not be liable in any event for direct damages in excess of the amount of our Subcontract, whether in contract or in tort, nor in any event for special, indirect, consequential or liquidated damages for default or delay.
- 4 The purchaser agrees to accept in satisfaction of insurance requirements for the project a standard Schindler Certificate of Insurance. Commercial General Liability Insurance with "per occurrence" limits not to exceed \$5 million.
- 5 Owner/Contractor may purchase Owner's or Contractor's Insurance (i.e. Builders Risk) however there will be no additional costs or credits to Schindler Elevator Corporation with respect to insurance.
- 6 If partial waiver of lien is requested by customer, where applicable under the Construction Lien Act, Schindler will provide a statutory declaration indicating payments received.
- 7 Terms of payment shall be established in accordance with the following Schedule of Values.  
30% of the above sum for engineering and administrative costs, upon presentation of initial invoice; Payment of the initial invoice is a condition precedent to manufacture of materials.  
50% of the above sum upon delivery of materials.  
20% progress payments based upon monthly progress of work. All payments subject to standard 10% holdback.  
Payment of 90% is a condition precedent to equipment turnover. Payments are due within 30 days of invoice.  
10% Holdback due within 45 days of completion.
- 8 Satisfactory reference as to credit must be furnished including bank and bonding company references.
- 9 Schindler shall be entitled to stop work under this agreement in the event of non-payment including change notices by the purchaser as of the date such payment is due. If it becomes necessary for Schindler to demobilize when payments are in arrears, extra costs will apply to remobilize.
- 10 In the case of delay in construction or any other reason for which site is not ready to accept the equipment at time of delivery, you agree to pay for off-site storage of \$1200 per Month per equipment and additional handling should on-site storage not be available. Our Proposal price assumes one mobilization; the charge for each additional mobilization, including if Schindler must demobilize due to work by others not being complete in a timely manner, will be \$3,500. You agree to pay any other increase in cost resulting from delays in construction.
- 11 Should a delay in construction or revisions to schedules beyond those at time of tender, cause us to incur either changed labor rates or material costs (e.g. steel), changes to exchange rates, or government licensing or inspection fees which would otherwise not have been incurred, you will pay for such additional costs.
- 12 You agree to pay, as an addition to the price stated herein, the amount of any tax, or increase of any tax, based upon the sale, use, ownership or possession of equipment imposed by any law enacted after the date of this proposal, or imposed upon you by any existing law. In the event of governmental changes to applicable tariffs, Schindler reserves the right to adjust the contract price accordingly to account for all additional cost impacts.
- 13 If work must proceed under any type of change directive or order to proceed, all subsequent costs and extras shall be formally agreed, approved and finalized in official change orders prior to turnover of equipment.
- 14 If the work for the above project does not proceed for any reason, at a minimum, we will be paid as per the initial invoice for engineering and administrative costs.
- 15 Schindler shall be entitled to terminate all of its responsibilities pursuant to the agreement upon 5 days' written notice of the purchaser's non-payment. In the event of such termination, the purchaser shall retain all of its responsibilities and liabilities pursuant to this contract.

Project Address:  
Project ID:  
Opportunity ID:  
Date: 28 May 2019

Version:



**Schindler**

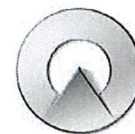
- 16 You will have the hoistway/well way in a safe and proper condition and in conformance to the dimensions contained in the final approval drawings. Our work is assumed to progress uninterrupted and in-sequence, once we start on site. If interrupted or we are forced to work out-of-sequence, extras will apply.
- 17 Other trades' access into hoistway and/or machine room will be allowed only if Schindler's "Request for Access" form is signed by an authorized signing officer of the trade, and all requirements are met. Charges may apply at our standard billing rates if trades require use of running platform in lieu of providing their own devices or if Schindler must return to site after installation.
- 18 Schindler will bear no responsibility for delays or coordination of other trades upon whom we rely in order to complete our scope of work.
- 19 Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the purchaser, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered the contract price and time shall be equitably adjusted by change order upon claim by either party made within **20** days after the first observance of the conditions
- 20 Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, provincial or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
- 21 Risk of loss of materials and equipment shall pass to purchaser upon delivery of materials to the site. Title to materials and equipment shall pass to purchaser upon payment by purchaser to Schindler.
- 22 The price set forth in this Agreement is based upon Schindler's work being performed during regular working hours of regular working days. Purchaser may require overtime subject to Schindler's ability to comply, and Schindler shall be compensated for such work at its standard billing rates. Changes in the scope of work must be agreed upon in writing and the schedule and contract amount adjusted accordingly.
- 23 Notwithstanding anything to the contrary set forth herein, Schindler warrants that the work supplied hereunder will comply with the specifications and Schindler bid qualifications and that there will be no defects in materials and workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. The equipment furnished and installed under our Agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent mechanics, specially trained to service said equipment. Our warranty is not intended to take the place of this normal servicing of the equipment and it is not to be construed that we will provide maintenance service of this type, without charge, except as may be provided in our contract, or that we will correct, without charge, breakage, maladjustment or other issues arising out of maintenance provided by others. Schindler's sole duty under the warranty is to correct the nonconformance or defect at Schindler's expense within a reasonable time after the receipt of notice. The express warranties contained herein are in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose, purchaser's remedies hereunder are exclusive.
- 24 If either party shall default in the performance of its obligations hereunder, the non-defaulting party may send written notice reasonably describing the default. If the defaulting party does not commence to take reasonable steps to cure the default, within **10** days of the date of such notice, the non-defaulting party may terminate upon **10** days' further notice.
- 25 Schindler shall be responsible for maintaining job progress in accordance with a schedule of performance mutually agreed upon by Schindler and purchaser. Any change to the schedule of work shall require Schindler's consent.
- 26 Licensed by Governing Authority - Temporary Use up to the permitted maximum of 6 months

Should the service of the elevator(s) be required before final completion, you agree to pay for any labor and material required for us to arrange the elevator(s) for temporary service and agree to sign our temporary acceptance form and be bound by the terms and conditions thereof and pay all costs of the power and operation and leave the elevator equipment clean and in the same condition in which it was at the time it was placed in service.

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Furthermore, you agree that the completion schedule of each elevator used by you before final acceptance shall be extended by the amount of time necessary (no less than the period of temporary usage), to complete the installation and make final adjustments during regular working hours. During said period of extension, you agree to allow us the uninterrupted use of the car.

You agree that you shall be responsible for any liability or damages arising from the temporary use and operation of the elevator. Costs include \$800 per car per month maintenance, \$1500 re-inspection fee, \$2300 final clean and T&M rates apply to all damages. Protection to be by others.

