

## CORRIGENDA

**TO THE DISCLOSURE STATEMENT  
FOR**

**RESIDENCES OF EDENBRIDGE ON THE KINGSWAY INC.**

in respect of

**EDENBRIDGE ON THE KINGSWAY CONDOMINIUM PROJECT** (hereinafter referred to as this or the "**Condominium**") municipally located at 255 The Kingsway, Toronto (hereinafter referred to as the "**Property**")

**Dated: September 16, 2019**

*The proposed declaration and condominium disclosure statement dated July 22, 2019 (the “Disclosure Statement”) prepared by RESIDENCES OF EDENBRIDGE ON THE KINGSWAY INC. (the “Declarant”) for the Condominium is hereby amended by this Corrigenda, and should therefore be read and construed in light of the following correction (on the express understanding that any words, terms or phrases defined in the proposed declaration of this Condominium shall have the same meanings respectively ascribed to them in said declaration, whenever same are used or referred to in this Corrigenda), namely:*

1. Purchasers are hereby advised that although the original Disclosure Statement for the Condominium had stated that the condominium project would comprise approximately 182 dwelling units (consisting of 159 highrise dwelling units and 23 two-storey grade level dwelling units attached to the perimeter of the Condominium), with a superintendent's suite located on level 2 of this Condominium, 265 parking units, 6 parking/locker units, 219 locker units, 1 shared CACF room unit, 7 shared service room units and 1 communication control unit, **the Declarant now intends that the Condominium shall contain approximately 186 dwelling units in total (comprised of approximately 163 highrise dwelling units together with approximately 23 two-storey grade level dwelling units attached to the perimeter of the Condominium).** There are no current intended changes to the proposed number of parking units, parking/locker units, locker units, the shared service room units or the communication control unit.

Purchasers are advised that the change in the dwelling unit count has been brought about by a recent building re-design by the Declarant, reflecting the spitting of the four 2-bedroom units on levels 6 and 7 into six 1-bedroom units thereby resulting in an increase of 4 additional highrise dwelling units. **Please note that except for two dwelling units which have been identified below in paragraph 2 of this Corrigenda (which will have a change in their respective unit numbers), the foregoing re-design of the Condominium (reflecting said increase in the total dwelling unit count) does not affect the unit numbering, interior size, design, orientation or location of any dwelling units that have already been sold by the Declarant prior to the date hereof.**

2. As a consequence of adding the additional four dwelling units to Condominium as hereinbefore outlined, the legal unit number of the following sold dwelling units on levels 6 and 7 will now be revised, and the chart illustrates the revised unit legal numbers of the two affected dwelling units. Each of the purchasers of the following affected dwelling units have been contacted directly by the Declarant's staff, in order to execute an addendum reflecting the change in the legal unit number attributable to the aforementioned re-design.

ORIGINAL UNIT NUMBERING		REVISED UNIT NUMBERING		MUNICIPAL ADDRESS
dwelling unit no.	level no.	dwelling unit no.	level no.	suite
15	6	17	6	622
17	7	19	7	725

3. A) To more fully appreciate the impact on the common expense allocations as a result of the foregoing increase in the total dwelling unit count of this Condominium, **a revised proposed first year budget statement dated August 28, 2019 is enclosed with this Corrigenda, together with a revised Schedule "D" to the proposed declaration of the Condominium (reflecting the revised proportions of common interests and expenses attributable to each of the units in the Condominium), along with a revised schedule of common element assessments, outlining the revised monthly common element assessment (in dollar terms) attributable to each of the units in the Condominium. The foregoing increase in total dwelling unit count has not resulted in any increase in the projected total dollar amount required to be collected in respect of the first year budget (ie. for common expenses, inclusive of the reserve fund) and has not resulted in any significant increase to the monthly common expense figures that were outlined in the original first year budget statement, due to the now greater number of dwelling units sharing (and contributing towards) the common expense costs.**

B) Purchasers are further hereby advised that page 2 of 25 of the original proposed first year budget statement was inadvertently omitted from the Disclosure Statement. A copy of the aforementioned page 2 of 25 of the proposed budget statement (which contains, amongst other items, budget notes, disclosure of the assumed inflationary and other factors that may impact the budget) is now being provided to you and is included in the proposed budget statement dated August 28, 2019 now enclosed with this Corrigenda.

4. Purchasers are advised that Recital D of the draft Shared Facilities Agreement (a copy of which was affixed as Schedule "A" to proposed By-law No.2) has been revised to reflect that the Two-Way Shared Visitors Parking Spaces (available for use by Invitees and Representatives of the unit owners and Condominium and by the Retail Tenants and the Invitees and Representatives of the Retail Tenants) will be accessible by way of a gated access control system or mechanism that will be subject to the prior approval of *both* the Condominium and the Retail Owner from time to time. A copy of By-law No. 2 together with the amended Shared Facilities Agreement is enclosed with this Corrigenda. Purchasers are advised that pages 224 to 280, both inclusive, of the Disclosure Statement are deemed replaced with the draft of the By-law No. 2 (with Schedule "A") attached to this Corrigenda.
5. Finally, purchasers are advised that paragraph 21 of Schedule "A" to the draft declaration has also been revised to clarify that the proposed Condominium's appurtenant access easement over the Retail Component's Servicing Areas for the Condominium will provide access to the ceiling of the Retail Component to the Condominium's service personnel together with any equipment, materials and/or machinery utilized in connection with the maintenance, repair and/or inspection of any part of the plumbing and other mechanical installations, improvements and/or services located upon or within (or comprising part of) the proposed Condominium (or situate upon or within any portion of the Retail Component but servicing or benefiting the proposed Condominium, or any portion thereof). A copy of the amended Schedule "A" to the draft declaration is also enclosed with this Corrigenda and we refer you to Paragraph 21 thereof. Purchasers are advised that pages 183 to 189, both inclusive, of the Disclosure Statement are deemed replaced with the draft Schedule "A" to the declaration attached to this Corrigenda.

**The Declarant had disclosed to all Purchasers that it had reserved the right to increase the final unit counts and it is the Declarant's position that the foregoing redesign to the Condominium resulting in four additional dwelling units, and the corresponding revision to the first year budget statement (including the revised schedule of common interests and expenses, and the revised schedule of common element assessments), together with each of the other aforementioned changes to the Disclosure Statement, do not constitute (nor give rise to) a material change.**

Attachments:

1. Revised Schedule "A" to the declaration -  
**Replaces pages 183 to 189 of Disclosure Statement;**
2. Revised Schedule "D" to the declaration (dated August 28, 2019) -  
**Replaces pages 196 to 199;**
3. Revised Bylaw No. 2 with revised Shared Facilities Agreement (affixed as Schedule "A") -  
**Replace pages 224 to 280 of Disclosure Statement; and**
4. Revised first year budget statement (dated August 28, 2019) -  
**Replaces pages 344 to 371.**

\*\*\*\*\*

**SCHEDULE "A"**  
**TO THE DECLARATION OF**  
**RESIDENCES OF EDENBRIDGE ON THE KINGSWAY INC.**  
**LEGAL DESCRIPTION**

Those lands and premises in the City of Toronto and municipally known as 255 The Kingsway, Toronto, registered in the Land Titles Division of the Toronto Registry Office (No. 66) and comprising:

PART ASHLEY AVENUE PL2624 (CLOSED BY BY-LAW 8479, EB132525); PT THE KINGSWAY (FORMERLY ASHLEY AV) PL2624 (CLOSED BY BY-LAW 1990-245, TB733454); PT ASHLEY AV PL3692 (CLOSED BY BY-LAW 1990-245, TB733454); PT THE KINGSWAY PL 2774 (CLOSED BY BY-LAW 1990-245 TB733454); PT LTS 5 & 6 PL1259; PT BLK A & B PL3692, BEING PARTS \_\_\_\_\_ to \_\_\_\_\_ ON PLAN 66R\_\_\_\_\_;

currently part of PIN 07485-0165 (LT) (hereinafter referred to as the "**Condominium Lands**")

1. **SUBJECT TO AN EASEMENT OVER PARTS \_\_\_\_\_ ON PLAN 66R-\_\_\_\_\_** in favour of The Hydro Electric Commission of the City of Etobicoke for purposes of installation and maintenance of electric power and service wires, cables and equipment, **AS IN TB733487**;
2. **SUBJECT TO AN EASEMENT OVER PARTS \_\_\_\_\_ ON PLAN 66R-\_\_\_\_\_** in favour of the Corporation of the Township of Etobicoke for purposes of laying down, constructing and maintaining storm sewers and drains of all kinds, **AS IN EB78697 (PARTIALLY RELEASED BY TB732680)**;
3. **SUBJECT TO AN EASEMENT OVER PARTS \_\_\_\_\_ ON PLAN 66R-\_\_\_\_\_** in favour of the Corporation of the City of Etobicoke for purposes of installing and maintaining one or more storm sewers and other works and appurtenances, **AS IN TB733511**;
4. **SUBJECT TO AN EASEMENT OVER PART \_\_\_\_\_ ON PLAN 66R-\_\_\_\_\_** in favour of The Corporation of the City of Toronto for purposes of installing and maintaining one or more storm sewers and other works and appurtenances, **AS IN TB733512**;
5. **SUBJECT TO AN EASEMENT OVER PART \_\_\_\_\_ ON PLAN 66R-\_\_\_\_\_**, in favour of The Corporation of the City of Toronto for purposes of installing and maintaining one or more water mains and other works and appurtenances, **AS IN TB733513**;
6. **SUBJECT TO AN EASEMENT OVER PART \_\_\_\_\_ ON PLAN 66R-\_\_\_\_\_**, in favour of The Corporation of the Township of Etobicoke for the purposes of laying down, constructing and maintaining water mains, man holes and other works and appurtenances, **AS IN EB133549**;
7. **SUBJECT TO** an easement in favour of the Toronto Hydro, over, upon, in, along, across and through that part of the Condominium Lands more particularly designated as **Part \* on Reference Plan 66R-\_\_\_\_\_**, registered in the Land Titles Division of the Toronto Registry Office (No. 66), as set out in Instrument No. AT-\_\_\_\_\_;
8. **SUBJECT TO** an easement for cable television and telecommunication services, in favour of Rogers Communications Inc., over, upon, under, across and through the Condominium Lands designated as **Part \* on Reference Plan 66R-\_\_\_\_\_**, registered in the Land Titles Division of the Toronto Registry Office (No. 66), as set out in Instrument No. AT-\_\_\_\_\_;
9. **SUBJECT TO** an easement in gross in favour of the City of Toronto and the general public for pedestrian access and egress over that portion of the Condominium Lands, including without limitation, the public sidewalk area situate along the northerly perimeter of the Condominium adjacent to the south side of Private Street B and the easterly perimeter of the Condominium adjacent to the west side of Royal York Road, all as more particularly delineated as **Parts \* on Reference Plan 66R-\_\_\_\_\_** (hereinafter referred to as the "**Condominium Perimeter Walkway**"), registered in the Land Titles Division of the Toronto Registry Office (No. 66), as set out in Instrument No. AT-\*;
10. **SUBJECT TO** a non-exclusive easement, right of way or right in the nature of an easement over, along, upon and across:
  - (i) those portions of the Condominium Lands more particularly designated as **Parts \* \_\_\_\_\_ on Reference Plan 66R-\_\_\_\_\_** (hereinafter referred to as the "**Shared**

**Garage Ramp & Level A Drivelanes"); and**

- (ii) all common element areas situate within the Condominium on levels A and B as is reasonably necessary for the following purposes

(with items i) and ii) hereinafter collectively referred to as the “**Construction Easement Areas**”) in favour of those lands and premises described as Blocks C & D, Plan 3692, St. Georges Road, Plan 3692, Closed by EB106249; PT Kingsway, Plan 2624, PT The Kingsway Plan 2774, PT The Kingsway, Plan 3009, Closed by EB109644 & TB733454, being Parts 1 - 9, 44 & 45 on Reference Plan 64R-12846 being all of PIN 07485-0129 (LT) located to the north and west of the Condominium Lands on which there is a retail plaza (hereinafter collectively referred to as the “**Humbertown Plaza Lands**”) for the purposes of providing vehicular and pedestrian access and egress over the Shared Garage Ramp & Level A Drivelanes and the Construction Easement Areas to the owner of the Humbertown Plaza Lands, from time to time, and its successors and assigns (hereinafter collectively the “**Humbertown Plaza Owner**”) and its agents, representatives, employees, workmen, trades, contractors and/or sub-contractors from time to time, in common with others, in order to access and remove the knock-out panel located on Level A of the Condominium Lands delineated as Part \_\_\_\_\_ on Reference Plan 66R-\_\_\_\_\_ (hereinafter the “**Knock-Out Panel**”) and access and connect to Level A of the Condominium Parking Garage to one or more future developments to be constructed upon the Humbertown Plaza Lands (or portions thereof) (such future developments hereinafter referred to as the “**Future Development(s)**”), as may be reasonably required from time to time, to enable or facilitate the integration of Level A of the Condominium’s parking garage to the underground parking garage(s) or structure(s) of one or more of the Future Development(s) (hereinafter referred to as the “**Knock-Out Panel Connection**”) and to allow for a continuous flow of vehicular traffic through Level A of the Condominium’s parking garage to any such Future Development(s) provided further that such easement, right of way or right in the nature of an easement shall include, the right to penetrate, cross, drill through, affix to, bore into or travel through upon, along or under any floor slab(s), ceiling slab(s), ceiling(s), concrete, block or masonry walls, drywall enclosures or similar installations located within the Knock Out Panel, and that such right of way or right in the nature of an easement shall not be used or exercised in any manner which might or will impair or diminish the load-bearing capacity or structural integrity of any of the units and/or common elements within the Condominium or any support that same are providing to any portion of the buildings, structures, installations or improvements located on or within the Condominium Lands, registered in the Land Titles Division of the Toronto Registry Office (No. 66), as set out in Instrument No. AT-\* \_\_\_\_\_ ;

11. **SUBJECT** to an easement, right-of-way or right in the nature of an easement, in favour of the Humbertown Plaza Lands over, above and across the common elements of this Condominium for airspace access thereto, therein and thereover (hereinafter referred to as the “**Air Access Encroachment Area**”), for the purposes of providing unlimited and unrestricted air crane swing rights and access above, within and through the Air Access Encroachment Area, so as to permit overhead cranes to be operated (and to swing) within and through the Air Access Encroachment Area, in order to facilitate the development, construction and completion of one or more of the Future Developments on the Humbertown Plaza Lands (or portions thereof) and provided further that the foregoing easement, right of way or right in the nature of an easement shall automatically terminate (and be of no further force or effect) once the last of the Future Development(s) have been completed on the Humbertown Plaza Lands, as more particularly set out in Instrument No. AT\* \_\_\_\_\_ ;

*(Note to Purchasers- The aforementioned Air Access Encroachment Area easement may be granted by the Condominium to the Humbertown Plaza Owner forthwith after registration of this declaration, in which case such easement will not be included in this Schedule “A” but rather be conveyed by a separate transfer of easement to be registered on title to the Condominium Lands prior to final closing).*

12. **SUBJECT TO** an non-exclusive easement, right of way or right in the nature of an easement over, along, upon and across those portions of the Condominium Lands more particularly designated as Parts \_\_\_\_\_ on Reference Plan 66R-\_\_\_\_\_ (hereinafter referred to as the “**Shared Garage Ramp & Level A Drivelanes**”), in favour of the Humbertown Plaza Lands, for the purposes of providing vehicular and pedestrian access and egress over the Shared Garage Ramp & Level A Drivelanes to the Humbertown Plaza Owner, its successors and assigns from time to time, their respective agents, representatives, employees and the respective occupants, tenants, sub-tenants, licensees, sub-licensees, users and their respective

customers, invitees, visitors, guests, patrons and/or permitted occupants from time to time of the Humbertown Plaza Lands and/or of any one or more Future Development(s) (collectively, the "**Humbertown Easement Users**") in order to facilitate a continuous flow of vehicular traffic through Level A of the Condominium Parking Garage to any Future Development (hereinafter referred to as the "**Humbertown Access Easement**") provided that:

- (a) the right to use and enjoy of the Humbertown Access Easement over the Condominium Shared Garage Ramp & Level A Drivelanes by the Humbertown Easement Users shall not be effective nor enforceable against the Condominium until such time as the Humbertown Plaza Owner has delivered and registered one or more reciprocal easement(s) in favour of the Condominium for use by the unit owners, residents, occupants, tenants, visitors and guests thereof, for pedestrian and vehicular access and egress over the Humbertown Plaza Lands to facilitate a continuous flow of vehicular traffic through Level A of the Condominium Parking Garage to and from any Future Development(s) developed on the Humbertown Plaza Lands (hereinafter referred to as the "**Reciprocal Right of Way**"); and
- (b) such right of access, egress and/or use is not intended (nor does it grant the right) to the Humbertown Easement Users to use any of the ten (10) shared visitor parking spaces located within the non-exclusive common elements on level A (P1) of the Condominium Lands designated as **Parts \*\* on Reference Plan 66R-**\_\_\_\_\_ (hereinafter referred to as the "**Shared Visitor Parking**") which Shared Visitor Parking is intended solely for the use and enjoyment of the Retail Owner, its successors and assigns from time to time, their respective agents, representatives, employees and the respective occupants, tenants, sub-tenants, licensees, sub-licensees, users and their respective customers, invitees and patrons and/or permitted occupants of the Retail Lands; and
- (c) such right of access, egress and/or use shall be subject to any reasonable restrictions (if any) imposed by the security personnel retained by the Humbertown Plaza Owner and/or its successors and assigns;

registered in the Land Titles Division of the Toronto Registry Office (No. 66), as set out in Instrument No. AT-\* ;

13. **RESERVING** a non-exclusive easement in perpetuity and right of way over the sidewalk areas situate along the perimeter of the Condominium Lands, including without limitation, the public sidewalk area situate along the northerly perimeter of the Condominium adjacent to the south side of Private Street B and the easterly perimeter of the Condominium adjacent to the west side of Royal York Road. all as more particularly delineated as **Parts \*\* on Reference Plan 66R-\*** (the "**Condominium Perimeter Walkway**") in favour of those lands and premises described as [TBA] adjacent to the east of the Condominium Lands and fronting on Private Road B, all as more particularly delineated as **Parts \*\* on Reference Plan 66R-\*** (the "**Retail Lands**") upon which the owner of the Retail Lands (hereinafter referred to as the "**Retail Owner**") and its successors and assigns, from time to time, has developed a freehold commercial/retail component and located beneath (and around portions of the perimeter of) the Condominium (hereinafter collectively referred to as the "**Retail Component**"), for the use and enjoyment of the owners, tenants and their respective customers, invitees and visitors of the Retail Component and the general public;
14. **RESERVING** an easement, right of way or right in the nature of an easement in perpetuity over, along, upon and across those portions of the non-exclusive common elements on level A (P1) of the Condominium Underground Garage more particularly designated as **Parts\*\* on Reference Plan 66R-**\_\_\_\_\_ (hereinafter referred to as the "**Shared Garage Ramp & Level A Drivelanes**"), in favour of the Retail Lands and the Retail Component developed thereon for use by the Retail Owner, its agents, representatives, employees, and the respective tenants, sub-tenants, licensees, sub-licensees, users, patrons and/or permitted occupants from time to time of the Retail Component (or any portion thereof) for the purposes of providing vehicular and pedestrian access and egress over the Shared Garage Ramp & Level A Drivelanes to and from the Shared Visitor Parking (as hereinbefore defined) situate on level A (P1) of the Condominium Lands, provided however that such

access, egress and/or use shall be subject to any reasonable restrictions (if any) imposed by the security personnel operating the concierge station on behalf of the Condominium;

15. **RESERVING** an easement, right of way or right in the nature of an easement in perpetuity in, over, along, upon and across those portions of the non-exclusive common elements on level A (P1) of the Condominium more particularly designated as **Parts \*\* on Reference Plan 66R-** (hereinafter referred to as the "**Shared Visitor Parking**"), in favour of the Retail Lands and the Retail Component developed thereon for use by the Retail Owner, its agents, representatives, employees, and the respective tenants, sub-tenants, licensees, sub-licensees, users, patrons and/or permitted occupants from time to time of the Retail Component (or any portion thereof) for vehicular and pedestrian access and egress to the Shared Visitor Parking provided however such access, egress and/or use of the Shared Visitor Parking shall be subject to any reasonable restrictions (if any) imposed by the security personnel operating the concierge station on behalf of the Condominium;
16. **RESERVING** an easement, right of way or right in the nature of an easement over, along, upon and across those portions of the non-exclusive common elements on level A (P1) of the Condominium Lands more particularly designated as **Parts \* on Reference Plan 66R-** (hereinafter referred to as the "**Shared Garage Ramp & Level A Drivelanes**"), in favour of the Retail Lands and the Retail Component developed thereon, for use by the Retail Owner and its agents, representatives, employees, contractors, service personnel and trades from time to time of the Retail Component (or any portion thereof) for the purposes of facilitating the Retail Owner's inspection, operation, maintenance and/or repair of any of the equipment, fixtures, systems and appurtenant installations so installed or situate within the confines of the Condominium Lands, or in the alternative, accessible only through (or by) the Shared Garage Ramp & Level A Drivelanes, but specifically intended to service or benefit the Retail Component (or any portion thereof) exclusively, and correspondingly utilized for the ongoing operation, servicing, maintenance and/or repair of the Retail Component (or any portion thereof) exclusively, including without limitation:
  - (a) the condensers, pipes and ancillary equipment affixed to the ceiling of the Condominium Parking Garage which service and benefit the Retail Component exclusively; and
  - (b) the retail garbage room which is located within the Retail Lands but accessible through (or by) the Shared Garage Ramp & Level A Drivelanes;

provided however that the aforementioned rights of access, egress and/or use shall be subject to any reasonable restrictions imposed by the security personnel operating the concierge station on behalf of the Condominium;

17. **RESERVING** an easement, right of way or right in the nature of an easement in favour of the Retail Lands for use by the Retail Owner, its tenants, sub-tenants, licensees and/or sub-licensees and their respective agents, representatives, employees, contractors and/or sub-contractors from time to time, in, over, under, across, along, upon and through **all of the non-exclusive use common elements of the Condominium which are situate on levels A and B respectively** (hereinafter collectively referred to as the "**Condominium's Servicing Areas for Retail**"), for the purposes of:
  - i) enabling, facilitating and/or expediting the installation, operation, alteration, inspection, maintenance and/or repair of all fixtures and equipment, including without limitation, pipes, wires, cables, conduits, watermains, fresh air ventilation intake and exhaust shafts (and any ancillary ventilation equipment), valves and/or meters (including the supply and receipt of utility, storm and sanitary sewer services, and the discharge/drainage of storm and sanitary sewer effluents through same), situate within the Condominium's Servicing Areas for Retail, in order to provide telephone, telecommunication, cable television, water, electricity, air ventilation, gas, storm and/or sanitary sewer services, as well as any other services or benefits, to or for the benefit of the Retail Component (or any portion thereof) exclusively, and also for the purposes of enabling or facilitating the maintenance and/or repair of the Retail Component (or any portion thereof), including the inspection, maintenance and/or repair of the Retail Component's service elevator, machine room and elevator pit and any other equipment, facilities, fixtures, installations and/or systems that are either situate within the confines of the Condominium's Servicing Areas for Retail, or only

accessible from or within the confines of the Condominium's Servicing Areas for Retail, but which service or benefit the Retail Component (or any portion thereof) exclusively; and

- ii) providing pedestrian and vehicular access to and egress from, over or within the common elements situate within the Condominium's Servicing Areas for Retail, to the authorized service personnel of the Retail Owner and of any of the Retail Owner's respective tenants, sub-tenants, licensees and/or sub-licensees from time to time, and their respective contractors and/or sub-contractors (and their respective vehicles, where feasible or reasonably practical or appropriate, due to the existence of roadways or driveways that have already been created and are situate within the confines of the Condominium's Servicing Areas for Retail), together with any equipment, service vehicles, materials and/or machinery utilized in connection with the maintenance, repair and/or inspection of any part of the buildings, structures, installations, improvements and/or services located upon or within the Retail Component, or any portion thereof (or situate upon any portion of the Condominium but servicing or benefiting the Retail Component exclusively);

and which easement, right-of-way or right in the nature of an easement shall include, without limitation, the right to penetrate, cross, drill through, affix to, bore into or travel through, upon, along or under any floor slab(s), ceiling(s), concrete block or masonry wall(s), drywall enclosure(s), or similar installation(s) located upon or within the Condominium's Servicing Areas for Retail for any of the foregoing purposes, provided that such easement or right of way shall not impair or diminish the load-bearing capacity or structural integrity of same, nor any support that same may provide to any portion of the buildings, structures, installations or improvements located on or within any portion of the Condominium from time to time, nor shall the use or exercise of such easement or right-of-way:

- A. damage, impair or deleteriously affect any of the pipes, wires, cables, conduits, equipment, fixtures and/or installations situate within any portion of the Condominium, and which service (or provide any utility or benefit to) any of the units and/or common element areas within the Condominium, or any portion thereof; and/or
- B. unreasonably interfere with the use and enjoyment of any of the units and/or common element areas within the Condominium (or any portion thereof) by the respective unit owners and residents thereof;

provided further that the foregoing easement shall at all times be used, exercised and/or enjoyed so that, to the extent reasonably possible, such use, exercise and/or enjoyment causes the least amount of interference, inconvenience and/or disruption to the respective owners and residents of the Condominium;

- 18. **RESERVING** an easement for support, or right of support in perpetuity, in favour of the Retail Component and the Retail Lands, from, in, on, over, across, along, upon and through the non-exclusive use common elements situate on all levels of the Condominium (hereinafter collectively referred to as the "Condominium's Support Areas for Retail"), for the purposes of providing support to the building(s), structures(s), improvement(s) and/or installation(s) now or hereafter erected upon or within (or comprising part of) the Retail Component, from and by all structural members, columns, walls, ceilings, floor slabs and/or any other building or structural components (including the soil) located upon, within or beneath the Condominium's Support Areas for Retail;
- 19. **RESERVING** a non-exclusive pedestrian easement and right of way in perpetuity, in, on, over, across, along, upon and through the public sidewalk area situate along the northerly perimeter of the Condominium Lands (adjacent to the south side of Private Street B) all as more particularly delineated as **Parts \*\* on Reference Plan 66R-\*** (such walkway area hereinafter referred to as the "Retail Walkway Area") in favour of the Retail Lands for use by the Retail Owner, its successors and assigns from time to time, and its tenants and sub-tenants for the purposes of pedestrian access and for seasonal patio purposes (including without limitation, the placement of temporary and moveable patio tables and chairs, umbrellas, tents, gates, decor and other patio furniture and decor thereon, the use of the patio by customers of any tenants of the Retail Component in accordance with their lease, and the sale of food and drinks on such patio(s) and all other uses appurtenant to the foregoing),



provided that such patio use is (a) permitted by applicable zoning bylaws; (b) the Retail Owner (and/or its tenants and sub-tenants, as applicable) have obtained all applicable municipal permits and approvals and provided copies of same to the Condominium; and (c) such easements, rights of way and rights in the nature of an easements shall be subject to any restrictions imposed by the City of Toronto;

20. **TOGETHER WITH** a non-exclusive pedestrian and vehicular access easement in perpetuity in favour of the Condominium Lands in, on, over, across, along, upon and through that portion of the lands and premises owned by the Retail Owner known as "Private Street B" designated as **Parts \* on Reference Plan 66R-\*\*** (herein sometimes referred to as "**Private Street B**") registered in the Land Titles Division of the Toronto Registry Office (No. 66), as set out in Instrument No. AT-\* ;

21. **TOGETHER WITH** an easement, right of way or right in the nature of an easement, in favour of the Condominium and its authorized agents, representatives and employees, and its retained contractors and/or sub-contractors from time to time, in, over, under, across, along, upon and through the corridors, hallways, staircases, and other common areas of the Retail Lands and the Retail Component as more particularly described as Parts \_\_\_\_\_ on Reference Plan 66R-\_\_\_\_\_ (hereinafter collectively referred to as the "**Retail Component's Servicing Areas for the Condominium**"), for the purposes of:

- i) enabling, facilitating and/or expediting the installation, operation, alteration, inspection, maintenance and/or repair of all pipes, wires, cables, conduits, watermains, valves and/or meters (including the supply and receipt of utility, storm and sanitary sewer services, and the discharge/drainage of storm and sanitary sewer effluents through same), in order to attain telephone, telecommunication, cable television, water, electricity, gas, storm and/or sanitary sewer services, as well as any other services or benefits, to or for the Condominium (or any portion thereof);
- ii) providing access and egress to the ceiling of the Retail Component to the Condominium's service personnel together with any equipment, materials and/or machinery utilized in connection with the maintenance, repair and/or inspection of any part of the plumbing and other mechanical installations, improvements and/or services located upon or within (or comprising part of) the Condominium (or situate upon or within any portion of the Retail Component but servicing or benefiting the Condominium, or any portion thereof); and
- iii) providing pedestrian and vehicular access and egress to the Condominium's service personnel and their respective service vehicles (where feasible or reasonably practical or appropriate, due to the existence of roadways or driveways that have already been created and are situate within the confines of the Retail Component's Servicing Areas for the Condominium), together with any equipment, materials and/or machinery utilized in connection with the maintenance, repair and/or inspection of any part of the buildings, structures, installations, improvements and/or services located upon or within (or comprising part of) the Condominium (or situate upon or within any portion of the Retail Component but servicing or benefiting the Condominium, or any portion thereof);

and which easement, right-of-way or right in the nature of an easement shall include, without limitation, the right to penetrate, cross, drill through, affix to, bore into or travel through, upon, along or under any floor slab(s), ceiling(s), concrete block or masonry wall(s), drywall enclosure(s), or similar installation(s) located upon or within the Retail Component's Servicing Areas for the Condominium for any of the foregoing purposes, provided that such easement or right of way shall not impair or diminish the load-bearing capacity or structural integrity of same, nor any support that same may provide to any portion of the buildings, structures, installations or improvements located on or within any portion of the Retail Component from time to time, nor shall such the use or exercise of such easement or right-of-way:

- A. damage, impair or deleteriously affect any of the pipes, wires, cables, conduits, equipment, fixtures and/or installations situate within any portion of the Retail Component and which service (or provide any utility or benefit to) any portion of the Retail Component; and/or



- B. unreasonably interfere with the use and enjoyment of any portion of the Retail Component by any of the respective tenants, sub-tenants, licensees and/or sub-licensees thereof;

and provided further that the foregoing easement shall at all times be used, exercised and/or enjoyed so that, to the extent reasonably possible, such use, exercise and/or enjoyment causes the least amount of interference, inconvenience and/or disruption to the Retail Owner and the respective tenants, sub-tenants, licensees and/or sub-licensees of any portion of the Retail Component;

22. **TOGETHER WITH** an easement for support, or right of support, in favour of the Condominium in, on, over, across, along, upon and through all of the Retail Lands and the Retail Component, for the purposes of attaining support to the building(s), structures(s), improvement(s) and/or installation(s) now or hereafter erected upon or within (and/or comprising part of) the Condominium, from and by all structural members, columns, walls, ceilings, floor slabs and/or any other building or structural components (including the soil) located upon, within or beneath the Retail Lands and/or the Retail Component.

*In our opinion, based solely on the parcel register or abstract index, and the plans and documents recorded therein, the legal description set out above is correct, and the easements hereinbefore described (if any) will exist in law upon the registration of the declaration and description, and the Declarant is the registered owner of the aforementioned lands, and the appurtenant easements hereinbefore described (if any).*

Messrs. DelZotto, Zorzi LLP, solicitors and duly authorized agents for  
**RESIDENCES OF EDENBRIDGE ON THE KINGSWAY INC.**

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

**Edenbridge On The Kingsway**  
**SCHEDULE "D" TO THE DECLARATION**

Run Date: Aug 28, 2019

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)				
DWELLING UNIT	1	1	0.5997696	x	1	=	0.5997696
DWELLING UNIT	2	1	0.5872008	x	1	=	0.5872008
DWELLING UNIT	3	1	0.5227854	x	1	=	0.5227854
DWELLING UNIT	4	1	0.5781669	x	1	=	0.5781669
DWELLING UNIT	5	1	0.7109253	x	1	=	0.7109253
DWELLING UNIT	6	1	0.7132820	x	1	=	0.7132820
DWELLING UNIT	7	1	0.7132820	x	1	=	0.7132820
DWELLING UNIT	8	1	0.7117109	x	1	=	0.7117109
DWELLING UNIT	9	1	0.7132820	x	1	=	0.7132820
DWELLING UNIT	10	1	0.6217651	x	1	=	0.6217651
DWELLING UNIT	11	1	0.5648125	x	1	=	0.5648125
DWELLING UNIT	12	1	0.5648125	x	1	=	0.5648125
DWELLING UNIT	13	1	0.6343339	x	1	=	0.6343339
DWELLING UNIT	14	1	0.6657560	x	1	=	0.6657560
DWELLING UNIT	15	1	0.4933272	x	1	=	0.4933272
DWELLING UNIT	16	1	0.6319773	x	1	=	0.6319773
DWELLING UNIT	17	1	0.6362978	x	1	=	0.6362978
DWELLING UNIT	18	1	0.6362978	x	1	=	0.6362978
DWELLING UNIT	19	1	0.6362978	x	1	=	0.6362978
DWELLING UNIT	20	1	0.6331556	x	1	=	0.6331556
DWELLING UNIT	21	1	0.5879863	x	1	=	0.5879863
DWELLING UNIT	22	1	0.7502030	x	1	=	0.7502030
DWELLING UNIT	23	1	0.6284423	x	1	=	0.6284423
DWELLING UNIT	24	1	0.7128892	x	1	=	0.7128892
LOCKER UNIT	25-30 incl.	1	0.0143437	x	6	=	0.0860622
SHARED SERVICE ROOM UNIT	31-32 incl.	1	0.0000574	x	2	=	0.0001148
SHARED CACF ROOM UNIT	33	1	0.0000574	x	1	=	0.0000574
LOCKER UNIT	34-67 incl.	1	0.0143437	x	34	=	0.4876858
DWELLING UNIT	1	2	0.4729028	x	1	=	0.4729028
DWELLING UNIT	2	2	0.5758102	x	1	=	0.5758102
DWELLING UNIT	3	2	0.6527944	x	1	=	0.6527944
DWELLING UNIT	4	2	0.6029118	x	1	=	0.6029118
DWELLING UNIT	5	2	0.5974129	x	1	=	0.5974129
DWELLING UNIT	6	2	0.7910517	x	1	=	0.7910517
DWELLING UNIT	7	2	0.2054221	x	1	=	0.2054221
DWELLING UNIT	8	2	0.2529480	x	1	=	0.2529480
DWELLING UNIT	9	2	0.2529480	x	1	=	0.2529480
DWELLING UNIT	10	2	0.2549119	x	1	=	0.2549119
DWELLING UNIT	11	2	0.2549119	x	1	=	0.2549119
DWELLING UNIT	12	2	0.2549119	x	1	=	0.2549119
DWELLING UNIT	13	2	0.2549119	x	1	=	0.2549119
DWELLING UNIT	14	2	0.2568758	x	1	=	0.2568758
DWELLING UNIT	15	2	0.3075439	x	1	=	0.3075439
DWELLING UNIT	16	2	0.5298554	x	1	=	0.5298554
DWELLING UNIT	17	2	0.3860992	x	1	=	0.3860992
DWELLING UNIT	18	2	0.3719593	x	1	=	0.3719593
DWELLING UNIT	19	2	0.5879863	x	1	=	0.5879863
DWELLING UNIT	20	2	0.6355123	x	1	=	0.6355123
DWELLING UNIT	21	2	0.2576613	x	1	=	0.2576613
DWELLING UNIT	22	2	0.5231782	x	1	=	0.5231782

**Edenbridge On The Kingsway**  
**SCHEDULE "D" TO THE DECLARATION**

Run Date: Aug 28, 2019

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)				
DWELLING UNIT	23	2	0.4293046	x	1	=	0.4293046
DWELLING UNIT	24	2	0.3967042	x	1	=	0.3967042
DWELLING UNIT	25	2	0.2867268	x	1	=	0.2867268
DWELLING UNIT	1	3	0.3044017	x	1	=	0.3044017
DWELLING UNIT	2	3	0.2344875	x	1	=	0.2344875
DWELLING UNIT	3	3	0.2337020	x	1	=	0.2337020
DWELLING UNIT	4	3	0.2635530	x	1	=	0.2635530
DWELLING UNIT	5	3	0.5750247	x	1	=	0.5750247
DWELLING UNIT	6	3	0.6527944	x	1	=	0.6527944
DWELLING UNIT	7	3	0.6029118	x	1	=	0.6029118
DWELLING UNIT	8	3	0.5974129	x	1	=	0.5974129
DWELLING UNIT	9	3	0.7910517	x	1	=	0.7910517
DWELLING UNIT	10	3	0.2054221	x	1	=	0.2054221
DWELLING UNIT	11	3	0.2529480	x	1	=	0.2529480
DWELLING UNIT	12	3	0.2529480	x	1	=	0.2529480
DWELLING UNIT	13	3	0.2663024	x	1	=	0.2663024
DWELLING UNIT	14	3	0.2572686	x	1	=	0.2572686
DWELLING UNIT	15	3	0.2572686	x	1	=	0.2572686
DWELLING UNIT	16	3	0.2572686	x	1	=	0.2572686
DWELLING UNIT	17	3	0.2600180	x	1	=	0.2600180
DWELLING UNIT	18	3	0.3075439	x	1	=	0.3075439
DWELLING UNIT	19	3	0.5298554	x	1	=	0.5298554
DWELLING UNIT	20	3	0.3860992	x	1	=	0.3860992
DWELLING UNIT	21	3	0.3719593	x	1	=	0.3719593
DWELLING UNIT	22	3	0.5879863	x	1	=	0.5879863
DWELLING UNIT	23	3	0.6355123	x	1	=	0.6355123
DWELLING UNIT	24	3	0.2576613	x	1	=	0.2576613
DWELLING UNIT	25	3	0.5231782	x	1	=	0.5231782
DWELLING UNIT	26	3	0.4293046	x	1	=	0.4293046
DWELLING UNIT	27	3	0.3967042	x	1	=	0.3967042
DWELLING UNIT	28	3	0.2867268	x	1	=	0.2867268
DWELLING UNIT	1	4-5 incl.	0.3044017	x	2	=	0.6088034
DWELLING UNIT	2	4-5 incl.	0.2344875	x	2	=	0.4689750
DWELLING UNIT	3	4-5 incl.	0.2337020	x	2	=	0.4674040
DWELLING UNIT	4	4-5 incl.	0.2635530	x	2	=	0.5271060
DWELLING UNIT	5	4-5 incl.	0.5750247	x	2	=	1.1500494
DWELLING UNIT	6	4-5 incl.	0.6527944	x	2	=	1.3055888
DWELLING UNIT	7	4-5 incl.	0.6029118	x	2	=	1.2058236
DWELLING UNIT	8	4-5 incl.	0.3703882	x	2	=	0.7407764
DWELLING UNIT	9	4-5 incl.	0.6512233	x	2	=	1.3024466
DWELLING UNIT	10	4-5 incl.	0.2529480	x	2	=	0.5058960
DWELLING UNIT	11	4-5 incl.	0.2529480	x	2	=	0.5058960
DWELLING UNIT	12	4-5 incl.	0.2663024	x	2	=	0.5326048
DWELLING UNIT	13	4-5 incl.	0.2572686	x	2	=	0.5145372
DWELLING UNIT	14	4-5 incl.	0.2572686	x	2	=	0.5145372
DWELLING UNIT	15	4-5 incl.	0.2572686	x	2	=	0.5145372
DWELLING UNIT	16	4-5 incl.	0.2600180	x	2	=	0.5200360
DWELLING UNIT	17	4-5 incl.	0.3075439	x	2	=	0.6150878
DWELLING UNIT	18	4-5 incl.	0.5298554	x	2	=	1.0597108
DWELLING UNIT	19	4-5 incl.	0.3860992	x	2	=	0.7721984
DWELLING UNIT	20	4-5 incl.	0.3719593	x	2	=	0.7439186

