

BDO Canada Limited
20 Wellington St. East
Suite 500
Toronto, Ontario
M53 IC5

Attention: Josie Parisi

July 16, 2020

Dear Sir/Madam:

Re: Upwood Park / Salvador Del Mundo Co-operative Homes Inc. ("Housing Provider" and 298 and 300 Queens Drive, Toronto (the "Housing Project")

The City of Toronto ("City") is the designated the service manager of the Housing Project for the purposes of the *Housing Services Act, 2011* and is responsible for administering and funding the housing program relating to the Housing Project. The Housing Provider has contravened the *Housing Services Act, 2011* and the regulations thereunder and the City has chosen to appoint a Receiver and Manager under the authority provided to it under paragraph 6 section 85 of the *Housing Services Act, 2011*.

The City hereby appoints BDO Canada Limited ("BDO") to be the interim receiver and manager pursuant to paragraph 6 section 85 of the *Housing Services Act, 2011* with all and every power and authority specified in the Receivership Services Agreement and prescribed pursuant to subsection 95(9) of the *Housing Services Act, 2011*, including, without limitation, the following powers:

The interim receiver and manager has the power to act as the housing provider with respect to its assets, liabilities and undertakings, including its housing projects.

Without limiting the generality of the foregoing, the foregoing powers include the following:

1. The power to carry on and manage the business and affairs of the housing provider.
2. The power to take possession of, preserve and protect the assets of the housing provider, including its housing projects.
3. The power to commence, conduct or defend legal proceedings.
4. The power to borrow money.
5. The power to receive payments or anything else in satisfaction of any obligation to the housing provider and to compromise any such obligation.

6. The power to enter into contracts, sign documents or do anything incidental to the exercise of its other powers.

The City acknowledges that BDO is not obliged to exercise all of the powers granted within the Receivership Services Agreement.

The City agrees to cooperate with BDO and provide BDO with all information and records in its possession regarding the Housing Project which BDO may request from time to time.

Reporting

BDO shall report directly to the City in writing or as otherwise requested by the City.

Staffing

This engagement will be under the direction of Josie Parisi, who will maintain overall responsibility for the engagement on behalf of BDO. BDO is authorized to use any of its employees or outside agents, as BDO considers necessary, in the fulfillment of its mandate.

The members of the engagement team may be drawn from the resources of BDO and those of its affiliated and related partnerships and corporations, including those of other BDO member firms in countries outside of Canada, as deemed appropriate, during the conduct of this engagement.

Fees/Remuneration

The City agrees that BDO's fees for this engagement will be based upon hours spent by those individuals assigned to this matter plus HST and expenses as outlined in the Receivership Services Agreement.

Other Matters

This letter may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same letter.

Yours very truly,

City of Toronto

Per:  _____

Name: Mina Favez-Bahgat for Mary-Anne Bedard
I have the authority to bind the City

BDO Canada Limited hereby consents to act as receiver and manager to the Lender in accordance with the terms of the foregoing dated this ___16th___ day of ___July___
_____ 2020.

BDO CANADA LIMITED

Per: *J Paris*

Name: Josie Parisi