- 27 Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.
- 28 Schindler reserves the right to make technical modifications - in conformity with technological progress and/or safety regulations - to the products and/or to replace the components with components of equal or superior quality at any time until delivery and without further notice.
- 29 This agreement shall be subject to the laws and regulations of the jurisdiction in which the site is located and the parties hereby consent to the exclusive jurisdiction of the courts of the same.
- 30 Neither party shall be entitled to assign this agreement without the consent of the other, which will not be unreasonably withheld.

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**CLARIFICATIONS:**

**Hoistway, pit and clear overhead dimensions to be as per the attached Specification summary sheets.**

Separate Price of \$2,000.00 per elevator for 16 hours subtrade access.

Pit ladder to be supplied and installed by others.

Protection to be by others.

Power requirements to include (2) disconnects and associated piping and wiring/piping from controller to lobby to be provided by others.

Finished cab flooring to be supplied and installed by others.

A temporary work platform is required for installation of the elevator. It is to be constructed at the top floor of each traction elevator. It must comply with applicable governing codes & regulations. The platform shall be securely fastened to the building structure. Erection, maintenance and removal are by others (reference Schindler shop drawings).

Schindler will be responsible for site cleanup. Schindler will deposit waste in containers provided by others.

**SCHINDLER BID CLARIFICATIONS- WORKS BY OTHERS**

The bid is based on the following work by others unless otherwise stated above

It is understood that the hoistways are to be prepared and properly enclosed, wiring is to be brought to our controller and other conditions, met, as noted in this proposal prior to starting on site.

Due to lead times, site verification cannot be completed prior to delivery. GC is responsible to verify that site is prepared in accordance to final shop drawings.

You agree to furnish the following in compliance with all local and state regulations in sufficient time in order not to delay the installation

All items must be performed or furnished at no cost to Schindler Elevator Corporation ("Schindler") by the Owner or General Contractor or their agents in accordance with all governing codes. The price and installation schedule of Schindler is based on these job-site conditions existing at the beginning and during the installation of the elevator equipment.

All work must be performed per the latest applicable revision of the CSA B44 and/or local codes.

**1.0 Job Conditions**

- 1.1 Acceptable material unloading area within 25ft of hoistway with "rollable" level access (planked or paved) or uninterrupted use of a crane or forklift and operator at no cost to Schindler. Dry and enclosed storage area of adequate size for elevator materials near hoistway. Any warranties provided by Schindler for elevator equipment are null and void if equipment is stored in a manner that does not comply with the requirements as defined above.  
Escalators/Moving Walks: Clear unobstructed level access with appropriate hoisting supports (hitch points, building structure) capable of supporting loads is required for delivery of escalators. Floor supports, shoring, removal of obstructions including ledges, windows, mechanical equipment is by others. Escalators and/or moving walks are not to be used by trades as stairways or access routes. Full protection such as hoarding around escalators is by others if required.
- 1.2 Power for construction adjacent to hoistways and machine/control rooms 220 volt, single phase, for welders and hoists) and sufficient 3-phase power to run elevator(s) at the same time. Refer to section 2.0 electrical and "Schindler Power Data" sheet. The power for construction and permanent 3-phase power must be installed and available prior to the start of elevator installation
- 1.3 All work areas, including hoistway, machine/control room and pit, clear of debris. Maintain minimum temperature of 55°F (13°C). Adequate work area in front of ground floor entrance required. Proper lighting of work areas.
- 1.4 Freestanding and removable construction barricades (per OSHA requirements) either outside of elevator hoistway(s), open hoistway top or between elevators inside of hoistway(s) as required. Barricades located 24" in front of the hoistway openings (refer to the "hoistway preparation" sheet). Openings include landing accesses, open hoistway top (if slab not built) and in general any other opening which may create falling hazard into the hoistway. Barricades shall be erected, maintained, and removed by others.
  - a. Protection from Falls - As required by the (OSHA) a freestanding removable barricade at each hoistway opening at each floor. Barricades shall be 42" high, with mid-rail and kick board, and withstand 200 lbs. of vertical and horizontal pressure.

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- b. Protection from Falling Objects - As required by the (OH & S) hoistway protection from falling debris and other trades materials by either:
  - 1 8 foot screening/mesh in front of all elevator entrances or
  - 2 Secured/controlled access to all elevator lobbies (lock and key) with posted notice only elevator personnel beyond this protection
- 1.5 A temporary work platform is required for installation of the elevator. It is to be constructed at the top floor of each traction elevator. It must comply with applicable governing codes & regulations. The platform shall be securely fastened to the building structure. Erection, maintenance, and removal are by others. (refer to Schindler layout "Hoistway Preparation"). Where required Schindler Elevator corporation may be engaged in writing by the contracted party to conduct these works. If instructed it shall be considered a variation to the standard scope of works chargeable to the customer for the amount of \$4,600.00 Excluding taxes.  
In addition to the above requirement, and for buildings requiring "Temporary Rail Jumps" prior to completion and dry-in of elevator hoistways, proper overhead protection will be provided by other trades. Schindler will require the following prior to mobilization and installation by our installers:  
Overhead protection decks (Two) will be required for each hoistway requiring the rail jump. The required overhead protection decks must be securely fastened to the building structure and must include a water tight membrane. Erection, maintenance, and removal of the temporary work platforms and overhead protection decks will be by others.  
Detailed drawings will be provided by Schindler. Final elevations to be determined by General Contractor and Schindler superintendent. Work platforms and overhead protection decks must comply with applicable governing codes & regulations.
- 1.6 A crane, provided and paid for by others, may be requested to place the machine, controller, and machine supports (where applicable) into the machine/control room or hoistway overhead prior to enclosing these areas. Coordinate with Schindler field supervisor
- 1.7 Furnish adequate on-site refuse containers for the proper disposal of elevator packaging material. If adequate containers are not furnished, disposal of packaging material shall become the responsibility of the owner.
- 1.8 All cutting, patching and chasing of walls, beams, masonry, plastering work and painting, together with all repairs made necessary by such work.