**Edenbridge On The Kingsway**  
**SCHEDULE "D" TO THE DECLARATION**

Run Date: Aug 28, 2019

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)				
DWELLING UNIT	21	4-5 incl.	0.5879863	x	2	=	1.1759726
DWELLING UNIT	22	4-5 incl.	0.6355123	x	2	=	1.2710246
DWELLING UNIT	23	4-5 incl.	0.2576613	x	2	=	0.5153226
DWELLING UNIT	24	4-5 incl.	0.5231782	x	2	=	1.0463564
DWELLING UNIT	25	4-5 incl.	0.4293046	x	2	=	0.8586092
DWELLING UNIT	26	4-5 incl.	0.3967042	x	2	=	0.7934084
DWELLING UNIT	27	4-5 incl.	0.2867268	x	2	=	0.5734536
DWELLING UNIT	1	6	0.3044017	x	1	=	0.3044017
DWELLING UNIT	2	6	0.2344875	x	1	=	0.2344875
DWELLING UNIT	3	6	0.5997696	x	1	=	0.5997696
DWELLING UNIT	4	6	0.5333904	x	1	=	0.5333904
DWELLING UNIT	5	6	0.5019683	x	1	=	0.5019683
DWELLING UNIT	6	6	0.3703882	x	1	=	0.3703882
DWELLING UNIT	7	6	0.6512233	x	1	=	0.6512233
DWELLING UNIT	8	6	0.2529480	x	1	=	0.2529480
DWELLING UNIT	9	6	0.2529480	x	1	=	0.2529480
DWELLING UNIT	10	6	0.2663024	x	1	=	0.2663024
DWELLING UNIT	11	6	0.2572686	x	1	=	0.2572686
DWELLING UNIT	12	6	0.2572686	x	1	=	0.2572686
DWELLING UNIT	13	6	0.2572686	x	1	=	0.2572686
DWELLING UNIT	14	6	0.2600180	x	1	=	0.2600180
DWELLING UNIT	15	6	0.2584469	x	1	=	0.2584469
DWELLING UNIT	16	6	0.6123384	x	1	=	0.6123384
DWELLING UNIT	17	6	0.6516161	x	1	=	0.6516161
DWELLING UNIT	18	6	0.7136748	x	1	=	0.7136748
DWELLING UNIT	19	6	0.5231782	x	1	=	0.5231782
DWELLING UNIT	20	6	0.4293046	x	1	=	0.4293046
DWELLING UNIT	21	6	0.3967042	x	1	=	0.3967042
DWELLING UNIT	22	6	0.2867268	x	1	=	0.2867268
DWELLING UNIT	1	7	0.3648893	x	1	=	0.3648893
DWELLING UNIT	2	7	0.2344875	x	1	=	0.2344875
DWELLING UNIT	3	7	0.5997696	x	1	=	0.5997696
DWELLING UNIT	4	7	0.5333904	x	1	=	0.5333904
DWELLING UNIT	5	7	0.5019683	x	1	=	0.5019683
DWELLING UNIT	6	7	0.3703882	x	1	=	0.3703882
DWELLING UNIT	7	7	0.6512233	x	1	=	0.6512233
DWELLING UNIT	8	7	0.2529480	x	1	=	0.2529480
DWELLING UNIT	9	7	0.2529480	x	1	=	0.2529480
DWELLING UNIT	10	7	0.2663024	x	1	=	0.2663024
DWELLING UNIT	11	7	0.2572686	x	1	=	0.2572686
DWELLING UNIT	12	7	0.2572686	x	1	=	0.2572686
DWELLING UNIT	13	7	0.2572686	x	1	=	0.2572686
DWELLING UNIT	14	7	0.2600180	x	1	=	0.2600180
DWELLING UNIT	15	7	0.2584469	x	1	=	0.2584469
DWELLING UNIT	16	7	0.6154807	x	1	=	0.6154807
DWELLING UNIT	17	7	0.6516161	x	1	=	0.6516161
DWELLING UNIT	18	7	0.7136748	x	1	=	0.7136748
DWELLING UNIT	19	7	0.5231782	x	1	=	0.5231782
DWELLING UNIT	20	7	0.4293046	x	1	=	0.4293046
DWELLING UNIT	21	7	0.5950563	x	1	=	0.5950563
DWELLING UNIT	1	8	0.8354354	x	1	=	0.8354354

**Edenbridge On The Kingsway**  
**SCHEDULE "D" TO THE DECLARATION**

Run Date: Aug 28, 2019

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)					
DWELLING UNIT	2	8	0.7765190	x	1	=	0.7765190	
DWELLING UNIT	3	8	0.7337064	x	1	=	0.7337064	
DWELLING UNIT	4	8	0.8044061	x	1	=	0.8044061	
DWELLING UNIT	5	8	0.9320584	x	1	=	0.9320584	
DWELLING UNIT	6	8	0.8295438	x	1	=	0.8295438	
DWELLING UNIT	1	9	0.9206679	x	1	=	0.9206679	
DWELLING UNIT	2	9	0.7765190	x	1	=	0.7765190	
DWELLING UNIT	3	9	0.7337064	x	1	=	0.7337064	
DWELLING UNIT	4	9	0.8044061	x	1	=	0.8044061	
DWELLING UNIT	5	9	0.9320584	x	1	=	0.9320584	
DWELLING UNIT	6	9	0.8837469	x	1	=	0.8837469	
COMMUNICATION CONTROL UNIT	1	10	0.0000567	x	1	=	0.0000567	
SHARED SERVICE ROOM UNIT	2	10	0.0000574	x	1	=	0.0000574	
PARKING UNIT	1-65 incl.	A	0.0430311	x	65	=	2.7970215	
PARKING/LOCKER UNIT	66	A	0.0573748	x	1	=	0.0573748	
PARKING UNIT	67-100 incl.	A	0.0430311	x	34	=	1.4630574	
LOCKER UNIT	101-193 incl.	A	0.0143437	x	93	=	1.3339641	
SHARED SERVICE ROOM UNIT	194-196 incl.	A	0.0000574	x	3	=	0.0001722	
PARKING UNIT	1-49 incl.	B	0.0430311	x	49	=	2.1085239	
PARKING/LOCKER UNIT	50	B	0.0573748	x	1	=	0.0573748	
PARKING UNIT	51-85 incl.	B	0.0430311	x	35	=	1.5060885	
PARKING/LOCKER UNIT	86	B	0.0573748	x	1	=	0.0573748	
PARKING UNIT	87	B	0.0430311	x	1	=	0.0430311	
PARKING/LOCKER UNIT	88	B	0.0573748	x	1	=	0.0573748	
PARKING UNIT	89-142 incl.	B	0.0430311	x	54	=	2.3236794	
PARKING/LOCKER UNIT	143	B	0.0573748	x	1	=	0.0573748	
PARKING UNIT	144-170 incl.	B	0.0430311	x	27	=	1.1618397	
PARKING/LOCKER UNIT	171	B	0.0573748	x	1	=	0.0573748	
LOCKER UNIT	172-257 incl.	B	0.0143437	x	86	=	1.2335582	
SHARED SERVICE ROOM UNIT	258	B	0.0000574	x	1	=	0.0000574	
								100.0000000%

Residences Of Edenbridge On The Kingsway Inc., hereby confirms the percentages and calculations herein.

Residences Of Edenbridge On The Kingsway Inc.

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

Authorized Signing Officer  
I have the authority to bind the Corporation

## CERTIFICATE IN RESPECT OF A BY-LAW

**Certificate in Respect of a By-law (under subsection 14 (1) of Ontario Regulation 48/01 and subsection 56 (9) of the Condominium Act, 1998, and referred to in subsection 38 (1) of Ontario Regulation 49/01) Condominium Act, 1998**

Toronto Standard Condominium Corporation No. \*\*\*\* (hereinafter referred to as the "Corporation") certifies that:

1. The copy of by-law number 2, attached as Schedule "A", is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. *(Please check the statement that applies)*
  - ☒ *[Fillable check box]* The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment *[if clause 56 (10) (a) of the Condominium Act, 1998 applies but subsection 14 (2) of Ontario Regulation 48/01 does not apply]*.
  - ☐ *[Fillable check box]* The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment *[if clause 56 (10) (a) of the Condominium Act, 1998 and subsection 14 (2) of Ontario Regulation 48/01 apply]*.
4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
  - ☐ *[Fillable check box]* The by-law is a joint by-law made under section 59 of the Condominium Act, 1998 and is not effective until the corporations that made it, being \_\_\_\_\_, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the Condominium Act, 1998.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. \*\*\*\***

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

Name:

Title:

I have authority to bind the Corporation

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF  
TORONTO STANDARD CONDOMINIUM CORPORATION NO. \*\*\*\***

**BY-LAW NUMBER 2**

Be it enacted as a By-law of Toronto Standard Condominium Corporation No. \*\*\*\* (hereinafter referred to as this or the "**Condominium**" or this or the "**Corporation**"), as follows:

1. That the Corporation enter into a reciprocal agreement or shared facilities agreement with FCHT HOLDINGS (ONTARIO) CORPORATION (hereinafter referred to as the "**Retail Owner**") and RESIDENCES OF EDENBRIDGE ON THE KINGSWAY INC. (hereinafter referred to as the "**Declarant**"), as parties thereto, in substantially the same form and content as the draft agreement annexed hereto as Schedule "A" (hereinafter referred to as the "**Two-Way Shared Facilities Agreement**"), with the Retail Owner entering into same in its capacity as the sole registered owner of the freehold commercial/retail component comprising approximately 685.98 square meters of total gross floor area at grade (intended for use primarily as ground floor rentable retail space) (hereinafter referred to as the "**Retail Component**"), and located beneath (and around portions of the perimeter of) the Condominium, and accessible by the general public from and along Private Street B and from The Kingsway (with such freehold retail lands and premises encompassing the Retail Component being **municipally known as [TBA]** (hereinafter referred to as the "**Retail Lands**"), and with the Retail Component having the use of the Two-Way Shared Facilities and as more particularly detailed in the Two-Way Shared Facilities Agreement;

with the Condominium Lands (as such term is defined in the Condominium's declaration) and the Retail Lands hereinafter collectively referred to as the "**Project Lands**") and with the Shared Facilities Agreement providing for the mutual use, ownership, operation, insurance, servicing, maintenance and repair of various shared equipment, fixtures, services and/or installations (hereinafter collectively referred to as the "**Two-Way Shared Facilities**"), situate within the Project Lands serving or benefitting the Condominium and the Retail Component and the corresponding allocation, sharing and payment of all costs associated therewith (hereinafter collectively referred to as the "**Two-Way Shared Facilities Costs**") all as more particularly set forth in the Two-Way Shared Facilities Agreement;

2. That the President or the Secretary of the Corporation is hereby authorized to execute the Two-Way Shared Facilities Agreement, on behalf of the Corporation, with or without the seal of the Corporation affixed thereto, together with any amendments or modifications thereto from time to time, and any other documents and instruments which are ancillary or incidental thereto, including without limitation, all instruments, applications and/or affidavits which may be required in order to register the Two-Way Shared Facilities Agreement against the title to the Condominium Lands (and against each of the units and common elements within the Condominium) and against the title to the Retail Lands;
3. That the performance and fulfilment of all covenants and obligations of the Corporation set forth in the Two-Way Shared Facilities Agreement are hereby expressly authorized, ratified, sanctioned, confirmed and approved; and
4. That the affixation of the corporate seal of the Corporation to the Two-Way Shared Facilities Agreement, and to all documents and instruments referred to therein or contemplated thereunder, is hereby authorized, ratified, sanctioned, confirmed and approved.

The foregoing By-law is hereby enacted as By-law Number 2 of Toronto Standard Condominium Corporation No. \*\*\*\*.

DATED at the City of Toronto, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. \*\*\*\***

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

Name:

Title:

I have authority to bind the Corporation



## SHARED FACILITIES AGREEMENT

THIS AGREEMENT MADE this \*\* day of \_\_\_\_\_, 20\_\_.

BETWEEN:

**TORONTO STANDARD CONDOMINIUM CORPORATION NO.**

a condominium corporation created by the registration of a declaration and description under the Act (as hereinafter defined) on the \* day of \_\_\_\_\_, 20\_\_, in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT- \*\*\* (hereinafter referred to as this or the "Condominium", or the "Corporation", or the "Condominium Corporation")

OF THE FIRST PART

- and -

**RESIDENCES OF EDENBRIDGE ON THE KINGSWAY INC.**

a corporation incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as the "Declarant")

OF THE SECOND PART

- and -

**FCHT HOLDINGS (ONTARIO) CORPORATION**

(hereinafter referred to as the "FCHT")

OF THE THIRD PART

A. WHEREAS Residences of Edenbridge On the Kingsway Inc. (hereinafter the "Declarant") has developed an integrated residential condominium with a freehold retail project (hereinafter collectively referred to as the "Edenbridge Project" or the "Project"), on those lands and premises fronting on the west side of Royal York Road and on the east side of The Kingsway, north of Lambeth Road and south side of a Private Street B (as hereinafter defined), more particularly designated as Parts \* to \* inclusive on Reference Plan 66R-\*\*, registered in the Land Titles Division of the Toronto Registry Office (No. 66) (hereinafter collectively referred to as the "Project Lands" or the "Real Property"), and comprising or consisting of the following two distinct components (hereinafter sometimes referred to as the "two Components"), namely:

- a) the residential condominium, being a nine (9) storey residential high-rise condominium containing 182 dwelling units (consisting of 159 highrise dwelling units and 23 two-storey grade-level dwelling units attached to the perimeter of the Condominium (and with a designated superintendent suite), together with 265 parking units, 6 parking/locker units, 219 locker units, 8 Two-Way Shared Service Units, and 1 communication control unit, developed and created upon or within that portion of the Project Lands more particularly designated as **Parts \*\*\*\*\***, registered in the Land Titles Division of the Toronto Land Registry Office (No. 66), and with the main lobby of the tower municipally located at 255 The Kingsway, Toronto, Ontario (hereinafter collectively referred to as the "Condominium Lands"); and
- b) a freehold commercial/retail component comprising approximately 685.98 square metres of total gross floor area at grade (intended for use primarily as ground floor rentable retail space), and located beneath (and around portions of the perimeter of) the Condominium (hereinafter collectively referred to as the "Retail Component"), and accessible by the general public from and along Private Street B (as hereinafter defined) and from The Kingsway (with such commercial/retail freehold lands and premises encompassing the Retail Component comprising Parts \*\*\*\*\* on Reference Plan 66R-\*\*\*, and being **municipally known as \_\_\_\_\_** (hereinafter collectively referred to as the "Retail Lands"), and with the Retail Component having the use of the Two-Way Shared Parking Spaces, the Shared Loading Area Unit (as such terms are hereinafter defined) and other

shared servicing rooms located in the Condominium Lands and as more particularly hereinafter detailed in this Agreement;

B. AND WHEREAS FCHT is the registered owner of the Retail Lands, which Retail Lands are adjacent to a privately owned road municipally known as "Private Street B" comprised of Parts \_\_\_\_\* on Plan 66R-\_\_\_\_\_\* (hereinafter referred to as the "**Shared Roadway**" or "**Private Street B**") owned by the Retail Owner and whereas the Condominium shall have an appurtenant non-exclusive easement over, along, and upon Private Street B, to be used in common with others, for pedestrian and vehicular ingress and egress to and from the Condominium Lands and to and from Royal York Road and The Kingsway, and for purposes of installing, operating and maintaining hydro electric services and installations therein for benefit of the Condominium, as set out in Instrument No. \_\_\_\_\_; (hereinafter referred to as the "**Condominium's Private Street B Easement**");

C. AND WHEREAS the Condominium Lands shall include a two (2) levels of below grade parking located within the Condominium's underground parking garage (hereinafter referred to as the "**Condominium Parking Garage**");

D. AND WHEREAS level A (P1) of the Condominium Parking Garage contains approximately 125 parking spaces, of which approximately 100 have been unitized and used only by the owners, residents, tenants and permitted occupants of the dwelling units in the Condominium Lands (collectively, the "**Unit Owners**") from time to time and of which:

- a) an additional maximum of 15 parking spaces located on level A (P1) of the Condominium Parking Garage shall be common elements of the Condominium Lands and used by Invitees of the Unit Owners and by the Condominium's and the Unit Owners' Representatives providing services to the Condominium Lands, and with each of such 15 parking spaces to be clearly designated for "**residential visitor parking only**"; and
- b) a further additional maximum of 10 parking spaces located on level A (P1) of the Condominium Parking Garage shall be common elements of the Condominium and used by the Retail Owner, as hereinafter defined and any tenant(s) or sub-tenant(s) of any portion of the Retail Component (collectively, the "**Retail Tenants**"), and their respective Invitees Representatives providing services to the Retail Component and/or the Retail Lands, with each of such 10 parking spaces to be clearly designated as "**commercial and retail parking only**"

(hereinafter collectively referred to as the "**Two-Way Shared Visitors Parking Spaces**"), and with all of the Two-Way Shared Visitors Parking Spaces to be available from Monday to Sunday between the hours of 9:00 a.m. and 10:00 p.m., on a "first come, first served" basis for the temporary parking thereon or therein of a private passenger automobile, motorcycle, station wagon, minivan, commercial vehicle or truck not exceeding 1.9 metres in height, on the express understanding that: (A) a gated access control system or mechanism has been (or will sometime hereafter be) installed within the confines of the Condominium Parking Garage, which gated access control system or mechanism shall be subject to the prior approval of the Condominium and the Retail Owner from time to time, each acting reasonably, and accordingly all Unit Owners (and their respective Invitees and Representatives) and Retail Tenants (and their respective Invitees and Representatives) shall be obliged to pass through said gated access control mechanism in order to access and/or reach the Two-Way Shared Visitors Parking Spaces;; and (B) the Condominium shall not charge any Invitees to the Condominium Lands and/or the Tenants (and their respective Representatives and Invitees) nor any Invitees to the Retail Component and/or the Retail Tenants (and their respective Invitees and Representatives, for parking within any of the Two-Way Shared Visitors Parking Spaces;

E. AND WHEREAS the Condominium Parking Garage also includes the garage ramp being part of the common elements on level A (P1) of the Condominium designated as Parts \_\_\_\_\_ on Plan 66R-\_\_\_\_\_, together with the underground garage driveways on level A (P1) being part of the common elements of the Condominium and designated as Parts \_\_\_\_\_ on Plan 66R-\_\_\_\_\_ (hereinafter collectively referred to as the "**Shared Garage Ramp & Level A Driveways**") and which shall be used and accessible by, amongst others, the Declarant, the Corporation and their respective authorized Invitees and Representatives, and by the Unit Owners and Tenants and their respective Invitees and authorized Representatives, and by the Retail Owner and its Tenants and their respective Invitees and authorized Representatives to access the Two-Way Shared Visitors Parking Spaces, and by the any member(s) of the Shared Facilities Committee (and any Representatives designated or authorized by said committee);

F. AND WHEREAS the Condominium, together with the Retail Owner shall hereinafter sometimes be collectively referred to as the “**Contributors**”, and each of them shall sometimes hereinafter be individually referred to as a “**Contributor**”;

G. AND WHEREAS the parties hereto have entered into this Agreement in order to provide for, amongst other matters, for:

- a) the mutual use, ownership, operation, maintenance and/or repair of the Two-Way Shared Service Units (as such term is hereinafter defined), and the corresponding allocation, sharing and payment of all costs associated therewith, by and between the Condominium and the Retail Owner, as hereinafter outlined;
- b) the mutual use, ownership, operation, maintenance and/or repair of the Two-Way Shared Generator Facilities (as such term is hereinafter defined), and the corresponding allocation, sharing and payment of all costs associated therewith, by and amongst the Condominium and the Retail Owner, as hereinafter outlined;
- c) the mutual use, ownership, operation, maintenance and/or repair of the Two-Way Shared CPU Facilities (as such term is hereinafter defined), and the corresponding allocation, sharing and payment of all costs associated therewith, by and amongst the Condominium, and the Retail Owner, as hereinafter outlined;
- d) the mutual use, ownership, operation, maintenance and/or repair of the Two-Way Shared Fire Alarm/Sprinkler System (as such term is hereinafter defined), and the corresponding allocation, sharing and payment of all costs associated therewith, by and amongst the Condominium and the Retail Owner, as hereinafter outlined;
- e) the mutual use, ownership, operation, maintenance and/or repair of the Two-Way Shared Switch Gear Facilities (as such term is hereinafter defined), and the corresponding allocation, sharing and payment of all costs associated therewith, by and amongst the Condominium and the Retail Owner, as hereinafter outlined;
- f) the mutual use, ownership, operation, maintenance and/or repair of the Two-Way Shared Transformer Facilities (as such term is hereinafter defined), and the corresponding allocation, sharing and payment of all costs associated therewith, by and amongst the Condominium and the Retail Owner, as hereinafter outlined;
- g) the mutual use, operation, maintenance and/or repair of the Condominium’s Shared Garage Ramp & Level A Drivelanes (as such term is hereinbefore defined), and the corresponding allocation, sharing and payment of all costs associated therewith, by and amongst the Condominium and the Retail Owner, as hereinafter outlined;
- h) the mutual use, operation, maintenance and/or repair of the Two-Way Shared Visitors Parking Spaces (as such term is hereinbefore defined), and the corresponding allocation, sharing and payment of all costs associated therewith, by and amongst the Condominium and the Retail Owner, as hereinafter outlined;
- i) the mutual use, operation, maintenance and/or repair of the Condominium Perimeter Walkway and the Retail Perimeter Walkway (as each of such terms are herein defined), and the corresponding allocation, sharing and payment of the all costs associated therewith, by and amongst the Condominium and the Retail Owner, as hereinafter outlined;
- j) the mutual use, operation, maintenance and/or repair of the Shared CACF Fire Alarm Room Unit (as such term is hereinafter defined), and the corresponding allocation, sharing and payment of all costs associated therewith, by and amongst the Condominium and the Retail Owner, as hereinafter outlined; and
- k) an orderly and agreed-upon method of approving any desired or required maintenance or repair work to (or that ultimately affects) any portion of the exterior of the Edenbridge Project, so as to ensure that a consistent and uniform aesthetic appearance is maintained, notwithstanding the fact that the actual costs incurred to implement any such maintenance

and/or repair work shall not comprise part of the shared costs, but rather shall be borne and paid for solely and exclusively by the party desiring or requiring such work to be undertaken;

H. AND WHEREAS it is acknowledged and agreed that the Declarant shall have no obligations to pay or contribute any monies towards or on account of any Two-Way Shared Facilities Costs for or on behalf of the Condominium Corporation and accordingly upon the establishment of the Shared Facilities Committee the Declarant shall thereafter no longer be obliged to undertake or perform said obligations under this Agreement, but rather shall thereupon be automatically released and forever discharged from said obligations, and thereafter the said obligations shall be assumed, undertaken and performed by the Shared Facilities Committee;

J. AND WHEREAS in addition to those words, terms and/or phrases that are defined elsewhere in this Agreement, the words, terms or phrases used but not defined herein, but defined in the Condominium's declaration registered as Instrument No. \*\* in the Land Titles Division of the Toronto Land Registry Office (no. 66) (hereinafter, the "**Declaration**") shall have the same meanings respectively ascribed to them in the Declaration, whenever same are used or referred to in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

#### ARTICLE 1.00 - RECITALS

1.01 The parties hereto hereby confirm the veracity of the foregoing recitals, and agree with same, both in substance and in fact.

#### ARTICLE 2.00 - DEFINITIONS

2.01 In addition to any other words, terms or phrases specifically defined elsewhere in this Agreement, the terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

- a) "Act" shall mean the *Condominium Act 1998, S.O. 1998, as amended*, and the regulations made thereunder from time to time;
- b) "**Benefitting Parties**" shall mean the parties having the benefit of an Easement (as such term is hereinafter defined), and shall include, without limitation, the registered and beneficial owner(s) of the dominant tenement(s) in respect of such Easement, provided however that for the purposes of giving and receiving notice(s), and for procuring or giving consent(s) and/or for the purposes of carrying out any Work (as that term is hereinafter defined) or repairing and/or restoring any damage or alterations (all as contemplated in Articles 5.00, 6.00 and 9.00 hereof), the term "**Benefitting Parties**" shall only mean: (i) the Declarant and its successors and assigns; (ii) the Condominium Corporation (for and on behalf of all of the Unit Owners); and (iii) the Retail Owner (for and on behalf of the Retail Tenants) in respect of those portions of the Retail Lands which encompass all or any portion of the aforesaid dominant tenement(s);
- c) "**Certificates of Property Use**" or the "**CPU**" shall mean or include:
  - i) Certificate of Property Use No. \_\_\_\_\_, issued on \_\_\_\_\_ to the City of Toronto, together with various amendments made thereto, and in respect of which: (A) a certificate of requirement was registered on \_\_\_\_\_ against the title to the Real Property as **Instrument No. AT-\_\_\_\_\_**; and (B) record of site condition was filed with the Ministry of Environment & Climate Change (hereinafter referred to as the "**MOECC**"), in order to permit the residential use of the Real Property so encumbered or affected

by the aforementioned Certificate of Property Use (and upon which the Condominium has been developed);

issued by the MOECC pursuant to section 168.6(1) of the *Environmental Protection Act R.S.O. 1990, c.19, as amended*, in connection with the development of the Project, and which Certificate of Property Use impose ongoing risk management and/or risk mitigation measures, requirements and/or obligations to be assumed and complied with by the Condominium (all of which obligations are hereinafter collectively referred to as the “**CPU Obligations**”), in addition to the risk assessment(s) filed in respect of the Real Property with the MOECC’s site registry (along with the aforementioned records of site condition), including without limitation, the requirement for the ongoing inspection, testing and monitoring of the soil situate within or beneath portions of the Condominium Lands and/or any other portion(s) of the Project, and the ground water within (or emanating from) the confines of the Condominium Lands, together with the ongoing testing and monitoring of the air quality in respect of the air within certain below-grade portions of the Condominium Lands or within any other portions of the Project, including without limitation, the air quality monitoring ports comprising part of the methane mitigation system which are located on level [TBA] within the Condominium Lands, and correspondingly vented to or at the roof of the Condominium Lands, along with periodic reporting requirements in connection therewith with the soil samples, ground water samples and air samples to be taken from the Condominium Lands’ below-grade common element areas (or within any other portions of the Project) on a periodic basis, as and when stipulated by the Certificates of Property Use, for ultimate analysis by an accredited laboratory, with records of all sampling events and analytical test results to be maintained and available for inspection by representatives of the MOECC upon request, on the express understanding that: (i) the performance and fulfilment of the CPU Obligations, including without limitation, all periodic testing, monitoring and/or reporting requirements in respect of the soil, ground water and/or air quality, and/or the implementation of any health and safety plan to the satisfaction of the MOECC (if applicable), and the maintenance of all required records relating thereto, shall be undertaken and coordinated by the Shared Facilities Committee (as hereinafter defined) for and on behalf of the Condominium and the Retail Owner; (ii) all costs and expenses in connection with the performance and fulfilment of all CPU Obligations from time to time, incurred any time after the first year following the registration of the Condominium, inasmuch as the Condominium Corporation has voluntarily agreed to pay 100% of said CPU Compliance Costs (as hereinafter defined) during and throughout the first year after the Condominium’s registration (and with all such CPU Compliance Costs incurred or arising after the first year following the Condominium’s registration being ultimately shared by and amongst the Condominium and the Retail Owner as hereinafter provided (in accordance with their respective Proportionate Two-Way Shared Facilities Shares, as hereinafter defined), and shall correspondingly comprise part of the Two-Way Shared Facilities Costs (as hereinafter defined);

- d) “**Condominium Lands**” has the meaning ascribed thereto in Recital A(a) hereto;
- e) “**Condominium Perimeter Walkway**” shall mean the sidewalk areas situate along any portion of the Condominium’s perimeter forming part of the Condominium Lands, including without limitation, the public sidewalk area situate along the northerly perimeter of the Condominium adjacent to the south side of Private Street B and the easterly perimeter of the Condominium adjacent to the west side of Royal York Road all as more particularly delineated as Parts \*\* on Reference Plan 66R-\* and which Condominium Perimeter Walkway is subject to a non-exclusive pedestrian easement and right of way in favour of the Retail Lands for the use and enjoyment of the Retail Owner, the Retail Tenants, and their respective Representatives and Invitees for the purposes of ingress to and egress from the Retail Lands in accordance with the terms and provisions of Instrument No. \_\_\_\_\_;
- f) “**Condominium’s Private Street B Easement**” has the meaning ascribed thereto in Recital B hereto;

- g) **"Contributor"** or **"Contributors"** shall the meaning ascribed to such terms in recital G of this Agreement;
- h) **"CPU Compliance Costs"** shall mean the aggregate of all costs and expenses incurred in connection with the performance and fulfilment of all outstanding and/or ongoing CPU Obligations (as hereinbefore defined), all as more particularly set out in the Two-Way Shared Facilities Budget(s) issued from time-to-time, but in no case less than annually, and correspondingly incurred or arising any time after the first year following the registration of the Condominium (inasmuch as the Condominium Corporation has voluntarily agreed to pay 100% of the CPU Compliance Costs during and throughout the first year after the Condominium's registration), and which costs form part of the Two-Way Shared Facilities Costs and be shared by and amongst (and be correspondingly paid for by) each of the Condominium and the Retail Owner, in accordance with their respective Proportionate Two-Way Shared Facilities Shares (as herein defined), pursuant to the provisions of this Agreement;
- i) **"Easement Areas"** shall mean, collectively, those portions of the Project which are subject to any of the Easements (as such term is hereinafter defined), and shall also include any Relocated Easement Areas (as hereinafter defined), and the term **"Easement Area"** shall mean any particular portion of the Easement Areas as dictated by the context in which said term is used;
- j) **"Easements"** shall mean the easements, rights of way, or rights in the nature of easements (either for pedestrian and/or vehicular access and egress purposes, for servicing, maintenance and/or repair purposes, and/or for support by, from or in respect of the Support Structures, as hereinafter defined ) within, over, upon, under, across or through (as the case may be):
  - i) all or portions of the common elements situate within the Condominium Lands, in favour of the Retail Lands (or any portion thereof), and/or the Retail Owner; and
  - ii) all or portions of the Retail Lands, in favour of the Condominium and/or the Condominium Lands (or any portion thereof);

all as more particularly described in paragraphs \* in Schedule "A" to the Declaration, some of which are referenced herein this Agreement, together with the Relocated Easements (as hereinafter defined), and those easements, rights of way or rights in the nature of an easement which have been created by one or more transfers of easement(s) registered as Instrument Nos. [TBA] in the Land Titles Division of the Toronto Registry Office (No. 66), and/or any other easements, rights of way or rights in the nature of an easement which are hereafter created by way of any transfer of easement(s) between the Condominium and the Retail Owner, and the term **"Easement"** shall mean any particular portion of the Easements as dictated by the context in which said term is used;
- k) **"Edenbridge Project"** or the **"Project"** shall have the meaning ascribed to such term in recital A of this Agreement;
- l) **"Emergency"** shall mean any circumstance(s) or event(s) which involves danger to (or risks the safety and/or security of) any person(s) or property, or which gives rise to, or poses an immediate risk to, the loss or suspension of any utility or service provided to (or benefitted by) any or all of the Condominium Lands and/or the Retail Component respectively, whether actually occurring or imminent;
- m) **"Exclusive Condominium Equipment"** shall mean all of the equipment, fixtures, systems and appurtenant installations so installed, supplied or connected within the confines of the Project, and which are (or will be) earmarked and designated for the ongoing operation, servicing, maintenance and/or repair of the Condominium Lands (or any portion thereof) exclusively, and the entire cost of operating, maintaining, repairing and insuring the Exclusive Condominium Equipment (or any portion thereof) shall comprise part of the common expenses and shall correspondingly be borne and paid for solely by the Condominium;

- n) **"Exclusive Retail Equipment"** shall mean all of the equipment, fixtures, systems and appurtenant installations so installed, supplied or connected within the confines of the Project, and which are (or will be) earmarked and designated for the ongoing operation, servicing, maintenance and/or repair of the Retail Component (or any portion thereof) exclusively, and the entire cost of operating, maintaining, repairing and insuring the Exclusive Retail Equipment (or any portion thereof) shall be borne and paid for solely by the Retail Owner;
- o) **"Governmental Authorities"** shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the development of the Project;
- p) **"Hazardous Substance"** shall mean any petroleum product, asbestos product, lead, lead paint, mould or mould conditions, or any other material, substance or waste that is recognized as being hazardous or dangerous to health or to the environment by any federal, provincial or local agency having environmental protection jurisdiction over the Project;
- q) **"Invitees"** shall mean, collectively, a party's guests, invitees, patrons, users, customers, licensees, and visitors from time to time, and an **"Invitee"** shall mean any one of them. ]
- r) the **"Project Architect"** shall mean the architect retained by the Declarant in connection with the design, development, construction and completion of the Project on the Project Lands, namely the firm of \_\_\_\_\_, or such other firm as the Declarant may retain from time to time;
- s) **"Project Lands"** shall have the meaning ascribed to such term in recital A of this Agreement;
- t) **"Proportionate Two-Way Shared Interest"** or the **"Proportionate Two-Way Share"** of each of the Condominium and the Retail Owner, with respect to both the ownership of the Two-Way Shared Service Units and with respect to the allocation or apportionment of the Two-Way Shared Facilities Costs (each as hereinafter defined) between them, shall mean that percentage or proportion attributable to each Contributor, based on (or derived by) dividing each Contributor's respective gross floor area situate at and/or above level 1 (including, with respect to the Condominium Lands, the below-grade within any or all of levels A and B of the Condominium respectively) as the numerator, by the total gross floor area at and/or above level 1 and also below-grade within any or all of levels A and B comprising the Project Lands, as the denominator, as conclusively determined by and certified by the Project Architect (with the respective interest or share of each of the Contributors, determined in accordance with the foregoing formula, being sometimes hereinafter individually referred to as its **"Proportionate Two-Way Shared Interest"** or its **"Proportionate Two-Way Share"**). In light of the fact that the Project Architect has now confirmed that the gross floor area (at, above and/or below grade) so attributable to the Condominium is approximately 22,734.30 square metres, the gross floor area (at, above and/or below grade) so attributable to the Retail Component is approximately 685.98 square metres, the Condominium's Proportionate Two-Way Shared Interest or its Proportionate Two-Way Share amounts to **97.07%** and the Retail Owner's Proportionate Two-Way Shared Interest or its Proportionate Two-Way Share amounts to **2.93%**;
- u) the term **"repair"** when used or referred to in this Agreement with respect to any item, matter or component, shall expressly include the obligation to repair and replace the item, matter or component (as the case may be) after damage thereto, but shall not include the obligation to repair or replace any improvements made to the item, matter or component following grant of occupancy unless the Act or this Agreement provides otherwise;
- v) **"Residential Building Exteriors"** shall mean or include any portion of the exterior walls, roofs, windows and all other exterior surfaces and facades of the Condominium building;



- w) **"Representatives"** shall mean, collectively, a party's agents, representatives, employees, service personnel, workmen, trades, contractors and/or sub-contractors from time to time, and **"Representative"** shall mean any one of them;
- x) **"Retail Building Exterior"** shall mean or include any portion of the exterior walls, roofs, windows and all other exterior surfaces and facades of the Retail Component;
- y) **"Retail Component"** shall have the meaning ascribed to such term in recital A, subparagraph b) of this Agreement;
- z) **"Retail Lands"** shall have the meaning ascribed to such term in recital A, subparagraph b) of this Agreement;
- aa) **"Retail Owner"** shall mean FCHT in its capacity as the owner of the Retail Lands and its successors and assigns;
- bb) **"Retail Perimeter Walkway"** shall mean the public sidewalk area situate along the northerly perimeter of the Retail Component adjacent to the south side of Private Street B all as more particularly delineated as Parts \*\* on Reference Plan 66R-\* and which walkway is subject to a non-exclusive pedestrian easement and right of way in favour of the Condominium Lands, for the use and enjoyment of the Unit Owners and their respective Invitees and Representatives for the purposes of ingress to and egress from the Condominium Lands in accordance with the terms set out in Instrument No. \_\_\_\_\_;
- cc) **"Retail Tenants"** shall have the meaning ascribed to such term in Recital D subparagraph b) of this Agreement;
- dd) **"Retail Transferee"** shall have the meaning ascribed to such term in Paragraph 3.01(d) of this Agreement;
- ee) the **"Servicing, Maintenance & Repair Easements"** shall mean those Easements which enable or facilitate: (i) the installation, maintenance, operation, alteration, repair, replacement, inspection and/or monitoring of any or all pipes, wires, cables, conduits, watermain, fresh air ventilation intake and exhaust shafts (and any ancillary ventilation equipment), valves, meters, equipment, fixtures, systems and/or any other appurtenant utility and/or servicing installations (in connection with the supply and/or distribution of water, gas, electricity, air ventilation, storm and/or sanitary sewer services, and/or the discharge/drainage of storm and/or sanitary sewer effluents, as well as the supply of telephone, telecommunication, cable television and/or other services) in, on, over, along, upon, across and through various portions of the Project Lands; and/or (ii) the maintenance and/or repair of any part of the buildings, structures, installations, improvements, equipment, fixtures, systems and/or services located within, or operating from any portion of the lands of the other Contributor, or serving or benefitting any one or both of the Contributors;
- ff) the **"Servient Owners"** shall mean the owner(s) of the servient tenement(s) in respect of any of the Easements and who are subject to the burden of such Easement(s), provided however that for the purposes of giving and receiving notice(s), or for the purposes of procuring or giving consents, and/or for the purposes of carrying out any Work (as that term is hereinafter defined) or for repairing and/or restoring any damage or alterations, all as contemplated in Articles 5.00, 6.00 and 9.00 hereof, the term **"Servient Owners"** shall only mean: (i) the Condominium Corporation (for and on behalf of all of the Unit Owners); and (ii) the Retail Owner (for and on behalf of all Retail Tenants) in respect of those portions of the Retail Lands; ;
- gg) **"Shared CACF Fire Alarm Room Unit"** shall mean unit 33 on level 1 in this Condominium (comprising the central alarm control facility room and correspondingly containing a shared central alarm control panel and a fire alarm monitoring system, and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto), intended to ultimately be owned by this Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests and which Shared CACF Fire Alarm Room Unit is intended to house and facilitate the provision of

fire alarm monitoring services to each of the Condominium Lands and the Retail Component, and be accessible only by the Declarant, the Corporation and the Retail Owner and by each of their respective authorized Representatives, and by any members of the Fire Department of the City of Toronto, and by any member(s) of the Shared Facilities Committee (as hereinafter defined), and by any Representatives designated or authorized by the Shared Facilities Committee;

- ll) **“Shared Emergency Generator Room Unit”** shall mean unit 2 on level 10 in the Condominium Lands, and intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests which Shared Emergency Generator Room Unit shall contain a shared emergency generator (and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto) intended to provide emergency power or electricity to the Condominium Lands and the Retail Component during an emergency, and which Shared Emergency Generator Room Unit shall be accessible only by the Declarant, the Corporation and the Retail Owner, and by their respective authorized Representatives, and by any member(s) of the Shared Facilities Committee (as hereinafter defined), and any Representatives designated or authorized by the Shared Facilities Committee;
- mm) **“Shared Facilities Agreement”** shall mean this Agreement. For the purposes of this Agreement, the term **“Shared Facilities Agreement”** shall be deemed to include all amendments, extensions, waivers, counterpart agreement and assignment and assumption agreement that is subsequently entered into from and after the date hereof;
- nn) **“Shared Facilities Committee”** shall mean the committee established on or before the Transfer Date (as hereinafter defined), and composed of four (4) members in the aggregate, two (2) members of which shall be representatives or nominees of the board of directors of the Condominium, two (2) members of which shall be representatives or nominees of the Retail Owner, and which committee shall coordinate and oversee the operation and/or administration of the Two-Way Shared Facilities, and shall approve the Two-Way Shared Facilities Budget(s) issued from time to time, and whose decisions shall be evidenced and reflected by a majority vote of the members of the Shared Facilities Committee, and with any dispute(s) arising between or amongst any or all of the Contributors which touches or concerns:
  - i) the Two-Way Shared Facilities, or any portion thereof, including without limitation, any dispute regarding any of the Two-Way Shared Facilities Budget(s) and/or any portion of the Two-Way Shared Facilities Costs, or the manner in which any of the Two-Way Shared Facilities is operated, used, insured, maintained and/or repaired; and/or
  - ii) any of the Two-Way Shared Service Units (as hereinafter defined), and/or any of the equipment, facilities, services and/or installations contained therein or operated therefrom, including without limitation, any dispute regarding the manner in which any of such equipment, facilities, services and/or installations is being (or is proposed to be) operated, used, insured, maintained and/or repaired;

shall be resolved by mediation and/or binding arbitration in accordance with the dispute resolution provisions set forth in Article 15.00 of this Agreement;

- oo) the **“Shared Facilities Manager”** shall mean the designated property manager selected by and retained by or on behalf of the Shared Facilities Committee who will act for and on behalf of the Contributors in connection with the administration, operation, insurance, maintenance and/or repair of the Two-Way Shared Facilities (or any portion thereof), and who shall assist the Shared Facilities Committee, in connection with the performance and fulfilment of its duties and obligations, including without limitation, the preparation of all required budgets, the collection of all required contributions to the Two-Way Shared Facilities Costs, the procurement of all required insurance coverage pertaining to the Two-Way Shared Facilities (or any portion thereof), and retaining, managing, and supervising one or more third party service and/or material providers, contractors and/or consultants to carry out and complete any required inspections, testing, maintenance and/or repair or construction work, to any portion of the Two-Way Shared Facilities, as

and when such work is approved or directed to be implemented by the Two-Way Shared Facilities Committee;