## 2.0 Electrical

- 2.1a Provide a lockable, fused disconnect switch or circuit breaker suitable for 3- phase power for the elevator control and a separate lockable, fused disconnect switch for car lighting circuit for each elevator. Locate and mark with appropriate signage (CSA C22.1-02 Sections 38-022, and 38-051 to 38-053). Additional requirements: if a sprinkler system is located in the hoistway or control room, the disconnects must be NEMA 3 compliant and the building shall provide a shunt trip activation of the main disconnect triggered by contacts of the fire recall initiating devices (as defined by NFPA). These devices, located in the hoistway or control room, shall provide independent disconnection of electrical power to both main and auxiliary circuits prior to sprinkler activation Refer to "Schindler Power Data" sheets and this section.
- 2.1b If the controller and drive unit are mounted in the hoistway than an ADDITIONAL lockable wall-mounted non-fused disconnect switch in the hoistway, to be located adjacent to the motor controller. This disconnect must also a) be lockable in the closed position with a locking mechanism that cannot be removed from the device and b) have an auxiliary (dry) contact that is positively driven and opens when the switch is opened (see also CSA C22 1 req 38-051 (6))
- 2.2 Provide suitable feeder and branch wiring circuits from the building service to the controller, including main line switch, for signal systems, power operated doors, car lighting and convenience outlets. Refer to "Schindler Power Data" sheets and this section.
- 2.3 Provide:
  - a. Pit - A permanent lighting fixture shall be provided and conform to B44.1-2.2.5. It shall provide illumination of 100lx at the pit floor and the pit platform, when provided. The light bulb should be externally guarded against breakage. Pit light located as defined on our drawings, no less than 32" [0.81m] below bottom landing. Light switch to be provided that is accessible to pit access door. In addition to a light in the pit a GFCE convenience outlet shall be installed in the pit (CSA C22.1-03 Section 38-085)
  - b. Machine / Control Space (if provided) - A permanent lighting fixture shall be provided for machine spaces, machine rooms, control spaces, and control rooms and conform to B44.1 2.7.9.1. It shall provide illumination of 200lx at floor level, standing surface of working platform or at the level of the standing surface when the car is in the blocked position. Light bulb should be externally guarded against breakage. Light switch to be provided that is accessible at the point of entry
  - c. Floor Landings - A permanent lighting fixture should be provided for illumination at the landing sill conforming to B44 2010 2.11.10.2. It shall provide illumination of 100lx at the landing sill. Refer to "Schindler Power Data" sheets and this section.
- 2.4 Provide emergency power transfer switch and power change pending signals as required to master control in machine/control room

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- 2.5 Provide emergency power generator and automatic transfer switch(es) with feeders from ATS contacts to elevator controls. Conduit with fish tape, between control rooms/spaces where sequenced elevator operation is required due to generator capacity.
- 2.6 Follow Schindler Power data provided with construction layouts. Where specified include main and auxiliary disconnects (JH and JH1) in code-approved location as directed
- 2.7 Where appropriate, provide a lockable 13.5" x 15.5" x 3.5" (minimum) metal cabinet with group-1 key to house required electrical schematics and maintenance history documents, wall mounted adjacent to the disconnect switch (by others) at the top landing. The supplier, location, and mounting of the cabinet shall be coordinated with Schindler
- 2.8 NFPA 72 (Fire Apparatus Code) req. 6.1.5.2.2 requires the fire control panel relays that provide the dry contacts to the controller not be located more than 3 feet from the inspection and test panel jamb (where provided).

### 3.0 Hoistway

- 3.1 Hoistway dimensions are always nominal without building tolerance. Clear, plumb, hoistway with variations not to exceed
  - a. Only for a Schindler 3300: 25mm – 0mm up to first 30.5m; Tolerance may increase 0.8mm
  - b. for each additional 3.05m up to a maximum of +50mm  
Only for a Schindler 5500 / Other: +/-25mm for the first 80m rise. Above 80m, a tolerance +/- 45mm is specified. The tolerance of the shaft hoistway is split evenly between front/rear and left/right from the clear hoistway as defined
- 3.2 Hoistway enclosure to be fire rated per national code requirements and applicable building codes (Rule 2.1.1). Hoistway, pit, and overhead dimensions to be as specified on Schindler final layout drawings.
- 3.3 75° bevel guards on all projections, recesses or setbacks over 100mm, except on side used for loading/unloading.
- 3.4 Provide venting of the hoistway per national code requirements and applicable building codes (Rule 2.1.4)
- 3.5 Dry hoistway(s) and machine/control room(s).
- 3.6 If machine room less (MRL) elevator with rear counterweight: Hoistway top open, to allow installation of overhead beams and machine with crane
- 3.7 Firefighter elevators - Emergency power must be provided and protected to maintain a 2-hour fire rating. The building mains and other wiring critical to phase 2 must maintain the 2-hour fire rating.
- 3.8 Where there is a blind hoistway, an emergency door shall be installed at every third floor, but not more than 36' (11m) from sill to sill. The clear opening must be at least 28" (700mm) wide and 80" (2030 mm) high (Rule 2.11.1.2).
- 3.9 Clear, flat, vertical or horizontal surfaces for mounting rail brackets at each floor, in overhead, and intermediate levels (if required) in the same vertical plane as the clear hoistway line. This includes divider beams between cars for multiple elevators in a common hoistway. Rail bracket supports shall not intrude into the clear hoistway line. If applicable, intermediate bracket supports between floor(s) and in the overhead area may be required: Refer to Schindler final layout drawings for maximum bracket spacing and actual support locations.
- 3.10 For masonry block hoistway construction, Schindler will provide rail bracket inserts for installation by others, located in accordance with the Schindler final layout drawings. Where inserts are not used, hollow masonry blocks are not acceptable for bracket fastening: a concrete belt around hoistway or other acceptable support at each floor, in overhead and intermediate levels (if required) must be provided. Minimum slab thickness ranges from 210mm to 460mm depending on bracket characteristics.
- 3.11 Divider Beams to be provided flush and level with landing floors, or sitting top of slab edge and as per Schindler Elevator requirements.
- 3.12 Pockets and bearing plates as per Schindler Elevators requirements, to be provided by others.

### 4.0 Hoistway Front

- 4.1 Blockout/cutout through wall as required, to accommodate hall button boxes, signal fixtures, and hoistway duct. Provide for any repairs such as grouting, patching, painting, or fire proofing. Coordinate blockout/cutout with Schindler field supervisor
- 4.2 If machine room less (MRL) application, hoistway front wall in overhead area must support the weight of the electrical components fixed to this wall. GC to provide structural reinforcements where necessary (e.g. drywall construction) certain configurations may require a pocket recess above the top landing door. Refer to Schindler layout "Hoistway Preparation" for details
- 4.3 Installation of door frames and sills, for masonry hoistway walls at entrances, provide rough opening of 203mm on each side, and 203mm on top of clear opening, referenced from the final floor level, for drywall hoistway walls at entrances: If floor height exceeds the clear door height + 700mm, additional structural support at CDF + 700mm to be installed for entrance strut angle attachment. Walls are to be built after doorframes and sills are set in place.
- 4.4 For sill support fixation: An 203mm flat vertical surface is required below each landing level to fasten the sill support.