- pp) the **"Shared Freight Elevator"** shall mean freight elevator situate within the Shared Loading Area Unit comprised of an elevator that is accessible on levels 1 and A of the Condominium Parking Garage (and all equipment, fixtures and/or installations situate therein or operated therefrom), and intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common, in accordance with their Proportionate Two-Way Shared Facilities Interests, and to be used exclusively for the moving into and out of the Condominium and/or the Retail Component, and for the loading, unloading and transporting of the furnishings, equipment, retail goods, stock merchandise, food, etc. and/or other personal property of any of the owners and for the loading, unloading and transporting of the freight, equipment and/or other property of any of the owners /or tenants of the Retail Component, and for the temporary storage and/or removal of garbage and debris from the Condominium and/or the Retail Component;
- qq) **"Shared Garage Ramp & Level A Drivelanes"** shall have the meaning ascribed to such term in recital E of this Agreement
- rr) the **"Shared Loading Area Unit"** shall mean the loading area designated as unit 31 on level 1 in the Condominium Lands (which includes the loading dock and the Shared Freight Elevator (as such term is herein defined) and all lighting, garage doors and all of the shared loading equipment, fixtures, facilities and/or installations situate therein or operated therefrom), and intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, and to be used exclusively for the moving into and out of the Condominium and/or the Retail Component, and for the loading, unloading and transporting of the furnishings, equipment and/or other personal property of any of the owners and/or residents of the Condominium and/or the Retail Component, and for the temporary storage and/or removal of garbage and debris from the Condominium and/or the Retail Component;
- ss) the **"Shared Roadway"** or **"Private Street B"** shall mean the privately owned roadway municipally known as Private Street B owned by the Retail Owner situated adjacent to the north of the Retail Component, and more particularly designated as Part \* on Reference Plan 66R-\*\*\*\*, registered in the Land Titles Division of the Toronto Land Registry Office (No. 66) and extending westerly from Royal York Road to The Kingsway;
- tt) the **"Shared Servicing Systems"** shall mean those servicing pipes, wires, cables, conduits and/or systems intended to be shared by (and which service or benefit) of both the Condominium Lands and the Retail Component, including without limitation all pertinent portions of the electricity, water, storm and sanitary sewer systems, gas systems, emergency systems, electrical systems, ventilation systems, mechanical systems, plumbing systems, heating and cooling systems, computer controlled access systems, security/fire alarm systems, telephone and cable television systems, and fire protection systems (as well as all pertinent portions of any ancillary computer software, electronic, mechanical, plumbing and/or electrical equipment, fixtures, facilities, systems and/or installations appurtenant thereto), which provide power, drainage, emergency service, fire protection, security, electrical, mechanical, ventilation, drainage, utility, plumbing, heating/cooling, telephone and/or cable television services to both components of the Project, but expressly excluding all pipes, wires, cables, conduits, equipment, fixtures, installations and/or systems serving or benefitting only one of the components or only one of the Contributors exclusively, and the term **"Shared Servicing System"** shall mean any particular servicing system comprising part of (or any portion of) the Shared Servicing Systems as determined or dictated by the context in which said term is used;
- uu) the **"Shared Sprinkler/Fire Pump Room Unit"** shall mean unit 195 on level A in the Condominium (containing a shared emergency sprinkler system and a fire jockey pump, and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto), intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, and intended

to provide emergency sprinkler and fire protection services to each of the Condominium Lands and the Retail Component respectively, and shall be accessible only by the Declarant, the Corporation and the Retail Owner, and each of their respective authorized Representatives, and by any member(s) of the Shared Facilities Committee, and by any Representatives designated or authorized by the Shared Facilities Committee;

- vv) the **"Shared Storm Water Storage Tank Room Unit"** shall mean unit 258 on level B in the Condominium (containing a shared storm water storage tank and all ancillary plumbing and drainage pipes, drains, pumps, and appurtenant equipment, fixtures and/or installations appurtenant thereto) intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, and intended to provide storm water storage/management services to each of the Condominium Lands and the Retail Component respectively, and shall be accessible only by the Declarant, the Corporation and the Retail Owner, and by each of their respective authorized Representatives, and by any member(s) of the Shared Facilities Committee (as hereinafter defined), and by any Representatives designated or authorized by the Shared Facilities Committee;
- ww) the **"Shared Switch Gear Room Unit"** shall mean unit 32 on level 1 in the Condominium and containing a shared electrical switch gear system (and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto), intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, and intended to service or benefit the Condominium Lands and the Retail Component, and with the shared electrical switch gear system being designed to receive incoming high voltage electrical power and to ultimately divert and transmit same to the respective transformers serving each of the Condominium Lands and the Retail Component respectively, and such Shared Switch Gear Room Unit accessible only by the Toronto Hydro, provided that reasonable notice is provided to, and consent is obtained from, the Declarant or the Shared Facilities Committee prior to such access, the Declarant, the Corporation and the Retail Owner and by each of their respective authorized Representatives, and by any member(s) of the Shared Facilities Committee (and by any Representatives designated or authorized by the Shared Facilities Committee), provided that there shall be no alterations made to the Two-Way Shared Switch Gear Facilities located therein without the express consent of Toronto Hydro save and except in the case of an emergency;
- xx) the **"Shared Transformer Room Unit"** shall mean unit 196 on level B in the Condominium and containing a transformer (installed and ultimately owned by Toronto Hydro) and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto, and which shared service room is intended to be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, and intended to service or benefit the Condominium Lands and the Retail Component, and with the transformer also serving each of the Condominium Lands and the Retail Component respectively, and such Shared Transformer Room Unit (and by the Declarant, the Corporation and the Retail Owner and by each of their respective authorized Representatives, and by any member(s) of the Shared Facilities Committee (and by any Representatives designated or authorized by the Shared Facilities Committee);
- yy) the **"Shared Underground Garage Equipment & Systems"** shall mean all mechanical, electrical, plumbing, security and/or servicing pipes, wires, cables, conduits, equipment and/or systems (including without limitation, all fans, doors and the dry sprinkler system and the emergency lighting system within level A of the Condominium Parking Garage) that provide any service and/or benefit to the Condominium Lands and the Retail Component collectively, including without limitation, the Shared Garage Ramp & Level A Drivelanes, the Two-Way Shared Visitors Parking Units, and any waterproofing membrane, any expansion joints, any asphalt traffic topping and/or any other protective coating or substance affixed to (or installed upon) any concrete garage floor slab of the Shared Garage Ramp & Level A Drivelanes and all shared walkways located within level A of said underground garage structure, but expressly excluding i) all parking units, locker units, service units, storage room units, and all other units and storage areas or service room areas situate within the confines of the Condominium which are intended to

service or benefit only the Condominium; ii) all stairwells and/or service rooms (whether ultimately unitized or not) which are designed or intended to service or benefit any one of the two Components exclusively; and iii) any or all mechanical, electrical, plumbing, ventilation, heating, cooling, security and/or servicing pipes, wires, cables, conduits, equipment and/or systems that provide any service and/or benefit to either the Condominium or the Retail Component exclusively, on the express understanding that all costs and expenses incurred in connection with the maintenance and/or repair of the Shared Underground Garage Equipment & Systems (or any portion thereof) including lighting, maintenance, power washing and striping shall comprise part of the Two-Way Shared Facilities Costs (as herein defined), and with the Condominium being solely and exclusively responsible for bearing the entire cost of maintaining and repairing, including lighting, maintenance power washing, and striping of: (A) all structural and the non-structural components of the Condominium Parking Garage that are situate within the confines of its boundaries or lands [including without limitation, any waterproofing membrane, any expansion joints, any asphalt traffic topping and/or any other protective coating or substance affixed to (or installed upon) any concrete garage floor slab beneath any parking units, parking spaces, locker units, locker spaces and all garage driveways and/or walkways situate within level B of the Condominium Parking Garage; and (B) all mechanical, electrical, plumbing, ventilation, heating, cooling, security and/or servicing pipes, wires, cables, conduits, ducts, shafts and/or systems that provide any service and/or benefit solely to the Condominium;

- zz) the **"Shared Water Meter Room Unit"** shall mean unit 194 on level A in the Condominium Lands, and intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, which houses or contains the respective water meters and/or water check meters (and all appurtenant equipment) servicing each of the Condominium Lands and the Retail Component respectively (and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto) and which unit shall be accessible only by the Declarant, the Corporation and the Retail Owner, and by their respective authorized Representatives, and by any member(s) of the Shared Facilities Committee (as hereinafter defined), and any Representatives authorized by the Shared Facilities Committee in order to enable or facilitate the taking of meter readings of the respective water meters and/or water check meters situate therein, as well as the maintenance and repair of said water meters or check meters (and all equipment appurtenant thereto) from time to time;
- aaa) the **"Street Landscaping Elements"** shall mean all of the hard and soft landscaping elements, features and/or components situate along (or adjacent to) the westerly perimeter of the Condominium (situate on the east side of The Kingsway) and/or along (or adjacent to) the southerly perimeter of the Condominium (situate on the north side of Lambeth Road) and/or along (or adjacent to) the easterly perimeter of the Condominium (situate on the west side of Royal York Road) and/or along (or adjacent to) the northerly perimeter of the Condominium (situate on the south side of Private Street B), irrespective of whether such landscaping elements, features or components are situate within (or comprise part of) the common elements of the Condominium, or are situate within City of Toronto-owned lands or comprise part of the municipal road allowance, and in respect of which the cost of irrigating, maintaining and/or repairing same shall comprise part of the Two-Way Shared Facilities Costs (as hereinafter defined), excluding however any privately owned landscaping located within any exclusive use common element areas allocated to those dwelling units situate on the north side of Lambeth Road, east side of The Kingsway or the west side of Royal York Road, as the case may be;
- bbb) the **"Support Structures"** shall mean those portions of the structural members, columns, footings, structural walls, ceiling slabs, floor slabs, and any other component(s) of any building(s), structure(s), installation(s), improvement(s), and/or soil now or hereafter comprising part of the Project Lands, upon which any portion(s) of the Condominium and/or the Retail Component may now or hereafter rely upon for the purposes of support;
- ccc) the **"Transfer Date"** shall mean the date that is not more than ninety (90) days after the date that the Condominium's turnover meeting has been convened pursuant to section 43

of the Act and the post-turnover board of directors has been duly elected, by which date the Declarant shall be ready, willing and able to convey title to the Two-Way Shared Service Units to the Condominium and the Retail Owner so entitled thereto, as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests and for nil consideration.

- ddd) the **“Two-Way Shared CPU Facilities”** shall mean or include any facilities and/or installations related to the CPU Obligations situate within the Condominium Lands, and correspondingly utilized in connection therewith and correspondingly serving or benefitting both Components of the Project;
- eee) the **“Two-Way Shared Facilities”** shall mean or include those shared facilities, shared services, shared areas, shared equipment and/or shared building components comprising part of the Project that are intended to serve or benefit the Condominium Lands and the Retail Component, including without limitation, shared stairwells, shared vestibules, shared corridors, shared exhaust/intake air shafts, shared garage ramp(s), shared garage driveways and walkways, shared electrical and/or mechanical rooms, shared servicing equipment and shared loading areas, and specifically including:
  - i) the Two-Way Shared Generator Facilities, the Two-Way Shared CPU Facilities, the Two-Way Shared Fire Alarm/Sprinkler System, the Two-Way Shared Switch Gear Facilities, the Two-Way Shared Transformer Facilities, the Two-Way Shared Visitors Parking Spaces, the Shared Underground Garage Equipment and Systems and the Shared Garage Ramp & Level A Driveways (as each of such terms are respectively defined in this Agreement); and
  - ii) the Shared Servicing Systems (as hereinafter defined) and the Two-Way Shared Service Units (as herein defined), and all of the shared equipment, fixtures, facilities, systems and/or installations respectively contained therein or operated therefrom and which correspondingly service the Condominium Lands and the Retail Component

but expressly excluding the Exclusive Condominium Equipment (or any portion thereof) and the Exclusive Retail Equipment (or any portion thereof), respectively;
- fff) the **“Two-Way Shared Facilities Budget”** shall mean the budget, prepared not less than once annually following the registration of the Condominium and the corresponding execution of this Agreement, outlining the projected Two-Way Shared Facilities Costs (as hereinafter defined) to be incurred for the ensuing 12 month period immediately following the registration of the Condominium [and which budget shall initially be prepared by the Declarant and be submitted to each of the Condominium and the Retail Owner, and in the subsequent years following the establishment of the Shared Facilities Committee (as hereinafter defined) said budget shall be prepared by or on behalf of the Shared Facilities Committee, on an annual basis, and be correspondingly submitted to each of the Contributors], and which budget(s) shall, amongst other things:
  - i) specifically contain or reflect a separate reserve fund to cover the major repair and replacement of the Two-Way Shared Fire Alarm/Sprinkler System (as hereinafter defined);
  - ii) reflect the fact that the Contributors shall be using the same contractor for the testing of the Two-Way Shared Fire Alarm/Sprinkler System (as hereinafter defined);
  - iii) specifically contain or reflect a separate reserve fund to cover the major repair and replacement of the Two-Way Shared Switch Gear Facilities (as hereinafter defined);
  - iv) specifically contain or reflect a separate reserve fund to cover the major repair and replacement of the Two-Way Shared Transformer Facilities (as hereinafter defined);

- v) specifically contain or reflect a separate reserve fund to cover the major repair and replacement of the Two-Way Shared Generator Facilities (as hereinafter defined);
  - vi) specifically contain or reflect a separate reserve fund to cover the major repair and replacement of the Two-Way Shared CPU Facilities (as herein defined);
  - viii) be formulated in accordance with the terms and provisions of this Agreement; and
  - ix) be incorporated as part of the Condominium's overall annual budget(s);
- ggg) the "Two-Way Shared Facilities Costs" shall mean the aggregate of all costs and expenses incurred in connection with the operation, administration, staffing, insuring, maintenance and repair of the Two-Way Shared Facilities (or any portion thereof), all as set out in the Two-Way Shared Facilities Budget(s) so issued from time-to-time, and which costs shall be shared between the Condominium and the Retail Owner (and be correspondingly paid for by) each of the Condominium and the Retail Owner respectively, in accordance with their respective Proportionate Two-Way Shared Facilities Shares (as hereinafter defined), pursuant to the provisions of this Agreement, and shall include without limitation, the aggregate of all costs and expenses incurred in connection with the following:
- i) the cost of the periodic washing of the exterior windows and any exterior glass or plastic facade(s) (not less than once annually) of the exterior windows (and any exterior glass or plastic facades) of both the Condominium Lands and the Retail Component that are not accessible by any balcony, patio or terrace area;
  - ii) the illumination, operation, maintenance and repair of the Two-Way Shared Service Units, including all common expenses assessed against (or otherwise attributable to) each of the Two-Way Shared Service Units, together with all realty taxes assessed against (or attributable to) any of the Two-Way Shared Service Units (including all realty taxes payable by the Declarant for any period of time prior to the transfer and conveyance of any of the Two-Way Shared Service Units to each of the Condominium and the Retail Owner), as well as the cost of all utilities (ie. water, electricity and thermal energy) utilized or consumed by (or utilized in connection with the use or operation of) each of the Two-Way Shared Service Units (as herein defined) and by any equipment, fixtures and installations appurtenant to or contained therein or operated therefrom which provides any service or benefit both the Condominium and the Retail Component, pursuant to the periodic utility meter or check meter readings which will gauge and monitor their respective utility consumption;
  - iii) the irrigating, maintaining and/or repairing the Street Landscaping Elements (as herein defined), including the cost of all water and any other utilities utilized or consumed in connection therewith;
  - iv) the ownership, operation, insuring, maintenance repair and/or testing of the Two-Way Shared Generator Facilities, including the cost of all utilities (ie water, electricity, gas and/or thermal energy, as the case may be) utilized or consumed in connection therewith, together with the cost maintaining and repairing the shared emergency generator, and any ancillary equipment, fixtures and installations;
  - v) the ownership, operation, insuring, maintenance, repair and/or testing of the Two-Way Shared CPU Facilities, including the cost of all utilities (ie water, electricity, gas and/or thermal energy, as the case may be) utilized or consumed in connection therewith;
  - vi) the ownership, operation, insuring, maintenance and/or the repair the Two-Way Shared Fire Alarm/Sprinkler System (and all ancillary shared equipment, fixtures and/or installations appurtenant thereto), including the cost of periodic testing thereof and the cost of all utilities (ie water, electricity, gas and/or thermal



energy, as the case may be) utilized or consumed in connection with each of the aforementioned facilities;

- vii) the ownership, operation, insuring, maintenance, repair and/or testing of the Two-Way Shared Switch Gear Facilities (and all ancillary shared equipment, fixtures and/or installations appurtenant thereto), including the costs of all utilities (ie water, electricity, gas and/or thermal energy, as the case may be) utilized or consumed in connection therewith, together with the cost of maintaining and repairing the shared electrical switch gear system and all component parts thereof;
- viii) the ownership, operation, insuring, maintenance and/or repair of the Two-Way Shared Transformer Facilities (and all ancillary shared equipment, fixtures and/or installations appurtenant thereto), including the costs of all utilities (ie water, electricity, gas and/or thermal energy, as the case may be) utilized or consumed in connection therewith, together with the cost of maintaining and repairing the transformer and all component parts thereof;
- ix) the illumination, operation, maintenance and/or repair of the Shared Garage Ramp & Level A Drivelanes and the Two-Way Shared Visitors Parking Spaces (including the cost of powerwashing and cleaning the Shared Garage Ramp & Level A Drivelanes and the Two-Way Shared Visitors Parking Spaces (and the costs of maintaining and repairing all lighting and ventilation systems, garage doors, drivelanes and walkways, waterproofing membrane and all mechanical systems and/or underground garage services (such as drains, pipes, cables, etc.) located within (or comprising part of) the level A (P1) of the Shared Underground Garage and exclusively serving same), and together with the cost of maintaining and repairing all electronic, computer, electrical, utility and/or mechanical equipment, fixtures and/or systems (and all appurtenances thereto) comprising part of the level A (P1) of Shared Underground Garage or ancillary thereto ;
- x) the illumination, operation, maintenance and/or repair of the Two-Way Shared Servicing Systems, including without limitation, the cost of maintaining and repairing all electronic, computer, electrical, utility and/or mechanical equipment, fixtures and/or systems (and all appurtenances thereto) comprising part of the Two-Way Shared Servicing Systems or ancillary thereto;
- xi) the maintenance and/or repair of the Condominium Perimeter Walkway and of the Retail Perimeter Walkway (or any portions thereof), including the costs and expenses incurred in connection with maintenance, repair and replacement of the bollards installed therein (or adjacent thereto) and the removal of snow, ice and debris therefrom from the each of the aforementioned walkways; and
- xii) the cost of procuring and maintaining all requisite fire, property damage and public liability insurance coverage (in an amount not less than \$5 million dollars of insurance coverage per occurrence) with respect to the Two-Way Shared Facilities (or any portion thereof), and providing insurance coverage for any damage and/or injury occasioned to any persons and/or property upon or within (or in the course of utilizing) the Two-Way Shared Facilities or any portion thereof, noting the interests of each of the Condominium and the Retail Owner respectively as co-insured parties, and which insurance coverage shall contain cross-liability and severability of interest endorsements, and a waiver of subrogation in favour of each of the Contributors (and those for whom each of the Contributors is, at law, responsible or vicariously liable), and providing for thirty (30) days advance written notice to both Contributors in the event of a cancellation or material change to such insurance coverage;

but expressly excluding all costs and expenses incurred in connection with any or all of the following matters, namely:

- A. the insurance, operation, maintenance and/or repair of the Exclusive Condominium Equipment (or any portion thereof), the costs of which shall be borne and paid for exclusively by the Condominium; and

- B. the insurance, operation, maintenance and/or repair of the Exclusive Retail Equipment (or any portion thereof), the costs of which shall be borne and paid for exclusively by the Retail Owner; and
  - C. the insurance, operation, maintenance and/or repair of the Shared Roadway (or any portion thereof), the costs of which shall be borne and paid for exclusively by the Retail Owner;
- hhh) the **"Two-Way Shared Fire Alarm/Sprinkler System"** shall mean or include the Shared Sprinkler/Fire Pump Room Unit (as hereinafter defined) and the shared emergency sprinkler system and fire jockey pump contained therein or operating therefrom, and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto, which provide fire alarm services and/or sprinkler protection to each of the Condominium and Retail Component respectively, and correspondingly serving or benefitting (and concomitantly shared by) each of the two Components of the Project, and with each of the Contributors being obliged to retain and use the same contractor or service provider for the testing of the Two-Way Shared Fire Alarm/Sprinkler System at any time and from time to time;
- iii) the **"Two-Way Shared Generator Facilities"** shall mean or include the Shared Emergency Generator Room Unit and the emergency generator contained therein that is shared by (and that correspondingly services or benefits) the Condominium Lands and the Retail Component respectively, including without limitation, all of the equipment, wiring, fixtures and/or installations situate within the Shared Emergency Generator Room Unit which provides emergency power or electricity to each of the Condominium Lands and the Retail Component respectively;
- kkk) the **"Two-Way Shared Service Units"** shall mean those units within the Condominium Lands comprising the Shared Emergency Generator Room Unit, the Shared Loading Area Unit, the Shared Water Meter Room Unit, the Shared Sprinkler/Fire Pump Room Unit, the Shared Storm Water Storage Tank Room Unit, the Shared Switch Gear Room Unit the Shared Transformer Room Unit and the Shared CACF Fire Alarm Room Unit, each of which units contains various shared mechanical, electrical, utility, plumbing, heating/cooling, ventilation, drainage, security, fire protection and/or servicing equipment, fixtures, systems, installations and/or facilities (and any appurtenances thereto) now or hereafter utilized in connection with the operation, servicing, maintenance and/or repair of both components of the Edenbridge Project;
- jjj) the **"Two-Way Shared Switch Gear Facilities"** shall mean or include the Shared Switch Gear Room Unit (as herein defined) and the shared electrical switch gear system situate therein (and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto) (installed and owned by Toronto Hydro) and which receives incoming high voltage electrical power and ultimately diverts and transmits same to the transformer serving each of the Condominium and Retail Component;
- kkk) the **"Two-Way Shared Switch Transformer Facilities"** shall mean or include the Shared Transformer Room Unit (as herein defined) and the shared transformer and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto) serving each of the Condominium and Retail Component;
- lll) **"Two-Way Shared Visitors Parking Spaces"** shall have the meaning ascribed to such term in recital D of this Agreement; and
- mmm) **"Unit Owners"** shall have the meaning ascribed to such term in Recital D.

Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example (such as "including") and then a list of, or reference to, specific matters or items, such list or reference shall not be read so as to limit or restrict the generality of such statement or provision, even though words such as "without limitation" or "without limiting the generality of the foregoing" or "but not limited to" do not precede such list or reference.

### ARTICLE 3.00 - THE TWO-WAY SHARED FACILITIES

#### 3.01 Co-Ownership of the Two-Way Shared Service Units

- a) Ownership of the Two-Way Shared Service Units shall ultimately be owned by each of the Condominium and the Retail Owner as tenants-in-common in accordance with their respective Proportionate Two-Way Shared Interests. In light of the fact that the Project Architect has now confirmed by way of architect certificate that the gross floor area (at, above and/or below grade) attributable to the Condominium is approximately 22,734.30 square metres, and the gross floor area attributable to the Retail Component (at or above level 1) is approximately 685.98 square metres, the Condominium's Proportionate Two-Way Shared Interest amounts to 97.07%, and the Retail Owner's Proportionate Two-Way Shared Interest amounts to 2.93%. The foregoing proportions or shares have been formally confirmed by the Project Architect, and are now fixed and crystalized, and shall not be changed, varied or challenged hereafter under any circumstances whatsoever, irrespective of whether there may be any discrepancy between any of the area figures or calculations so confirmed by the Project Architect (on the one hand), and any area figures or calculations that may hereafter be provided and/or certified by an Ontario land surveyor (on the other hand).

*NOTE to Unit Purchasers - The aforementioned gross floor area(s) of the Condominium and the Retail Component and their respective proportionate shares are currently estimates. Such figures will be formally confirmed by the Project Architect once the Project has been completed, after which time such figures will be fixed and crystalized.*

- b) The Declarant shall transfer and convey title to the Two-Way Shared Service Units to each of the Condominium Corporation and the Retail Owner as tenants-in-common, in accordance with their respective Proportionate Two-Way Shared Interests, for nil or nominal consideration, no later than by the Transfer Date.
- c) Subject to the overriding provisions of section 3.01(d) hereof, once ownership of the Two-Way Shared Service Units has been transferred by the Declarant to each of the Condominium Corporation and the Retail Owner as tenants-in-common, in accordance with their Proportionate Two-Way Shared Interests, as hereinbefore contemplated, then any further or subsequent sale, transfer, conveyance, charge or encumbrance of the Two-Way Shared Service Units (and the creation or execution of any instrument purporting to transfer, convey, charge or otherwise encumber the registered and/or beneficial ownership in any of the Two-Way Shared Service Units, or any portion thereof) shall be expressly prohibited, unless otherwise permitted by this Agreement or with the consent of both the Condominium Corporation and the Retail Owner, each acting reasonably.
- d) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly understood and agreed that in the event that the Retail Owner hereafter transfers or conveys the Retail Component (in its entirety) to a third party (the "Retail Transferee"), then the Retail Owner's Proportionate Two-Way Shared Interest in and to the Two-Way Shared Service Units shall likewise be transferred and conveyed by the Retail Owner to the Retail Transferee, without requiring the consent or approval of the Condominium (or anyone else) thereto, so as to ensure that the ownership interests of the Retail Owner in and to the Retail Component so conveyed, are never separated from the corresponding proportionate ownership interests in and to the Two-Way Shared Service Units which is (or may be) required, desired or beneficial in connection with the ongoing use, operation, maintenance and/or repair of the Edenbridge Project (or any portion thereof).
- e) Subject to the overriding provisions of section 3.01(d) hereof, any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber the ownership interest(s) of either of the two Contributors in and to the Two-Way Shared Service Units (or any portion thereof), in contravention of the foregoing provisions hereof, shall be null and void and of no force or effect whatsoever.

### 3.02 The Operation of (And Budgeting For) the Two-Way Shared Facilities

- a) Until such time as the Shared Facilities Committee has been established in accordance with the provisions hereinafter set forth, the manner in which the Two-Way Shared Facilities are utilized, operated, maintained and/or repaired (including the budgeting of the Two-Way Shared Facilities Costs) shall, subject to the terms and provisions of this Agreement, be governed and controlled solely by the Declarant.
- b) From and after the date of execution of this Agreement, to and until the establishment of the Shared Facilities Committee in accordance with the provisions hereinafter set forth (but in no event beyond the Transfer Date), the Declarant shall prepare and submit the proposed Two-Way Shared Facilities Budget(s) (outlining the Two-Way Shared Facilities Costs estimated to be incurred for each ensuing year following the registration of the Condominium) to each of the two Contributors, not less than once annually commencing from the date of registration of the Condominium's Declaration, and said budget(s), once approved by the Condominium shall be incorporated as part of, and/or integrated with, the overall annual budget(s) of the Condominium.
- c) Each of the Condominium Corporation and the Retail Owner shall adopt, and be bound by, the Two-Way Shared Facilities Budget(s), and by the decisions, prepared or made prior to the Transfer Date by the Declarant or the Shared Facilities Committee on (and its determination of) the Two-Way Shared Facilities Costs, as well as arrangements made with respect to all maintenance and/or repair work pertaining to the Two-Way Shared Facilities or any portion thereof (and with respect to all services, operations and any other matters involving the Two-Way Shared Facilities, all without any qualification or amendment thereto whatsoever, and each of them shall pay (and be solely responsible for) its Proportionate Two-Way Share of the Two-Way Shared Facilities Costs in accordance with the provisions of this Agreement, and as more particularly outlined in the Two-Way Shared Facilities Budget(s) submitted or issued from time to time, provided that any dispute with respect to the decisions of the Declarant on (and its determination) of the Two-Way Shared Facilities Costs as well as the Declarant's arrangements made with respect to all maintenance and/or repair work pertaining to the Two-Way Shared Facilities or any portion thereof (and with respect to all services, operations and any other matters involving the Two-Way Shared Facilities) may be submitted to (and ultimately be resolved by) mediation and/or binding arbitration, pursuant to the alternative dispute resolution provisions (hereinafter collectively referred to as the "ADR Provisions") set forth in Article 15.00 of this Agreement.

- d) Notwithstanding anything contained herein to the contrary, once the Shared Facilities Committee has been established or created, then at all times thereafter, the manner in which the Two-Way Shared Facilities are utilized, operated, maintained and/or repaired, as well as the preparation and submission of the Two-Way Shared Facilities Budget(s) shall, subject to the terms and provisions of this Agreement, be governed and controlled solely by the Shared Facilities Committee on behalf of the Condominium Corporation and the Retail Owner.
- e) Both before and after the Transfer Date, the Two-Way Shared Facilities Budgets prepared from time to time shall include or reflect a separate reserve fund that is being maintained on behalf of each of the two Contributors jointly, exclusively for the major repair and replacement of the Two-Way Shared Facilities. Each of the Condominium and the Retail Owner shall be obliged to make periodic contributions to the reserve fund for the Two-Way Shared Facilities, as and when such contributions are due or required by the Declarant or the Shared Facilities Committee, as applicable, with each of the Condominium Corporation and the Retail Owner being obliged to contribute its Proportionate Two-Way Share of any monies required or earmarked for the reserve fund in respect of the Two-Way Shared Facilities.
- f) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that any and all disputes regarding the manner in which the Two-Way Shared Facilities (or any portion thereof) are utilized, operated, maintained and/or repaired, as well as any and all disputes regarding the Two-Way Shared Facilities Budget(s) and/or the Two-Way Shared Facilities Costs (or any portion thereof), shall be submitted to (and ultimately be resolved by) mediation and/or binding arbitration, pursuant to the alternative dispute resolution provisions (hereinafter collectively referred to as the “**ADR Provisions**”) set forth in Article 15.00 of this Agreement.

### 3.03 General Use of the Two-Way Shared Facilities

- a) The use of the Two-Way Shared Facilities by the Declarant and its authorized Representatives, and by the Unit Owners, and by the respective owners, tenants, sub-tenants, licensees and/or sub-licensees from time to time of any portion of the Retail Component, and by their respective Representatives, shall at all times be subject to (and be governed and regulated by) the provisions of this Agreement, and in the event of any conflict or inconsistency between the provisions of the Condominium’s Declaration and this Agreement (insofar as the operation and/or use of the Two-Way Shared Facilities, and the budgeting and payment of the Two-Way Shared Facilities Costs, are concerned), then the provisions of this Agreement shall prevail and supersede in such circumstances.
- b) Notwithstanding that the transfer of ownership of the Two-Way Shared Service Units to the Condominium Corporation and the Retail Owner, as tenants-in-common (in accordance with their respective Proportionate Two-Way Shared Interests) may not yet have occurred, the Declarant (and its authorized Representatives), the Unit Owners, Condominium, the Retail Owner, the Retail Tenants, and their respective Representatives from time to time, shall be entitled to freely access and use the Two-Way Shared Service Units, subject to the rules and by-laws of the Condominium, and shall also attain the uses, benefits and/or services provided by or from the Two-Way Shared Service Units, in accordance with its intended uses, purposes, benefits and/or services as hereinbefore and/or hereinafter set forth, as soon as same has been completed and is operational, provided however that such uses, benefits and/or services shall nevertheless be subject to any applicable restrictions and/or limitations set forth in this Agreement.

### 3.04 The Specific Use (or Cost) of Certain Portions of the Two-Way Shared Facilities

1. Notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed that all costs and expenses incurred in connection with the maintenance and/or repair of any or all of the Shared Underground Garage Equipment & Systems and the Shared Garage Ramp & Level A Drivelanes shall comprise part of the Two-Way Shared Facilities Costs, save and except that each of the Condominium Corporation and the Retail Owner shall be solely and exclusively responsible for bearing the entire cost of maintaining and repairing all of the mechanical, electrical, plumbing, security and/or servicing pipes, wires, cables, conduits, equipment and/or systems that provide any service and/or benefit exclusively to its own portion or component of the Edenbridge Project.
2.
  - a) The Two-Way Shared Emergency Generator Facilities shall comprise a shared emergency generator (and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto) within the Shared Emergency Generator Room Unit which is intended to provide emergency power or electricity to each of the Condominium Lands and the Retail Component respectively.
  - b) The Two-Way Shared Emergency Generator Facilities shall be accessible only by the Declarant, the Corporation and the Retail Owner and each of their respective authorized Representatives, and by any member(s) of the Shared Facilities Committee (and any Representatives designated or authorized by said committee).
3.
  - a) The shared access to (and the shared use of) the Two-Way Shared CPU Facilities, by each of the Declarant, the Condominium Corporation and the Retail Owner respectively, and by their respective authorized Representatives, and by the members of the Shared Facilities Committee (and their respective authorized Representatives) shall at all times be subject to (and be governed and regulated by) the provisions of this Agreement, and in the event of any conflict or inconsistency between the provisions of the Condominium's declaration and this Agreement (insofar as the operation and/or use of the Two-Way Shared CPU Facilities, as well as the compliance with any or all of the CPU Obligations), then the provisions of this Agreement shall prevail and supersede in such circumstances.
  - b) Each of the Declarant, the Corporation and the Retail Owner (and each of their respective authorized Representatives) shall be entitled to access, and shall correspondingly attain and enjoy the benefits and/or services intended to be provided by (or derived from) the Two-Way Shared CPU Facilities, at any time (and from time to time).
4.
  - a) The Two-Way Shared Fire Alarm/Sprinkler System shall comprise the shared emergency sprinkler system and fire jockey pump contained within the Shared Sprinkler/Fire Pump Room Unit, and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto, which are intended to provide emergency sprinkler and fire protection services to each of the Condominium and the Retail respectively.
  - b) Each of the Condominium Corporation and the Retail Owner shall be obliged to retain and use (at all times hereafter) the same contractor or service provider as retained by the Shared Facilities Committee for any periodic testing of the Two-Way Shared Fire Alarm/Sprinkler System, as may be altered or modified from time to time in order to service the Condominium Lands or the Retail Component, as applicable. Notwithstanding the foregoing, any testing of the integrated Two-Way Shared Fire Alarm/Sprinkler System which affects both the

Condominium Lands and the Retail Component shall be arranged solely by the Shared Facilities Committee or the Declarant, as applicable.

- c) The Two-Way Shared Fire Alarm/Sprinkler System (and all ancillary equipment, fixtures and/or installations appurtenant thereto), shall be accessible only by the Declarant, the Condominium Corporation and the Retail Owner, and each of their respective authorized Representatives, and by any member(s) of the Shared Facilities Committee (and any Representatives designated or authorized by said committee).
- 5.
- a) The Two-Way Shared Switch Gear Facilities shall comprise a shared electrical switch gear system (and all ancillary shared equipment, fixtures and/or installations appurtenant thereto) within the Shared Switch Gear Room Unit which receives incoming high voltage electrical power and ultimately diverts and transmits same to the respective transformers serving each of the Condominium and the Retail Component respectively.
  - b) The Two-Way Shared Switch Gear Facilities shall be accessible only by the Declarant, the Condominium Corporation and the Retail Owner and each of their respective authorized Representatives, and by any member(s) of the Shared Facilities Committee (and any Representatives designated or authorized by said committee).
- 6.
- a) The Two-Way Shared Transformer Facilities shall comprise a shared transformer (installed and ultimately owned by Toronto Hydro) and all ancillary shared equipment, fixtures and/or installations appurtenant thereto serving each of the Condominium Lands and the Retail Component respectively.
  - b) The Two-Way Shared Transformer Facilities shall be accessible only by Toronto Hydro, the Declarant, the Condominium Corporation and the Retail Owner, and each of their respective authorized Representatives, and by any member(s) of the Shared Facilities Committee (and any Representatives designated or authorized by said committee).
7. It is acknowledged and agreed that the periodic cleaning (not more than twice annually) of all exterior windows of both the Condominium and the Retail Component, together with the cost of operating, maintaining and/or repairing and any exterior window washing equipment (including any davit arm and appurtenant cables, as well as any swing stage and/or window washing scaffolding, and/or any other equipment, mechanisms and/or apparatus) utilized in connection with the periodic cleaning of all exterior windows (and all exterior glass or plastic facades) of both the Condominium and the Retail Component, including the cost of all water and cleaning products utilized in connection therewith, shall comprise part of the Two-Way Shared Facilities Costs, provided however if either the Condominium and/or the Retail Owner wish to undertake additional window cleaning more than twice annually for its respective lands, the cost of such additional window cleaning shall be at the sole cost and account of the party so undertaking same.

### 3.05 **Responsibility for Paying the Two-Way Shared Facilities Costs**

- a) It is expressly understood and agreed that the Two-Way Shared Facilities Costs shall be allocated and paid for by each of the Condominium and the Retail Owner in accordance with their respective Proportionate Two-Way Shares upon demand by the Shared Facilities Manager.
- b) The foregoing allocated percentages or proportions have now been confirmed by the Project Architect by a certificate of the Project Architect, and are fixed and crystalized, and shall accordingly not be changed, varied or challenged hereafter under any circumstances whatsoever, irrespective of whether there may be any discrepancy between any of the area figures or calculations so confirmed or provided by the Project



Architect (on the one hand), and any area figures or calculations that may hereafter be provided and/or certified by an Ontario land surveyor (on the other hand).

### 3.06 The Shared Facilities Committee

- a) The Shared Facilities Committee shall consist of four (4) members, two (2) of which shall be members of the Shared Facilities Committee who represent the Condominium, and two (2) of which shall be members of the Shared Facilities Committee who represent the Retail Owner. The appointment of the members to the Shared Facilities Committee shall take place contemporaneously with the establishment of the Shared Facilities Committee, on or before the Transfer Date, and all such appointments to the Shared Facilities Committee shall be for a period of one year each (unless such appointment is terminated earlier by the appointment of a replacement member to the Shared Facilities Committee).
- b) At least one members representing the Condominium, and at least one (1) member representing the Retail Owner, must be present, in person or by proxy, in order to constitute a quorum for any meeting held or convened by the Shared Facilities Committee, and all decisions or recommendations of the Shared Facilities Committee shall be determined, effected and evidenced by an unanimous vote of all members thereof who are present (in person or represented by proxy) at any such meeting(s) and the chairman of any such meeting(s) shall not have the casting or deciding vote. For purposes of clarity all members of the Shared Facilities Committee shall be entitled to vote at any meeting of the Shared Facilities Committee however the chairman shall not have a "second" or "deciding" vote by virtue of his position as chairman.
- c) Any meeting(s) of the Shared Facilities Committee may be held or convened by way of teleconference, or by any other form of communication system that allows all of the members of the Shared Facilities Committee (or their respective proxies) to participate concurrently, and to communicate with each other simultaneously and instantaneously, provided that all of the members of the Shared Facilities Committee participating in a meeting held or convened by such means have consented thereto, and a member (or his or her proxy) so participating in any such meeting held or convened by such means shall be deemed for all purposes to be present at such meeting. All of the members of the Shared Facilities Committee may, by written resolution signed by all of them, provide their collective consent, in advance, to have any or all meetings of the Shared Facilities Committee conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the Shared Facilities Committee by any member of a written notice revoking his or her consent to such resolution.
- d) Once the Shared Facilities Committee has been established, the Shared Facilities Committee shall, *inter alia*, be responsible for, observe, perform, undertake, fulfill, and carry out each and every covenant, proviso, obligation, term and condition of the Declarant, in, to and under this Agreement (unless otherwise specified herein) that is applicable at any time from and after the formation of the Shared Facilities Committee, and with the assistance of the Shared Facilities Manager in accordance with the shared facilities management agreement to be entered into by the Condominium and the Retail Owner with the Shared Facilities Manager, thereafter be responsible for, amongst other matters, the following:
  - i) making all decisions and arrangements in connection with the use, operation, maintenance and/or repair of the Two-Way Shared Facilities (or any portion thereof) and any portion of the Shared Servicing Systems that service or benefit the Two-Way Shared Facilities (or any portion thereof), and that ultimately serve or benefit the Condominium Lands and the Retail Component, including without limitation, the maintenance and/or repair of the designated Shared Freight Elevator that services both the Condominium Lands and the Retail Component (as well as the elevator machine room that services said elevator, and the

- corresponding elevator pit), along with the maintenance and/or repair of the Two-Way Shared Service Units and any garage entry/exit door leading directly into and out of the Shared Loading Area Unit and/or any entry/exit doors leading directly into and out of any other Two-Way Shared Service Units;
- ii) making arrangements for the provision of all utilities (ie. water, electricity, gas and/or thermal energy, as applicable) required for the use and/or operation of the Two-Way Shared Facilities, as well as arranging for the installation, maintenance and reading of separate meters or check meters measuring the consumption of utilities supplied to the Two-Way Shared Service Units (if same is not already separately sub-metered and invoiced directly by the relevant utility authorities or by the Condominium's retained utility monitor);
  - iii) procuring all requisite fire, property damage and public liability insurance coverage for each of the two Contributors (namely the Condominium and the Retail Owner), with respect to any damage to the Two-Way Shared Service Units or any portion thereof, and with respect to any damage and/or injury occasioned to persons and/or property upon or within (or in connection with the use or operation of) any portion of the Two-Way Shared Service Units (noting the interests of each of the aforementioned Contributors as co-insured parties, and providing a minimum coverage of \$5 million dollars per occurrence), and which insurance coverage shall contain (to the extent possible or commercially feasible) cross-liability and severability of interest endorsements, and a waiver of subrogation in favour of each of the aforementioned Contributors (and those for whom each of the aforementioned Contributors may, at law, be responsible), and providing for thirty (30) days advance written notice to each of the aforementioned Contributors in the event of a cancellation or material change to such insurance coverage, and with an insurance trustee being appointed or retained to administer and disburse any insurance proceeds arising from any insured loss involving any damage occasioned to the Two-Way Shared Service Units or any portion thereof, in order to pay for the repair or replacement of the Two-Way Shared Service Units or any portion thereof (and any or all ancillary equipment, fixtures and/or installations contained therein or appurtenant thereto) so damaged;
  - iv) arranging for the payment of all common expenses assessed against (or otherwise attributable to) the Two-Way Shared Service Units, together with all realty taxes assessed against (or attributable to) same, as well as the cost of all utilities (ie. water, electricity, gas and/or thermal energy, as applicable) consumed by the Two-Way Shared Service Units pursuant to the periodic reading of the utility meters or check meters appurtenant to the Two-Way Shared Service Units ;
  - v) making arrangements for the cleaning, maintenance and/or repair of the Residential Building Exteriors (or any portion thereof), including the periodic cleaning (not less than once annually) of all exterior windows (and all exterior glass or plastic facades) of both the Condominium Lands and the Retail Component that are not accessible by street/side walk level, any balcony, patio or terrace area, and approving of any desired or required alteration, maintenance and/or repair work to (or that ultimately affects) any portion of the Residential Building Exteriors, as well as approving of the timing/scheduling, the design and/or materials to be utilized and the manner in which all such alteration, maintenance and/or repair work shall be carried out, in an effort to ensure (and continually maintain, to the extent reasonably possible and achievable) a consistent and uniform aesthetic appearance in respect of the overall exterior of the Condominium Lands and the Retail Component; and
  - vi) preparing and submitting the proposed Two-Way Shared Facilities Budget(s) to each of the Condominium Corporation and the Retail Owner, not less than once annually by no later than the annual anniversary date of the Condominium's registration outlining the Two-Way Shared Facilities Costs anticipated to be

incurred or expended in the ensuing year, inclusive of the costs of the matters listed in subparagraphs (i), (ii), (iii), (iv) and (v) above, for incorporation by each of them as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof.

- e) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, the parties hereto acknowledge and agree that:
- i) the cost of altering, maintaining and/or repairing any portion of the Residential Building Exteriors which comprise part of the Condominium (including the cleaning of any exterior portion of the Condominium other than the cleaning of exterior windows and exterior glass or plastic facades comprising part of the Condominium which shall be undertaken by the Shared Facilities Committee no more than twice annually in accordance with the terms of this Agreement) shall be borne and paid for solely and exclusively by the Condominium Corporation (and shall not comprise any part of the Two-Way Shared Facilities Costs whatsoever), and shall be carried out and completed by or on behalf of the Condominium Corporation exclusively (and not by or on behalf of the Shared Facilities Committee), but nevertheless undertaken in accordance with the decisions and/or directions of the Shared Facilities Committee (ie. regarding the timing/scheduling, the design and/or materials to be utilized, and the manner in which all such alterations, maintenance and/or repair work shall be carried out and completed), in an effort to ensure (to the extent reasonably possible and achievable) that a consistent and uniform aesthetic appearance is maintained in respect of the overall exterior of the Condominium Lands and the Retail Component; and
  - ii) the cost of altering, maintaining and/or repairing any portion of the Retail Building Exteriors which comprise part of the Retail Component (including the cleaning of any exterior portion of the Retail Component other than the cleaning of exterior windows and exterior glass or plastic facades comprising part of the Retail Component which shall be undertaken by the Shared Facilities Committee no more than twice annually in accordance with the terms of this Agreement ), shall be borne and paid for solely and exclusively by the Retail Owner (and shall not comprise any part of the Two-Way Shared Costs whatsoever), and shall be carried out and completed by or on behalf of the Retail Owner exclusively (and not by or on behalf of the Shared Facilities Committee and without the requirement of approval by the Shared Facilities Committee or the Condominium) but nevertheless in a manner to ensure that the Retail Building Exteriors and any signage installed or affixed to the Commercial Component, from time to time, shall conform to (and be compatible with) the building design, colour, scheme of the overall exterior of the Condominium Lands and the Retail Component.
- f) Each of the Condominium Corporation and the Retail Owner shall be bound by (and shall correspondingly abide by and comply with) the decisions of the Shared Facilities Committee with respect to the operation, insurance, maintenance and/or repair of the Two –Way Shared Facilities (or any portion thereof) and with respect to the cleaning of exterior windows and exterior glass or plastic facades comprising part of the Condominium and the Retail Component) as well as the budgeting of the Two-Way Shared Facilities Costs made in accordance with this Agreement (subject , however, to any dispute(s) regarding same being hereinafter submitted to (and ultimately resolved by) mediation and/or binding arbitration , pursuant to ADR Provisions set out in Article 15.00 of this Agreement), without requiring anything further whatsoever from either or both of the aforementioned two Contributors, and it is expressly understood and agreed that any and all decisions made by the Shared Facilities Committee from time to time regarding any of the foregoing matters need not be formally adopted, ratified or confirmed by the board of directors of the Condominium (nor by the board of directors of the Retail Component, nor by anyone else managing or administering the Retail Component), before or after (or as a prerequisite to) same being effective, operative, binding and enforceable.

## **ARTICLE 4.00 - THE EASEMENTS**

### **4.01 Confirmation of Easements**

By virtue of the Easements which have been created in respect of the Edenbridge Project and the Real Property (or with respect to any portion thereof), either pursuant to the registration of one or more transfers of easement and/or pursuant to the registration of the Declaration of the Condominium, the parties hereto hereby expressly confirm and agree that the Condominium Lands and the Retail Lands are subject to (and/or shall have the benefit of) the Easements, as applicable, and the use and enjoyment of which shall be governed by the terms and provisions of this Agreement.

### **4.02 Invalidity of Easements**

In the event that any of the Easements are hereafter ultimately interpreted, construed or adjudged (by a court of competent jurisdiction) as failing to create (or being incapable of creating) a right or interest in land to the extent therein provided, intended or contemplated, then any such Easement so adjudged or interpreted shall be deemed and construed to constitute a mere licence (as opposed to a right or interest in land enduring beyond 21 years) in favour of the party or parties hereinbefore mentioned or intended (and for those specific purposes hereinbefore set out), and each of the parties hereto shall thereupon execute and provide all such further documents and assurances as may be required or desired in order to give full force and effect to the foregoing.

### **4.03 General Use of Easements**

- a) The use and enjoyment of the Easements by the Benefitting Parties shall be read as being subject to the provisions and restrictions hereinbefore and hereinafter set forth in this Agreement.
- b) Subject to the provisions of sections 4.04, 4.05 and 4.06 hereof which pertain to the use or exercise of specific Easements, it is understood and agreed that:
  - i) the Benefitting Parties, when using or enjoying any of the Easements and/or exercising their rights in connection therewith, shall act (and endeavour to cause any other person or persons using or enjoying the benefit of any of the Easements to act) in a prudent and reasonable manner, and in accordance with the terms and provisions of the Easements and all applicable laws and regulations of the Governmental Authorities, so as to minimize (insofar as is reasonably possible) any interference with (and/or any inconvenience occasioned to) the Servient Owners and their Invitees;
  - ii) each of the Servient Owners shall have the right to partially obstruct (on a temporary basis only,) any Easement Area (or alternatively the right to temporarily suspend the benefit of any Easement relating thereto) situate within its respective lands or boundaries, in the event of an Emergency, and in order to maintain and/or repair any buildings, structures, installations and/or services that comprise part of (or that are contained within) its own lands and premises (and in respect of which it has a duty or obligation to maintain and/or repair same), upon giving ten (10) days prior written notice of such intended partial obstruction or temporary suspension (as the case may be) to the Benefitting Parties, provided however that in the event that such maintenance and repair work involves or pertains to any part of the Two-Way Shared Facilities, then such obstruction shall only be carried out and completed in accordance with (and pursuant to) the provisions of section 4.03(c) and section 4.03(d) hereof;
  - iii) there shall be no partial obstruction of an Easement Area (nor any right to temporarily suspend the benefit of any Easement relating thereto) for any purpose other than those specifically provided or contemplated in this

Agreement, without the consent of the Benefitting Parties, unless alternate arrangements with respect to the use and enjoyment of the subject Easement and/or Easement Area are provided or implemented to the prior satisfaction of the Benefitting Parties, acting reasonably.

- c) Notwithstanding any provision contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that the Shared Facilities Committee shall be entitled to arrange for the partial obstruction (on a temporary basis only) of any Easement Area comprising part of (or contained within) the Two-Way Shared Facilities, and/or the temporary suspension of the benefit of any Easement(s) relating thereto, provided any such suspension and/or obstruction is necessary or desired to facilitate or expedite the inspection, maintenance and/or repair of all or any portion of the Two-Way Shared Facilities, and provided further that in each such instance, ten (10) days prior written notice of the temporary suspension or partial obstruction shall be given to the Benefitting Parties by or on behalf of the Shared Facilities Committee; and
- d) The temporary suspension of an Easement and/or the partial obstruction of an Easement Area shall be carried out in a reasonable and prudent manner, so as to minimize (insofar as is reasonably possible) any interference with (and/or any inconvenience occasioned to) the Benefitting Parties.

#### 4.04 Use of Vehicular & Pedestrian Access Easements

- a) Subject to the overriding provisions of section 4.03(c) and section 4.03 (d) hereof, there shall be no partial or temporary obstruction of any corridor(s), stairwell(s) and/or elevator(s) traversing between (or connecting) any portion of the Condominium Lands to the Retail Component, over which the Condominium Corporation and/or the Retail Owner has any access and/or easement rights, nor any temporary suspension of the benefits of any Easement(s) in connection therewith which provides for the use and/or enjoyment of same, unless and until alternative arrangements for access thereover (and egress therefrom) have been provided, arranged or implemented to the prior satisfaction of the Two-Way Shared Facilities Committee, in its sole and subjective discretion.

#### 4.05 Use of Servicing, Maintenance & Repair Easements

- a) Subject to the overriding provisions of section 4.03(c) and section 4.03 (d) hereof, there shall be no obstruction or suspension (whether partial, temporary or otherwise) of any of the Servicing, Maintenance & Repair Easements (or any portion thereof) which gives rise to (or results in) the interruption of any utility or other service(s) to any one or more of the Benefitting Parties for any period of time during regular business hours and for a period of more than three (3) hours after regular business hours, unless and until the consent of the Benefitting Parties thereto has first been obtained, which consent may be arbitrarily withheld.

- b) Except in the case of an Emergency, no entry shall be made upon the lands of the Servient Owners (or any portion thereof) in exercise of the Servicing, Maintenance and Repair Easements unless and until forty eight (48) hours prior written notice of any such intention to enter is given to the Servient Owner, and such notice shall specify both the anticipated time of commencement and the estimated time of completion of the work so intended to be carried out.
- c) Any work to be conducted in connection with (or pursuant to) the Servicing, Maintenance & Repair Easements shall be carried out in accordance with the provisions of Article 5.00 hereof.

#### 4.06 Use of Support Easements

There shall be no alteration (on a temporary basis or otherwise) of any Support Structures, nor any suspension (on a temporary basis or otherwise) of any Easements for support, unless and until sufficient alternate measures which provide for the support of all buildings, structures, installations and/or improvements of the Benefitting Parties have been provided or implemented to the satisfaction of the Benefitting Parties, acting reasonably.

#### 4.07 Relocation of Easements

- a) The Condominium Corporation and the Retail Owner shall have the right to relocate any of the Easement Areas situate within their respective Components (which relocated easement areas shall hereinafter be collectively referred to as the "**Relocated Easement Areas**"), as well as the right to amend any of the Easements relating thereto, solely so that the Relocated Easement re-align with the as-built location/condition of any buildings, structures, installations, services and/or improvements hereafter erected or installed upon or within their respective Components (or any portion thereof) and/or intended to be used in connection with any of the Easements, or to rectify any encroachment of a building, structure, installation, service and/or improvement that was not intended to be part of any of the Easement Areas, provided however that:
  - i) the relocation of any Easement Area and/or the amendment of any Easement as hereinbefore contemplated shall not materially diminish the benefit of the subject Easement to such an extent that it would no longer be adequate for the purposes intended in the way that it was originally contemplated;
  - ii) the party requesting the Relocated Easement (s) shall cause a reference plan of survey delineating the Relocated Easement Area(s) to be prepared and registered in the Land Titles Division of the Toronto Land Registry Office (No. 66), at such party's sole cost and expense; and
  - iii) the party requesting the Relocated Easement(s) shall be responsible for procuring all consents from the Governmental Authorities which may be required in connection with the relocation of any Easements (including any requisite consents from the Committee of Adjustment), on the express understanding and agreement that the other Contributor shall assist (and co-operate with) the procurement of any required consent(s) in connection with the Relocated Easements, without any cost to the party requesting the Relocated Easements, and in satisfying any conditions imposed with respect thereto.
- b) Each party shall provide and execute all such releases of and/or re-conveyances with respect to, any Easements created or granted in its favour as may be required or desired from time to time in order to create, evidence and/or confirm any of the Relocated Easements and/or any of the Relocated Easement Areas for the purposes hereinbefore described in section 4.07(a) hereof. Without limiting the generality of the foregoing, it is understood and agreed that if any common elements of the Condominium are affected or impacted by any such relocation, then the Condominium shall forthwith convene all requisite meetings, and use its best efforts to obtain or procure all requisite approvals by its board of directors and all requisite affirmative votes of the Unit Owners in favour of any required or desired Relocated Easements and/or Relocated Easement Areas, and the Condominium shall correspondingly execute and provide all such further documents and

assurances (and do or suffer any acts necessary) to give effect to the foregoing, on the express understanding and agreement that there shall be no fee, price, charge or other consideration payable by the Declarant (or its successors and assigns), nor by the Retail Owner, with respect to any of the foregoing releases or re-conveyances of any Easements and/or any transfers or conveyances of any Relocated Easements, provided however that the preparation and registration of all of the aforesaid documentation shall be undertaken by or on behalf of the party requesting the Relocated Easements, all at its sole cost and expense.

#### 4.08 Omitted Easements

In the event that any of the Benefitting Owners (hereinafter referred to in this section as the “**Dominant Owner**”) at any time (and from time to time) shall deliver written notice to any of the Servient Owners (hereinafter referred to in this section as the “**Servient Owner**”) within ten (10) years following the date of this Agreement, that any easement, right or right in the nature of an easement in, on, over, across, through, above, under, or otherwise pertaining to such Servient Owner’s lands as servient tenement, in favour of the Dominant Owner’s lands is, in the Dominant Owner’s opinion, acting reasonably, required for the proper and efficient functioning of the Dominant Owner’s lands or common elements (and/or any buildings or structures constructed thereon, as the case may be), but has not been created for any reason, then the Servient Owner shall grant, transfer and convey such easement, right, or right in the nature of an easement, in form satisfactory to the Servient Owner in its sole discretion, acting reasonably, to the Dominant Owner, for nil consideration (but shall nevertheless be reimbursed for all reasonable legal fees and disbursements incurred in connection therewith), whereupon the provisions of Article 5.00 hereof shall apply to such newly-created easement(s), *mutatis mutandis*, and the Dominant Owner shall be responsible for all costs and expenses incurred in connection with the procurement of any requisite consent(s) to the Committee of Adjustment, and satisfying all conditions imposed in connection therewith. Without limiting the generality of the foregoing, the Dominant Owner shall deliver to the Servient Owner, along with its request for any such easement, a draft reference plan of survey prepared by an Ontario Land Surveyor obtained at the sole cost and expense of the Dominant Owner, depicting thereon those portions of the Servient Owner’s lands or common elements which are intended to be made subject to the said easement, together with written reasons explaining why such an easement is required. In the event that the Servient Owner shall dispute the requirement for such an easement, then such dispute shall be resolved pursuant to the mediation and arbitration provisions contained in this Agreement, based on the criteria for such an easement set forth above. Provided that the Dominant Owner obtains the necessary consent(s) of the Committee of Adjustment to the granting or creation of said easement in form satisfactory to the Servient Owner in its sole discretion, acting reasonably, thirty (30) days following the later of the date upon which such consent(s) becomes final, binding and not subject to further appeal, the Servient Owner shall grant, transfer and convey the said easement to the Dominant Owner, and the preparation and registration of the requisite documentation in connection therewith shall be performed by the Dominant Owner, all at its sole cost and expense. The obligation to grant, transfer and convey any easement pursuant to this section shall be stayed pending the decision of the arbitrator or arbitration panel with respect to any arbitration initiated in connection with this section (if applicable). For purposes of clarity, in the event of any dispute between the Dominant Owner and the Servient Owner as to whether the requested easement is required for the proper and efficient functioning of the Dominant Owner’s lands or common elements (and/or any buildings or structures constructed thereon, as the case may be) and/or in the event of a dispute with respect to the scope of the requested easement, the Parties agree that such dispute shall be submitted to (and ultimately resolved by) mediation and/or binding arbitration, pursuant to ADR Provisions set out in Article 15.00 of this Agreement. It is specifically acknowledged and agreed by the parties that this provision shall not bind third party successors, assigns, or mortgagees.

### ARTICLE 5.00 - MAINTENANCE AND REPAIR WORK

- 5.01 The inspection, servicing, maintenance and/or repair of any building, structure, installation, service, facility and/or improvement undertaken in connection with (or conducted in the course of using or exercising) the Servicing, Maintenance & Repair Easements, including any repair after damage (with any or all of the foregoing activities being hereinafter collectively referred to



as the "**Work**") shall, subject to the self-help provisions outlined in Article 6.00 hereof, be carried out in accordance with the following conditions, provisions and restrictions, namely:

- a) any Work relating to, or involving, the Two-Way Shared Facilities or any portion thereof (hereinafter referred to as the "**Two-Way Shared Facilities Work**") undertaken (or required to be undertaken) prior to the Transfer Date and the establishment of the Shared Facilities Committee, shall be carried out and completed under the direction and control of the Declarant, while any Two-Way Shared Facilities Work undertaken (or required to be undertaken) at any time thereafter shall be carried out and completed under the direction and control of the Shared Facilities Committee, and in either case the cost of undertaking and completing the Two-Way Shared Work shall comprise part of the Two-Way Shared Facilities Costs;
- b) any Work that does not involve, pertain or relate to any portion of the Two-Way Shared Facilities (hereinafter collectively referred to as the "**Exclusive Work**"), shall be the sole responsibility of the Benefitting Parties, and shall be carried out and completed under the direction and control of the Benefitting Parties, all at their sole cost, risk and expense.

5.02 Any desired or required Two-Way Shared Facilities Work, shall be carried out and completed as soon as reasonably possible, having due regard to weather conditions and the availability of labour, materials and equipment. Without limiting the generality of the foregoing, it is understood and agreed that the Shared Facilities Committee shall cause the Two-Way Shared Facilities to be maintained and repaired in a good and workmanlike manner, in accordance with all applicable laws, building codes, by-laws, property standards and required permits and/or permit drawings (as applicable), and in accordance with a "first class" standard of building maintenance and repair practices and procedures prevailing in the City of Toronto for (or applicable to) buildings, structures, facilities and/or installations that are similar or comparable in type, design, composition, quality and age to that of the Edenbridge Project.

5.03 In the event that any building, structure, installation, service and/or improvement now or hereafter erected or installed upon or within the Project Lands (including the soil thereof) is physically altered or damaged in the course of carrying out or completing any of the Work, then such alteration or damage shall be forthwith restored and/or repaired (as the case may be) to substantially the same condition as existed prior to such physical alteration or damage having occurred, by:

- a) the Declarant, if such restoration and/or repair work is being undertaken prior to the Transfer Date and the establishment of the Shared Facilities Committee in respect of the Two-Way Shared Facilities Work, and by the Shared Facilities Committee if such restoration and/or repair work is being undertaken at any time thereafter, provided that any such damage and/or alteration arose from (or with respect to) any Two-Way Shared Facilities Work on the express understanding and agreement that the cost of the Two-Way Shared Facilities Work shall comprise part of the Two-Way Shared Facilities Costs; or
- b) the Benefitting Parties, if said damage and/or alteration does not involve, pertain or relate to any portion of the Two-Way Shared Facilities, or arose from (or with respect to) any Exclusive Work, and on the express understanding and agreement that the cost of restoring and/or repairing any such damage or alteration shall be borne by (and be the sole responsibility of) the Benefitting Party, save and except in the event such damage is caused by gross negligence of the non-Benefitting Party.

5.04 Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that:

- a) the Condominium (and its authorized workmen, Representatives from time to time) shall be entitled to gain reasonable access to (and through) those portions of the Retail Component which contain any clean-out valve or drain terminal that ultimately services or benefits any drain or plumbing stack that emanates from or within any unit or common element area within the Condominium Lands as long as such access is attained:



- A. to or within the Retail Component, between the hours of 9:00 p.m. and 6:00 a.m. Monday through Sunday (excluding however, any statutory holiday during which the Retail Component is open for business); and
  - B. on at least 48 hours prior written notice to the Retail Owner (with no such prior notice being required in the case of an emergency). For the purposes of enabling or facilitating the maintenance, repair, re-location and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenant installations thereto), provided however that the Condominium Corporation shall be obliged to forthwith reimburse the Retail Owner (and to correspondingly indemnify and save the Retail Owner, as the case may be, harmless from and against) any cost, expense, damage and/or liability that the Retail Owner has suffered or incurred in connection with any damage occasioned to its component or lands, or to any portion thereof (and/or to any personal property, chattels, fixtures or equipment situate therein) as a result of the exercise of the foregoing right of entry by or on behalf of the Condominium Corporation, or incurred as a result of the failure by the Condominium Corporation to properly or adequately maintain, repair, service, supervise and/or provide security in relation any such clean-out valve or drain terminal; and
- b) the Retail Owner (and its authorized workmen, Representatives from time to time) shall be entitled to gain reasonable access to (and through) those portions of the Condominium which contain any clean-out valve or drain terminal that ultimately services or benefits any drain or plumbing stack that emanates from the Retail Component, as long as such access is attained:
- A. to or within the confines of the Condominium between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday (excluding however, any statutory holiday falling within such period); and
  - B. on at least 48 hours prior written notice to the Condominium Corporation (with no such prior notice being required in the case of an emergency), for the purposes of enabling or facilitating the maintenance, repair, re-location and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenant installations thereto), provided however that the Retail Owner shall be obliged to forthwith reimburse the Condominium Corporation for (and shall correspondingly indemnify and save the Condominium Corporation harmless from and against) any cost, expense, damage and/or liability that the Condominium Corporation (or any unit owner or resident of the Condominium) has suffered or incurred in connection with any damage occasioned to any portion of the Condominium (including any units or common elements) or to any portion thereof (and/or to any personal property, chattels, fixtures or equipment situate therein) as a result of the exercise of the foregoing right of entry, or incurred as a result of the failure by the Retail Owner to properly or adequately maintain, repair, service, supervise and/or provide security in relation any such clean-out valve or drain terminal.

**ARTICLE 6.00 - SELF-HELP REMEDIES (EXERCISABLE IN AN EMERGENCY OR UPON DEFAULT)**

- 6.01 Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly understood and agreed by the parties hereto that
- a) In the case of an Emergency, each of the Contributors shall be entitled to carry out and complete any of the Two-Way Shared Facilities Work, to direct, coordinate, oversee and/or complete same, provided however that in such circumstances the Contributor intending to carry out and complete such work shall: (i) make reasonable efforts to give prior notice of the nature of the Emergency (and of the nature and scope of the proposed work necessary to be undertaken in light of the Emergency) to the other Contributor and to the Shared Facilities Committee that would ordinarily approve and oversee such work, prior to commencing and undertaking such work; and (ii) ensure that the Two-Way Shared

Facilities Work is completed in a good and workmanlike manner on an expeditious basis; and

- b) In the event that the Shared Facilities Committee fails to implement, carry out and/or complete any required Two-Way Shared Facilities Work within a reasonable time period, either of the Contributors may elect to undertake and complete such required Two-Way Shared Facilities Work for and on behalf of (or in place of) the Shared Facilities Committee, provided that such Contributor (the “**Non-Defaulting Party**”) then provided:
  - A. written notice has been delivered to the Shared Facilities Committee (the “**Defaulting Party**”), with a copy to the other Contributor, setting out the nature or substance of the default complained of, by the Non-Defaulting Party and detailing the required Two-Way Shared Facilities Work to be completed; and
  - B. the default described in the aforesaid notice has not been rectified within ten (10) days of the Shared Facilities Committee's receipt of said notice;

the Non-Defaulting Party shall thereafter be entitled to carry out and complete any of the required Two-Way Shared Facilities Work in accordance with, and subject to, the provisions of Article 5.00 hereof, for and on behalf of the Defaulting Party, and all costs and expenses incurred by the Non-Defaulting Party in connection with any of the foregoing matters shall, for all purposes, constitute part of the Two-Way Shared Facilities Costs, to be shared and paid for in accordance with the foregoing provisions hereof.

- 6.02 For the purposes of this Article 6.00, the commencement of any of the Two-Way Shared Facilities Work by or on behalf of the Shared Facilities Committee, shall be evidenced by either the institution of a tendering process with respect to any such work, or by the actual implementation or utilization of physical labour and/or materials with respect thereto or in connection therewith.
- 6.03 The parties hereto hereby acknowledge, confirm and agree that the amount of any costs incurred by the Non-Defaulting Party in connection with its rectification of any default, pursuant to (or as contemplated by) the foregoing provisions hereof, shall not be challenged by any of the parties hereto, nor by the Shared Facilities Committee, unless such amount is clearly demonstrated to be substantially in excess of the reasonable costs that would otherwise have been incurred by the Defaulting Party in connection therewith.

#### **ARTICLE 7.00 - MUTUAL INDEMNITIES**

- 7.01 The Condominium Corporation hereby indemnifies and saves harmless the Retail Owner from and against all Claims, as such term is hereinafter defined, suffered by the Retail Owner as a result of any alteration, damage or destruction within the confines of the Retail Component caused, directly or indirectly, by or on behalf of the Condominium Corporation and/or by any of the respective Unit Owners within the Condominium from time to time, and/or by any of their respective residents, tenants, Representatives or Invitees, or by the Condominium's Representatives and Invitees, or by anyone else for whom the Condominium is in law responsible or liable (either vicariously or otherwise).
- 7.02 The Retail Owner hereby indemnifies and saves harmless the Condominium Corporation and the Declarant from and against all Claims suffered by the Condominium Corporation and the Declarant as a result of any alteration, damage or destruction within the confines of the Condominium Lands caused, directly or indirectly, by or on behalf of the Retail Owner and/or by any of its tenants, Representatives and Invitees, or by the Retail Owner's Representatives or Invitees, or by anyone else for whom the Retail Owner is in law responsible or liable.
- 7.03 The Condominium Corporation hereby indemnifies and saves harmless the Retail Owner from and against any Claims arising pursuant to or in connection with all actions of the Declarant in respect of any breach(es) by the Declarant of any of its obligations hereunder.
- 7.04 Notwithstanding anything hereinbefore or hereinafter provided in this Agreement to the contrary, it is understood and agreed that each of the Contributors from time to time, including without limitation, each of the successors-in-title to the Condominium Lands (if and when the

Condominium is hereafter terminated in accordance with the provisions of the Act) and to the Retail Lands (hereinafter individually referred to as the “**Indemnifying Contributor**” and hereinafter collectively referred to as the “**Indemnifying Contributors**”) shall be obliged to indemnify and save the other Contributors from time to time (hereinafter individually referred to as the “**Indemnified Contributor**” and hereinafter collectively referred to as the “**Indemnified Contributors**”) harmless, from and against all Claims which the Indemnified Contributor may hereafter suffer or incur as a result of (or in connection with) any damage, destruction and/or alteration to any of their respective landscaping, equipment and/or property (both realty and personalty), including any common elements administered or controlled by any of the Indemnified Contributor, so caused or contributed to by the Indemnifying Contributor, provided however that none of the Contributors shall be indemnified for their own acts or instances of negligence or wilful misconduct, nor for the negligence or wilful misconduct committed by any of their respective Unit Owners, residents, tenants, sub-tenants, Representatives and Invitees, or by anyone else for whom they may be vicariously liable, at law or in equity.

- 7.05 Without limiting the generality of the foregoing, each Contributor covenants and agrees to indemnify and save the other Contributor harmless, from and against any and all present or future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, financial liability, legal fees on a substantial indemnity basis, interest, demands and actions of any nature or any kind whatsoever (hereinafter individually referred to as a “**Claim**” and collectively referred to as the “**Claims**”) hereafter suffered or incurred by such other Contributor(s) which may result from, or arise out of (or in relation to) the following:
- a) the failure by any Contributor to maintain and repair all existing structures, buildings and installations (and any future structures and installations constructed hereafter) within its own lands or common elements, as the case may be (including any Support Structures) in accordance with the terms of this Agreement;
  - b) the performance of any repair work and/or restoration work (including any demolition, excavation, building, construction and/or clean-up activities in connection therewith) and/or arising from any construction lien claim(s) and related court proceedings; or
  - c) the existence of any Hazardous Substance in or upon a Contributor’s lands or common elements (as the case may be) and/or the placement by a Contributor of any Hazardous Substance in or upon any portion of the Project Lands at any time hereafter;

save and except to the extent that any of the Claims arise by virtue of the negligence and/or wilful neglect or misconduct of the Contributor seeking such indemnity, or by virtue of the negligence and/or wilful neglect or misconduct of those for whom the Contributor(s) seeking such indemnity is/are vicariously liable or responsible, including without limitation, any of its contractors, employees, agents, representatives or any other person(s) for whom such Contributor(s) may at law (or in equity) be responsible.

- 7.06 Each of the Indemnified Contributors shall give written notice to the Indemnifying Contributors of any demand or potential demand for indemnification under this Article 7.00, whether as a result of a Claim instituted by a third party or otherwise, stating the nature and basis of the demand or potential demand, and all details in respect thereof which are known (and the amount thereof, to the extent known), within ten (10) days immediately following the date upon which such Claim or other basis for indemnification becomes known to the Indemnified Contributor or as soon as reasonably possible thereafter.
- 7.07 If any action, suit, application or proceeding is brought against any Indemnified Contributor with respect to which any of the Indemnifying Contributors may have liability under this Article 7.00, then the action, suit or proceeding, at the election of the Indemnified Contributor, may be defended (including all proceedings on appeal or for review, which counsel for the defendant shall deem appropriate) by the Indemnifying Contributor upon its written agreement to indemnify the Indemnified Contributor to the extent provided in this Article 7.00 in respect of such action, suit or claim. Moreover, the Indemnified Contributor shall have the right to be represented by advisory legal counsel at its own expense, and shall be kept fully informed of

such action, application, suit or proceeding at all stages thereof, whether or not so represented; and the Indemnifying Contributor shall make available to the Indemnified Contributor and its legal counsel or other representatives all books, records and other documents relating to such proceedings, application or litigation, and each party hereto shall render to the other(s) such assistance as the other(s) may reasonably require in order to ensure the proper and adequate defence of any action, application, suit or proceeding.

#### **ARTICLE 8.00 - INSURANCE**

- 8.01 Each of the Contributors shall, forthwith following the execution of this Agreement, and at all times thereafter, be obliged to obtain and continuously maintain the following insurance coverage with respect to its own lands or common elements, as the case may be (for its own entire component of the Edenbridge Project), namely:
- a) fire and property damage insurance (or all-risk property insurance) sufficient to cover 100% of the repair and/or replacement cost of all damaged property (both realty and personalty) situate within (or comprising part of) its own lands or common elements (or its own component of the Edenbridge Project);
  - b) comprehensive boiler, machinery and pressure vessel insurance (if reasonably required or applicable) sufficient to cover 100% of the repair and/or replacement cost of all damaged property, in such amount as would normally be maintained by a prudent owner of such building(s), but in no event less than the aggregate amount of the property damage insurance coverage so obtained, and specifically containing or including a "disputed loss agreement" between the property loss insurer(s) and the boiler and machinery insurer(s); and
  - c) comprehensive generality liability insurance coverage or wrap-up liability insurance (including completed operations liability insurance with a 24 month period of indemnity) with respect to incidents or occurrences happening upon or within its own lands or common elements (or upon or within its own component of the Edenbridge Project), providing a minimum coverage of \$5,000,000.00 per occurrence, which policy of insurance shall contain cross-liability and severability of interest endorsements, and a waiver of subrogation in favour of the other Contributor;

(with such insurance coverage being hereinafter collectively referred to as the "**Mandatory Insurance Coverage**").

- 8.02 The Mandatory Insurance Coverage shall not contain any co-insurance clause, and shall contain waivers of each insurer's rights of subrogation against the other Contributor (including a waiver of subrogation which covers, at a minimum, each of the directors, officers, managers, agents, employees and designated representatives of the Contributor, save and except for arson, fraud, vandalism or wilful misconduct), and shall be permitted to contain (or be subject to) reasonable deductibles. To the extent reasonably possible and commercially feasible, the Mandatory Insurance Coverage shall at all times hereafter be obtained or procured through the same insurance broker and with the same insurer (or group of insurers), in an effort to avoid duplicative coverages and/or disputes between or amongst competing insurance providers, and who shall initially be selected or retained by the Declarant or the Shared Facilities Manager. Likewise, the Mandatory Insurance Coverage with respect to any portion of the Two-Way Shared Facilities shall also be insured through the same insurance broker and with the same insurer (or group of insurers), in an effort to avoid duplicative coverages and/or disputes between or amongst competing insurance providers. The Mandatory Insurance Coverage shall also provide that same cannot be amended or terminated without at least thirty (30) days prior written notice being given by or on behalf of the insurer(s) to each of the insured parties and/or loss payees.
- 8.03 In recognition of the fact that each of the two Components of the Edenbridge Project are inter-dependent and physically connected to one another (and the respective components are correspondingly dependent on each other for structural support, servicing access, etc.), each of the Contributors shall be obliged to repair, restore or replace any damage caused or occasioned to its own property or common elements (as the case may be), as diligently, efficiently and as

quickly as reasonably possible, so as to cause the least amount of disruption, disturbance and inconvenience to the other Contributor as is possible under the circumstances, and shall correspondingly use and apply all insurance proceeds arising from any insured loss (in connection with the insurance coverage on its own property or common elements, as the case may be) to repair, restore or replace its damaged property or common elements (as the case may be) in the same location (and with the same design, colours, materials, specifications and components) as originally constructed, in order to replicate (as close as reasonably possible) the physical condition of the Edenbridge Project (and any damaged portion thereof) as it existed on the date of this Agreement, and to correspondingly ensure that the Easements described in this Agreement continue to be enjoyed by each of the Contributors.

- 8.04 Prior to the establishment of the Shared Facilities Committee, the Declarant shall ensure that the Two-Way Shared Facilities are insured by (and covered under) the Mandatory Insurance Coverage, noting the interests of each of the Contributors as co-insured parties. It is further understood and agreed that an insurance trustee shall be appointed or retained to administer the insurance proceeds derived or payable in connection with any insurance coverage for the Two-Way Shared Facilities or any portion thereof, and who shall correspondingly be responsible for disbursing any insurance proceeds arising from any insured loss involving any portion of the Two-Way Shared Facilities, in order to pay for the repair or replacement of any portion of the Two-Way Shared Facilities so damaged. It is the paramount desire and intention of the parties hereto that any portion of the Two-Way Shared Facilities so damaged from an insured loss shall be repaired or replaced in a diligent and expeditious manner, and as quickly as reasonably possible, so as to cause the least amount of disruption, disturbance and inconvenience to the other Contributor and respective owners, residents, occupants, tenants, sub-tenants, Representatives and Invitees, and to correspondingly repair or replace the damaged property in the same location (and with the same design, colours, materials, specifications and components) as originally constructed, in order to replicate (as close as reasonably possible) the physical condition of the Edenbridge Project (and any damaged portion thereof) as it existed on the date of this Agreement.
- 8.05 The Declarant or the Shared Facilities Committee, as applicable, shall ensure that the Two-Way Shared Facilities are insured by (and covered under) the Mandatory Insurance Coverage, noting the interests of each of the two Contributors, namely the Condominium Corporation and the Retail Owner, as the co-insured parties (hereinafter referred to as the **"Two-Way Shared Facilities Insurance"**), with the cost of same comprising part of the Two-Way Shared Facilities Costs.
- 8.06 Nothing contained in this Agreement shall be construed to prohibit either of the Contributors from arranging or procuring additional insurance above and beyond the Mandatory Insurance Coverage contemplated herein, provided however that any premiums payable with respect to same shall be borne solely and exclusively by the party or parties obtaining such additional insurance coverage.
- 8.07 The Shared Facilities Committee shall obtain an appraisal from one or more independent and qualified appraisers, in order to ascertain the full replacement cost of those Two-Way Shared Facilities so governed or administered by each of them, whenever such an appraisal is necessary, but in any event not less than once in every three (3) years, and the cost of said appraisal(s) shall constitute part of the Two-Way Shared Facilities Costs.

#### **ARTICLE 9.00 - DAMAGE TO ANY OF THE SHARED FACILITIES**

- 9.01 Despite anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that in the event that there is any damage occasioned to all or any portion of the Two-Way Shared Facilities, then all of the proceeds derived from (or payable under or in connection with) the Two-Way Shared Facilities Insurance (or so much thereof as is necessary or required to fully repair or replace the damaged property or components) shall be applied and utilized to pay for the repair and/or restoration of the damaged property, and same shall be repaired and restored in accordance with the provisions of Articles 5.00 and 6.00 hereof, as applicable, and any excess or surplus proceeds (if any) shall be apportioned amongst (and correspondingly paid and remitted to) each of the two Contributors (namely the Condominium

Corporation and the Retail Owner) in accordance with their respective Proportionate Two-Way Shared Interests.

- 9.02 In the event that it is necessary to relocate any of the Easement Areas within the Edenbridge Project and/or to amend any of the Easements relating thereto, as a result of the repair and/or restoration of any damage occasioned to the Two-Way Shared Facilities, or to any portion thereof, in order to re-align the Easement Areas with the as-built condition/location of any building, structure, installation, service and/or facility intended to be used pursuant to (or in connection with) any of the Easements relating thereto, or to rectify any encroachment of any building, structure, installation, service and/or facility that was not intended to be part of the Easement Area, then the provisions of section 4.07 hereof shall apply, *mutatis mutandis*, to the relocation and/or amendment of said Easement Areas and/or Easements (as the case may be), provided however that in such circumstances, the obligations imposed upon the each of the Condominium Corporation and the Retail Owner in section 4.07 hereof shall be deemed and construed to be the corresponding obligations of the Shared Facilities Committee.

#### **ARTICLE 10.00 - THE TERMINATION OF THE CONDOMINIUM**

- 10.01 The obligations and responsibilities of the Condominium set forth in this Agreement (including without limitation, the obligation to repair after damage set out in Articles 5.00, 6.00 and 9.00 hereof) shall apply notwithstanding that the Condominium may hereafter elect to terminate the government of its lands under the Act (or is hereafter ordered to be terminated by a court of competent jurisdiction), and in the event of such termination, each of the unit owners of the terminated Condominium (who are hereby acknowledged to become the owners of the lands which were formerly encompassed within the boundaries of the Condominium, as tenants in common) shall be bound by the terms and provisions of this Agreement as if each of them were original parties and signatories hereto, and they shall correspondingly be jointly and severally liable to comply with all of the covenants and obligations on the part of the Condominium set forth in this Agreement, and shall also be obliged to execute and provide such further documents and assurances as may be required or desired by the Declarant and the other Contributor, in order to give full force and effect to the provisions of this Agreement. In the event of such termination described above, the Unit Owners shall jointly form a Unit Owner's committee and two (2) members of the board of directors of such Unit Owner's committee shall be elected to replace the representatives of the Condominium on the Shared Facilities Committee.
- 10.02 For the purposes of section 122, section 123 and section 127(1) of the Act, the obligations arising under this Agreement (including without limitation, the obligations contained herein to undertake and complete any repair and/or restoration work) shall be deemed to constitute an encumbrance against each unit (and its appurtenant common interest) within the Condominium Lands, created after the registration of the declaration and description of the Condominium.