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- 4.5 Entrance wall at the hoisting floor should be open the clear width of the hoistway. The hoisting floor is the floor designated to bring elevator equipment into the hoistway for installation.
- 4.6 Grouting around entrance frames and finished floor and grout to sill line after installation of entrance. If applicable, for vertical bi-parting freight entrances, provide channel frames and sills at all openings along with separate disconnect switch and feeder to door control panel. Channel frames to be plumb within 3.2mm for every 2.4m.

## 5.0 Machine/Control Room

- 5.1 Machine/Control rooms shall have clear headroom of not less than 95 3/4" (2.4m). Access to the machine/control room and machinery space (Rule 2.7.3). Door(s) shall be self-closing, self-locking and operable from inside without a key. For machine room less (MRL), a means will be provided to keep the control space door(s) open when required for installation and/or service. Minimum door size 30" x 80" (0.75m x 2.03m) (Rule 2.7.3.4). Consult Schindler final layout drawings for required door sizes.
- 5.2 Where machine/control room(s) are remote from the hoistway, electrical duct runs will be in the overhead/ceiling area. No
- 5.3 provisions are made for underground installation.  
GFCI convenience outlet and telephone outlet located in machine/control room for each elevator (National Electrical Code (NFPA 70 Rule 620-85) or (CSA C22.1-02 Section 38-085)). Dedicated analog telephone line capable of outgoing or incoming calls for emergency phone system (Rules 2.27.1.1 and 2.27.1.2) or Schindler remote monitoring (SRM).
- 5.4 Lighting, ventilation, and heating of machine/control room, control space and machinery space (Rule 2.7.5)
  - a. Minimum lighting to be 200 lux (20fc).
  - b. The ambient temperature at the controller location must be maintained between 32 and 104 Fahrenheit (0 to 40 Celsius)
  - c. The ambient temperature at the machine location must be maintained between 41 and 104 Fahrenheit (5 to 40 Celsius).
  - d. Heating and/or cooling may be required to maintain the required temperatures.
  - e. Acceptable humidity level shall be maintained at 95% or less non-condensing.
  - f. For machine room less (MRL) application, a cutout in rear wall of control space closet for ventilation panel is required.
  - g. Coordinate size and location with Schindler field supervisor.  
Refer to section 2.0 electrical and "Schindler power data" sheets for heat emissions.
- 5.5 For machine room less (MRL) applications, a 1050mm clear space must be provided in front of control space closet for service barriers. Corridor width must accommodate this requirement as well as any additional requirements imposed by other codes.
- 5.6 Reinforced concrete machine room floor slab or grating must not be placed until elevator machinery is set in position (B44-2010 2.1.3). Level machine room floor: differences in levels of machine room and machinery-space floors shall be avoided where practical (B44-2010 2.1.3.6). Where there is a difference in level in such floors exceeding 0.4m, a standard railing conforming to B44-2010 Rule 2.10.2 shall be provided. Machine/control rooms shall have clear headroom of not less than 2.13m (B44-2010 Rule 2.7.4.1).
- 5.7 Hoisting beam(s), trap doors and other means of access to machinery space of adequate size for maintenance and equipment removal (B44-2010 2.7.3.4 and 2.9.3.3). Hoisting beam(s) in each shaft located and load rated per Schindler final layout drawings. Lifting points or beam(s) shall be visibly marked with the safe working load.
- 5.8 Adequate supports for machine beams where required, including wall pockets and patching after beams are set in place (Rules 2.9.1 to 2.9.6). Building interface and mounting of beams to be per Schindler requirements as indicated on final layout drawings.
- 5.9 The allowable deflections of machinery and sheave beams and their immediate supports under static load shall not exceed 1/1666 of the span (B44-2010 2.9.5).
- 5.10 When structural concrete slab mounting for machines is specified, the structural engineer (GC.) must confirm that structural concrete slab (typically 0.3m thick with re-bar) is designed in accordance with B44-2010 safety code for elevators and escalators (Section 2.9 Machinery and Sheave Beam, Supports and Foundations). Stress requirements and deflection requirements must meet B44-2010 code (Rules 2.9.4 to 2.9.6). Slab blockouts, coordinated with Schindler, to be provided in the structural slab by G.C. to accommodate car & governor rope drops, wire raceway, target holes, and rail stacks (where applicable). Schindler will provide a template indicating where blockouts are to be located in the slab, which must be precisely followed
- 5.11 Class "ABC" fire extinguishers in electrical machinery and control space. Extinguishers shall be located convenient to access door (B44-2010 8.6.1.6.5).

## 6.0 Pit

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- 6.1 Dry pit reinforced to sustain vertical forces from rails and impact loads on buffers (B44-2010 2.2.2). Car and counterweight buffer impact loads as calculated (B44-2010 8.2.3). Refer to Schindler final layout drawings.
- 6.2 Adequate sealing and waterproofing of pit. Effective prevention of pit exposure to storm water or ground water
- 6.3 A pit access door must be provided if the access to the pit is other than the bottom terminal floor. The pit access door provided must be in accordance with B44-2010 Section 2.2.4.5 and 2.2.4.6.
- 6.4 Where there is a difference in level between the floors of adjacent pits, a metal guard shall be installed not less than 2m above the level of the higher pit floor (B44-2010 Rule 2.2.3.1). Where the difference in level is 0.6m or less a standard railing conforming to B44-2010 Rule 2.10.2 shall be permitted (Rule 2.2.3.2).
- 6.5 A drain or sump shall be provided, located in a pit floor area free from elevator equipment. The sump pump/drain shall have the capacity to remove a minimum of 3000 GPH (11356.24 l/hr.) per elevator and must be covered.
- 6.6 Drains and sumps, where provided in elevator pits, shall comply with the applicable plumbing code and they shall be provided with a positive means to prevent water, gases and odors from entering the hoistway. Sumps and sump pumps in pits, where provided, shall be covered. The cover shall be secured and level with the pit floor (B44-2010 2.2.2.4 and 2.2.2.6) and should be located to clear elevator equipment. Drains cannot be connected directly to storm drain or sewer. Drains shall be NOT be located in center of pit.
- 6.7 GFCI convenience outlet and light fixture with guard in pit. (CSA C22.1-02 section 38-085) Minimum lighting to be 100 lux. (B44-2010 2.2.5)
- 6.8 Pit ladder to be provided by general contractor for each elevator in compliance with B44-201 2.2.4.2. Locate per Schindler final layout drawings. If the distance between the lone car rail and clear hoistway (sf) is less than 90mm then a pocket must be provided for pit ladder. The minimum distance from the pit ladder top rung, cleat or stop to the top of the pit ladder or handhold shall not be less than 1.2m above first landing.
- 6.9 All walk-in pits must follow the requirements of B44-2010 2.2.4.4.