#### **ARTICLE 11.00 - THE EASEMENT CHARGE**

- 11.01 In the event that any of the Contributors shall fail to pay or contribute (as and when due) any monies required to be paid or contributed in accordance with the foregoing provisions of this Agreement, including without limitation, any portion of the Two-Way Shared Facilities Costs, and/or any costs incurred pursuant to the self-help remedy set out in Article 6.00 hereof (hereinafter referred to as a "**Delinquent Party**") within thirty (30) days after receiving written notice from any of the other Contributors who is not then in default of its obligations hereunder (hereinafter referred to as the "**Non-Delinquent Party**"), requesting that such monies be paid or contributed by the Delinquent Party, then the Non-Delinquent Party shall be entitled to pay or contribute those monies which the Delinquent Party should have paid or contributed, and all monies so expended by the Non-Delinquent Party shall, until repaid by the Delinquent Party, bear interest at the rate of **24% per annum**, calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such outstanding amount (together with all interest accruing thereon as aforesaid) shall, to the extent thereof, be and constitute a lien and charge against the Delinquent Party's lands or common elements, as the case may be (hereinafter referred to as the "**Easement Charge**").
- 11.02 Subject to the overriding provisions of section 11.04 hereof, the Easement Charge shall be enforceable by the Non-Delinquent Party in the same manner, and to the same extent, as a real

property mortgage or charge, with all of the powers, rights and remedies inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real property is in default pursuant to the provisions of the *Mortgages Act R.S.O. 1990 as amended*, and/or any other applicable statutory provision or common law principle applicable thereto. In recognition of the fact that under the Polaris System, the Land Titles Office no longer opens or maintains a separate "common elements register", but rather abstracts, registers or records all claims, interests and/or encumbrances affecting or pertaining to the common elements (or any portion thereof) against the title to each of the units within the Condominium (and correspondingly reflects same in the individual "unit register" for each unit within the Condominium), it is therefore expressly acknowledged and agreed by the parties hereto that if the Condominium is the Delinquent Party as hereinbefore contemplated, then the Easement Charge shall then be deemed and construed, for all purposes, to be a corresponding charge and encumbrance against each of the units within the Condominium Lands, and the Easement Charge may accordingly be registered against each of the units therein, but shall nevertheless be subordinate to any and all of the Prior Charges (as hereinafter defined) so registered against any of such units.

- 11.03 In the event that the Land Registrar requires the Non-Delinquent Party to apply to a court of competent jurisdiction for any order, direction, advice or authorization prior to such Land Registrar allowing the Easement Charge to be registered against the title of the Delinquent Party's lands, common elements or units (as the case may be), then the Non-Delinquent Party shall be entitled to forthwith apply to such court for any required order, direction, advice or authorization, and the Delinquent Party shall, for all purposes, be deemed to have consented to any such application so being made for such purpose, and the Delinquent Party shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Non-Delinquent Party, or its enforcement of the Easement Charge (save for the institution of arbitration proceedings pursuant to the provisions hereinafter set out, in order to dispute any alleged default and/or the entitlement of the Non-Delinquent Party to the Easement Charge). Alternatively, if the Land Registrar permits, the Easement Charge may be enforced by the filing of a caution, a certificate of pending litigation, or any restriction or notice as may be permitted by the provisions of the *Land Titles Act R.S.O. 1990, as amended*.
- 11.04 The Easement Charge need not be registered against the title to the Delinquent Party's lands, common elements and/or units (as the case may be), nor against any other assets of the Delinquent Party, nor registered elsewhere, in order to enable or entitle the Non-Delinquent Party to maintain or pursue a civil action against the Delinquent Party for breach of this Agreement. However, notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that the Easement Charge shall not have any priority claim whatsoever over (or in respect of) the interest(s) of any third party (or parties) in or to the Delinquent Party's lands, common elements and/or units, unless and until the Easement Charge (or any notice thereof, or any caution or certificate of pending litigation with respect thereto) has been registered against the title to same, and once such registration occurs, the Easement Charge shall then be deemed to be fully postponed and subordinate to all liens, mortgages, charges, interests and any other encumbrances (including any and all amendments thereto or extensions thereof, made from time to time) which are registered against the Delinquent Party's lands, common elements and/or units (as the case may be) in priority to the registration of the Easement Charge (with all such prior liens, mortgages, charges, interests and/or encumbrances being hereinafter collectively referred to as the "**Prior Charges**"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made (and thereafter to be made) under any of the Prior Charges.

## **ARTICLE 12.00 - DUTY TO MAINTAIN & REPAIR THE NON-SHARED COMPONENTS OF THE PROJECT**

- 12.01 Each of the Contributors covenants and agrees:
- a) to maintain and repair, at its sole cost and expense, and keep in a good state of repair and condition, all existing structures, buildings and installations (and any future structures and/or installations hereafter constructed) within its respective lands or common elements, as the case may be (including all Support Structures forming part of its respective lands or common elements which provide support to any of the other components of the



Edenbridge Project), all in accordance with a "first class" standard of building maintenance and repair practices and procedures prevailing in the City of Toronto for (or applicable to) buildings, structures and/or installations that are similar or comparable in type, design, composition, quality and age to that of the Edenbridge Project; and

- b) to restore and/or re-build any of its buildings, structures, facilities and/or installations (or any portions thereof) that have been damaged or destroyed hereafter, in whole or in part (whether by any insured loss or otherwise), as soon as reasonably possible after any such damage or destruction has occurred (weather conditions, and the availability of labour, materials and/or equipment permitting), all in a good and workmanlike manner, in accordance with all applicable laws, building codes, property standards and required permits and/or permit drawings (as applicable), and in accordance with a "first class" standard of building construction and/or repair practices and procedures prevailing in the City of Toronto for (or applicable to) buildings, structures, facilities and/or installations that are similar or comparable in type, design, composition, quality and age to that of the Edenbridge Project.

12.02 Each of the Contributors shall make every reasonable effort not to do anything that will diminish or reduce (or that may likely diminish or reduce) the load-bearing and support capacity of the Support Structures forming part of its lands or common elements (as the case may be), so as to not result in a reduction or diminution of such Support Structure's ability or capacity to lend direct or indirect support to the buildings and installations of any other components of the Edenbridge Project, and to obviate any significant increase in the cost or expense of maintaining, repairing and/or replacing any building(s) or installation(s) which require(s) support from such Support Structures. Without limiting the generality of the foregoing, it is understood and agreed that:

- a) the Condominium shall take all requisite steps to ensure that none of the components of the Condominium (nor the soil situate within the boundaries of the Condominium) which provide support to any portion of the Retail Component (or any portion thereof), are hereafter removed or otherwise dealt with in a way which may compromise or deleteriously affect the structural integrity of (or the support provided to) any portion of the Retail Component (or any portion thereof); and
- b) the Retail Owner shall take all requisite steps to ensure that none of the components of the Retail Component (nor the soil situate within the boundaries of the Retail Component) which provide support to any portion of the Condominium (or any portion thereof), are hereafter removed or otherwise dealt with in a way which may compromise or deleteriously affect the structural integrity of (or the support provided to) any portion of the Condominium (or any portion thereof).

12.03 Each of the Contributors covenants and agrees that if and when requested to do so by the other Contributor, it shall undertake a joint inspection of the Support Structures forming part of its lands or common elements, including without limitation, the columns, load points, roof slab(s) and water proofing membrane(s), walls and other support installations comprising same. Each of the Contributors shall be permitted to request said joint inspection up to a maximum of one (1) time per annum or as may otherwise be required by applicable building code(s), and the parties undertaking such joint inspection, together with their agents, employees, representatives, engineers and consultants, shall be permitted to accompany (and confer with) one another during such inspection. Where such joint inspection reveals that maintenance and repairs are necessary to the Support Structures so inspected, then the Contributor who is the owner of the lands or common elements within which the Support Structures are situate shall, at its sole cost and expense, attend to such maintenance and repairs in accordance with the "first class" standard of building maintenance and repair practices and procedures prevailing in the City of Toronto for (or applicable to) buildings, structures and/or installations that are similar or comparable in type, design, composition, quality and age to that of the Edenbridge Project. Each of the Contributors acknowledges and agrees that in the course of conducting such joint inspection, it shall use reasonable efforts to minimize the disruption of the usual or customary use and enjoyment by any of the respective owners, residents, tenants, licensees and/or occupants of the lands or common elements (as the case may be) being inspected. In the event that a Contributor requests any additional joint inspections in any calendar year beyond the annual permitted inspection (or beyond what is otherwise required by applicable building code(s)), then the Contributor so



requesting such additional joint inspections shall be solely responsible for the cost of such inspection(s) regardless of whether repairs are ultimately required to the Support Structures.

- 12.04 Each of the Contributors hereby covenants and agrees that in the event that any Hazardous Substance is hereafter placed or located in, on, within or upon its lands or common elements, then it shall promptly remove such Hazardous Substance, and forthwith thereafter remediate its lands or common elements to the full extent required by applicable law at its sole cost and expense.
- 12.05 Where damage or destruction to any portion of the Edenbridge Project occurs, then each of the Contributors so affected by such damage shall, at its sole cost and expense, repair, restore or rebuild the damaged portion of any building(s), structure(s) or facilities and/or installations (or any portions thereof) that have been damaged or destroyed, in whole or in part (whether by insured loss or otherwise) located within its own lands or common elements (as the case may be), as soon as reasonably as possible after such damage or destruction has occurred (weather conditions, and the availability of labour, materials and/or equipment permitting), to substantially the same condition they were in immediately prior to such damage or destruction having occurred (hereinafter collectively referred to as the “**Restoration Work**”). Any party required to carry out the Restoration Work shall commence same at the earliest reasonable opportunity, and shall perform and complete the Restoration Work with due diligence, in a good and workmanlike manner, in accordance with applicable laws, building codes, property standards and required permits and in conformity with the approved building permit plans and specifications for the Restoration Work and in accordance with a “first class” standard of building and/or repair practises and procedures prevailing in the City of Toronto for (or applicable to) buildings, structures, facilities and/or installations that are similar or comparable in type, design, composition, quality and age to that of the Edenbridge Project. The Restoration Work shall be completed as diligently, efficiently and as quickly as reasonably possible, so as to cause the least amount of disruption, disturbance and inconvenience to the other Contributor as is possible under the circumstances, and in order to repair or replace the damaged or destroyed property in the same location (and with the same design, colours, materials, specifications and components) as originally constructed, in order to replicate (as close as reasonably possible) the physical condition of the Edenbridge Project (and any damaged portion thereof) as it existed immediately prior to the date that the damage or destruction had occurred.
- 12.06 In the event of any disagreement or dispute between or amongst any of the Contributors regarding the extent of the damage or destruction to the Edenbridge Project (or any portion thereof), or with respect to any aspect of the Restoration Work, then such disagreement or dispute shall be resolved pursuant to the mediation and arbitration provisions set forth in Article 15.00 hereof hereinafter set forth.
- 12.07 Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is understood and agreed that all buildings, structures, facilities and/or installations of the Edenbridge Project (and all future additions, alterations and/or improvements thereto or in connection therewith) now or hereafter comprising:
- a) part of the Two-Way Shared Facilities (including all Support Structures forming part of the Two-Way Shared Facilities and which provide support to the other component(s) of the Edenbridge Project), shall be properly maintained and kept in a good state of repair and condition at all times, by the Shared Facilities Committee; and
  - b) part of each Contributor's respective lands or common elements, as the case may be (including all Support Structures forming part of its respective lands or common elements which provide support to any of the other components of the Edenbridge Project), shall be properly maintained and kept in a good state of repair and condition at all times, by each of the respective Contributors who own or control same;
- all in accordance with a "first class" standard of building maintenance and repair practices and procedures prevailing in the City of Toronto for (or applicable to) buildings, structures, facilities and/or installations that are similar or comparable in type, design, composition, quality and age to that of the Edenbridge Project.
- 12.08 None of the Contributors shall do or permit anything which shall cause any of the other Contributors (or any of its respective component of the Edenbridge Project) to be in breach of

any laws and/or regulations that are binding and enforceable against them and/or the Project Lands (or any portion thereof).

**ARTICLE 13.00 - PERMITTED AND PROHIBITED USES OF THE RETAIL COMPONENT**

- 13.01 The parties hereto hereby confirm and agree that the Retail Component, and the various stores, offices and/or premises comprising part of same, may be used by the Retail Owner and any of the Retail Tenants and/or any other lawful occupants of the Retail Component (or any portion thereof) for any uses that are otherwise lawfully permitted under the applicable zoning by-law(s) and approved variances governing the Project Lands, as may be amended from time to time, and the Condominium Corporation, shall not oppose or object to any such uses, nor take any steps to prevent or restrict any such uses.
- 13.02 It is understood and agreed by the parties hereto that the cost of all electricity consumed by the use and/or operation of any electrical/energized sign(s) and/or sign box(es) utilized for advertising, illustrating and/or promoting any service, product or business being operated from (or in connection with) any portion of the Retail Component shall be borne and paid for solely by the Retail Owner, and shall not comprise part of the Two-Way Shared Facilities Costs under any circumstances.
- 13.03 Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly understood and agreed that in no case shall any portion of the Retail Component be used or occupied (in whole or in part, and either directly or indirectly) for any of the following prohibited uses or businesses, namely:
- i) any use involving or requiring the consumption, storage, manufacture or utilization of any toxic waste or contaminant except as permitted by applicable zoning bylaws;
  - ii) any purpose (or in any manner) which would constitute a nuisance to (or otherwise interfere with) the other unit owners or occupants in the Condominium, by reason of the creation or emission from the Retail Component of vibrations, odours, gases, smoke, noise, extremely bright lights, fumes, cinders, soot, waste or otherwise at levels prohibited by applicable zoning bylaws;
  - iii) any adult entertainment or x-rated video store or parlour, at which is offered services, entertainment or items appealing to (or designed to appeal to) erotic or sexual appetites or inclinations, or any other use or purpose that is similar or analogous thereto; and
  - v) an abortuary, a drug addiction treatment centre or a drug rehabilitation clinic, a dry cleaning plant and/or any other use that would create a bio-hazard, or that shall cause the insurance premiums of the Condominium to increase substantially beyond that which would otherwise be ordinarily attributable to the commercial/retail uses allowed under the applicable zoning bylaws.
- 13.04 Provided however and notwithstanding the provisions of paragraph 13.03 v), the following uses are permitted in the Retail Component (to the extent same are otherwise permitted by the applicable zoning bylaws):
- i) medical offices;
  - ii) nail and hair salon/spa that provides hair treatments (hair cuts, hair colouring, permanents etc), manicures, facials, massages or similar services; and
  - iii) dry cleaner drop-off or pickup only.

**ARTICLE 14.00 - SPECIFIC DUTIES & OBLIGATIONS IMPOSED UPON THE CONDOMINIUM CORPORATION**

- 14.01 The Condominium Corporation hereby agrees to be bound by (and shall accept and comply with) all decisions, actions and/or directions of the Declarant and/or the Shared Facilities Committee hereafter made, taken and/or implemented in connection with (or regarding):
- a) the budgeting, quantification and/or allocation of the Two-Way Shared Facilities Costs;

- b) the operation, insurance, maintenance and/or repair of the Two-Way Shared Facilities, including any or all of the equipment, fixtures and/or installations contained therein or comprising part of same, and which serve or benefit each of the Condominium Corporation and the Retail Component (excluding, however, any of the Exclusive Condominium Equipment and/or the Exclusive Retail Equipment respectively); and
- c) the performance and fulfilment of the CPU Obligations;

save for any disagreements or disputes with respect thereto that are ultimately resolved by mediation and/or arbitration pursuant to the dispute resolution provisions set forth in Article 15.00 hereof.

14.02 Without limiting the generality of the foregoing provisions outlined in section 14.01 hereof, it is understood and agreed that:

- a) the Condominium shall expressly allow and permit the Shared Facilities Committee to perform, fulfil and comply with all of the CPU Obligations pertaining to (or affecting) the Edenbridge Project, or any portion thereof (on behalf of both Contributors);
- b) the Condominium shall not obstruct, nor restrict or interfere with, any work being carried out by or on behalf of (or at the direction of) the Shared Facilities Committee, in an effort to comply with any or all of the outstanding and/or ongoing risk management measures and/or obligations comprising the CPU Obligations;
- c) the Condominium shall assume and/or abide by all of the CPU Obligations, and shall enter into (and abide by the terms and provisions of) an assumption agreement with the Declarant and with the MOECC as a party (but not as a signatory) thereto, but nevertheless enforceable by the MOECC against the Condominium directly (hereinafter referred to as the **"CPU Assumption Agreement"**), if and when requested to do so by the Declarant or the MOECC, pursuant to which the Condominium shall formally evidence and confirm its assumption of all outstanding and ongoing CPU Obligations, but the Condominium shall nevertheless delegate the performance and fulfilment of all the CPU Obligations [all to the satisfaction of the MOECC] to the Shared Facilities Committee, with the entire cost of performing and fulfilling the CPU Obligations to comprise part of the Two-Way Shared Facilities Costs and to be borne and paid for by each of the Contributors in accordance with its Proportionate Share of the Two-Way Shared Facilities Costs; and
- d) the Condominium Corporation shall indemnify and save the Declarant and the Retail Owner harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):
  - i) any claim or proceeding hereafter made or pursued against the Declarant by the MOECC because of any breach or contravention of any of the CPU Obligations committed by the Condominium (or by anyone else for whose actions or omissions the Condominium is liable, at law or in equity), and/or because of any obstruction, restriction or interference with the Shared Facilities Committee's efforts to comply with any of the outstanding CPU Obligations; and/or
  - ii) any security heretofore provided or posted by the Declarant with the MOECC (to ensure the fulfilment of any or all of the CPU Obligations) being drawn down upon by the MOECC (in whole or in part), as a direct or indirect result of any breach or contravention of any of the CPU Obligations committed by the Condominium (or by anyone else for whose actions or omissions the Condominium is liable, at law or in equity), and/or because of any obstruction, restriction or interference with the Shared Facilities Committee's efforts to comply with any of the outstanding CPU Obligations.

14.03 The Condominium Corporation covenants and agrees that no actions or steps shall hereafter be taken by or on behalf of the Condominium Corporation or by any Unit Owners (nor by any of their respective residents, tenants, Representatives and Invitees) which would limit, restrict, obstruct or interfere with any of the following matters or activities (and the Condominium

Corporation shall correspondingly ensure that no complaints, objections or claims are made or pursued by or on behalf of the Condominium Corporation with respect to any of the following matters or activities), namely:

- a) the hours of operation and/or the manner of operation respecting any of the retail stores carrying on business within the Retail Component, including without limitation, the loading and unloading activities of any of the retail tenants, sub-tenants, licensees, sub-licensees and/or permitted occupants of any portion of the Retail Component, the removal of garbage and debris therefrom, the amount or type of customers or clients entering and leaving the retail store premises, and/or the substantial renovation of the Retail Component (or any portion thereof) from time to time, etc.; and/or
- b) the access and egress over portions of the common elements of the Condominium that may be exercised from time to time by any of the Retail Owner, the Retail Tenants, and their respective authorized Representatives and Invitees such access and egress rights accord with one or more of the Easements expressly created or referred to in Schedule "A" to the Condominium's declaration, or are expressly provided for (or contemplated) by this Agreement or by any other validly executed easement agreement made between the Condominium and the Retail Owner (an "**Easement Agreement**"), or provided that such access and egress is necessary (with no other viable alternative that is commercially reasonable) due to the integrated nature of the overall Edenbridge Project;

despite any noise, odours, vibration, dust, debris, obstruction of view and/or inconvenience that may be caused or generated thereby, and/or engendered by or from any of the retail businesses, operations and/or activities within any portion(s) of the Retail Component (or any activities ancillary thereto), no matter how significant, extensive or offensive the interference, inconvenience or impact may be, and irrespective of how long same may have to be endured, and the Condominium Corporation shall accordingly not initiate or pursue (nor participate in) any proceeding(s) to enjoin, restrain or restrict any of the foregoing matters, operations and/or activities, notwithstanding that same may cause excessive noise, odours, vibration, dust, debris, obstruction of view and/or inconvenience, or may be considered visually distasteful or offensive.

14.04 Without limiting the generality of the foregoing provisions outlined in section 14.03 hereof, the Condominium Corporation hereby confirms and agrees that no actions or steps shall hereafter be taken by or on behalf of the Condominium Corporation or by any Unit Owners (nor by any of their respective residents, tenants, Representatives and Invitees) which would limit, restrict or interfere with:

- a) the general public's access to and egress from Retail Component, from or across any of the outdoor walkways comprising part of the non-exclusive use common elements of the Condominium provided such access and egress rights accord with one or more of the Easements expressly created or referred to in Schedule "A" to the Condominium's declaration, or are expressly provided for (or contemplated) by this Agreement or any Easement Agreement;
- b) the amount of sunlight reaching or coming into any portion of the retail stores comprising part of the Retail Component, through any windows, glass or plastic skylights, canopies and/or other enclosures comprising part of (or contained within) the Retail Component;
- c) any signage or other advertising material, and any exterior lighting, so installed or affixed by the Retail Owner (and/or any of the Retail Tenants and/or authorized occupants of any portion of the Retail Component) to or upon any portion of the Retail Component from time to time;
- d) the loading and unloading activities of the Retail Owner, and any of the Retail Tenants and their respective licensees or sub-licensees of any portion of the Retail Component; and
- e) the removal of garbage and debris from the retail stores comprising part of the Retail Component.

14.05 The Condominium Corporation shall ensure that no actions or steps are hereafter taken by or on behalf of the Condominium Corporation or by any Unit Owners (nor by any of their respective

residents, tenants, Representatives and Invitees) to remove, alter, re-locate, obstruct, damage, tamper or interfere with any of the heating, cooling, lighting, electrical, mechanical, plumbing, drainage, security, air filtration and/or ventilation pipes, wires, ducts, cables, conduits, equipment, fixtures, installations and/or systems (hereinafter collectively referred to as the “**Installations of the Other Contributor**”) that have been installed within the confines of any non-exclusive use common element areas of the Condominium, by or on behalf of the Declarant, but which are intended or designed to provide any service or benefit to any portion(s) of the Retail Component, and to also ensure that no complaints or claims are made or pursued by or on behalf of the Condominium Corporation with respect to same, so long as the Installations of the Other Contributor do not unreasonably interfere with the use and enjoyment of the respective units and common elements of the Condominium by the owners and residents of the Condominium and their respective tenants, Representatives and Invitees. Without limiting the generality of the foregoing, the Condominium Corporation shall:

- a) not limit, restrict, obstruct, frustrate or interfere with the ability of the Retail Owner the Retail Tenants or their respective Representatives to maintain various drains, pipes, water lines and/or appurtenant equipment and facilities installed and used for the purposes of draining water and/or sewage emanating from the stores, offices and/or businesses being operated from or within any portion of the Retail Component (hereinafter collectively referred to as the “**Ancillary Retail Drainage Facilities**”) within portions of the Condominium’s common elements that are situate on levels 1, A and B, and which Ancillary Retail Drainage Facilities exclusively service or benefit the Retail Component or any portion thereof;
- b) not alter, remove, re-locate, obstruct or tamper with the Ancillary Retail Drainage Facilities (or any portion thereof) so long as the Ancillary Retail Drainage Facilities are being maintained and repaired at the sole cost and expense of the Retail Owner or its respective tenants, sub-tenants, licensees, sub-licensees and/or permitted occupants of the Retail Company (or any portion thereof);
- c) not complain about (nor make or pursue any claim with respect to) the Ancillary Retail Drainage Facilities (and the location or placement of same within the confines of the Condominium’s common elements that are situate on level 1, A and B), so long as the Ancillary Retail Drainage Facilities do not unreasonably interfere with the use and enjoyment of any of the units in the Condominium Lands, nor the use and enjoyment of any other common element areas by the respective Unit Owners and residents of the Condominium;
- d) not alter, remove, relocate, obstruct or tamper with:
  - i) any of the directional and/or information signs pertaining to the Retail Component (or any portion thereof), which may be installed, posted or affixed beyond the boundaries of the Condominium within other portions of the Edenbridge Project, and ultimately facilitating access to and/or egress from any portion(s) of the Edenbridge Project; and
  - ii) any of the directional and/or information signs (as well as any advertising or marketing signs or displays) which may be installed, posted or affixed beyond the boundaries of the Condominium and situate throughout various portions of the Retail Component, and correspondingly advertising or promoting any vacancy or rental opportunities within any portion of the Retail Component, as well as any advertising signs or displays promoting any of the stores or businesses being operated within the Retail Component (or for any other lawful purpose);

without the prior written approval of the Retail Owner.

- 14.06 The Condominium Corporation hereby agrees to accept, at any time before or after the Transfer Date, title for nil consideration to, and to execute the requisite land transfer tax affidavit(s) and all other documents and instruments necessary to effect or authorize the registration of a deed/transfer in respect of, the Condominium's Proportionate Two-Way Shared Interest in (and corresponding tenancy-in-common ownership interest in) the Two-Way Shared Service Units, from the Declarant as transferor to the Condominium Corporation as transferee in accordance with the

provisions of this Agreement, and to accept and register such transfer of title in respect of the Two-Way Shared Service Units (provided that title to same is unencumbered by any outstanding mortgages, and that there are no outstanding arrears of realty taxes assessed against same), without requiring or requisitioning anything else from the Declarant in connection therewith (and specifically without requiring or requisitioning any undertakings, indemnities, clearances, certificates, statutory declarations and/or opinions from the Declarant or its solicitors).

- 14.07 Without limiting the generality of the foregoing provisions outlined in section 14.06 hereof, the Condominium Corporation hereby agrees to accept, at any time hereafter, and from time to time, title to, and to execute the requisite land transfer tax affidavit(s) and all other documents and instruments necessary to effect or authorize the registration of, a transfer and conveyance (for nil consideration) of any easement(s) granted to the Condominium Corporation over, under, across, within or through any portion(s) of the Retail Component and/or the Retail Lands which may be needed for pedestrian and/or vehicular access and egress purposes, for servicing, repair and/or support purposes, and/or for any other purpose(s) as contemplated by this Agreement.
- 14.08 The Condominium Corporation further confirms and agrees that it shall not obstruct, nor restrict or interfere with, the rights, licence(s) and/or easement(s) granted to (or created or reserved to and in favour of), and may be granted in the future to and in favour of, the Retail Owner and/or the Retail Component, for the benefit of the Retail Component (or any portion thereof), over, upon, in, under, along, across and/or through those portions of the common elements of the Condominium more particularly situate on levels 1, A and B, in order to enable or facilitate the Retail Owner's installation, inspection, operation, maintenance and/or repair of any equipment (and all fixtures and installations appurtenant thereto) which services any portion of the Retail Component, including without limitation, any designated service elevator (and the corresponding elevator machine room situate within the Retail Component but accessible from the Condominium Lands) which services the Retail Component or any portion thereof and which elevator facilitates deliveries to and from the Retail Component (or any portion thereof) and/or the removal of all commercial/retail garbage from the Retail Component (or any portion thereof), and any electrical, mechanical, plumbing, drainage, ventilation, heating, cooling, security, fire alarm/sprinkler and/or emergency equipment, fixtures and/or systems (and all wires, ducts, conduits, cables and/or installations appurtenant thereto) which provide any service to any portion of the Retail Component.
- 14.09 The Condominium Corporation hereby confirms and agrees that it shall:
- a) not tamper or interfere with (nor alter or relocate) any of the Exclusive Retail Equipment;
  - b) ensure that the common elements of the Condominium are maintained and repaired, at all times, in accordance with a "first-class" standard of building maintenance and repair practices and procedures prevailing in the City of Toronto for (or applicable to) buildings, structures, facilities and/or installations that are similar or comparable in type, design, composition, quality and age to that of the Condominium;
  - c) ensure that the Condominium's concierge personnel is on call 24 hours a day - 7 days a week, to address and respond to the first stage of any fire alarm signal emanating from or within the Condominium Lands (or any portion thereof) and/or from or within the Edenbridge Project (or any portion thereof), and the Condominium Corporation shall not seek or pursue any compensation (nor any reimbursement of costs) from the Retail Owner whatsoever in connection therewith;
  - d) ensure that all outdoor walkways and stairways comprising part of the common elements, together with all driveways, walkways and ramps situate on level A of the underground parking garage serving the Condominium, and which correspondingly comprise part of the common elements of the Condominium, and house the Two-Way Shared Visitors Spaces, are properly illuminated, maintained and repaired, as and when required;
  - e) ensure that the waterproof membrane situate within any portion of the outdoor landscaped terrace or amenity area located on level 2 and correspondingly comprising part of the common elements of the Condominium, is properly maintained and repaired, as and when required, so as not to cause any leakage into any portion of the Retail Component; and

- f) fully indemnify and save the Declarant harmless from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against the Declarant by the Retail Owner (or by any of the tenants, sub-tenants, licensees or sub-licensees of any portion of the Retail Component) by reason of any contravention or breach of any of the foregoing provisions outlined in Article 13.00 hereof so committed by the Condominium Corporation (or by anyone else whose actions or omissions the Condominium Corporation may be vicariously liable, at law or in equity).

14.10 The Condominium Corporation shall be obliged to take all requisite steps to ensure that all of the outstanding and/or ongoing duties and obligations imposed upon the Condominium Corporation pursuant to the provisions of the Condominium's registered declaration are fully complied with, and adhered to, as and when required or contemplated by the said declaration.

#### **ARTICLE 15.00 - DISPUTE RESOLUTION PROVISIONS: MANDATORY MEDIATION & ARBITRATION**

15.01 Any dispute, difference, issue or question arising between or amongst the parties hereto (or between or amongst any of the Contributors) which concerns (or touches upon) the validity, construction, meaning, performance or effect of this Agreement, or the rights and liabilities of any of the parties hereto (or of any of the Contributors), or with respect to any matter(s) arising out of (or connected with) this Agreement, shall:

- a) in the first instance, be attempted to be resolved by the disputing parties through good faith negotiations conducted at a meeting of such parties, with the assistance and presence of legal counsel representing each of the disputing parties, all acting with a view to secure an amicable resolution of the question, matter or issue in dispute without further proceedings;
- b) in the second instance (on the presumption that the questions, matters or issues in dispute have not been satisfactorily resolved through good faith negotiations as hereinbefore outlined), be attempted to be resolved by submitting the dispute to mediation, as expressly contemplated by section 132(2) of the Act, with each of the disputing parties attempting to jointly select and agree-upon a mediator within sixty (60) days of submitting the dispute to mediation [on the understanding that the qualified mediator so selected shall confer with each of the disputing parties in an effort to mediate their differences and shall endeavour to obtain a settlement of all outstanding disagreements or disputes so submitted to mediation, with all costs of the mediator to be shared equally by all of the disputing parties, and with the mediator making a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation]; and
- c) in the third and final instance (and on the presumption that the questions, matters or issues in dispute have not been satisfactorily resolved through either of the aforementioned processes outlined above), and specifically where the parties have been unable to jointly select or agree upon a mediator within sixty (60) days after having submitted the disagreement to mediation, or where the mediator so selected has not been able to obtain a settlement of the dispute within thirty (30) days after his or her selection or appointment, the outstanding questions, matters and/or issues in dispute shall then be referred to (and be resolved by) binding arbitration pursuant to the *Arbitration Act S.O. 1991, as amended*, in accordance with the overriding provisions set out hereafter in this Article. The substantive rules of law applicable to the dispute being arbitrated pursuant to the provisions hereof shall be those of the Province of Ontario, and the arbitration decision so rendered shall be binding upon the parties hereto, and their respective successors and assigns (including their respective Unit Owners from time to time), and shall not be subject to appeal under any circumstances (whether with respect to a question of law, a question of fact, a question of mixed fact and law, or otherwise).

15.02 Subject to the provisions of section 15.03 hereof, the arbitration shall be conducted by a single arbitrator, and the parties hereto shall make every reasonable effort to reach an agreement on a single arbitrator within ten (10) days after the arbitration commences (or is deemed to have commenced) in accordance with the provisions of section 15.06 hereof.



- 15.03 The arbitration shall be conducted before three (3) arbitrators if the parties hereto fail to agree on a single arbitrator within ten (10) days after the arbitration commences (or is deemed to have commenced) in accordance with the provisions of section 15.06 hereof, or if the amount in dispute exceeds \$1 million dollars.
- 15.04 Any arbitrator appointed pursuant to the provisions of this Article shall have the following qualifications, namely:
- a) be a lawyer in good standing with the Law Society of Upper Canada who has been called to the Bar of the Province of Ontario for at least 10 years, and whose practice is primarily devoted to real estate and/or condominium development law;
  - b) be a member of the ADR Institute of Ontario, or someone who has successfully completed the Arbitration II course at the University of Toronto, or an equivalent course of study focussing on arbitration, or someone who possesses accreditation or certification as a qualified arbitrator in the Province of Ontario; and
  - c) be impartial and independent of the parties hereto, if acting as a sole arbitrator (other than by virtue of the circumstances set out in section 15.15(b) hereof), or if acting as the third arbitrator/chairperson [ie selected by the other two arbitrators appointed by the disputing parties, or selected or appointed by the Ontario Superior Court of Justice, as the case may be].
- 15.05 Any notice or document desired or required to be served or given in connection with the arbitration proceedings conducted in accordance with the provisions hereof shall be in writing, and shall be delivered to the intended party by courier, or sent by telefax, in the manner (and via the telefax number) set out in Article 23.00 hereof.
- 15.06 Any party hereto (or any of the Contributors) desiring arbitration (the "**Initiating Party**") shall indicate same by notice to the other disputing party or parties hereto or to any of the other Contributors (hereinafter individually referred to as the "**Responding Party**" and collectively referred to as the "**Responding Parties**"), setting forth a brief description of the issue(s) or matter(s) submitted for arbitration [and if appropriate, the pertinent sections of this Agreement which are relevant to the determination of the matter(s) or issue(s) in dispute], and said notice (hereinafter referred to as the "**Initiating Notice**") shall be deemed for all purposes to have commenced the arbitration proceedings. The Initiating Party and the Responding Parties shall then have ten (10) days following the delivery of the Initiating Notice (the "**Sole Arbitrator Selection Period**") within which to agree upon a sole arbitrator having the qualifications set forth in section 15.04 hereof. If such agreement is not attained within such time, then the Initiating Party shall, by delivering notice (hereinafter referred to as the "**Appointment Notice**") to each of the Responding Parties within ten (10) days after the expiry of the Sole Arbitrator Selection Period, appoint or designate an arbitrator of its own choice. Each of the Responding Parties shall, within ten (10) days after receiving the Appointment Notice, appoint or designate another arbitrator (of its own choice) and give notice thereof (hereinafter referred to as the "**Corresponding Appointment Notice**") to the Initiating Party and to the other Responding Party. The three (3) arbitrators so appointed shall, within ten (10) days after the delivery of the Corresponding Appointment Notice, select a chairperson of the arbitral tribunal from amongst themselves. If said arbitrators are unable to agree upon the selection of such chairperson within such time, then the chairperson shall be designated or appointed (from amongst the three arbitrators so chosen or appointed by the parties hereto) by the Ontario Superior Court of Justice, pursuant to an application submitted by any of the disputing parties in accordance with the provisions of the *Arbitration Act S.O. 1991, as amended*, on notice to the other parties hereto. Moreover, if only one of the Responding Parties has appointed or designated an arbitrator of its choice, then the two arbitrators so chosen shall, within ten (10) days after the delivery of the Corresponding Appointment Notice (pursuant to which the second arbitrator was confirmed), select a third arbitrator having the qualifications set forth in section 15.04 hereof who shall act as the chairperson of the arbitral tribunal, and if the said two arbitrators are unable to agree on the selection of said chairperson within such time, then the chairperson shall be designated or appointed by the Ontario Superior Court of Justice upon an application submitted by any of the disputing parties in accordance with the provisions of the *Arbitration Act S.O. 1991, as amended*, on notice to the other parties hereto.



- 15.07 The arbitration proceedings shall take place in the City of Toronto, and the chairperson of the arbitral tribunal shall fix the time, date and place within the City of Toronto for the purpose of conducting the formal arbitration proceedings, and hearing such evidence and representations as the parties hereto may present, subject to the provisions hereinafter set forth.
- 15.08 The chairperson shall (with or without the participation of the other two arbitrators comprising the arbitral tribunal) conduct a pre-arbitration hearing with the disputing parties, not less than ten (10) days prior to any date scheduled for the holding of any hearing for the presentation of evidence, in order to identify and narrow the issues in dispute, to discern the relevant evidence to be submitted and the number (and names) of the witnesses to be called (if any), including any expert witnesses needed or desired (and to limit the number of expert witnesses to be called), and to ultimately assess the approximate length of time that the arbitration proceedings will take.
- 15.09 To reduce the expenses of the arbitration process, no formal transcribing or recording of evidence shall be undertaken unless all parties to the dispute agree thereto (and concomitantly agree to the payment of all costs and expenses associated therewith), but any of the disputing parties and/or the arbitral tribunal may have a tape recorder present to assist in confirming what evidence has been submitted and to monitor the general conduct of the proceedings.
- 15.10 Each of the disputing parties will be required to submit brief written statements summarizing their respective claims or defences (as the case may be) within the time frame specified by the chairperson, indicating the facts supporting their respective positions, identifying the point(s) in issue and the relief sought, and accompanied by any documents considered relevant. A hearing will thereafter be convened by the arbitral tribunal for the presentation of evidence and the submission of oral arguments by or on behalf of the disputing parties, and the chairperson shall determine any matters of procedure regarding the arbitration proceedings which are not specified herein. To ensure the timeliness of the proceedings, the chairman of the arbitral tribunal may impose financial penalties for the breach of any time limits imposed or established in connection with the submission of written statements, the provision of any documents, or the taking of any step or action by any of the parties hereto in respect of the arbitration proceedings, not exceeding the sum of \$500 per breach.
- 15.11 The arbitral tribunal, with or without the request of any party to the dispute, shall have the power to make an order for the detention, preservation or inspection of property and documents that are the subject matter of the arbitration (or connected with any question that may arise during the arbitration proceedings), and shall have the power to order any party to provide security in connection with same, akin to the powers exercisable under section 18(1) of the *Arbitration Act S.O. 1991, as amended*. Any objection to the lack of jurisdiction of the arbitral tribunal to arbitrate the matter(s) or issue(s) in dispute, or pertaining to the arbitral tribunal exceeding its authority, shall be raised by the party alleging same as soon as reasonably possible after the arbitration proceedings have commenced, and any such objection shall be ruled upon by the arbitral tribunal as a preliminary question (rather than being dealt with in its ultimate award), and there shall be no appeal or review of such ruling under section 17(8) of the *Arbitration Act S.O. 1991, as amended*. Moreover, under no circumstances shall the arbitration proceedings be terminated by the arbitral tribunal prior to rendering its decision (and written reasons therefor), simply because the arbitral tribunal finds that the continuation of the arbitration has become unnecessary or impossible pursuant to section 43(3)(b) of the *Arbitration Act S.O. 1991, as amended*.
- 15.12 The arbitral tribunal shall, after reviewing the statements submitted and hearing the evidence and arguments presented by or on behalf of the disputing parties, render a decision, together with written reasons therefor, as soon as reasonably possible, but in no event later than thirty (30) days following the date that the final submissions have been made by or on behalf of the parties to the dispute and the hearings with respect thereto have been formally concluded, and shall deliver a copy thereof to each of the parties hereto forthwith following the rendering of same. The decision of a majority of the arbitrators comprising the arbitral tribunal shall constitute the award of the tribunal enforceable in accordance with the provisions of section 50(1) of the *Arbitration Act S.O. 1991, as amended*, and correspondingly enforceable in accordance with the provisions of the *Condominium Act 1998, S.O. 1998, as amended*, and shall be binding upon the parties hereto, and their respective successors and assigns, and shall not be subject to appeal under any circumstances (whether with respect to a question of law, a question of fact, a question of mixed fact and law, or otherwise).