#### 7.0 Provisional Handover and Turnover Requirement

- 7.1 Temporary Service: Schindler shall be reimbursed for any labor and material that is not part of the permanent elevator installation and that is required to provide temporary elevator service. Schindler's temporary acceptance form shall be executed and the elevator inspected before being placed into temporary service. The costs associated with the power, operation, maintenance, and rehabilitation of the equipment and any construction permits or fees required by governing authorities shall be paid for By Others.
- 7.2 In addition to the above, the following work must be completed before elevator(s) are placed into automatic operation. (Prior to code required municipal authority inspection, refer to Schindler acceptance inspection standard form).
  - a. Finished cab flooring and if applicable, fitting of interior cab walls and/or ceiling.
  - b. Machine/control room to comply with code and to suit Schindler standard equipment. Proper machine/control room dimensions and safety clearances to be provided as indicated on Schindler final layout drawings with recesses and ducts to be covered as required. Proper stairways or steps and guardrails to be provided. Proper lockable fire rated door, self-closing and self-locking with label to be provided (b44-2010 2.7.3 & 2.11.14).
  - c. Smoke and/or heat detectors with signals to elevator controller(s)
  - d. If applicable, emergency power generator and automatic transfer switch with capacity to run at least one elevator at a time.
  - e. Seal all penetrations through rated walls with code approved material. Any penetration due to formed or poured concrete (e.g. block out) must be backfilled.
  - f. Cab light circuits and all receptacles installed in machine/control rooms, machinery spaces and pits must have ground fault circuit interrupter protection (GFCI) (CSA 38).
  - g. If applicable, conduit and wire runs from elevator(s) to remote status panel.
  - h. If applicable, conduit and wiring for fire alarm system to each elevator control in machine/control room**
  - j. If applicable, conduit and wire runs for emergency/rescue communications in central alarm control facility, security desk, etc.
  - k. Adequate lighting of building corridors so that illumination at the landing sill is minimum 100 lux (10FC) (b44-2010 2.11.10.2).

You agree to indemnify and save Schindler harmless against any and all liability and costs arising out of your failure to carry out any of the foregoing requirements.

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This is Exhibit “B” referred to in the Affidavit of William Brock sworn of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on June 9, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**VAROUJAN ARMAN**

Please DETACH and return with your payment.

**REMITTANCE ADVICE**

Payer : AZTEC STRUCTURAL RESTORATION I  
ATTN ACCOUNTS PAYABLE  
11 HOLLAND DRIVE  
BOLTON ON L7E 1G7

Invoice Number 7401464294  
Invoice Date 06/07/2019  
Billing Number 5100042618  
Negotiation Number 787198  
Sales Order 31078306

Invoice Amount \$30,815.10

Remit to: Schindler Elevator Corporation  
c/o T52649  
PO Box 4526 Station A  
Toronto, ON M5W 5Z9

Please use this address for payment only.

Detach here

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AZTEC STRUCTURAL RESTORATION I  
ATTN: Accounts Payable  
11 HOLLAND DRIVE  
BOLTON ON L7E 1G7

<p><b>Bill To:</b>                  AZTEC STRUCTURAL RESTORATION I                  11 HOLLAND DRIVE                  BOLTON ON L7E 1G7                  CUSTOMER #: 5100042618</p>	<p><b>Ship To:</b>                  LAIRD COMMERCIAL DEVELOPM                  33 LAIRD DRIVE                  TORONTO ON M4G 3S8</p>	<p><b>Contract Information:</b>                  Customer P.O.# : : Contract #:                  Negotiation No. : 787198 :Contract dt:                  Order Number : 31078306  <b>Contract Amount: \$ 96,134.00</b>                  GO Numbers : M7021</p>	<p><b>Invoice Information</b>                  Invoice Date : 06/07/2019                  Invoice Number : 7401464294  <u>Billing Terms</u> :                  Progress Bill Terms : NET DUE 30 DAYS                  Final Bill Terms : NET DUE 30 DAYS</p>
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**Progress Billing - Elevator / Escalator Installation**

	<u>Work value</u>	<u>Retention</u>	<u>Net Due</u>
<b>Total Work Completed</b>	30,300.00	( 3,030.00 )	27,270.00
			0.00
Total Previously Billed			0.00
<b>Current Application</b>			
GO M7021      Engineering	30,300.00	( 3,030.00 )	27,270.00
			<b>\$27,270.00</b>
<b>CURRENT APPLICATION</b>			<b>3,545.10</b>
<b>H.S.T.</b>			
<b>TOTAL AMOUNT DUE - PLEASE PAY</b>			<b>\$30,815.10</b>

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7401464294

<p>All Invoice/Payment Questions to:</p>	<p>Billing Information</p>	
<p><b>Headquarters</b>                  FAIRY YU                  PH : 416-332-8280                  Fax: 416-332-8276                  FAIRY.YU@SCHINDLER.COM</p>	<p><b>Sales Office (All questions):</b>                  TOR Toronto (T050)                  3640A McNicoll Avenue                  Toronto ON M1X 1G5                  PH: 416-332-8280</p>	<p>Remittance : Please use the enclosed envelope and remittance document when mailing your payment to :  <b>c/o T52649</b>  <b>PO Box 4526 Station A</b>  <b>Toronto, ON M5W 5Z9</b></p> <p>Payment Terms : Terms must be strictly adhered to in order for the work to continue in accordance with the requested schedule. <b>90% PAYMENT REQUIRED FOR EQUIPMENT TURNOVER(OR PER CONTRACT TERMS).</b></p>
<p>GST/HST Reg No. : R104743463                  QST Reg No. : 1003237504TV0001</p>		

**Schindler Elevator Corporation**

CONTINUATION SHEET  
AIA DOCUMENT G703

REMIT TO: c/o T52649  
PO Box 4526 Station A  
Toronto, ON M5W 5Z9

APPLICATION NUMBER: 1  
APPLICATION DATE: June, 2019  
PERIOD FROM: 06/01/2019  
TO: 06/30/2019

INVOICE # : 7401464294

A Item #	B G.O.> M7021 LAIRD COMMERCIAL DEVELOPMENT 33 LAIRD DRIVE	C Scheduled Value	D Previous Application	E		G Total Compl & Stored (D+E+F)	H % G/C	I Balance to finish (C-G)	J Retention
				This Month					
				In Place	Stored				
1	Bracket & Rail	8,080.00	0.00	0.00	0.00	0.00	0.00	8,080.00	0.00
2	Machine	10,100.00	0.00	0.00	0.00	0.00	0.00	10,100.00	0.00
3	Car, CWT, Buffers	8,080.00	0.00	0.00	0.00	0.00	0.00	8,080.00	0.00
4	Motor Gen & Starter	4,040.00	0.00	0.00	0.00	0.00	0.00	4,040.00	0.00
5	Controller & Selector	9,090.00	0.00	0.00	0.00	0.00	0.00	9,090.00	0.00
6	Control Accessories	2,020.00	0.00	0.00	0.00	0.00	0.00	2,020.00	0.00
7	Door, Frame, Sills	4,040.00	0.00	0.00	0.00	0.00	0.00	4,040.00	0.00
8	Cab & Cab Doors	3,030.00	0.00	0.00	0.00	0.00	0.00	3,030.00	0.00
9	Door Operator	2,020.00	0.00	0.00	0.00	0.00	0.00	2,020.00	0.00
10	Down Payment	30,300.00	0.00	30,300.00	0.00	30,300.00	100.00	0.00	3,030.00
11	Labor	20,200.00	0.00	0.00	0.00	0.00	0.00	20,200.00	0.00
12	Change Notices	4,866.00-	0.00	0.00	0.00	0.00	0.00	4,866.00-	0.00
<b>TOTAL</b>		96,134.00	0.00	30,300.00	0.00	30,300.00		65,834.00	3,030.00
<b>JOB TOTAL</b>		96,134.00	0.00	30,300.00	0.00	30,300.00		65,834.00	3,030.00

THIS INVOICE IS SUBJECT TO REVISION BASED ON FINAL CONTRACT PRICE.

This is Exhibit “C” referred to in the Affidavit of William Brock sworn of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on June 9, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**VAROUJAN ARMAN**

Please DETACH and return with your payment.

**REMITTANCE ADVICE**

Payer : AZTEC STRUCTURAL RESTORATION I  
ATTN ACCOUNTS PAYABLE  
11 HOLLAND DRIVE  
BOLTON ON L7E 1G7

Invoice Number 7401492935  
Invoice Date 04/25/2020  
Billing Number 5100042618  
Negotiation Number 787198  
Sales Order 31078306

Invoice Amount \$4,948.72-

Remit to: Schindler Elevator Corporation  
c/o T52649  
PO Box 4526 Station A  
Toronto, ON M5W 5Z9

Please use this address for payment only.

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AZTEC STRUCTURAL RESTORATION I  
ATTN: Accounts Payable  
11 HOLLAND DRIVE  
BOLTON ON L7E 1G7



<p><b>Bill To:</b>                  AZTEC STRUCTURAL RESTORATION I                  11 HOLLAND DRIVE                  BOLTON ON L7E 1G7                  CUSTOMER #: 5100042618</p>	<p><b>Ship To:</b>                  LAIRD COMMERCIAL DEVELOPM                  33 LAIRD DRIVE                  TORONTO ON M4G 3S8</p>	<p><b>Contract Information:</b>                  Customer P.O.# : : Contract #:                  Negotiation No. : 787198 :Contract dt:                  Order Number : 31078306  <b>Contract Amount: \$ 96,134.00</b>                  GO Numbers : M7021</p>	<p><b>Invoice Information</b>                  Invoice Date : 04/25/2020                  Invoice Number : 7401492935                  Billing Terms :                  Progress Bill Terms : NET DUE 30 DAYS                  Final Bill Terms : NET DUE 30 DAYS</p>
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**Progress Billing - Elevator / Escalator Installation**

	<u>Work value</u>	<u>Retention</u>	<u>Net Due</u>	
<b>Total Work Completed</b>	25,434.00	( 2,543.40 )	22,890.60	
<b>Less Previously Billed</b>				
7401464294      06/07/2019			27,270.00	Paid - Thank You
Total Previously Billed			27,270.00	
<b>Current Application</b>				
GO M7021      Change Notices	4,866.00-	( 486.60-)	4,379.40-	
			<b>\$4,379.40-</b>	
			<b>569.32-</b>	
<b>CURRENT APPLICATION</b>				
<b>H.S.T.</b>				
<b>TOTAL AMOUNT DUE - PLEASE PAY</b>			<b>\$4,948.72-</b>	

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7401492935

<p>All Invoice/Payment Questions to:</p>	<p>Billing Information</p>	
<p><b>Headquarters</b>                  FAIRY YU                  PH : 416-332-8280                  Fax: 416-332-8276                  FAIRY.YU@SCHINDLER.COM</p>	<p><b>Sales Office (All questions):</b>                  TOR Toronto (T050)                  3640A McNicoll Avenue                  Toronto ON M1X 1G5                  PH: 416-332-8280</p>	<p>Remittance : Please use the enclosed envelope and remittance document when mailing your payment to :  <b>c/o T52649</b>  <b>PO Box 4526 Station A</b>  <b>Toronto, ON M5W 5Z9</b></p> <p>Payment Terms : Terms must be strictly adhered to in order for the work to continue in accordance with the requested schedule. <b>90% PAYMENT REQUIRED FOR EQUIPMENT TURNOVER(OR PER CONTRACT TERMS).</b></p>
<p>GST/HST Reg No. : R104743463                  QST Reg No. : 1003237504TV0001</p>		

## Schindler Elevator Corporation

CONTINUATION SHEET  
AIA DOCUMENT G703

REMIT TO: c/o T52649  
PO Box 4526 Station A  
Toronto, ON M5W 5Z9

APPLICATION NUMBER: 2  
APPLICATION DATE: April, 2020  
PERIOD FROM: 04/01/2020  
TO: 04/30/2020

INVOICE #: 7401492935

A Item #	B G.O.> M7021 LAIRD COMMERCIAL DEVELOPMENT 33 LAIRD DRIVE	C Scheduled Value	D Previous Application	E		G Total Compl & Stored (D+E+F)	H % G/C	I Balance to finish (C-G)	J Retention
				This Month					
				In Place	Stored				
1	Bracket & Rail	8,080.00	0.00	0.00	0.00	0.00	0.00	8,080.00	0.00
2	Machine	10,100.00	0.00	0.00	0.00	0.00	0.00	10,100.00	0.00
3	Car, CWT, Buffers	8,080.00	0.00	0.00	0.00	0.00	0.00	8,080.00	0.00
4	Motor Gen & Starter	4,040.00	0.00	0.00	0.00	0.00	0.00	4,040.00	0.00
5	Controller & Selector	9,090.00	0.00	0.00	0.00	0.00	0.00	9,090.00	0.00
6	Control Accessories	2,020.00	0.00	0.00	0.00	0.00	0.00	2,020.00	0.00
7	Door, Frame, Sills	4,040.00	0.00	0.00	0.00	0.00	0.00	4,040.00	0.00
8	Cab & Cab Doors	3,030.00	0.00	0.00	0.00	0.00	0.00	3,030.00	0.00
9	Door Operator	2,020.00	0.00	0.00	0.00	0.00	0.00	2,020.00	0.00
10	Down Payment	30,300.00	30,300.00	0.00	0.00	30,300.00	100.00	0.00	3,030.00
11	Labor	20,200.00	0.00	0.00	0.00	0.00	0.00	20,200.00	0.00
12	Change Notices	4,866.00-	0.00	4,866.00-	0.00	4,866.00-	100.00	0.00	486.60-
TOTAL		96,134.00	30,300.00	4,866.00-	0.00	25,434.00		70,700.00	2,543.40
JOB TOTAL		96,134.00	30,300.00	4,866.00-	0.00	25,434.00		70,700.00	2,543.40

THIS INVOICE IS SUBJECT TO REVISION BASED ON FINAL CONTRACT PRICE.