- 15.13 The arbitration tribunal shall not, on its own initiative, nor at the request of any of the disputing parties, make any additional award to deal with a claim that was presented or raised (or that could have been presented or raised, based on the evidence or arguments submitted by or on behalf of the parties) in the arbitration proceedings so conducted but nevertheless omitted from the earlier award, as otherwise provided or contemplated under section 44(2) of the *Arbitration Act S.O. 1991, as amended*.
- 15.14 Unless otherwise provided in the arbitral decision to the contrary, each disputing party shall bear (and be solely responsible for) the costs of its own legal counsel and witnesses, and if the arbitral tribunal comprises three arbitrators, each disputing party shall bear (and be solely responsible for) the costs of the arbitrator that such party has appointed, and if the arbitration proceedings are conducted by a sole arbitrator, then each disputing party shall bear (and be solely responsible for) an equal share of the costs of such sole arbitrator. Notwithstanding the foregoing to the contrary, the chairperson of the arbitration tribunal or sole arbitrator shall, upon hearing brief oral submissions requested to be made with respect to an award of costs, have the power and discretion to award any scale of costs [ie. party and party scale (or partial indemnity scale), solicitor and client scale (or substantial indemnity scale) , etc.], or to fix costs between or amongst the disputing parties, in such amounts (and in such proportions) as the chairperson or sole arbitrator may deem appropriate, provided however that:
- a) no prejudgment or post-judgment interest shall be considered or calculated in any award of costs; and
  - b) a party who exceeds any limit imposed by the chairperson of the arbitral tribunal or by the sole arbitrator at the pre-arbitration hearing with respect to the number of witnesses to be called, and/or the number of expert witnesses to be heard, shall be disentitled to receive any award of costs which purports to compensate such party (in whole or in part) for the provision or attendance of such excess witnesses/experts; and
  - c) in no event shall any award of costs exceed the sum of \$5,000 per day (for each day of the arbitration hearings/proceedings) or \$50,000 in the aggregate.
- 15.15 Notwithstanding anything hereinbefore provided to the contrary, it is understood and agreed by the parties hereto that if:
- a) the arbitration is conducted by a single arbitrator agreed to by all of the disputing parties, as provided or contemplated in section 15.02 and section 15.06 hereof; or
  - b) if each of the Responding Parties fails to appoint an arbitrator (of its own choice) within ten (10) days after receiving the Appointment Notice from the Initiating Party, as provided or contemplated in section 15.06 hereof, then the arbitrator appointed by the Initiating Party may proceed alone to determine the matter(s) or issue(s) in dispute, as the sole arbitrator;

then in either of such cases, all of the provisions hereinbefore set forth pertaining to the timing, manner and conduct of the arbitration proceedings, including the ultimate decision (and costs, if any) awarded in connection therewith shall apply, *mutatis mutandis*, to the arbitration proceedings conducted by such sole arbitrator (and all references to the powers, actions and/or decisions of the chairperson of the arbitral tribunal shall be deemed and construed to be references to the powers, actions and/or decisions of such sole arbitrator), and the decision of such sole arbitrator shall be binding upon the disputing parties, and their respective successors and assigns, and shall not be subject to appeal under any circumstances (whether with respect to a question of law, a question of fact, a question of mixed fact and law, or otherwise).

#### **ARTICLE 16.00 -SPECIFIC DUTIES & OBLIGATIONS IMPOSED UPON THE RETAIL OWNER**

- 16.01 The Retail Owner hereby agrees to be bound by (and shall accept and comply with) all decisions, actions and/or directions of the Declarant and/or the Shared Facilities Committee hereafter made, taken and/or implemented in connection with (or regarding):
- a) the budgeting, quantification and/or allocation of the Two-Way Shared Facilities Costs;

- b) the operation, insurance, maintenance and/or repair of the Two-Way Shared Facilities, including any or all of the equipment, fixtures and/or installations contained therein or comprising part of same, and which serve or benefit each of the Condominium Corporation and the Retail Component (excluding, however, any of the Exclusive Condominium Equipment and/or the Exclusive Retail Equipment respectively); and
- c) the performance and fulfilment of the CPU Obligations;

save for any disagreements or disputes with respect thereto that are ultimately resolved by mediation and/or arbitration pursuant to the dispute resolution provisions set forth in Article 15.00 hereof.

- 16.02 If so required by municipal authorities, the Retail Owner shall arrange for its garbage collection days to be scheduled on opposite days from those of the Condominium Corporation..

### ARTICLE 17.00 - NOTICES

- 17.01 All notices required or desired to be given to any of the parties hereto in connection with this Agreement, or arising herefrom, shall be in writing, and shall either be couriered or hand delivered to the intended party or parties at the following addresses, or be delivered by registered mail to the intended party or parties at the following addresses, or be delivered electronically by e-mailing same to the e-mail address of the intended party or parties set out below (or to the e-mail address provided at any time hereafter by the intended party or parties):
- a) to the Condominium Corporation - c/o its property manager Del Property Management Inc. 4800 Dufferin Street, Suite 109, North York, Ontario, M3H 5S9, Attention: Mr. Saul York, e-mail address [syork@delcondo.com](mailto:syork@delcondo.com), with a copy also delivered to the president or secretary of the Condominium Corporation;
  - b) to the Retail Owner - c/o First Capital Asset Management Inc., 85 Hanna Avenue, Suite 400, Toronto, Ontario, M6K 3S3, Attention: Jodi Shpigel , e-mail address [Jodi.Shpigel@fcr.ca](mailto:Jodi.Shpigel@fcr.ca), with a copy also delivered to its solicitor Alison Harnick, e-mail address [Alison.Harnick@fcr.ca](mailto:Alison.Harnick@fcr.ca);
  - c) to the Declarant - c/o 4800 Dufferin Street, Suite 200, North York, Ontario M3H 5S9, Attention: Mr. Dino Carmel, e-mail address [dcarmel@tridel.com](mailto:dcarmel@tridel.com), and Jodi Shpigel, email address [Jodi.Shpigel@fcr.ca](mailto:Jodi.Shpigel@fcr.ca), with a copy also delivered to its solicitors Alison Harnick, e-mail address [Alison.Harnick@fcr.ca](mailto:Alison.Harnick@fcr.ca), and Harry Herskowitz at DelZotto, Zorzi LLP at 4810 Dufferin Street, Suite D, North York Ontario M3H 5S8, e-mail address [harry@dzlaw.com](mailto:harry@dzlaw.com);
  - d) to the Shared Facilities Committee (when established or created) - by giving same to at least two (2) committee members (who are not representatives or nominees of the same Contributor), either by courier or by hand delivery to said members at the respective addresses of such members, or by registered mail addressed to the respective addresses of such members, or by e-mail at the respective e-mail addresses of such members.
- 17.02 Where any such notice is sent by registered mailed to the intended recipient as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the fourth (4th) day following the day on which same was mailed or posted. If any such notice is delivered by courier, or by hand delivery, then such notice shall be deemed to have been received (and to be effective) on the next business day (excluding Saturdays, Sundays and statutory holidays) following the day on which same was so couriered or hand delivered. Any notice delivered by e-mail shall be deemed to have been received on the next business day (excluding Saturdays, Sundays and statutory holidays) following the day on which same was so delivered or transmitted electronically, provided and so long as an e-mail receipt (maintained by the sender or transmitting party) indicates or confirms that the transmission of such e-mailed notice was successful.
- 17.03 Where the date provided for the giving of any notice falls upon a Saturday, Sunday or statutory holiday, then such notice shall be effective if given on the next business day thereafter.

- 17.04 In the event of a postal strike or other interruption of mail service, all notices shall be delivered by courier or by e-mail transmission.
- 17.05 Each of the parties hereto (including any party bound hereunder as a successor in title to any portion of the Edenbridge Project) may, by written notice to the other parties hereto (and to all other parties so bound hereunder) delivered in accordance with the foregoing provisions hereof, change the mailing address or e-mail address to or at which all future notices shall be given and delivered (and may also substitute the name of the person or persons to whose attention all future notices shall be given).

**ARTICLE 18.00 - REGISTRATION OF THIS AGREEMENT & COUNTERPARTS TO THIS AGREEMENT**

- 19.01 Each of the parties hereto hereby consents to the registration of this Agreement against the title to each of the units within the Condominium Lands, and against the title to the Retail Lands respectively, and further acknowledges and confirms that this Agreement shall be deemed and construed to run with the title to each of the Condominium Lands and the Retail Lands respectively.
- 19.02 In light of the fact that the electronic registration of instruments is now mandatory in the Land Titles Division of the Toronto Registry Office (No. 66), it is acknowledged and agreed that any reference in this Agreement to any document(s) or instrument(s) being executed and registered on title to the Condominium Lands (and/or against each of the units within the Condominium Lands), and against the title to the Retail Lands respectively, shall be deemed and construed as a corresponding requirement on the party or parties responsible for executing and/or registering same to hereafter cause its solicitors to utilize the Teraview Electronic Registration System (operated by Teranet under the auspices of the Ministry of Government Services), and to authorize and direct its solicitors to electronically sign for completeness and release for registration any such document(s) or instrument(s) for registration electronically.
- 19.03 The Retail Owner covenants and agrees that as and when it transfers and conveys title to the Retail Lands to the Retail Transferee, it shall cause the Retail Transferee to execute a counterpart to this Agreement, with the Declarant and the Condominium Corporation being parties (but not signatories) thereto, and with the Condominium Corporation and the Declarant, but nevertheless enforceable directly against the Retail Transferee by each of the Declarant and the Condominium Corporation respectively (and which counterpart agreement is hereinbefore and hereinafter referred to as the "**Retail Counterpart to the Shared Facilities Agreement**"), and which counterpart agreement shall evidence and confirm:
- a) the formal assumption by the Retail Transferee of the Retail Owner's obligations under this Agreement insofar as same affect, pertain or relate to the Retail Lands, the Retail Component and/or the Retail Owner, including without limitation, the obligation to pay the Retail Owner's proportionate share of each of the Two-Way Shared Facilities Costs ;
  - b) the Retail Transferee's commitment to be bound by (and comply with) all of the covenants and obligations on the part of the Retail Owner set forth in this Agreement, to the same extent as if the Retail Transferee had been an original party hereto in the place and stead of the Retail Owner, insofar as same affects, pertains or relates to the Retail Lands, the Retail Component and/or the Retail Owner, as well as the express acknowledgement and agreement of the Retail Transferee that each of the Declarant and the Condominium Corporation may enforce said terms and provisions against the Retail Transferee directly, even though the Condominium Corporation and the Declarant are not signatories to the Retail Counterpart to the Shared Facilities Agreement; and
  - c) the release of the Retail Owner from any further obligations or liabilities arising under this Agreement, insofar as the Retail Lands, the Retail Component and/or the Retail Owner are concerned.
- 19.04 Each of the parties hereto hereby consent to the registration of the Retail Counterpart to the Shared Facilities Agreement against the title to all of the units within the Condominium Lands, and against the title to the Retail Lands, and further acknowledges and confirms that same shall be deemed and construed to run with the title to each of the Condominium Lands and the Retail Lands. The Retail Owner covenants and agrees to deliver a copy of the registered Retail Counterpart to the Shared Facilities Agreement to the Declarant and to the Condominium Corporation for their respective records.

## ARTICLE 20.00 - CERTIFICATE OF COMPLIANCE

- 20.01 Each of the Contributors, and each of the parties who are hereafter bound under this Agreement (as a successor in title to any portion of the Edenbridge Project or the Project Lands) pursuant to any counterpart to this Agreement (hereinafter individually referred to as the "**Receiving Party**") shall, within fifteen (15) days after receiving a written request (hereinafter referred to as the "**Certificate Request**"), accompanied by the payment of a fee in the amount of \$100.00 plus H.S.T., from or by any party interested in the status of (or compliance with) this Agreement (hereinafter called the "**Requesting Party**"), execute and deliver to the Requesting Party, or any other addressee designated by the Requesting Party, a certificate (hereinafter called the "**Certificate**") confirming:
- a) whether or not this Agreement has been modified, and if so, the nature of such modification, and confirming that this Agreement (as so amended, if applicable) is in full force and effect;
  - b) whether or not the terms and provisions of this Agreement have been complied with in all material respects to date, and whether or not there is any outstanding default alleged (or complained of) by or against any of the Contributors and/or the Shared Facilities Committee, as well as the nature and extent of the default so alleged; and
  - c) whether or not any work has been (or is presently being) performed by or on behalf of any of the Contributors and/or the Shared Facilities Committee, for which the cost of same will (or may) be claimed or charged against any of the Contributors, pursuant to the foregoing provisions of this Agreement.
- 20.02 Notwithstanding any provision contained herein to the contrary, it is expressly understood and agreed that nothing shall be charged to (nor be levied against) the Declarant or its solicitor if and when the Declarant or its solicitor ever requests the Certificate from any of the Contributors from time to time, pursuant to the preceding provisions hereof.
- 20.03 The contents of the Certificate may be pleaded by the Requesting Party as a bar to (and shall correspondingly constitute a complete defence by the Requesting Party against) any litigated suit, claim or action that is inconsistent with the facts recited in the Certificate.
- 20.04 If the Receiving Party fails to execute and deliver the Certificate to the Requesting Party within fifteen (15) days after receiving the Certificate Request and the accompanying fee, then the Receiving Party shall be deemed to have certified to the Requesting Party that:
- a) no modification or amendment to any of the provisions of this Agreement has been made [and the Receiving Party shall accordingly be forever estopped and barred from claiming or alleging that any modification or amendment has been made to this Agreement, but shall not be precluded from claiming or alleging any future modification(s) or amendment(s)];
  - b) no outstanding default exists under this Agreement by any of the Contributors and/or by the Shared Facilities Committee, as at the date of the Receiving Party's receipt of the Certificate Request (and the Receiving Party shall accordingly be forever and barred from claiming or alleging that any such default then exists or continues, but shall not be precluded from claiming or alleging any future default); and
  - c) no work has been (or is presently being) performed by or on behalf of any of the Contributors and/or the Shared Facilities Committee, for which the cost of same is (or may be) claimed or charged against any of the Contributors pursuant to the foregoing provisions of this Agreement.

## ARTICLE 21.00 - RECIPROCAL BENEFIT AND BURDEN

- 21.01 The parties hereto hereby declare and confirm their mutual intention that the principles of reciprocal benefit and burden (as espoused in the seminal case of Halsall v. Brizell [1957] 1 All E. R. 371), as well as the doctrine of conditional grant of benefits (as outlined in Halsbury's Laws of England 4<sup>th</sup> edition, volume 14 at page 79, and as further described in Megarry and Wade's Law of Real Property 5<sup>th</sup> edition, at page 769) shall apply to their relationship, and that each of the easements, rights and/or privileges hereinbefore described are intended to establish a basis or framework for the mutual and reciprocal use and enjoyment of certain portions of the Condominium Lands and the Retail Lands (including without

limitation, the Two-Way Shared Facilities, which are intended to be used, enjoyed and/or shared by the Contributors (as the case may be) to varying degrees. As an integral and material consideration for the continuing right of each of the Contributors to use and enjoy the aforementioned easements, rights and privileges (as specifically confirmed in this Agreement, or in any counterpart to this Agreement), each of the parties hereto (and each of the Contributors) hereby accepts (and agrees to assume and be bound by) the corresponding burdens and obligations imposed upon them by virtue of the provisions and covenants set forth in this Agreement. The provisions of this Agreement are intended to run with the real property benefitted and burdened thereby, and specifically each of the Condominium Lands and the Retail Lands respectively. This Agreement is therefore intended to bind (and to correspondingly enure to the benefit of) the respective successors in title to each of the Condominium Lands and the Retail Lands respectively, once this Agreement (or notice thereof) has been registered against the title to same.

#### **ARTICLE 22.00 - PERPETUITIES**

- 22.01 In the event that this Agreement, or any of its provisions, might be deemed or construed to be unenforceable by reason of a contravention of the rule against perpetuities, by virtue of (or pursuant to the provisions of) the *Perpetuities Act R.S.O. 1990, as amended*, then in order to obviate this Agreement being *void ab initio*, it is understood and agreed that this Agreement or its provisions (as the case may be) shall be operative and effective from and after the date of execution of this Agreement until the date which is twenty-one (21) years less one (1) day following the date of the death of the last survivor of the issue of Her Majesty, Queen Elizabeth II, the present Queen of the United Kingdom, who were alive as at the effective date of this Agreement

#### **ARTICLE 23.00 - VACATING CONSTRUCTION LIENS**

- 23.01 Each of the Contributors shall make any required payment or filing of appropriate security, so as to forthwith remove any construction lien (claimed in respect of a supply of materials and/or the provision of services contracted for by it, or otherwise contracted on its behalf) which encumbers any other Contributor's lands or common elements or units (as the case may be), by no later than thirty (30) days after the receipt of a written request to do so delivered by any of the other Contributors, failing which the Contributor requesting such lien removal may make the requisite payment or post the requisite security in order to vacate or discharge such construction lien from the title to its lands, common elements or units (as the case may be), and shall thereafter be entitled to full reimbursement from the defaulting Contributor for all monies so expended (and all costs so incurred) in vacating such lien.

#### **ARTICLE 24.00 - SUCCESSORS AND ASSIGNS**

- 24.01 Unless otherwise expressly stated to the contrary in this Agreement, this Agreement shall enure to the benefit of, and shall be correspondingly binding upon, each of the parties hereto and their respective successors and assigns, and is also intended to be binding against all successors in title to any portion of the Condominium Lands and the Retail Lands respectively.
- 24.02 It is expressly understood and agreed by the parties hereto that unless otherwise specifically stipulated or provided to the contrary:

- a) any reference to the Condominium in this Agreement, where the context pertains to the use or enjoyment of an easement in favour of the Condominium for servicing, maintenance and/or repair purposes (or any equipment-related purposes), shall be deemed to include the Condominium Corporation's duly authorized Representatives, and where the context pertains to the use or enjoyment of an easement for pedestrian or vehicular access and/or egress purposes (or for general common use or enjoyment purposes), shall be deemed to include the Unit Owners of the Condominium and their respective tenants, residents, Representatives and Invitees from time to time; and
- b) any reference to the Retail Owner in this Agreement, where the context pertains to the use or enjoyment of an easement in favour of the Retail Owner for servicing, maintenance and/or repair purposes (or any equipment-related purposes), shall be deemed to include the Retail Owner's duly authorized Representatives, and where the context pertains to the use or enjoyment of an easement for pedestrian or vehicular access and/or egress purposes (or for general common use and enjoyment purposes), shall be deemed to include the respective tenants, sub-tenants, licensees and/or sub-licensees of the Retail Component or any portion thereof;
- c) any reference to the Declarant in this Agreement, where the context pertains to the use, exercise or enjoyment of any right, benefit or interest, shall be deemed to include the Declarant and its duly authorized Representatives, together with the Declarant's Invitees; and
- d) any reference to the Shared Facilities Committee (in those circumstances where same has not yet been created or established) shall, unless the context provides otherwise, mean the Declarant, provided that any obligations so imposed upon the Shared Facilities Committee (including without limitation, the obligation to carry out and/or pay for the Two-Way Shared Facilities Work) shall apply to the Declarant only insofar as any applicable insurance proceeds are available for use by the Declarant and/or all required contributions towards the Two-Way Shared Facilities Costs have been made or advanced by the Condominium Corporation and the Retail Owner, as applicable, in accordance with the foregoing obligations hereof, in order to fund or pay for the cost of performing and fulfilling any outstanding obligations outlined in this Agreement, or to fund the implementation and completion of any requisite maintenance and/or repair work comprising the Two-Way Shared Facilities Work by the Declarant.

#### **ARTICLE 25.00 - FURTHER ASSURANCES**

- 25.01 The parties hereto hereby covenant and agree to forthwith execute and/or provide all further documents, instruments and/or assurances as may be necessary or required in order to carry out (and give full effect to) the true intent of these presents, and to register this Agreement (or notice thereof) against the title to the Condominium Lands (or against all of the units on all levels within the Condominium Lands), and against the title to the Retail Lands. Without limiting the generality of the foregoing, the parties hereto hereby covenant and agree to execute and deliver all such further documents, instruments and agreements (including any transfers of easement in registerable form) as may be required from time to time in order to realign the boundaries of the Easements and/or Easement Areas, if necessary, so that same align more accurately with the final location (or as-built condition) of the Edenbridge Project, as finally constructed.
- 25.02 Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed by the parties hereto that each of the Condominium Corporation and the Declarant shall be entitled to enforce all of the terms and provisions of the Retail Counterpart to the Shared Facilities Agreement (as well as all of the terms and provisions of this Agreement which correspondingly become binding upon the Retail Transferee, consequent upon the execution of the Retail Counterpart to the Shared Facilities Agreement by the Retail Owner and the Retail Transferee) directly against the Retail Transferee, even though the Condominium Corporation and the Declarant are not signatories to the Retail Counterpart to the Shared Facilities Agreement.



**ARTICLE 26.00 - MISCELLANEOUS PROVISIONS**

- 26.01 This Agreement is subject to compliance with the subdivision and part-lot control provisions of the *Planning Act R.S.O. 1990, as amended*.
- 26.02 For greater clarity, and despite anything hereinbefore provided to the contrary, it is expressly understood and agreed that each of the contributing parties to any of the Two-Way Shared Facilities Costs so described or outlined in this Agreement, shall be obliged to pay and remit, in each and every year throughout the duration of this Agreement, its proportionate share(s) of the projected or estimated Two-Way Shared Facilities Costs on a monthly basis, based on the then current Two-Way Shared Facilities Budget so issued in each year which outlines the projected Two-Way Shared Facilities Costs (or any portion thereof) for the current or ensuing year, and such monthly contributions shall not be delayed, halted or deferred (either temporarily or otherwise) pending receipt of third party invoices for any of the Two-Way Shared Facilities Costs so incurred. Within sixty (60) days after the end of each fiscal year or budget year-end involving the Two-way Shared Facilities, the projected Two-Way Shared Facilities Costs outlined in the Two-Way Shared Facilities Budget shall be reconciled against the actual costs so incurred and paid, and any requisite adjustment or readjustment (ie. for any over-contribution or under-contribution, as the case may be, by any or all of the contributing parties) shall be made between or amongst the respective contributing parties accordingly.
- 26.03 In the event that any party hereto comprises or includes two or more individuals, companies and/or other legal entities, then the covenants, agreements and obligations of any such party outlined in (or contemplated by) this Agreement shall be deemed and construed, for all purposes and at all times, to be and constitute the joint and several covenants, agreements and obligations of each of the individuals, companies and/or other legal entities so comprising such party.
- 26.04 This Agreement constitutes the entire agreement between and amongst the parties hereto regarding the subject matter hereof, and it is expressly acknowledged and agreed that there are no representations, warranties, collateral terms or conditions, or other arrangements, affecting this Agreement or the subject matter hereof (whether oral or written, statutory or otherwise) for which any of the parties hereto can or shall be held responsible or liable to either or both of the other parties hereto, other than as expressed herein in writing.
- 26.05 The headings used throughout the body of this Agreement form no part hereof, but shall be deemed to be inserted for convenience of reference only.
- 26.06 This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context.
- 26.07 Time shall be of the essence with respect to the performance and fulfilment of all terms, provisions and obligations set out in this Agreement.
- 26.08 If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from the rest of this Agreement, and the remaining provisions hereof shall remain in full force and effect, and shall continue to be binding upon the parties hereto (and their respective successors and assigns) as though the said illegal or unenforceable clause or section had never been included.
- 26.09 This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.
- 26.10 Each of the parties hereto hereby acknowledges and agrees that this Agreement may be executed via telefax transmission or by e-mail, and that the execution of a telefaxed version or a scanned e-mailed version hereof by any or all of the parties hereto shall have the same force and effect as if same were originally executed. A photocopy, a telefaxed copy or a scanned/e-mailed copy of this fully executed Agreement (ie. reflecting the signatures of, and execution by, all of the parties hereto) may be relied upon by any of the parties hereto (and by any of their respective successors and assigns) to the same extent as if it were an original executed version.



- 26.11 This Agreement, and the rights and obligations of each of the parties hereto, shall be governed by (and be construed in accordance with) the laws of the Province of Ontario, and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.
- 26.12 This Agreement shall enure to the benefit of, and shall correspondingly be binding upon, each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement, by their respective authorized signing officers, as of the date first above-mentioned.

[remainder of page left intentionally blank]

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. \*\***

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

Name:

Title:

I have authority to bind the Corporation

**RESIDENCES OF EDENBRIDGE ON THE KINGSWAY INC.**

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

Name:

Title:

I have authority to bind the Corporation

**FCMT HOLDINGS (ONTARIO) CORPORATION**

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

Name:

Title:

I have authority to bind the Corporation

U:\Realestate\LORI\_T\Edenbridge on the Kingsway\Shared Facilities Agreement\Shared Facilities Agreement(V6) WORD.docx

Edenbridge On The Kingsway

SCHEDULE OF COMMON ELEMENT ASSESSMENTS  
FOR THE FIRST YEAR FOLLOWING REGISTRATION

Run Date: Aug 28, 2019

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT		NO OF UNITS		MONTHLY ASSESSMENT PER GROUP
DWELLING UNIT	1	1	0.5997696	\$1,045.35	x	1	=	\$1,045.35
DWELLING UNIT	2	1	0.5872008	\$1,023.45	x	1	=	\$1,023.45
DWELLING UNIT	3	1	0.5227854	\$911.18	x	1	=	\$911.18
DWELLING UNIT	4	1	0.5781669	\$1,007.70	x	1	=	\$1,007.70
DWELLING UNIT	5	1	0.7109253	\$1,239.09	x	1	=	\$1,239.09
DWELLING UNIT	6	1	0.7132820	\$1,243.20	x	1	=	\$1,243.20
DWELLING UNIT	7	1	0.7132820	\$1,243.20	x	1	=	\$1,243.20
DWELLING UNIT	8	1	0.7117109	\$1,240.46	x	1	=	\$1,240.46
DWELLING UNIT	9	1	0.7132820	\$1,243.20	x	1	=	\$1,243.20
DWELLING UNIT	10	1	0.6217651	\$1,083.69	x	1	=	\$1,083.69
DWELLING UNIT	11	1	0.5648125	\$984.43	x	1	=	\$984.43
DWELLING UNIT	12	1	0.5648125	\$984.43	x	1	=	\$984.43
DWELLING UNIT	13	1	0.6343339	\$1,105.60	x	1	=	\$1,105.60
DWELLING UNIT	14	1	0.6657560	\$1,160.36	x	1	=	\$1,160.36
DWELLING UNIT	15	1	0.4933272	\$859.83	x	1	=	\$859.83
DWELLING UNIT	16	1	0.6319773	\$1,101.49	x	1	=	\$1,101.49
DWELLING UNIT	17	1	0.6362978	\$1,109.02	x	1	=	\$1,109.02
DWELLING UNIT	18	1	0.6362978	\$1,109.02	x	1	=	\$1,109.02
DWELLING UNIT	19	1	0.6362978	\$1,109.02	x	1	=	\$1,109.02
DWELLING UNIT	20	1	0.6331556	\$1,103.54	x	1	=	\$1,103.54
DWELLING UNIT	21	1	0.5879863	\$1,024.82	x	1	=	\$1,024.82
DWELLING UNIT	22	1	0.7502030	\$1,307.55	x	1	=	\$1,307.55
DWELLING UNIT	23	1	0.6284423	\$1,095.33	x	1	=	\$1,095.33
DWELLING UNIT	24	1	0.7128892	\$1,242.51	x	1	=	\$1,242.51
LOCKER UNIT	25-30 incl.	1	0.0143437	\$25.00	x	6	=	\$150.00
SHARED SERVICE ROOM UNIT	31-32 incl.	1	0.0000574	\$0.10	x	2	=	\$0.20
SHARED CACF ROOM UNIT	33	1	0.0000574	\$0.10	x	1	=	\$0.10
LOCKER UNIT	34-67 incl.	1	0.0143437	\$25.00	x	34	=	\$850.00
DWELLING UNIT	1	2	0.4729028	\$824.23	x	1	=	\$824.23
DWELLING UNIT	2	2	0.5758102	\$1,003.59	x	1	=	\$1,003.59
DWELLING UNIT	3	2	0.6527944	\$1,137.77	x	1	=	\$1,137.77
DWELLING UNIT	4	2	0.6029118	\$1,050.83	x	1	=	\$1,050.83
DWELLING UNIT	5	2	0.5974129	\$1,041.25	x	1	=	\$1,041.25
DWELLING UNIT	6	2	0.7910517	\$1,378.74	x	1	=	\$1,378.74
DWELLING UNIT	7	2	0.2054221	\$358.04	x	1	=	\$358.04
DWELLING UNIT	8	2	0.2529480	\$440.87	x	1	=	\$440.87
DWELLING UNIT	9	2	0.2529480	\$440.87	x	1	=	\$440.87
DWELLING UNIT	10	2	0.2549119	\$444.29	x	1	=	\$444.29
DWELLING UNIT	11	2	0.2549119	\$444.29	x	1	=	\$444.29
DWELLING UNIT	12	2	0.2549119	\$444.29	x	1	=	\$444.29
DWELLING UNIT	13	2	0.2549119	\$444.29	x	1	=	\$444.29
DWELLING UNIT	14	2	0.2568758	\$447.72	x	1	=	\$447.72
DWELLING UNIT	15	2	0.3075439	\$536.03	x	1	=	\$536.03
DWELLING UNIT	16	2	0.5298554	\$923.50	x	1	=	\$923.50
DWELLING UNIT	17	2	0.3860992	\$672.94	x	1	=	\$672.94
DWELLING UNIT	18	2	0.3719593	\$648.30	x	1	=	\$648.30
DWELLING UNIT	19	2	0.5879863	\$1,024.82	x	1	=	\$1,024.82
DWELLING UNIT	20	2	0.6355123	\$1,107.65	x	1	=	\$1,107.65
DWELLING UNIT	21	2	0.2576613	\$449.08	x	1	=	\$449.08

SCHEDULE OF COMMON ELEMENT ASSESSMENTS  
FOR THE FIRST YEAR FOLLOWING REGISTRATION

Run Date: Aug 28, 2019

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT		NO OF UNITS		MONTHLY ASSESSMENT PER GROUP
DWELLING UNIT	22	2	0.5231782	\$911.86	x	1	=	\$911.86
DWELLING UNIT	23	2	0.4293046	\$748.25	x	1	=	\$748.25
DWELLING UNIT	24	2	0.3967042	\$691.43	x	1	=	\$691.43
DWELLING UNIT	25	2	0.2867268	\$499.74	x	1	=	\$499.74
DWELLING UNIT	1	3	0.3044017	\$530.55	x	1	=	\$530.55
DWELLING UNIT	2	3	0.2344875	\$408.69	x	1	=	\$408.69
DWELLING UNIT	3	3	0.2337020	\$407.33	x	1	=	\$407.33
DWELLING UNIT	4	3	0.2635530	\$459.35	x	1	=	\$459.35
DWELLING UNIT	5	3	0.5750247	\$1,002.23	x	1	=	\$1,002.23
DWELLING UNIT	6	3	0.6527944	\$1,137.77	x	1	=	\$1,137.77
DWELLING UNIT	7	3	0.6029118	\$1,050.83	x	1	=	\$1,050.83
DWELLING UNIT	8	3	0.5974129	\$1,041.25	x	1	=	\$1,041.25
DWELLING UNIT	9	3	0.7910517	\$1,378.74	x	1	=	\$1,378.74
DWELLING UNIT	10	3	0.2054221	\$358.04	x	1	=	\$358.04
DWELLING UNIT	11	3	0.2529480	\$440.87	x	1	=	\$440.87
DWELLING UNIT	12	3	0.2529480	\$440.87	x	1	=	\$440.87
DWELLING UNIT	13	3	0.2663024	\$464.15	x	1	=	\$464.15
DWELLING UNIT	14	3	0.2572686	\$448.40	x	1	=	\$448.40
DWELLING UNIT	15	3	0.2572686	\$448.40	x	1	=	\$448.40
DWELLING UNIT	16	3	0.2572686	\$448.40	x	1	=	\$448.40
DWELLING UNIT	17	3	0.2600180	\$453.19	x	1	=	\$453.19
DWELLING UNIT	18	3	0.3075439	\$536.03	x	1	=	\$536.03
DWELLING UNIT	19	3	0.5298554	\$923.50	x	1	=	\$923.50
DWELLING UNIT	20	3	0.3860992	\$672.94	x	1	=	\$672.94
DWELLING UNIT	21	3	0.3719593	\$648.30	x	1	=	\$648.30
DWELLING UNIT	22	3	0.5879863	\$1,024.82	x	1	=	\$1,024.82
DWELLING UNIT	23	3	0.6355123	\$1,107.65	x	1	=	\$1,107.65
DWELLING UNIT	24	3	0.2576613	\$449.08	x	1	=	\$449.08
DWELLING UNIT	25	3	0.5231782	\$911.86	x	1	=	\$911.86
DWELLING UNIT	26	3	0.4293046	\$748.25	x	1	=	\$748.25
DWELLING UNIT	27	3	0.3967042	\$691.43	x	1	=	\$691.43
DWELLING UNIT	28	3	0.2867268	\$499.74	x	1	=	\$499.74
DWELLING UNIT	1	4-5 incl.	0.3044017	\$530.55	x	2	=	\$1,061.10
DWELLING UNIT	2	4-5 incl.	0.2344875	\$408.69	x	2	=	\$817.38
DWELLING UNIT	3	4-5 incl.	0.2337020	\$407.33	x	2	=	\$814.66
DWELLING UNIT	4	4-5 incl.	0.2635530	\$459.35	x	2	=	\$918.70
DWELLING UNIT	5	4-5 incl.	0.5750247	\$1,002.23	x	2	=	\$2,004.46
DWELLING UNIT	6	4-5 incl.	0.6527944	\$1,137.77	x	2	=	\$2,275.54
DWELLING UNIT	7	4-5 incl.	0.6029118	\$1,050.83	x	2	=	\$2,101.66
DWELLING UNIT	8	4-5 incl.	0.3703882	\$645.56	x	2	=	\$1,291.12
DWELLING UNIT	9	4-5 incl.	0.6512233	\$1,135.03	x	2	=	\$2,270.06
DWELLING UNIT	10	4-5 incl.	0.2529480	\$440.87	x	2	=	\$881.74
DWELLING UNIT	11	4-5 incl.	0.2529480	\$440.87	x	2	=	\$881.74
DWELLING UNIT	12	4-5 incl.	0.2663024	\$464.15	x	2	=	\$928.30
DWELLING UNIT	13	4-5 incl.	0.2572686	\$448.40	x	2	=	\$896.80
DWELLING UNIT	14	4-5 incl.	0.2572686	\$448.40	x	2	=	\$896.80
DWELLING UNIT	15	4-5 incl.	0.2572686	\$448.40	x	2	=	\$896.80
DWELLING UNIT	16	4-5 incl.	0.2600180	\$453.19	x	2	=	\$906.38
DWELLING UNIT	17	4-5 incl.	0.3075439	\$536.03	x	2	=	\$1,072.06

Edenbridge On The Kingsway

SCHEDULE OF COMMON ELEMENT ASSESSMENTS  
FOR THE FIRST YEAR FOLLOWING REGISTRATION

Run Date: Aug 28, 2019

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT		NO OF UNITS		MONTHLY ASSESSMENT PER GROUP
DWELLING UNIT	18	4-5 incl.	0.5298554	\$923.50	x	2	=	\$1,847.00
DWELLING UNIT	19	4-5 incl.	0.3860992	\$672.94	x	2	=	\$1,345.88
DWELLING UNIT	20	4-5 incl.	0.3719593	\$648.30	x	2	=	\$1,296.60
DWELLING UNIT	21	4-5 incl.	0.5879863	\$1,024.82	x	2	=	\$2,049.64
DWELLING UNIT	22	4-5 incl.	0.6355123	\$1,107.65	x	2	=	\$2,215.30
DWELLING UNIT	23	4-5 incl.	0.2576613	\$449.08	x	2	=	\$898.16
DWELLING UNIT	24	4-5 incl.	0.5231782	\$911.86	x	2	=	\$1,823.72
DWELLING UNIT	25	4-5 incl.	0.4293046	\$748.25	x	2	=	\$1,496.50
DWELLING UNIT	26	4-5 incl.	0.3967042	\$691.43	x	2	=	\$1,382.86
DWELLING UNIT	27	4-5 incl.	0.2867268	\$499.74	x	2	=	\$999.48
DWELLING UNIT	1	6	0.3044017	\$530.55	x	1	=	\$530.55
DWELLING UNIT	2	6	0.2344875	\$408.69	x	1	=	\$408.69
DWELLING UNIT	3	6	0.5997696	\$1,045.35	x	1	=	\$1,045.35
DWELLING UNIT	4	6	0.5333904	\$929.66	x	1	=	\$929.66
DWELLING UNIT	5	6	0.5019683	\$874.89	x	1	=	\$874.89
DWELLING UNIT	6	6	0.3703882	\$645.56	x	1	=	\$645.56
DWELLING UNIT	7	6	0.6512233	\$1,135.03	x	1	=	\$1,135.03
DWELLING UNIT	8	6	0.2529480	\$440.87	x	1	=	\$440.87
DWELLING UNIT	9	6	0.2529480	\$440.87	x	1	=	\$440.87
DWELLING UNIT	10	6	0.2663024	\$464.15	x	1	=	\$464.15
DWELLING UNIT	11	6	0.2572686	\$448.40	x	1	=	\$448.40
DWELLING UNIT	12	6	0.2572686	\$448.40	x	1	=	\$448.40
DWELLING UNIT	13	6	0.2572686	\$448.40	x	1	=	\$448.40
DWELLING UNIT	14	6	0.2600180	\$453.19	x	1	=	\$453.19
DWELLING UNIT	15	6	0.2584469	\$450.45	x	1	=	\$450.45
DWELLING UNIT	16	6	0.6123384	\$1,067.26	x	1	=	\$1,067.26
DWELLING UNIT	17	6	0.6516161	\$1,135.72	x	1	=	\$1,135.72
DWELLING UNIT	18	6	0.7136748	\$1,243.88	x	1	=	\$1,243.88
DWELLING UNIT	19	6	0.5231782	\$911.86	x	1	=	\$911.86
DWELLING UNIT	20	6	0.4293046	\$748.25	x	1	=	\$748.25
DWELLING UNIT	21	6	0.3967042	\$691.43	x	1	=	\$691.43
DWELLING UNIT	22	6	0.2867268	\$499.74	x	1	=	\$499.74
DWELLING UNIT	1	7	0.3648893	\$635.97	x	1	=	\$635.97
DWELLING UNIT	2	7	0.2344875	\$408.69	x	1	=	\$408.69
DWELLING UNIT	3	7	0.5997696	\$1,045.35	x	1	=	\$1,045.35
DWELLING UNIT	4	7	0.5333904	\$929.66	x	1	=	\$929.66
DWELLING UNIT	5	7	0.5019683	\$874.89	x	1	=	\$874.89
DWELLING UNIT	6	7	0.3703882	\$645.56	x	1	=	\$645.56
DWELLING UNIT	7	7	0.6512233	\$1,135.03	x	1	=	\$1,135.03
DWELLING UNIT	8	7	0.2529480	\$440.87	x	1	=	\$440.87
DWELLING UNIT	9	7	0.2529480	\$440.87	x	1	=	\$440.87
DWELLING UNIT	10	7	0.2663024	\$464.15	x	1	=	\$464.15
DWELLING UNIT	11	7	0.2572686	\$448.40	x	1	=	\$448.40
DWELLING UNIT	12	7	0.2572686	\$448.40	x	1	=	\$448.40
DWELLING UNIT	13	7	0.2572686	\$448.40	x	1	=	\$448.40
DWELLING UNIT	14	7	0.2600180	\$453.19	x	1	=	\$453.19
DWELLING UNIT	15	7	0.2584469	\$450.45	x	1	=	\$450.45
DWELLING UNIT	16	7	0.6154807	\$1,072.74	x	1	=	\$1,072.74
DWELLING UNIT	17	7	0.6516161	\$1,135.72	x	1	=	\$1,135.72

Edenbridge On The Kingsway

SCHEDULE OF COMMON ELEMENT ASSESSMENTS  
FOR THE FIRST YEAR FOLLOWING REGISTRATION

Run Date: Aug 28, 2019

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT		NO OF UNITS		MONTHLY ASSESSMENT PER GROUP
DWELLING UNIT	18	7	0.7136748	\$1,243.88	x	1	=	\$1,243.88
DWELLING UNIT	19	7	0.5231782	\$911.86	x	1	=	\$911.86
DWELLING UNIT	20	7	0.4293046	\$748.25	x	1	=	\$748.25
DWELLING UNIT	21	7	0.5950563	\$1,037.14	x	1	=	\$1,037.14
DWELLING UNIT	1	8	0.8354354	\$1,456.10	x	1	=	\$1,456.10
DWELLING UNIT	2	8	0.7765190	\$1,353.41	x	1	=	\$1,353.41
DWELLING UNIT	3	8	0.7337064	\$1,278.80	x	1	=	\$1,278.80
DWELLING UNIT	4	8	0.8044061	\$1,402.02	x	1	=	\$1,402.02
DWELLING UNIT	5	8	0.9320584	\$1,624.51	x	1	=	\$1,624.51
DWELLING UNIT	6	8	0.8295438	\$1,445.83	x	1	=	\$1,445.83
DWELLING UNIT	1	9	0.9206679	\$1,604.66	x	1	=	\$1,604.66
DWELLING UNIT	2	9	0.7765190	\$1,353.41	x	1	=	\$1,353.41
DWELLING UNIT	3	9	0.7337064	\$1,278.80	x	1	=	\$1,278.80
DWELLING UNIT	4	9	0.8044061	\$1,402.02	x	1	=	\$1,402.02
DWELLING UNIT	5	9	0.9320584	\$1,624.51	x	1	=	\$1,624.51
DWELLING UNIT	6	9	0.8837469	\$1,540.31	x	1	=	\$1,540.31
COMMUNICATION CONTROL UNIT	1	10	0.0000567	\$0.10	x	1	=	\$0.10
SHARED SERVICE ROOM UNIT	2	10	0.0000574	\$0.10	x	1	=	\$0.10
PARKING UNIT	1-65 incl.	A	0.0430311	\$75.00	x	65	=	\$4,875.00
PARKING UNIT	66	A	0.0573748	\$100.00	x	1	=	\$100.00
PARKING UNIT	67-100 incl.	A	0.0430311	\$75.00	x	34	=	\$2,550.00
LOCKER UNIT	101-193 incl.	A	0.0143437	\$25.00	x	93	=	\$2,325.00
SHARED SERVICE ROOM UNIT	194-196 incl.	A	0.0000574	\$0.10	x	3	=	\$0.30
PARKING UNIT	1-49 incl.	B	0.0430311	\$75.00	x	49	=	\$3,675.00
PARKING UNIT	50	B	0.0573748	\$100.00	x	1	=	\$100.00
PARKING UNIT	51-85 incl.	B	0.0430311	\$75.00	x	35	=	\$2,625.00
PARKING UNIT	86	B	0.0573748	\$100.00	x	1	=	\$100.00
PARKING UNIT	87	B	0.0430311	\$75.00	x	1	=	\$75.00
PARKING UNIT	88	B	0.0573748	\$100.00	x	1	=	\$100.00
PARKING UNIT	89-142 incl.	B	0.0430311	\$75.00	x	54	=	\$4,050.00
PARKING UNIT	143	B	0.0573748	\$100.00	x	1	=	\$100.00
PARKING UNIT	144-170 incl.	B	0.0430311	\$75.00	x	27	=	\$2,025.00
PARKING UNIT	171	B	0.0573748	\$100.00	x	1	=	\$100.00
LOCKER UNIT	172-257 incl.	B	0.0143437	\$25.00	x	86	=	\$2,150.00
SHARED SERVICE ROOM UNIT	258	B	0.0000574	\$0.10	x	1	=	\$0.10
								\$174,292.59
								x 12
Total Budget:								\$2,091,511.08

EDENBRIDGE ON THE KINGSWAY

SUMMARY OF FIRST YEAR OPERATING BUDGET

OPERATING EXPENSES

Service and Maintenance Contracts	Schedule "A"	\$ 559,290
Repairs and Maintenance	Schedule "B"	73,900
Site Personnel	Schedule "C"	75,000
Utilities	Schedule "D"	324,325
Guest Suite Operations	Schedule "E"	-
Administrative Expenses	Schedule "F"	322,283
Bulk Internet Service	Schedule "G"	109,331

Total Operating Expenses 1,464,129

\*Contribution to Reserve Fund 476,700

[\*pertaining to the this Condominium and exclusive of contributions to the Two-Way Shared Facilities]

Total Funds Required (this Condominium only) 1,940,829

Contribution to the Two-Way Shared Facilities Costs:

Two-Way Shared Facilities Budget	Schedules "H-1", "H-2", "H-3" and "H-4"	
97.07% Net Operating Expenses		121,561
Reserve Fund Contribution		29,121
		150,682

Total Funds Required/Common Elements Assessment \$ 2,091,511

Total Reserve Fund Contributions in the first year:

This Condominium	\$ 476,700
Two-Way Shared Facilities	29,121
	\$ 505,821

NOTES TO THE BUDGET

1 Reserve Fund

The reserve fund noted above is established for the major repair and replacement of the common elements and assets of the this Condominium (i.e. the repair and replacement of the mechanical equipment, the electrical and plumbing systems, repairs to the roof, etc.). The reserve fund figure used in this budget statement is based on the assumption that there will be in existence, at all times during the life span of the condominium building, a program of regular repair and maintenance, the costs of which shall be reflected in the this Condominium's annual operating budgets. The anticipated reserve fund pertaining to the this Condominium, exclusive of any reserve funds established in respect of the Two-Way Shared Facilities, is expected to be \$476,700 by the end of the first year of this condominium's operation. Please also note that the Two-Way Shared Facilities Budget annexed hereto as Schedules "H-1, H-2, H-3 & H-4", also reflects and incorporates a separate reserve fund for the major repair and replacement of the aforementioned Two-Way Shared Facilities. The anticipated reserve fund with respect to the Two-Way Shared Facilities is expected to be \$29,500 by the end of the first year of this Condominium's operation. This Condominium's contribution towards the reserve fund by the end of this Condominium's operation for the Two-Way Shared Facilities will be approximately \$28,636.