This is Exhibit "D" referred to in the Affidavit of William Brock sworn of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on June 9, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**VAROUJAN ARMAN**

Please DETACH and return with your payment.

**REMITTANCE ADVICE**

Payer : AZTEC STRUCTURAL RESTORATION I  
ATTN ACCOUNTS PAYABLE  
11 HOLLAND DRIVE  
BOLTON ON L7E 1G7

Invoice Number 7401503137  
Invoice Date 08/25/2020  
Billing Number 5100042618  
Negotiation Number 787198  
Sales Order 31078306

Invoice Amount \$51,358.50

Remit to: Schindler Elevator Corporation  
c/o T52649  
PO Box 4526 Station A  
Toronto, ON M5W 5Z9

Please use this address for payment only.

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AZTEC STRUCTURAL RESTORATION I  
ATTN: Accounts Payable  
11 HOLLAND DRIVE  
BOLTON ON L7E 1G7

<p><b>Bill To:</b>                  AZTEC STRUCTURAL RESTORATION I                  11 HOLLAND DRIVE                  BOLTON ON L7E 1G7                  CUSTOMER #: 5100042618</p>	<p><b>Ship To:</b>                  LAIRD COMMERCIAL DEVELOPM                  33 LAIRD DRIVE                  TORONTO ON M4G 3S8</p>	<p><b>Contract Information:</b>                  Customer P.O.# : : Contract #:                  Negotiation No. : 787198 :Contract dt:                  Order Number : 31078306  <b>Contract Amount: \$ 96,134.00</b>                  GO Numbers : M7021</p>	<p><b>Invoice Information</b>                  Invoice Date : 08/25/2020                  Invoice Number : 7401503137  <u>Billing Terms</u> :                  Progress Bill Terms : NET DUE 30 DAYS                  Final Bill Terms : NET DUE 30 DAYS</p>
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**Progress Billing - Elevator / Escalator Installation**

	<u>Work value</u>	<u>Retention</u>	<u>Net Due</u>	
<b>Total Work Completed</b>	75,934.00	( 7,593.40 )	68,340.60	
<b>Less Previously Billed</b>				
7401464294 06/07/2019			27,270.00	Paid - Thank You
7401492935 04/25/2020			4,379.40-	Not Paid
Total Previously Billed			22,890.60	
<b>Current Application</b>				
GO M7021 Material Total	50,500.00	( 5,050.00 )	45,450.00	
	<b>CURRENT APPLICATION</b>		<b>\$45,450.00</b>	
	<b>H.S.T.</b>		<b>5,908.50</b>	
	<b>TOTAL CURRENT APPLICATION</b>		<b>\$51,358.50</b>	
	<b>PREVIOUS UNPAID</b>		<b>4,948.72</b>	
	<b>TOTAL AMOUNT DUE - PLEASE PAY</b>		<b>\$56,307.22</b>	

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7401503137

<p>All Invoice/Payment Questions to:</p>	<p>Billing Information</p>	
<p><b>Headquarters</b>                  FAIRY YU                  PH : 416-332-8280                  Fax: 416-332-8276                  FAIRY.YU@SCHINDLER.COM</p>	<p><b>Sales Office (All questions):</b>                  TOR Toronto (T050)                  3640A McNicoll Avenue                  Toronto ON M1X 1G5                  PH: 416-332-8280</p>	<p>Remittance : Please use the enclosed envelope and remittance document when mailing your payment to :  <b>c/o T52649</b>  <b>PO Box 4526 Station A</b>  <b>Toronto, ON M5W 5Z9</b></p> <p>Payment Terms : Terms must be strictly adhered to in order for the work to continue in accordance with the requested schedule. <b>90% PAYMENT REQUIRED FOR EQUIPMENT TURNOVER(OR PER CONTRACT TERMS).</b></p>
<p>GST/HST Reg No. : R104743463                  QST Reg No. : 1003237504TV0001</p>		

## Schindler Elevator Corporation

CONTINUATION SHEET  
AIA DOCUMENT G703

REMIT TO: c/o T52649  
PO Box 4526 Station A  
Toronto, ON M5W 5Z9

APPLICATION NUMBER: 3  
APPLICATION DATE: August, 2020  
PERIOD FROM: 08/01/2020  
TO: 08/31/2020

INVOICE # : 7401503137

A Item #	B G.O.> M7021 LAIRD COMMERCIAL DEVELOPMENT 33 LAIRD DRIVE	C Scheduled Value	D Previous Application	E		G Total Compl & Stored (D+E+F)	H % G/C	I Balance to finish (C-G)	J Retention
				This Month					
				In Place	Stored				
1	Bracket & Rail	8,080.00	0.00	8,080.00	0.00	8,080.00	100.00	0.00	808.00
2	Machine	10,100.00	0.00	10,100.00	0.00	10,100.00	100.00	0.00	1,010.00
3	Car, CWT, Buffers	8,080.00	0.00	8,080.00	0.00	8,080.00	100.00	0.00	808.00
4	Motor Gen & Starter	4,040.00	0.00	4,040.00	0.00	4,040.00	100.00	0.00	404.00
5	Controller & Selector	9,090.00	0.00	9,090.00	0.00	9,090.00	100.00	0.00	909.00
6	Control Accessories	2,020.00	0.00	2,020.00	0.00	2,020.00	100.00	0.00	202.00
7	Door, Frame, Sills	4,040.00	0.00	4,040.00	0.00	4,040.00	100.00	0.00	404.00
8	Cab & Cab Doors	3,030.00	0.00	3,030.00	0.00	3,030.00	100.00	0.00	303.00
9	Door Operator	2,020.00	0.00	2,020.00	0.00	2,020.00	100.00	0.00	202.00
10	Down Payment	30,300.00	30,300.00	0.00	0.00	30,300.00	100.00	0.00	3,030.00
11	Labor	20,200.00	0.00	0.00	0.00	0.00	0.00	20,200.00	0.00
12	Change Notices	4,866.00-	4,866.00-	0.00	0.00	4,866.00-	100.00	0.00	486.60-
TOTAL		96,134.00	25,434.00	50,500.00	0.00	75,934.00		20,200.00	7,593.40
JOB TOTAL		96,134.00	25,434.00	50,500.00	0.00	75,934.00		20,200.00	7,593.40

THIS INVOICE IS SUBJECT TO REVISION BASED ON FINAL CONTRACT PRICE.

This is Exhibit "E" referred to in the Affidavit of William Brock sworn of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on June 9, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**VAROUJAN ARMAN**



**Schindler**

**Statement of Account**  
**AZTEC STRUCTURAL RESTORATION**  
**For 33 LAIRD DRIVE**  
**as of June 8, 2021**

<b>Original Contract Amount</b>	\$ 101,000.00
<b>Change Orders</b>	\$ (4,866.00)
<b>Revised Contract Amount</b>	\$ 96,134.00

***Invoicing to Date***

	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Amount</u>	<u>Holdback</u>	<u>Net Amount</u>	<u>HST</u>	<u>Total Invoice</u>
Paid	7401464294	06/07/2019	30,300.00	(3,030.00)	27,270.00	3,545.10	30,815.10
Credit	7401492935	04/25/2020	(4,866.00)	486.60	(4,379.40)	(569.32)	(4,948.72)
Unpaid	7401503137	08/25/2020	50,500.00	(5,050.00)	45,450.00	5,908.50	51,358.50
<b>Total Invoicing</b>			<b>\$ 75,934.00</b>	<b>\$ (7,593.40)</b>	<b>\$ 68,340.60</b>	<b>\$ 8,884.28</b>	<b>\$ 77,224.88</b>

***Payments Received***

Received chq #29615 Feb 2020	30,815.10
<b>Total Received</b>	<b>\$ 30,815.10</b>

**Amount Outstanding** **\$ 46,409.78**



This is Exhibit “F” referred to in the Affidavit of William Brock sworn of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on June 9, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**VAROUJAN ARMAN**



Estate No. 31-2693094

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE	)	FRIDAY, THE 11 <sup>th</sup> DAY
	)	
JUSTICE PATTILLO	)	OF JUNE, 2021

**IN THE MATTER OF THE NOTICES OF INTENTION  
TO MAKE A PROPOSAL OF 33 LAIRD INC. AND 33 LAIRD  
GP INC. CORPORATIONS INCORPORATED UNDER THE  
ONTARIO *BUSINESS CORPORATIONS ACT*, AND 33 LAIRD  
LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP  
FORMED UNDER THE ONTARIO *LIMITED PARTNERSHIPS ACT***

**ORDER**

**THIS CROSS-MOTION**, made by Schindler Elevator Corporation (“**Schindler**”), for an Order declaring that it is the title holder and owner of certain elevating equipment delivered to the subject lands, being 33 Laird Drive, Toronto (the “**Property**”), and permitting it to retrieve the elevating equipment from the Property, was heard this day at 330 University Avenue, Toronto, Ontario, by Zoom video conference.

**ON READING** the Notice of Cross-Motion of Schindler, the Affidavit of William Brock sworn June 9, 2021 and exhibits thereto, and on hearing the submissions of counsel for the parties,

1. **THIS COURT ORDERS** that the service and time for service of Schindler’s Motion Record and Notice of Cross-Motion be, and the same are, hereby validated and abridged, such that notice of the Motion Record and Notice of Cross-Motion are properly returnable on today’s date.

2. **THIS COURT ORDERS AND DECLARES** that Schindler is and remains the sole owner of all right, title, and interest in all of the elevating equipment it delivered to the Property pursuant to Schindler's contract with Aztec Structural Restoration Inc. dated May 28, 2019, as described in the Affidavit of William Brock sworn June 9, 2021 in Schindler's Motion Record (the "**Elevating Equipment**").

3. **THIS COURT ORDERS** that the Elevating Equipment be excluded from the Agreement of Purchase and Sale to be completed between 33 Laird Inc., 33 Laird GP Inc., and 33 Laird Limited Partnership (collectively the "**Laird Entities**") as vendor and 33 Laird Development Inc. in its capacity as the general partner of 33 Laird Development Limited Partnership as purchaser, in respect of the Property and chattels thereon, which sale transaction forms the subject matter of the motion brought by the Laird Entities, also returnable today.

4. **THIS COURT FURTHER ORDERS AND DECLARES** that Schindler is at liberty to retrieve the Elevating Equipment from the Property at any time of its choosing during regular business hours.

5. **THIS COURT ORDERS** that \_\_\_\_\_ pay to Schindler, its costs of the cross-motion fixed in the total amount of \$ \_\_\_\_\_, inclusive of fees, disbursements and HST, and payable within thirty (30) days.

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**IN THE MATTER OF THE NOTICES OF INTENTION  
TO MAKE A PROPOSAL OF 33 LAIRD INC. AND 33  
LAIRD GP INC., CORPORATIONS INCORPORATED  
UNDER THE ONTARIO *BUSINESS CORPORATIONS  
ACT*, AND 33 LAIRD LIMITED PARTNERSHIP, A  
LIMITED PARTNERSHIP FORMED UNDER THE  
ONTARIO *LIMITED PARTNERSHIPS ACT***

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER**

**BLANEY MCMURTRY LLP**

Lawyers

2 Queen Street East, Suite 1500

Toronto ON M5C 3G5

**Varoujan Arman** (LSO #60025K)

Tel: (416) 596-2884

Email: VArman@blaney.com

Lawyers for Schindler Elevator Corporation

**IN THE MATTER OF THE NOTICES OF INTENTION  
TO MAKE A PROPOSAL OF 33 LAIRD INC. AND 33  
LAIRD GP INC., CORPORATIONS INCORPORATED  
UNDER THE ONTARIO *BUSINESS CORPORATIONS  
ACT*, AND 33 LAIRD LIMITED PARTNERSHIP, A  
LIMITED PARTNERSHIP FORMED UNDER THE  
ONTARIO *LIMITED PARTNERSHIPS ACT***

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**MOTION RECORD OF SCHINDLER ELEVATOR  
CORPORATION**

**BLANEY MCMURTRY LLP**

Lawyers

2 Queen Street East, Suite 1500

Toronto ON M5C 3G5

**Varoujan Arman** (LSO #60025K)

Tel: (416) 596-2884

Email: VArman@blaney.com

Lawyers for Schindler Elevator Corporation