The Condominium is obliged to establish and maintain one or more reserve funds to cover the costs of the major repair and replacement of the common elements and assets of the Condominium. In turn, the Condominium is obliged to retain an independent and qualified consultant [being a member of one of the prescribed classes of persons authorized to conduct a reserve fund study, in accordance with section 32 of O. Reg. 48/01 to the Act] (a "Qualified Consultant") to conduct a reserve fund study, for and on behalf of the Condominium, within the first year following registration, in accordance with the provisions of section 94(4) of the Act which will confirm, amongst other things, the adequacy of the reserve fund, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy. The reserve fund study must be updated on a periodic basis, at the times and in the manner prescribed by the Act.

The Declarant retained a Qualified Consultant to prepare a preliminary pre-construction reserve fund study for the proposed Condominium and Two-Way Shared Facilities, and the contributions to the reserve funds (for this Condominium and for the Two-Way Shared Facilities respectively) that are reflected in this proposed first year budget are based upon the aforementioned preliminary reserve fund study. The Declarant will cause the Qualified Consultant to prepare an updated reserve fund study, once the construction of the Condominium has been completed and registered under the Act. A copy of the updated post-construction reserve fund study will be delivered to the Condominium's board of directors at or shortly following the Condominium's turn over meeting pursuant to section 43 of the Act.

**EDENBRIDGE ON THE KINGSWAY**  
**SUMMARY OF FIRST YEAR OPERATING BUDGET**  
**NOTES TO THE BUDGET -continued**

---

**2 No Pending Lawsuits**

There are no pending lawsuits material to the property of the Condominium of which the declarant has actual knowledge, and that may affect the property of the Condominium after the registration of any deed or transfer to any unit in the Condominium by the declarant to any unit purchaser.

**3 Inflation Factor**

This budget statement incorporates an assumed inflation factor of 5% per annum, based on a projected Condominium registration date of February 28, 2024, and in the event that registration occurs sometime thereafter, then this budget statement (and all figures reflecting expenses set forth herein) should be read and construed as automatically being increased by the said inflation factor of 5% per annum, compounded annually. However, nothing set forth in this budget statement should be construed or interpreted as a representation or warranty that the actual registration of the Condominium shall take place by the date noted above, namely February 28, 2024.

**4 Other Factors That Can Impact This Budget**

Although this budget is based upon the best available information as at the date of its preparation, purchasers should be aware that budgetary predictions on future servicing and utility costs are, by their very nature, subject to change based upon regulatory and other changes which are beyond the Declarant's control and reasonable expectations. In particular, utility rates since deregulation have been extremely volatile and therefore difficult to predict with any certainty. And accordingly, the final first year budget implemented at the time of registration may be altered to reflect the then prevailing market conditions and rates.

**5 Budget Note**

Save and except for the monthly common expense contributions allocated and attributable to each unit in this Condominium (in accordance with Schedule "D" to the declaration, and as more particularly set out in this budget statement), there are no current or expected fees, charges, rents or other revenue to be paid to or by this Condominium, or by any of the owners for the use of the common elements or other facilities related to the property of the Condominium, save for:

- i) a rental fee of \$125.00 per day for the use of any guest suite which may be situate in the Condominium (and which fee is subject to change from time to time, by and upon notice to all of the unit owners from the board or the Condominium's property manager); and
- ii) a minimal damage/security deposit of \$500.00, together with a service/cleaning charge of \$100.00, plus a fee for retaining security personnel at a rate of \$25.00 per hour (for a minimum of 4 hours), all of which is payable in advance for each day or night of use or occupancy of the party room situate in the Recreation Centre (which fees are subject to change from time to time, by and upon notice to all of the unit owners from the Condominium's property manager).

**6 Budget Note**

There are no services which have been excluded from this budget that the declarant provides (or intends to provide) to the Condominium or its residents, and there are no expenses that the declarant pays (or intends to pay) which might reasonably be expected to become, at any subsequent time, a common expense, and that have not already been included, reflected or addressed in this budget statement, save and except as expressly provided or qualified below, namely:

- i) the elevator installation contract which has been (or will be) entered into by the Declarant for this Condominium already includes or incorporates (or will include or incorporate) the cost of all requisite maintenance and servicing work with respect to the elevator for the first year following the registration of the Condominium, and therefore although the first year budget statement quite properly excludes any elevator maintenance or repair costs, such costs will nevertheless have to be incurred by the Condominium in subsequent years, and will accordingly have to be properly budgeted for by the Condominium in subsequent years;
- ii) various components of the Condominium building may be covered by existing or outstanding maintenance or repair warranties from third party suppliers/installers, and which warranties may correspondingly endure beyond the first year following the registration of the Condominium, and such circumstances will accordingly obviate the need to delineate (or make any requisite allowance for) the maintenance or repair costs with respect to such components in the first year budget. However, any requisite maintenance or repairs costs anticipated to arise or be incurred after the expiry of the applicable warranties (ie beyond the first year after registration) will thereafter have to be properly budgeted for by the Condominium in subsequent years;



**EDENBRIDGE ON THE KINGSWAY**  
**SUMMARY OF FIRST YEAR OPERATING BUDGET**  
**NOTES TO THE BUDGET -continued**

---

- iii) various components of the Condominium building will not have expected maintenance or repair costs within the first year following registration, simply because such components are relatively new, but will nevertheless give rise to future maintenance and repair costs as a result of normal wear and tear, and all such anticipated costs beyond the first year after registration will have to be properly budgeted for by the Condominium in subsequent years; and
- iv) a provision for future reserve fund studies/updates will be required in subsequent years.

**7 Budget Figures and Taxes**

All figures are inclusive of applicable taxes unless otherwise indicated.

**8 Additional Costs, if and/or when applicable**

All unit purchasers are hereby advised that although this proposed first year budget does not currently incorporate or reflect:

- a) any realty taxes that may ultimately be assessed against any unit(s) that the condominium corporation is obliged to accept title to, from the declarant as the transferor, pursuant to (or in accordance with) the provisions of the declaration, inasmuch as the formal assessment of same by the Municipal Property Assessment Corporation has not yet been completed, and no formal tax bill has yet been issued by the local municipality in connection therewith;
- b) any levies, charges and/or fees that the condominium corporation will ultimately be obliged to fund or pay for, pursuant to any municipal or provincial regulation, ordinance, by-law, policy, directive or requirement that may have been announced before (or after) the date of registration of this condominium and/or the date of preparation of this first year budget, but which levies, charges and/or fees have not yet been formally announced or are not yet capable of being finally determined, quantified or calculated as at the date of this budget; and

nevertheless all of the foregoing realty taxes outlined in subparagraph (a) above (if applicable), and all of the foregoing levies, charges and/or fees outlined in subparagraph (b) above (if applicable), shall comprise part of the common expenses, as and when same are assessed, quantified and/or payable by the condominium corporation, and therefore this first year budget statement shall be deemed to be amended accordingly, so as to incorporate same as an integral part of the budget.

**EDENBRIDGE ON THE KINGSWAY  
SUMMARY OF THE FIRST YEAR OPERATING BUDGET  
NOTES TO THE BUDGET -continued**

---

**9. Defined Terms**

Any defined words, terms or phrases set out in this Budget (and identified as such, by having the first letter of each defined word, term or phrase being capitalized) shall have the same meaning respectively ascribed to them in this Condominium's declaration, whenever same are used in this Budget. Without limiting the foregoing, the following defined words, terms or phrases will be helpful to you in understanding this Budget:

1. the "**Act**" shall mean the *Condominium Act, 1998*, S.O. 1998, as amended;
2. "**Certificate of Property Use**" or the "**CPU**" shall mean or include the Certificate of Property Use No. \_\_\_\_\_, issued on \_\_\_\_\_ to the City of Toronto, together with various amendments made thereto, and in respect of which: (A) a certificate of requirement was registered on \_\_\_\_\_ against the title to the Real Property as **Instrument No. AT-\_\_\_\_\_**; and (B) record of site condition was filed with the Ministry of Environment & Climate Change (hereinafter referred to as the "**MOECC**"), in order to permit the residential use of the Real Property so encumbered or affected by the aforementioned Certificate of Property Use (and upon which the Condominium has been developed); issued by the MOECC pursuant to section 168.6(1) of the *Environmental Protection Act R.S.O. 1990, c.19, as amended*, in connection with the development of the Project, and which Certificate of Property Use impose ongoing risk management and/or risk mitigation measures, requirements and/or obligations to be assumed and complied with by the Condominium (all of which obligations are hereinafter collectively referred to as the "**CPU Obligations**"), in addition to the risk assessment(s) filed in respect of the Real Property with the MOECC's site registry (along with the aforementioned records of site condition), including without limitation, the requirement for the ongoing inspection, testing and monitoring of the soil situate within or beneath portions of the Condominium Lands and/or any other portion(s) of the Project (as hereinafter defined), and the ground water within (or emanating from) the confines of the Condominium Lands (as hereinafter defined), together with the ongoing testing and monitoring of the air quality in respect of the air within certain below-grade portions of the Condominium Lands [or within any other portions of the Project, including without limitation, the air quality monitoring ports comprising part of the methane mitigation system which are located within the Condominium Lands, and correspondingly vented to or at the roof of the Condominium Lands], along with periodic reporting requirements in connection therewith [with the soil samples, ground water samples and air samples to be taken from the Condominium Lands' below-grade common element areas (or within any other portions of the Project) on a periodic basis, as and when stipulated by the Certificates of Property Use, for ultimate analysis by an accredited laboratory, with records of all sampling events and analytical test results to be maintained and available for inspection by representatives of the MOECC upon request], on the express understanding that: (i) the performance and fulfilment of the CPU Obligations, including without limitation, all periodic testing, monitoring and/or reporting requirements in respect of the soil, ground water and/or air quality, and/or the implementation of any health and safety plan to the satisfaction of the MOECC (if applicable), and the maintenance of all required records relating thereto, shall be undertaken and coordinated by the Shared Facilities Committee (as hereinafter defined) for and on behalf of the Condominium and the Retail Owner; (ii) all costs and expenses in connection with the performance and fulfilment of all CPU Obligations from time to time, incurred any time after the first year following the registration of the Condominium, inasmuch as the Condominium Corporation has voluntarily agreed to pay 100% of said CPU Compliance Costs (as hereinafter defined) during and throughout the first year after the Condominium's registration (and with all such CPU Compliance Costs incurred or arising after the first year following the Condominium's registration being ultimately shared by and amongst the Condominium and the Retail Owner as hereinafter provided (in accordance with their respective Proportionate Two-Way Share, as hereinafter defined), and shall correspondingly comprise part of the Two-Way Shared Facilities Costs (as hereinafter defined);
3. the "**Condominium Lands**" or the "**Real Property**" shall mean lands and premises situate in the City of Toronto more particularly described in Schedule "A" annexed to this Condominium's declaration, and in the description submitted concurrently therewith by the Declarant for registration in accordance with the Act;
4. "**Contributors**" shall mean the Condominium together with the Retail Owner, and each of them shall sometimes hereinafter be referred to as a "**Contributor**";
5. the "**Corporation**", or "**this Corporation**", or the "**Condominium**", or "**this Condominium**" shall mean the standard condominium corporation created by the registration of this Condominium's declaration, and the description filed concurrently herewith, pursuant to the provisions of the Act;
6. "**CPU Compliance Costs**" shall mean the aggregate of all costs and expenses incurred in connection with the performance and fulfilment of all outstanding and/or ongoing CPU Obligations, all as more particularly set out in the Two-Way Shared Facilities Budget(s) issued from time-to-time, but in no case less than annually, and correspondingly incurred or arising any time after the first year following the registration of the Condominium (inasmuch as the Condominium Corporation has voluntarily agreed to pay 100% of the CPU Compliance Costs during and throughout the first year after the Condominium's registration), and which costs form part of the Two-Way Shared Facilities Costs and be shared by and amongst (and be correspondingly paid for by) each of the Condominium and the Retail Owner, in accordance with their respective Proportionate Two-Way Share, and pursuant to the provisions of the Two-Way Shared Facilities Agreement (as hereinafter defined);
7. "**Exclusive Condominium Equipment**" shall mean all of the equipment, fixtures, systems and appurtenant installations so installed, supplied or connected within the confines of the Project, and which are (or will be) earmarked and designated for the ongoing operation, servicing, maintenance and/or repair of the Condominium Lands (or any portion thereof) exclusively, and the entire cost of operating, maintaining, repairing and insuring the Exclusive Condominium Equipment (or any portion thereof) shall comprise part of the common expenses and shall correspondingly be borne and paid for solely by the Condominium;
8. "**Exclusive Retail Equipment**" shall mean all of the equipment, fixtures, systems and appurtenant installations so installed, supplied or connected within the confines of the Project, and which are (or will be) earmarked and designated for the ongoing operation, servicing, maintenance and/or repair of the Retail Component (or any portion thereof) exclusively, and the entire cost of operating, maintaining, repairing and insuring the Exclusive Retail Equipment (or any portion thereof) shall be borne and paid for solely by the Retail Owner;
9. "**Future Development(s)**" shall mean one or more future developments to be constructed upon the Humbertown Plaza Lands (or portions thereof) from time to time;
10. the "**Governmental Authorities**" shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the development of the Real Property;
11. "**Humbertown Plaza Lands**" shall mean those lands and premises described as Blocks C & D, Plan 3692, St. Georges Road, Closed by EB106249; PT Kingsway, Plan 2624, PT The Kingsway Plan 2774, PT The Kingsway, Plan 3009, Closed by EB109644 & TB733454, being Parts 1 - 9, 44 & 45 on Reference Plan 64R-12846 being all of PIN 07485-0129 (LT) located to the north and west of the Condominium Lands on which there is a retail plaza;
12. "**Humbertown Plaza Owner(s)**" shall mean the owner of the Humbertown Plaza Lands, and its successors and assigns, from time to time;
13. an "**owner**" shall mean the owner or owners of the freehold estate in a unit and its appurtenant common interests [and save as otherwise hereinafter expressly provided to the contrary, the term "owner" includes the Declarant with respect to any units in this Condominium which the Declarant has retained ownership, and that have not yet been transferred and conveyed by the Declarant to another person, corporation or other legal entity], but does not include a mortgagee unless in possession;

**EDENBRIDGE ON THE KINGSWAY  
SUMMARY OF THE FIRST YEAR OPERATING BUDGET  
NOTES TO THE BUDGET -continued**

---

14. **"Private Street B"** shall mean the privately owned roadway municipally known as Private Street B owned by the Retail Owner and situate adjacent to the north of the Condominium, more particularly designated as Part \* on Reference Plan 66R-\*\*\*\*, registered in the Land Titles Division of the Toronto Land Registry Office (No. 66) and extending westerly from Royal York Road to The Kingsway;
15. **"Project"** shall mean the Condominium developed by the Declarant together with an integrated Retail Component developed by the Retail Owner;
16. **"Project Architect"** shall mean the architect retained by the Declarant in connection with the design, development, construction and completion of the Project;
17. the **"property"** shall mean the Real Property (including all buildings situate thereon) and the interests appurtenant thereto described in the description (and more particularly set out in Schedule "A" annexed hereto), and shall include any lands and interests appurtenant thereto that are added to the common elements after the registration of this Condominium's declaration;
18. the **"Proportionate Two-Way Shared Interest"** or the **"Proportionate Two-Way Share"** of each of the Condominium and the Retail Owner, with respect to both the ownership of the Two-Way Shared Service Units (as hereinafter defined) and with respect to the allocation or apportionment of the Two-Way Shared Facilities Costs between them, shall mean that percentage or proportion attributable to each Contributor, based on (or derived by) dividing each Contributor's respective **gross floor area** situate at and/or above level 1 and [and including with respect to the Condominium Lands below-grade within any or all of levels A and B respectively] as the numerator, by the **total gross floor area** at and/or above level 1 and also below-grade within any or all of levels A and B comprising the Project, as the denominator, as conclusively determined by and certified by the Project Architect (with the respective interest or share of each of the Contributors, determined in accordance with the foregoing formula, being sometimes hereinafter individually referred to as its **"Proportionate Two-Way Shared Interest"** or its **"Proportionate Two-Way Share"**). In light of the fact that the Project Architect has now confirmed that the gross floor area (at, above and/or below grade) so attributable to the Condominium is approximately 22,734.30 square metres and the gross floor area (at, above and/or below grade) so attributable to the Retail Component is approximately 685.98 square metres, the Condominium's Proportionate Two-Way Shared Interest or its Proportionate Two-Way Share amounts to **97.07%** and the Retail Owner's Proportionate Two-Way Shared Interest or its Proportionate Two-Way Share amounts to **2.93%**;
19. the **"Representatives"** shall mean, collectively, a party's agents, representatives, employees, service personnel, workmen, trades, contractors and/or sub-contractors from time to time, and **"Representative"** shall mean any one of them;
20. the **"Retail Component"** shall mean a freehold commercial/retail component comprising approximately 685.98 square meters of total gross floor area at grade (intended for use primarily as ground floor rentable retail space), and located beneath (and around portions of the perimeter of) the Condominium, and accessible by the general public from and along Private Street B and from The Kingsway (with such freehold retail lands and premises encompassing the Retail Component and being **municipally known as [TBA]** (hereinafter referred to as the **"Retail Lands"**), and with the Retail Component having the use of the Two-Way Shared Facilities and as more particularly detailed in the Two-Way Shared Facilities Agreement;
21. the **"Retail Invitees"** shall mean any guests, invitees, patrons, users, customers, licensees and visitors, from time to time, of the Retail Owner and/or the Retail Tenants;
22. the **"Retail Owner"** shall mean the owner of the Retail Lands and its successors and assigns from time to time;
23. the **"Retail Tenants"** shall mean any tenant(s) or sub-tenant(s) of any portion of the Retail Component from time to time;
24. the **"rules"** shall mean the rules passed by the board of directors of this Condominium and becoming effective in accordance with the provisions of section 58 of the Act;
25. **"Shared CACF Fire Alarm Room Unit"** shall mean unit 33 on level 1 in this Condominium (comprising the central alarm control facility room and correspondingly containing a shared central alarm control panel and a fire alarm monitoring system, and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto), intended to ultimately be owned by this Condominium and the Retail Component as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests and which Shared CACF Fire Alarm Room Unit is intended to provide fire alarm monitoring services to each of this Condominium and the Retail Component, and be accessible only by the Declarant, the Condominium and the Retail Owner and by each of their respective authorized Representatives, and by any members of the Fire Department of the City of Toronto, and by any member(s) of the Shared Facilities Committee, and by any Representatives designated or authorized by the Shared Facilities Committee;
26. **"Shared Emergency Generator Room Unit"** shall mean unit 2 on level 10 in the Condominium and intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests which Shared Emergency Generator Room Unit shall contain a shared emergency generator (and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto) intended to provide emergency power or electricity to the Condominium Lands and the Retail Component during an emergency, and which Shared Emergency Generator Room Unit shall be accessible only by the Declarant, the Corporation and the Retail Owner, and by their respective authorized representatives, and by any member(s) of the Shared Facilities Committee, and any representatives designated or authorized by the Shared Facilities Committee;
27. **"Shared Facilities Committee"** shall mean the committee established on or before the Transfer Date and composed of four (4) members in the aggregate, two (2) members of which shall be representatives or nominees of the board of directors of the Condominium, two (2) members of which shall be representatives or nominees of the Retail Owner, and which committee shall coordinate and oversee the operation and/or administration of the Two-Way Shared Facilities, and shall approve the Two-Way Shared Facilities Budget(s) issued from time to time, and whose decisions shall be evidenced and reflected by a majority vote of the members of the Shared Facilities Committee, and with any dispute(s) arising between or amongst any or all of the Contributors which touches or concerns:
  - i) the Two-Way Shared Facilities, or any portion thereof, including without limitation, any dispute regarding any of the Two-Way Shared Facilities Budget(s) and/or any portion of the Two-Way Shared Facilities Costs, or the manner in which any of the Two-Way Shared Facilities is operated, used, insured, maintained and/or repaired; and/or
  - ii) any of the Two-Way Shared Service Units (as hereinafter defined), and/or any of the equipment, facilities, services and/or installations contained therein or operated therefrom, including without limitation, any dispute regarding the manner in which any of such equipment, facilities, services and/or installations is being (or is proposed to be) operated, used, insured, maintained and/or repaired;shall be resolved by mediation and/or binding arbitration in accordance with the dispute resolution provisions set forth in the Two-Way Shared Facilities Agreement;
28. the **"Shared Facilities Manager"** shall mean the designated property manager selected by and retained by or on behalf of the Shared Facilities Committee who will act for and on behalf of the Contributors in connection with the administration, operation, insurance, maintenance and/or repair of the Two-Way Shared Facilities (or any portion thereof), and who shall assist the Shared Facilities Committee, in connection with the performance and fulfillment of its duties and obligations, including without limitation, the preparation of all required budgets, the collection of all required contributions to the Two-Way Shared Facilities Costs, the procurement of all required insurance coverage pertaining to the Two-Way Shared Facilities (or any portion thereof), and

**EDENBRIDGE ON THE KINGSWAY  
SUMMARY OF THE FIRST YEAR OPERATING BUDGET  
NOTES TO THE BUDGET -continued**

---

retaining, managing, and supervising one or more third party service and/or material providers, contractors and/or consultants to carry out and complete any required inspections, testing, maintenance and/or repair or construction work, to any portion of the Two-Way Shared Facilities, as and when such work is approved or directed to be implemented by the Two-Way Shared Facilities Committee;

29. the **"Shared Freight Elevator"** shall mean freight elevator situate within the Shared Loading Area Unit comprised of an elevator that is accessible on levels 1 and A (P1) of the Condominium's parking garage (and all equipment, fixtures and/or installations situate therein or operated therefrom), and intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common, in accordance with their Proportionate Two-Way Shared Facilities Interests, and to be used exclusively for the moving into and out of the Condominium and/or the Retail Component, and for the loading, unloading and transporting of the furnishings, equipment, retail goods, stock merchandise, food, etc. and/or other personal property of any of the owners and for the loading, unloading and transporting of the freight, equipment and/or other property of any of the owners /or tenants of the Retail Component, and for the temporary storage and/or removal of garbage and debris from the Condominium and/or the Retail Component;
30. **"Shared Garage Ramp & Level A Drivelanes"** shall mean the Condominium's garage ramp being part of the common elements on level A (P1) of the Condominium designated as Parts TBA on Plan 66R-\_\_\_\_\_, together with the underground garage driveways on level A (P1) being part of the common elements of the Condominium and designated as Parts TBA on Plan 66R-\_\_\_\_\_, which shall be shared, amongst others, by (i) the visitors to the Condominium and the Retail Owner, the Retail Tenants and their respective Representatives and Retail Invitees in order to access the Two-Way Shared Parking Spaces; and (ii) the Condominium unit owners, their tenants and occupants, the Retail Owner and the Retail Tenants and their respective Representatives and Retail Invitees and by the Humbertown Plaza Owner and its tenant(s) or sub-tenant(s) and by their respective Invitees and authorized Representatives, in order to access the Future Developments, from time to time;
31. the **"Shared Loading Area Unit"** shall mean the loading area designated as unit 31 on level 1 in the Condominium Lands (which includes the loading dock and the Shared Freight Elevator and all lighting, garage doors and all of the shared loading equipment, fixtures, facilities and/or installations situate therein or operated therefrom), and intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, and to be used exclusively for the moving into and out of the Condominium and/or the Retail Component, and for the loading, unloading and transporting of the furnishings, equipment and/or other personal property of any of the owners and/or residents of the Condominium and/or the Retail Component, and for the temporary storage and/or removal of garbage and debris from the Condominium and/or the Retail Component;
32. the **"Shared Servicing Systems"** shall mean those servicing pipes, wires, cables, conduits and/or systems intended to be shared by (and which service or benefit) both the Condominium Lands and the Retail Component, including without limitation all pertinent portions of the electricity, water, storm and sanitary sewer systems, gas systems, emergency systems, electrical systems, ventilation systems, mechanical systems, plumbing systems, heating and cooling systems, computer controlled access systems, security/fire alarm systems, telephone and cable television systems, and fire protection systems (as well as all pertinent portions of any ancillary computer software, electronic, mechanical, plumbing and/or electrical equipment, fixtures, facilities, systems and/or installations appurtenant thereto), which provide power, drainage, emergency service, fire protection, security, electrical, mechanical, ventilation, drainage, utility, plumbing, heating/cooling, telephone and/or cable television services to both components of the Project, but expressly excluding all pipes, wires, cables, conduits, equipment, fixtures, installations and/or systems serving or benefitting only one of the components or only one of the Contributors exclusively, and the term **"Shared Servicing System"** shall mean any particular servicing system comprising part of (or any portion of) the Shared Servicing Systems as determined or dictated by the context in which said term is used;
33. the **"Shared Sprinkler/Fire Pump Room Unit"** shall mean unit 195 on level A of the Condominium (containing a shared emergency sprinkler system and a fire jockey pump, and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto), intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, and intended to provide emergency sprinkler and fire protection services to each of the Condominium Lands and the Retail Component respectively, and shall be accessible only by the Declarant, the Corporation and the Retail Owner, and each of their respective authorized representatives, and by any member(s) of the Shared Facilities Committee, and by any representatives designated or authorized by the Shared Facilities Committee;
34. the **"Shared Storm Water Storage Tank Room Unit"** shall mean unit 258 on level B in the Condominium (containing a shared storm water storage tank and all ancillary plumbing and drainage pipes, drains, pumps, and appurtenant equipment, fixtures and/or installations), intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, and intended to provide storm water storage/management services to each of the Condominium Lands and the Retail Component respectively, and shall be accessible only by the Declarant, the Corporation and the Retail Owner, and by each of their respective authorized representatives, and by any member(s) of the Shared Facilities Committee, and by any representatives designated or authorized by the Shared Facilities Committee;
35. the **"Shared Switch Gear Room Unit"** shall mean unit 32 on level 1 in the Condominium and containing a shared electrical switch gear system (and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto), intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, and intended to service or benefit the Condominium Lands and the Retail Component, and with the shared electrical switch gear system being designed to receive incoming high voltage electrical power and to ultimately divert and transmit same to the respective transformers serving each of the Condominium Lands and the Retail Component respectively, and such Shared Switch Gear Room Unit accessible only by Toronto Hydro (provided that reasonable notice is provided to and consent is obtained from the Declarant or the Shared Facilities Committee prior to such access), the Declarant, the Corporation and the Retail Owner and by each of their respective authorized representatives, and by any member(s) of the Shared Facilities Committee (and by any representatives designated or authorized by the Shared Facilities Committee), provided that there shall be no allocations made to the Shared Switch Gear Room Unit or any Two-Way Shared Switch Gear Facilities located therein without the consent of Toronto Hydro save and except in the case of an emergency;
36. the **"Shared Transformer Room Unit"** shall mean unit 196 on level A in the Condominium and containing a transformer (installed and ultimately owned by Toronto Hydro) and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto, and which shared service room is intended to be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, and intended to service or benefit the Condominium Lands and the Retail Component, and with the transformer also serving each of the Condominium Lands and the Retail Component respectively, and such Shared Transformer Room Unit accessible by the Declarant, the Corporation and the Retail Owner and by each of their respective authorized representatives, and by any member(s) of the Shared Facilities Committee (and by any representatives designated or authorized by the Shared Facilities Committee);
37. the **"Shared Underground Garage Equipment & Systems"** shall mean all mechanical, electrical, plumbing, security and/or servicing pipes, wires, cables, conduits, equipment and/or systems (including without limitation, all fans, doors and the dry sprinkler system and the emergency lighting system within level A of the Condominium's parking garage) that provide any service and/or benefit to the Condominium Lands and the Retail Component collectively, including without limitation, the Shared Garage Ramp & Level A Drivelanes, the Two-Way Shared Visitors Parking Spaces, and any waterproofing membrane, any expansion joints, any asphalt traffic topping and/or any other protective coating or substance affixed to (or installed upon) any concrete garage floor slab of the Shared Garage Ramp & Level A Drivelanes and all shared walkways located within level A of the Condominium's parking garage structure, but expressly excluding: i) all parking units, locker units, service units, storage room units, and all other units and storage areas or service room areas situate within the confines of the Condominium which are intended to service or benefit only the Condominium; ii) all stairwells and/or service rooms (whether ultimately unitized or not)

**EDENBRIDGE ON THE KINGSWAY  
SUMMARY OF THE FIRST YEAR OPERATING BUDGET  
NOTES TO THE BUDGET -continued**

---

which are designed or intended to service or benefit any one of the two Components exclusively; and iii) any or all mechanical, electrical, plumbing, ventilation, heating, cooling, security and/or servicing pipes, wires, cables, conduits, equipment and/or systems that provide any service and/or benefit to either the Condominium or the Retail Component exclusively, on the express understanding that all costs and expenses incurred in connection with the maintenance and/or repair of the Shared Underground Garage Equipment & Systems (or any portion thereof including lighting maintenance power washing and striping) shall comprise part of the Two-Way Shared Facilities Costs (as herein defined), and with the Condominium being solely and exclusively responsible for bearing the entire cost of maintaining and repairing, including lighting, maintenance power washing, and striping of: (A) all structural and the non-structural components of the Condominium's parking garage that are situate within the confines of its boundaries or lands (including without limitation, any waterproofing membrane, any expansion joints, any asphalt traffic topping and/or any other protective coating or substance affixed to (or installed upon) any concrete garage floor slab beneath any parking units, parking spaces, locker units, locker spaces and all garage driveways and/or walkways situate within level B of the Condominium's parking garage; and (B) all mechanical, electrical, plumbing, ventilation, heating, cooling, security and/or servicing pipes, wires, cables, conduits, ducts, shafts and/or systems that provide any service and/or benefit solely to the Condominium;

38. the **"Shared Water Meter Room Unit"** shall mean unit 194 on level A in the Condominium Lands, and intended to ultimately be owned by the Condominium and the Retail Owner as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests, which houses or contains the respective water meters and/or water check meters (and all appurtenant equipment) servicing each of the Condominium Lands and the Retail Component respectively (and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto) and which unit shall be accessible only by the Declarant, the Corporation and the Retail Owner, and by their respective authorized representatives, and by any member(s) of the Shared Facilities Committee, and any representatives authorized by the Shared Facilities Committee in order to enable or facilitate the taking of metre readings of the respective water metres and/or water check metres situate therein as well as the maintenance and repair of such water metres or check metres (all equipment appurtenant thereto from time to time);
39. the **"Site"** shall mean, collectively, the Condominium Lands and the Retail Lands;
40. the **"Street Landscaping Elements"** shall mean all of the hard and soft landscaping elements, features and/or components situate along (or adjacent to) the westerly perimeter of the Condominium (situate on the east side of The Kingsway) and/or along (or adjacent to) the southerly perimeter of the Condominium (situate on the north side of Lambeth Road) and/or along (or adjacent to) the easterly perimeter of the Condominium (situate on the west side of Royal York Road) and/or along (or adjacent to) the northerly perimeter of the Condominium (situate on the south side of Private Street B), irrespective of whether such landscaping elements, features or components are situate within (or comprise part of) the common elements of the Condominium, or are situate within City of Toronto-owned lands or comprise part of the municipal road allowance, and in respect of which the cost of irrigating, maintaining and/or repairing same shall comprise part of the Two-Way Shared Facilities Costs, excluding however any privately owned landscaping located within any exclusive use common element areas allocated to those dwelling units situate on the north side of Lambeth Road, east side of The Kingsway or the west side of Royal York Road, as the case may be;
41. the **"Transfer Date"** shall mean the date that is not more than ninety (90) days after the date that the Condominium's turnover meeting has been convened pursuant to section 43 of the Act and the post-turnover board of directors has been duly elected, by which date the Declarant shall be ready, willing and able to convey title to the Two-Way Shared Service Units to the Condominium and the Retail Owner so entitled thereto, as tenants-in-common in accordance with their Proportionate Two-Way Shared Interests and for nil consideration;
42. the **"Two-Way Shared CPU Facilities"** shall mean or include any facilities and/or installations related to the CPU Obligations situate within the Condominium Lands, and correspondingly utilized in connection therewith and correspondingly serving or benefitting both Components of the Project;
43. the **"Two-Way Shared Facilities"** shall mean or include those shared facilities, shared services, shared areas, shared equipment and/or shared building components comprising part of the Project that are intended to serve or benefit the Condominium Lands and the Retail Component, including without limitation, shared stairwells, shared vestibules, shared corridors, shared exhaust/intake air shafts, shared garage ramp(s), shared garage driveways and walkways, shared electrical and/or mechanical rooms, shared servicing equipment and shared loading areas, and specifically including:
- i) the Two-Way Shared Generator Facilities, the Two-Way Shared CPU Facilities, the Two-Way Shared Fire Alarm/Sprinkler System, the Two-Way Shared Switch Gear Facilities, the Two-Way Shared Transformer Facilities, the Two-Way Shared Visitors Parking Spaces, the Shared Underground Garage Equipment and Systems and the Shared Garage Ramp & Level A Driveways; and
  - ii) the Shared Servicing Systems and the Two-Way Shared Service Units, and all of the shared equipment, fixtures, facilities, systems and/or installations respectively contained therein or operated therefrom and which correspondingly service the Condominium Lands and the Retail Component
- but expressly excluding the Exclusive Condominium Equipment (or any portion thereof) and the Exclusive Retail Equipment (or any portion thereof), respectively;
44. the **"Two-Way Shared Facilities Agreement"** shall mean the easement and cost-sharing agreement between this Condominium, the Declarant and the Retail Owner, entered into shortly after the registration of this Condominium, which agreement shall provide, amongst other things, for the illumination, insurance, operation, staffing, maintenance and repair of the Two-Way Shared Facilities, and the allocation, sharing and payment of the Two-Way Shared Facilities Costs between the two Contributors, in accordance with their respective Proportionate Two-Way Shares. For the purposes of this declaration, the term **"Two-Way Shared Facilities Agreement"** shall be deemed to include any amendments, extension, waivers, supplementary agreement, counterpart agreement and/or assignment and assumption agreement entered into from time to time;
45. the **"Two-Way Shared Facilities Budget"** shall mean the budget, prepared not less than once annually following the registration of the Condominium to be incurred for the ensuing 12 month period immediately following the registration of the Condominium [and which budget shall initially be prepared by the Declarant and be submitted to each of the Condominium and the Retail Owner, and in the subsequent years following the establishment of the Shared Facilities Committee said budget shall be prepared by or on behalf of the Shared Facilities Committee, on an annual basis, and be correspondingly submitted to each of the Contributors], and which budget(s) shall, amongst other things:
- i) specifically contain or reflect a separate reserve fund to cover the major repair and replacement of the Two-Way Shared Fire Alarm/Sprinkler System;
  - ii) reflect the fact that the Contributors shall be using the same contractor for the testing of the Two-Way Shared Fire Alarm/Sprinkler System;
  - iii) specifically contain or reflect a separate reserve fund to cover the major repair and replacement of the Two-Way Shared Switch Gear Facilities;
  - iv) specifically contain or reflect a separate reserve fund to cover the major repair and replacement of the Two-Way Shared Transformer Facilities;

**EDENBRIDGE ON THE KINGSWAY  
SUMMARY OF THE FIRST YEAR OPERATING BUDGET  
NOTES TO THE BUDGET -continued**

---

- v) specifically contain or reflect a separate reserve fund to cover the major repair and replacement of the Two-Way Shared Generator Facilities;
  - vi) specifically contain or reflect a separate reserve fund to cover the major repair and replacement of the Two-Way Shared CPU Facilities;
  - vii) be formulated in accordance with the terms and provisions of this Condominium's declaration and the terms of the Two-Ways Shared Facilities Agreement; and
  - viii) be incorporated as part of the Condominium's overall annual budget(s);
46. the **"Two-Way Shared Facilities Costs"** shall mean the aggregate of all costs and expenses incurred in connection with the operation, administration, staffing, insuring, maintenance and repair of the Two-Way Shared Facilities (or any portion thereof), all as set out in the Two-Way Shared Facilities Budget(s) so issued from time-to-time, and which costs shall be shared between the Condominium and the Retail Owner (and be correspondingly paid for by) each of the Condominium and the Retail Owner respectively, in accordance with their respective Proportionate Two-Way Shared Facilities Shares, pursuant to the provisions of the Two-Way Shared Facilities Agreement, and shall include without limitation, the aggregate of all costs and expenses incurred in connection with the following:
- i) the cost of periodic cleaning (not more than twice annually) of all exterior windows of both the Condominium and the Retail Component, together with the cost of operating, maintaining and/or repairing and any exterior window washing equipment (including any davit arm and appurtenant cables, as well as any swing stage and/or window washing scaffolding, and/or any other equipment, mechanisms and/or apparatus) utilized in connection with the periodic cleaning of all exterior windows (and all exterior glass or plastic facades) of both the Condominium and the Retail Owner, including the cost of all water and cleaning products utilized in connection therewith, provided however if either Contributor wishes to undertake such window cleaning more than twice annually, the cost of such additional window cleaning shall be for the sole cost and account of the Contributor so undertaking the additional window cleaning and shall not form part of the Two-Way Shared Facilities;
  - ii) the illumination, operation, maintenance and repair of the Two-Way Shared Service Units, including all common expenses assessed against (or otherwise attributable to) each of the Two-Way Shared Service Units, together with all realty taxes assessed against (or attributable to) any of the Two-Way Shared Service Units (including all realty taxes payable by the Declarant for any period of time prior to the transfer and conveyance of any of the Two-Way Shared Service Units to each of the Condominium and the Retail Owner), as well as the cost of all utilities (ie. water, electricity and thermal energy) utilized or consumed by (or utilized in connection with the use or operation of) each of the Two-Way Shared Service Units (as herein defined) and by any equipment, fixtures and installations appurtenant to or contained therein or operated therefrom which provides any service or benefit both the Condominium and the Retail Component, pursuant to the periodic utility meter or check meter readings which will gauge and monitor their respective utility consumption;
  - iii) the irrigating, maintaining and/or repairing the Street Landscaping Elements (as herein defined), including the cost of all water and any other utilities utilized or consumed in connection therewith;
  - iv) the ownership, operation, insuring, maintenance repair and/or testing of the Two-Way Shared Generator Facilities, including the cost of all utilities (ie water, electricity, gas and/or thermal energy, as the case may be) utilized or consumed in connection therewith, together with the cost maintaining and repairing the shared emergency generator, and any ancillary equipment, fixtures and installations;
  - v) the ownership, operation, insuring, maintenance, repair and/or testing of the Two-Way Shared CPU Facilities, including the cost of all utilities (ie water, electricity, gas and/or thermal energy, as the case may be) utilized or consumed in connection therewith;
  - vi) the ownership, operation, insuring, maintenance and/or the repair the Two-Way Shared Fire Alarm/Sprinkler System (and all ancillary shared equipment, fixtures and/or installations appurtenant thereto), including the cost of periodic testing thereof and the cost of all utilities (ie water, electricity, gas and/or thermal energy, as the case may be) utilized or consumed in connection with each of the aforementioned facilities;
  - vii) the ownership, operation, insuring, maintenance, repair and/or testing of the Two-Way Shared Switch Gear Facilities (and all ancillary shared equipment, fixtures and/or installations appurtenant thereto), including the costs of all utilities (ie water, electricity, gas and/or thermal energy, as the case may be) utilized or consumed in connection therewith, together with the cost of maintaining and repairing the shared electrical switch gear system and all component parts thereof;
  - viii) the ownership, operation, insuring, maintenance and/or repair of the Two-Way Shared Transformer Facilities (and all ancillary shared equipment, fixtures and/or installations appurtenant thereto), including the costs of all utilities (ie water, electricity, gas and/or thermal energy, as the case may be) utilized or consumed in connection therewith, together with the cost of maintaining and repairing the transformer and all component parts thereof;
  - ix) the illumination, operation, maintenance and/or repair of the Shared Garage Ramp & Level A Drivelanes and the Two-Way Shared Visitors Parking Spaces (including the cost of powerwashing and cleaning the Shared Garage Ramp & Level A Drivelanes and the Two-Way Shared Visitors Parking Spaces (and the costs of maintaining and repairing all lighting and ventilation systems, garage doors, drivelanes and walkways, waterproofing membrane and all mechanical systems and/or underground garage services (such as drains, pipes, cables, etc.) located within (or comprising part of) the level A (P1) of the Condominium's parking garage and exclusively serving same), and together with the cost of maintaining and repairing all electronic, computer, electrical, utility and/or mechanical equipment, fixtures and/or systems (and all appurtenances thereto) comprising part of the level A (P1) of the Condominium's parking garage or ancillary thereto ;
  - x) the illumination, operation, maintenance and/or repair of the Two-Way Shared Servicing Systems, including without limitation, the cost of maintaining and repairing all electronic, computer, electrical, utility and/or mechanical equipment, fixtures and/or systems (and all appurtenances thereto) comprising part of the Two-Way Shared Servicing Systems or ancillary thereto;
  - xi) the maintenance and/or repair of the Condominium Perimeter Walkway and of the Retail Perimeter Walkway (or any portions thereof), including the costs and expenses incurred in connection with maintenance, repair and replacement of the bollards installed therein (or adjacent thereto) and the removal of snow, ice and debris therefrom from the each of the aforementioned walkways; and
  - xii) the cost of procuring and maintaining all requisite fire, property damage and public liability insurance coverage (in an amount not less than \$5 million dollars of insurance coverage per occurrence) with respect to the Two-Way Shared Facilities (or any portion thereof), and providing insurance coverage for any damage and/or injury occasioned to any persons and/or property upon or within (or in the course of utilizing) the Two-Way Shared Facilities or any portion thereof, noting the interests of each of the Condominium and the Retail Owner respectively as co-insured parties, and which insurance coverage shall contain cross-liability and severability of interest endorsements, and a waiver of subrogation in favour of each of the Contributors (and those for whom each of the Contributors is, at law, responsible



**EDENBRIDGE ON THE KINGSWAY  
SUMMARY OF THE FIRST YEAR OPERATING BUDGET  
NOTES TO THE BUDGET -continued**

---

or vicariously liable), and providing for thirty (30) days advance written notice to both Contributors in the event of a cancellation or material change to such insurance coverage;

but expressly excluding all costs and expenses incurred in connection with any or all of the following matters, namely:

- A. the insurance, operation, maintenance and/or repair of the Exclusive Condominium Equipment (or any portion thereof), the costs of which shall be borne and paid for exclusively by the Condominium; and
  - B. the insurance, operation, maintenance and/or repair of the Exclusive Retail Equipment (or any portion thereof), the costs of which shall be borne and paid for exclusively by the Retail Owner; and
  - C. the insurance, operation, maintenance and/or repair of the Private Street B (or any portion thereof), the costs of which shall be borne and paid for exclusively by the Retail Owner;
47. the **"Two-Way Shared Fire Alarm/Sprinkler System"** shall mean or include the Shared Sprinkler/Fire Pump Room Unit and the shared emergency sprinkler system and fire jockey pump contained therein or operating therefrom, and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto, which provide fire alarm services and/or sprinkler protection to each of the Condominium and Retail Component respectively, and correspondingly serving or benefitting (and concomitantly shared by) each of the two Components of the Project, and with each of the Contributors being obliged to retain and use the same contractor or service provider for the testing of the Two-Way Shared Fire Alarm/Sprinkler System at any time and from time to time;
48. the **"Two-Way Shared Generator Facilities"** shall mean or include the Shared Emergency Generator Room Unit and the emergency generator contained therein that is shared by (and that correspondingly services or benefits) the Condominium Lands and the Retail Component respectively, including without limitation, all of the equipment, wiring, fixtures and/or installations situate within the Shared Emergency Generator Room Unit which provides emergency power or electricity to each of the Condominium Lands and the Retail Component respectively;
49. the **"Two-Way Shared Service Units"** shall mean those units within the Condominium comprising the Shared Emergency Generator Room Unit, the Shared Loading Area Unit, the Shared Water Meter Room Unit, the Shared Sprinkler/Fire Pump Room Unit, the Shared Storm Water Storage Tank Room Unit, the Shared Switch Gear Room Unit the Shared Transformer Room Unit and the Shared CACF Fire Alarm Room Unit, each of which units contains various shared mechanical, electrical, utility, plumbing, heating/cooling, ventilation, drainage, security, fire protection and/or servicing equipment, fixtures, systems, installations and/or facilities (and any appurtenances thereto) now or hereafter utilized in connection with the operation, servicing, maintenance and/or repair of both components of the Project;
50. the **"Two-Way Shared Switch Gear Facilities"** shall mean or include the Shared Switch Gear Room Unit and the shared electrical switch gear system situate therein (and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto) (installed and owned by Toronto Hydro) and which receives incoming high voltage electrical power and ultimately diverts and transmits same to the transformer serving each of the Condominium and Retail Component;
51. the **"Two-Way Shared Switch Transformer Facilities"** shall mean or include the Shared Transformer Room Unit and the shared transformer and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto) serving each of the Condominium and Retail Component;
52. **"Two-Way Shared Visitors Parking Spaces"** shall mean, collectively, the visitors parking areas comprising part of the common elements of this Condominium designated as Parts TBA and \* on Plan 66R-\*\*\*\*, and are intended to be used by solely for the purposes set out in section 24 (a), (b), c) and (d) of this Condominium's declaration; and
53. **"Utility Monitor(s)"** shall mean the third party contractor(s) retained by the Condominium to read the utility check meters.



**EDENBRIDGE ON THE KINGSWAY**  
**SCHEDULE "A"**  
**SERVICES AND MAINTENANCE CONTRACTS**

<b>1</b>	<b>Odour Control Contract</b>	<b>\$ 1,200</b>
<b>2</b>	<b>Elevator Maintenance (not required in first year, under warranty)</b>	<b>-</b>
<b>3</b>	<b>Indoor Plant Maintenance</b>	<b>2,000</b>
<b>4</b>	<b>Access Control</b>	<b>272,500</b>
<b>5</b>	<b>Pest Control</b>	<b>2,000</b>
<b>6</b>	<b>Mechanical Maintenance</b>	<b>30,000</b>
<b>7</b>	<b>Cleaning Services</b>	<b>115,000</b>
<b>8</b>	<b>Fan Coil/ERV Maintenance Contract</b>	<b>9,000</b>
<b>9</b>	<b>Pool and Whirlpool Maintenance</b>	<b>14,500</b>
<b>10</b>	<b>Fitness Equipment Maintenance</b>	<b>2,000</b>
<b>11</b>	<b>Maintenance of Hydro Transformer</b>	<b>1,000</b>
<b>12</b>	<b>Enhanced Cell Antenna System Service Contract</b>	<b>8,475</b>
<b>13</b>	<b>Parcel Delivery Service Contract</b>	<b>4,570</b>
<b>14</b>	<b>Automated Licence Plate Recognition System Contract</b>	<b>2,715</b>
<b>15</b>	<b>Miscellaneous Common Area Internet Service</b>	<b>3,390</b>
<b>16</b>	<b>Smart Home Services</b> (includes both the Del Networks monthly fee and the Smart Home Service Provider quarter-annual fee)	<b>49,940</b>
<b>17</b>	<b>Tractor Lease</b>	<b>7,000</b>
<b>18</b>	<b>Grounds Maintenance</b>	<b>30,000</b>
<b>19</b>	<b>Garage Door Maintenance Contract</b>	<b>4,000</b>
<b>TOTAL SERVICE AND MAINTENANCE CONTRACTS</b>		<b>\$ 559,290</b>

**EDENBRIDGE ON THE KINGSWAY**  
**NOTES TO SCHEDULE "A"**  
**SERVICES AND MAINTENANCE CONTRACTS**

---

- 1 Odour Control Contract**  
This contract provides for maintenance and product for an odour control unit located in the garbage room and rooftop fresh air fan.
- 2 Elevator Maintenance**  
A service contract will be required in subsequent years for servicing the elevators. The elevators are under warranty for one year from the date of registration.
- 3 Indoor Plant Maintenance**  
Includes monthly maintenance of plants located throughout the common areas.
- 4 Access Control**  
Represents the cost of security services, 1 person, 24 hours per day, 365 days per year.
- 5 Pest Control**  
Includes preventative monthly treatment of common areas.
- 6 Mechanical Maintenance**  
Represents the cost of a preventative maintenance contract for the common area mechanical and air-conditioning equipment.
- 7 Cleaning Services**  
The amount indicated in this budget includes the cost of cleaning the common areas and recreation area within the Condominium.
- 8 Fan Coil/ERV Maintenance**  
An allowance for in-suite and common area fan coil maintenance - once per annum.
- 9 Pool and Whirlpool Maintenance**  
An allowance for pool and whirlpool maintenance services, including the supply of associated chemicals.
- 10 Fitness Equipment Maintenance**  
An allowance for a maintenance contract in relation to the fitness equipment .
- 11 Maintenance of Hydro Transformer**  
Annual cost associated with the maintenance and repair of the hydro transformer servicing this Condominium exclusively, and to be correspondingly owned, maintained and repaired by this Condominium at its sole cost and expense.
- 12 Enhanced Cell Antenna System Service Contract**  
An allowance for a service contract in relation to the distributed antenna system which allows for enhanced data and cell phone reception within the above-grade areas of the condominium (excluding elevator cabs).
- 13 Parcel Delivery Service Contract**  
A provision for a parcel delivery service contract.
- 14 Automated Licence Plate Recognition System Contract**  
A provision for an automated license plate registration system contract.
- 15 Miscellaneous Common Area Internet Service**  
An allowance for associated services (in connection with, but not limited to: building automated systems, utility sub-metering, elevator and life safety systems monitoring and etc.).
- 16 Smart Home Services**  
A provision for associated network maintenance and supporting services in relation to the smart home services (*includes both the Del Networks monthly fee and the Smart Home Service Provider quarter-annual fee*).
- 17 Tractor Lease**  
Represents first year leasing costs in relation to a \*tractor (\*facilitates on-site transportation of waste bins).
- 18 Grounds Maintenance**  
The amount indicated in this budget includes the cost of exterior landscaping and snow removal.
- 19 Garage Door Maintenance Contract**  
A provision for a garage door maintenance contract.

**Inflation**

Assumed inflation factor of 5%.

**EDENBRIDGE ON THE KINGSWAY**  
**SCHEDULE "B"**  
**REPAIRS AND MAINTENANCE**

<b>1</b>	<b><u>Air Conditioning and Heating</u></b>	
	General Repairs to Fans, Belts, Bearings and etc.	\$ 2,000
<b>2</b>	<b><u>Plumbing Maintenance, Repairs and Supplies</u></b>	
	Repairs to Pumps, Valves and etc., catch basin and drain cleaning	3,500
	Backflow Prevention	3,500
	Pressure Relief Valve	3,000
		<u>10,000</u>
<b>3</b>	<b><u>Electrical Maintenance, Repairs and Supplies</u></b>	
	Electrical Supplies (light bulbs, ballasts, etc.)	2,000
	Repairs to Electrical Equipment	1,000
	ESA Contract (annual electrical permit)	1,000
	Maintenance of Emergency System	500
	Enterphone	500
		<u>5,000</u>
<b>4</b>	<b><u>Garage Maintenance</u></b>	
	Ramp Testing	500
	Pipe Tracing	800
	Garage Door Repairs and Maintenance	1,500
	Power Sweeping and Washing (once per year)	4,000
	Garage Repair and Maintenance	2,000
	Carbon Monoxide (CO) Testing	1,200
		<u>10,000</u>
<b>5</b>	<b><u>Grounds Maintenance (non-contractual)</u></b>	
	Annual Flowers	1,500
	Irrigation System winterize/summerize/repairs (including green roof)	2,400
	Miscellaneous Grounds keeping	1,000
		<u>4,900</u>
<b>6</b>	<b><u>Waste Disposal</u></b>	
	Repair and Maintenance of Compactor and Bins	2,000
	Chemicals	2,500
	City Waste Levies	5,000
		<u>9,500</u>
<b>7</b>	<b><u>Elevators</u></b>	
	Licenses and Inspections	2,300
	Non-Contractual Repairs	500
		<u>2,800</u>
<b>8</b>	<b><u>Fire Safety</u></b>	
	Monthly and Annual testing of the Fire Safety Equipment	4,600
	Fire Safety Equipment Repairs	1,000
	Offsite Fire Alarm Monitoring	1,400
		<u>7,000</u>
<b>9</b>	<b><u>Access Control</u></b>	
	Camera Repairs and Maintenance	1,000
	Miscellaneous Repairs and Supplies	500
		<u>1,500</u>
<b>10</b>	<b><u>Cleaning Supplies</u></b>	<u>2,500</u>
<b>11</b>	<b><u>General Maintenance and Repairs</u></b>	
	Carpet Cleaning - Common Element Areas -twice per year	3,000
	General Repairs -Internal	5,000
	General Repairs -External	3,000
	Repairs and Maintenance to other facilities	3,500
	Roof Anchor Inspection	1,200
	Recreation Facilities - Repairs and Maintenance	2,000
		<u>17,700</u>
<b>12</b>	<b><u>CPU Compliance Costs</u></b>	<u>1,000</u>
	<b>TOTAL REPAIRS AND MAINTENANCE</b>	<b>\$ 73,900</b>

## EDENBRIDGE ON THE KINGSWAY

### NOTES TO SCHEDULE "B" REPAIRS AND MAINTENANCE

---

**1 Air Conditioning and Heating**

Repairs by outside trades to items not covered under warranty.

**2 Plumbing Maintenance, Repairs and Supplies**

Repairs and maintenance, not covered under warranty, by outside trades to domestic hot water or plumbing systems including drain and catch basin cleaning.

**3 Electrical Maintenance, Repairs and Supplies**

Purchase of electrical supplies and permits, including the repairs and maintenance of electrical components not covered under warranty.

**4 Garage Maintenance**

Represents the costs of maintaining the garage for such items as power sweeping/washing, garage door maintenance, repair and replacement of lighting fixtures and general maintenance expenses of the overall underground garage including ramp testing and pipe tracing. An allowance for carbon monoxide (CO) testing has been included as well.

**5 Grounds Maintenance (non-contractual)**

Allowances for a variety of associated grounds maintenance costs including the supply and installation of annual flowers and irrigation system maintenance .

**6 Waste Disposal**

This account provides for the repair, maintenance and cleaning of the waste compactor and garbage bins including an allowance for the purchase odour control products. A provision has also been included for associated city waste levies.

**7 Elevators**

Annual costs associated with the obligation of government inspections and licenses.

**8 Fire Safety**

This budget provides for monthly and annual testing of the fire safety equipment as well fire alarm monitoring - in accordance with the Ontario Fire Code and also includes an allowance for repairs not covered under warranty.

**9 Access Control**

A provision for associated security and access control costs including the repair and maintenance of security equipment and the purchase of security supplies.

**10 Cleaning Supplies**

A provision for the purchase of cleaning supplies.

**11 General Maintenance and Repairs**

This account provides for miscellaneous maintenance to doors, locks, painting, signs and etc. Also included is an allowance for carpet cleaning and maintenance and repairs of recreation facilities.

**11 CPU Compliance Costs**

A provision for CPU compliance costs should be provided for in subsequent years for the periodic monitoring, testing and reporting of soil, ground water and air samples (the "CPU Compliance Costs"). Note: the Condominium Corporation has voluntarily agreed to pay 100% of said CPU Compliance Costs (as hereinafter defined) during and throughout the first year after the Condominium's registration (and with all such CPU Compliance Costs incurred or arising after the first year following the Condominium's registration being ultimately shared by and amongst the Condominium and the Retail Owner as hereinafter provided (in accordance with their respective Proportionate Two-Way Shares, as hereinafter defined), and shall correspondingly comprise part of the Two-Way Shared Facilities Costs (as hereinafter defined).

**Inflation**

Assumed inflation factor of 5%.

EDENBRIDGE ON THE KINGSWAY  
SCHEDULE "C"  
SITE PERSONNEL

1	<b>Site Personnel</b>	
	Salary	\$ 50,000
	Relief Coverage	12,000
	Employee Benefits and Payroll Burdens	<u>13,000</u>
	<b>TOTAL SITE PERSONNEL EXPENSES</b>	<b><u>\$ 75,000</u></b>

**NOTES:**

- 1 **Site Personnel**  
This account has allowed for the employment of a full-time live-in person whose duties will include general maintenance and repairs for which he/she is qualified, to be directed by the Property Manager on the employers' behalf. Also included is an allowance for employee benefits and payroll burdens.

**Inflation**  
Assumed inflation factor of 5%.

EDENBRIDGE ON THE KINGSWAY  
SCHEDULE "D"  
UTILITIES

1	Gas		\$	70,000
2	Electricity			190,000
3	Water			45,000
4	Energy Management Services			
	Monitor and control of the consumption of energy including monitoring the operation of all supervisory systems:			
	-- \$ 1,150 per month	15,595		
	Preventative Maintenance Contract:			
	-- \$ 3,300 per annum	3,730		
				19,325
5	Submetering System -Repairs and Maintenance			-
	TOTAL UTILITIES		\$	324,325

NOTES:

- 1Gas  
Represents the cost of all gas used for the common elements of the Condominium, excluding the Two-Way Shared Facilities. Gas consumption used to heat the hot water for the dwelling units will be measured by a domestic hot water meter and the cost of gas consumption will accordingly be the sole responsibility of the respective unit owners. Gas consumption used to heat the dwelling units will be measured by the thermal meters located in each fan coil, and the cost of gas consumption will accordingly be the sole responsibility of the respective unit owner.
- 2Electricity  
Represents the cost of all electricity used for the common elements of the Condominium, excluding the Two-Way Shared Facilities. Electricity consumption for the dwelling units will be individually check-metered, and the cost of electricity consumption will accordingly be the sole responsibility of the respective unit owners. Electricity consumption for cooling the dwelling units will be measured by the thermal meters located in each fan coil, and the cost of electricity consumption will accordingly be the sole responsibility of the respective unit owners.
- 3Water  
Represents the water costs for the dwelling units (cold water usage only) and common elements, excluding the Two-Way Shared Facilities. Water consumption used in the cooling tower as part of the in-suite air conditioning will be bulk metered and the cost of such water consumption shall comprise part of the common expenses. The hot water supplied to each of the dwelling units will be check-metered and the cost of same shall be the sole responsibility of the respective unit owners.
- 4Energy Management Services  
The Energy Management Company shall maintain and operate an energy management system in the building to monitor and control the consumption of heating fuel and electricity therein or therefrom, which system shall consist of wiring, fittings, sensors, and a computer. The Energy Management Company shall also provide a preventative maintenance program for the system.
- 5Submetering System -Repairs and Maintenance  
An allowance for maintenance and repairs to the water, electricity and the thermal check meters appurtenant to each dwelling unit (the "Submetering System") should be provided for in subsequent years. The Submetering System is under warranty for one year from the date of registration.
- 6NOTE: Utilities  
Please note that on or shortly after registration, the Condominium shall enter into a formal utility monitoring agreement or service agreement with Provident to serve and act as the Utility Monitor for and on behalf of the Corporation, and it is presently proposed that its administration fee (to be charged with each monthly invoice to each unit owner during the first year following the registration of this Condominium) covering its monitoring and invoicing services with respect to the individual check or consumption meters appurtenant to each of the dwelling units, shall be approximately \$22.50 per month plus HST [unless any such dwelling unit owner agrees in writing with Provident to receive all periodic invoices from the Utility Monitor electronically (by e-mail) rather than in paper form, in which case the monthly administration fee will be discounted by \$2.00 per month, and correspondingly reduced to approximately \$20.50 per month plus HST], payable by each dwelling unit owner, and subject to increase on each anniversary of the date of registration of the Condominium, based on equivalent proportionate increases in the Consumer Price Index published by Statistics Canada, upon written notice from the Utility Monitor to the condominium corporation and/or each of the dwelling unit owners.

**Inflation**  
Assumed inflation factor of 5%.

EDENBRIDGE ON THE KINGSWAY  
(Phase II Condominium)  
SCHEDULE "E"  
GUEST SUITE OPERATIONS

<b>1   <u>Guest Suite Expenses</u></b>	
Linen and Towel Replacement	\$      8,200
Total Guest Suite Expenses	<u>8,200</u>
Less: Occupancy Charge	<u>(8,200)</u>
<b>TOTAL GUEST SUITE OPERATIONS</b>	<b><u>\$           -</u></b>

**NOTES:**

- 1   **Guest Suite Expenses**  
The guest suites are to be operated on a not for-profit basis. However, should the guest suites eventually result in a deficit position, then the Condominium Corporation will be required to contribute towards any such shortfall.

**Inflation**  
Assumed inflation factor of 5%.



**EDENBRIDGE ON THE KINGSWAY**  
**SCHEDULE "F"**  
**ADMINISTRATIVE EXPENSES**

1	Management Services (\$13,600 per month plus H.S.T.)	\$ 184,420
2	Telephone and Communications	10,000
3	Office Expenses	5,000
4	Meeting Costs	4,000
5	Insurance	60,000
6	Turnover Audit	2,000
7	Annual Financial Audit	4,000
8	Investment Plan	800
9	Performance Audit	23,000
10	Reserve Fund Study	7,000
11	Legal Fees	4,000
12	Two-way Radio System Rental	4,500
13	Photo Copier Rental	5,000
14	Software Program For Condominium Operations	5,700
15	Condominium Authority Fees	2,183
16	Email Services	680
TOTAL ADMINISTRATIVE EXPENSES		<u>\$ 322,283</u>

**NOTES:**

**1 Management Services**

The management fees paid to the professional Property Manager include, among others, the following services:

I) Financial:

- a) Preparing the annual operating budget for approval by the Board of Directors.
- b) Accounting for the common expense monies, including the collection and disbursement of same.
- c) Advising the Board of Directors monthly of any accounts receivable and initiating appropriate legal action to collect overdue accounts if requested to do so by the Board of Directors.
- d) Preparing and submitting monthly financial statements, and providing comparisons of actual revenues and expenditures to those set out in the budget.

II) Administration:

- a) Maintaining a register of unit owners, based upon information received.
- b) Enforcing the terms and conditions of the Declaration, the by-laws, and the rules, and making recommendations for the modifications thereto.
- c) Preparing building/facility inspection reports and following up said reports to ensure that outstanding matters have been rectified and attended to.
- d) Participating at monthly Board of Directors' meetings and as may be further reasonably required.
- e) Assisting the Board of Directors in hiring personnel and supervising all corporation staff.
- f) Causing to be repaired common elements when required.
- g) Establishing a preventive maintenance program for the common elements and preparing a workload schedule for on-site personnel.
- h) Furnishing all unit owners with a procedure to follow and people to call in case of an emergency.
- i) Conducting management functions.

**2 Telephone and Communications**

This account provides for the necessary phone lines required in the operation of this condominium. An allowance has also been made for fax, computer, internet and e-mail use.

**3 Office Expenses**

An allocation for the purchase of supplies as required to operate the management office for this condominium.

**4 Meeting Costs**

To cover costs incurred by the corporation to hold board and owners' meetings.

**5 Insurance**

The coverage obtained does not cover the contents in (nor improvements to) any unit, nor any improvements made to exclusive use common elements, nor does the insurance cover the liability of any unit owner for any occurrences within his or her unit. This cost represents a one year premium for all risk insurance for the full replacement value of the units and common elements, and includes comprehensive general liability insurance, and boilers and machinery insurance, as well as directors' errors and omissions insurance.

**EDENBRIDGE ON THE KINGSWAY**  
**NOTES TO SCHEDULE "F" -continued**  
**ADMINISTRATIVE EXPENSES**

---

**6 Turnover Audit**

This figure represents the cost of having audited financial statements of the condominium corporation, as of the last day of the month in which the turnover meeting is scheduled to be held, prepared by the Condominium's auditor (on behalf of the owners), and which financial statements are obliged to be delivered by the declarant to the board within 60 days after the turnover meeting, in accordance with section 43(7) of the Act.

**7 Annual Financial Audit**

This figure represents the cost of having the Condominium's auditor prepare a set of annual audited financial statements of the condominium corporation (including a balance sheet, a statement of general operations, a statement of changes in financial position, a statement of reserve fund operations, and such other additional statements and information as may be required or prescribed by the Act), and presenting them before the annual general meeting of the owners, together with the cost of having the Condominium's auditor make a formal report on such financial statements to the condominium corporation (on behalf of the owners), in accordance with sections 66 - 71 of the Act.

**8 Investment Plan**

An allowance for the preparation of an investment plan in accordance with section 115 sub-section 8 of the Act.

**9 Performance Audit**

This figure represents the projected cost to engage or retain an independent and qualified consultant [who holds a certificate of authorization within the meaning of the Professional Engineers Act, or alternatively a certificate of practice within the meaning of the Architects Act] to conduct a performance audit of the common elements, for and on behalf of the Condominium, in accordance with the provisions of section 44 of the Act, and to correspondingly inspect (and report on) the condition or state of repair of all major components of the building(s) comprising part of the Condominium [including without limitation, the foundation, the parking garage, the wall construction, air and vapour barriers, windows, doors, elevators, roofing, mechanical and electrical systems, fire protection systems and all other components that are prescribed by the regulations to the Act from time to time, and specifically the Condominium's elevating devices, telecommunication systems, sprinkler systems and outside parking areas, if any, that service or comprise part of the Condominium, as expressly provided by section 12 of O.Reg. 48/01 to the Act], and which performance audit shall be conducted no earlier than 6 months and no later than 10 months following the registration of the Condominium.

**10 Reserve Fund Study**

This figure represents the projected cost to engage or retain an independent and qualified consultant (being a member of one of the prescribed classes of persons authorized to conduct a reserve fund study, in accordance with section 32 of O.Reg. 48/01 to the Act) to conduct the reserve fund study for and on behalf of the Condominium within the first year following registration, pursuant to section 94(4) of the Act. This reserve fund study will confirm, amongst other things, the requisite reserve fund for this Condominium, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy.

It is presently intended that the condominium corporation will retain an independent and qualified consultant to conduct the requisite reserve fund study forthwith following the registration of the Condominium, with the expectation that said study will be completed and available for review on or about the date of the Condominium's turnover meeting, convened in accordance with the provisions of section 43 of the Act. The consultant that is qualified to undertake the reserve fund study, may likewise be qualified to undertake the performance audit described below, and the Act does not in any way preclude the same consulting firm being retained to undertake both matters for and on behalf of the Condominium. In light of the foregoing, the figures set out in this budget representing the respective costs of the reserve fund study and the performance audit are predicated on the presumption that for the purposes of economies of scale, the firm or consultant that is retained to undertake the reserve fund study for and on behalf of the Condominium, will also thereafter be retained by the Condominium to undertake the requisite performance audit mandated by section 44 of the Act, and described below. This economy in overall costs to the Condominium (and its corresponding beneficial impact on the first year budget) stems from the fact that the same firm or consultant retained to undertake the initial reserve study and the subsequent performance audit will have already attained, in the course of undertaking the study, a thorough knowledge and familiarity with the Condominium's building components, etc., and would generally be charging a lower overall fee for both matters because of the opportunity to undertake both assignments for and on behalf of the Condominium. In the event that the condominium corporation ultimately retains a different consultant to undertake the reserve fund study or the performance audit, at a cost or charge higher than that proposed in this budget, then in the absence of some unforeseen matter, event or circumstance arising which justifies the higher figure, the declarant will disclaim any liability or responsibility for the discrepancy in cost.

**EDENBRIDGE ON THE KINGSWAY**  
**NOTES TO SCHEDULE "F" -continued**  
**ADMINISTRATIVE EXPENSES**

---

**11 Legal Fees**

An allocation for the corporation to engage a legal consultant.

**12 Two-way Radio System Rental**

Represents associated first year rental costs.

**13 Photo Copier Rental**

Represents associated first year rental costs.

**14 Software Program For Condominium Operations**

An annual allowance for a web based program for condominium operations.

**15 Condominium Authority Fees**

Represents fees charged by (and payable to) the condominium authority pursuant to the provisions of the Protecting Condominium Owners Act, 2015.

**16 Email Services**

Represents an annual allowance for email services for community/site operations.

**Inflation**

Assumed inflation factor of 5%.

EDENBRIDGE ON THE KINGSWAY  
SCHEDULE "G"  
BULK INTERNET SERVICE

1	<b>** Bulk Internet Service</b> [ ** at a rate of \$44.30 per dwelling unit per month plus H.S.T., assuming the first occupancy occurs in 2023. If the projected occupancy date is delayed, a 3% per annum increase will be applied.]	\$ 109,331
---	--	------------

**NOTES:**

1	<b>Bulk Internet Service</b> An allowance for bulk internet service. Further and more specific details can be found in the disclosure statement and declaration.
---	---

**Inflation Factor**  
Assumed inflation factor of 5%.

**EDENBRIDGE ON THE KINGSWAY**  
**SCHEDULE "H-1"**  
**TWO-WAY SHARED FACILITIES BUDGET SUMMARY:**

**OPERATING EXPENSES**

Service Contracts	Schedule "H-2"	\$ 37,500
Repairs and Maintenance	Schedule "H-3"	71,230
Utilities	Schedule "H-4"	16,500
Total Operating Expenses		<u>125,230</u>
Contribution to Reserve Fund		<u>30,000</u>

<b>TOTAL TWO-WAY SHARED FACILITIES BUDGET:</b>	<b><u>\$ 155,230</u></b>
--	--------------------------

Those costs and expenses which are to be shared by this Condominium and the Retail Owner are set forth in the Two-Way Shared Facilities Budget outlined above and more particularly described on the following pages, and the costs and expenses set forth therein shall be apportioned between each of the contributing parties predicated on their respective Proportionate Two-Way Share (as such term is herein defined).

**Responsibility for paying the Two-Way Shared Facilities Costs from and after the registration of this Condominium:**

**% CONTRIBUTION AND \$ CONTRIBUTIONS TO TOTAL FUNDS REQUIRED**

	<b>Proposed gross floor area (in square metres)</b>	<b>Proportionate Two-Way Share</b>	<b>\$</b>
This Condominium	22,734.30	97.07%	150,682
Retail Owner	685.98	2.93%	4,548
	<u>23,420.28</u>	<u>100.00%</u>	<u>155,230</u>

this "Condominium", "Declarant", "Retail Component" and "Retail Owner" and are defined terms and they shall have the same meaning as are ascribed to them in the declaration of this Condominium.

Upon the registration of this Condominium, the Declarant shall be automatically released, relieved and fully discharged from any further obligation or liability to pay any portion of the Two-Way Shared Facilities Costs for and on behalf of this Condominium.

**EDENBRIDGE ON THE KINGSWAY**  
**SCHEDULE "H-2"**  
**SERVICE CONTRACTS**  
**TWO-WAY SHARED FACILITIES BUDGET**

1	Grounds Maintenance Contract	\$	20,000
2	Emergency Generator Contract		4,500
3	Maintenance of Hydro Transformer		3,000
4	Elevator Maintenance		2,000
5	Garage Door Maintenance Contract		6,000
6	Mechanical Maintenance Contract		2,000
TOTAL SERVICE AND MAINTENANCE CONTACTS FOR THE TWO-WAY SHARED FACILITIES			<u>\$ 37,500</u>

**NOTES:**

- 1    **Grounds Maintenance**  
The amount indicated in this budget includes the cost of exterior landscaping and snow removal in relation to the Two-Way Shared Facilities.
  
- 2    **Emergency Generator Contract**  
This account provides for the associated inspections, tests and fuel supply.
  
- 3    **Maintenance of Hydro Transformer**  
Annual cost associated with the maintenance and repair of the hydro transformer.
  
- 4    **Elevator Maintenance**  
Represents the cost of a preventative maintenance contract in relation to the Two-Way Shared Facilities elevator system.
  
- 5    **Garage Door Maintenance Contract**  
A provision for a garage door maintenance contract.
  
- 6    **Mechanical Maintenance Contract**  
An allowance for a mechanical maintenance contract in relation to associated Two-Way Shared Facilities equipment/components.

**Inflation**  
Assumed inflation factor of 5%.

**EDENBRIDGE ON THE KINGSWAY**  
**SCHEDULE "H-3"**  
**REPAIRS AND MAINTENANCE**  
**TWO-WAY SHARED FACILITIES BUDGET**

<b>1</b>	<b><u>Electrical Repairs and Supplies</u></b>	<b>\$ 1,000</b>
<b>2</b>	<b><u>Elevators</u></b>	
	Licenses and Inspections	500
	Non-Contractual Repairs	1,200
		<u>1,700</u>
<b>3</b>	<b><u>Grounds Maintenance -non-contractual</u></b>	
	Snow Melting Supplies	2,000
	Irrigation System Maintenance -seasonal turnover	1,600
		<u>3,600</u>
<b>4</b>	<b><u>General Maintenance, Repairs and Other</u></b>	
	Monthly and Annual testing of the Fire Safety Equipment and associated repairs	2,000
	Cleaning Supplies	500
	Power Sweeping and Washing (once per year)	500
	Catch Basin Cleaning	500
	Fire Hydrant Inspection	300
	Ramp Testing	750
	Pipe Tracing	400
	Garage Door Repairs and Maintenance	1,500
	Garage Maintenance, Repairs and Signage	1,000
	Carbon Monoxide (CO) Testing	750
	General Maintenance and Repairs	3,000
	Exterior Window Cleaning - once per year	30,000
		<u>41,200</u>
<b>5</b>	<b><u>Administrative Expenses</u></b>	
	Management Services (\$500 per month plus H.S.T.)	6,780
	Office Expenses	500
	Meeting Costs	750
	Insurance	10,000
	Annual Financial Audit	1,200
	Consulting Services	3,000
	Legal Fees	1,500
		<u>23,730</u>
<b>6</b>	<b><u>CPU Compliance Costs</u></b> - a provision for same should be provided for in subsequent years	<u>-</u>
	<b>TOTAL REPAIRS AND MAINTENANCE FOR THE Two-Way Shared Facilities</b>	<b><u>\$ 71,230</u></b>



**EDENBRIDGE ON THE KINGSWAY**  
**NOTES TO SCHEDULE "H-3"**  
**REPAIRS AND MAINTENANCE**  
**TWO-WAY SHARED FACILITIES BUDGET**

---

**1 Electrical Repairs and Supplies**

Purchase of electrical supplies and permits, including the repairs and maintenance of electrical components not covered under warranty.

**2 Elevators**

Annual costs associated with the obligation of government inspections and licenses.

**3 Grounds Maintenance -non-contractual**

A provision for associated costs as outlined above in relation to the Two-Way Shared Facilities.

**4 General Maintenance, Repairs and Other**

This account provides for associated garage maintenance items as listed above.

**5 Administrative Expenses**

Management Services

The management fees paid to the professional Property Manager include, among others, the following services:

I) Financial:

- a) Preparing the annual operating budget for approval by the Two-Way Shared Facilities Committee.
- b) Accounting for the common expense monies, including the collection and disbursement of same.
- c) Preparing and submitting monthly financial statements, and providing comparisons of actual revenues and expenditures to those set out in the budget.

II) Administration:

- a) Enforcing the terms and conditions of the Declaration, the by-laws, and the rules, and making recommendations for the modifications thereto.
- b) Preparing facility inspection reports and following up said reports to ensure that outstanding matters have been rectified and attended to.
- c) Participating at monthly Two-Way Shared Facilities Committee meetings and as may be further reasonably required.
- d) Assisting the Two-Way Shared Facilities Committee in hiring personnel and supervising all corporation
- e) Causing to be repaired shared common elements when required.
- f) Establishing a preventive maintenance program for the shared common elements and preparing a workload schedule for on-site personnel.
- g) Furnishing all unit owners with a procedure to follow and people to call in case of an emergency.
- h) Conducting management functions.

Office Expenses

An allocation for the lease of a photocopier and purchase of supplies as required to operate the management office.

Meeting Costs

To cover costs incurred by the Two-Way Shared Facilities to hold committee meetings.

Insurance

This cost represents a one year premium for all risk insurance for the full replacement value of the common elements and machinery in relation to the Two-Way Shared Facilities.

Annual Financial Audit

Represents an allocation to cover the cost of the Two-Way Shared Facilities annual financial audit.

Consulting Services

An allowance for consulting services, if required.

Legal Fees

An allocation for the Two-Way Shared Facilities Committee to engage a legal consultant.

**6 CPU Compliance Costs**

A provision for CPU compliance costs should be provided for in subsequent years for the periodic monitoring, testing and reporting of soil, ground water and air samples (the "CPU Compliance Costs"). Note: the Condominium Corporation has voluntarily agreed to pay 100% of said CPU Compliance Costs (as hereinafter defined) during and throughout the first year after the Condominium's registration (and with all such CPU Compliance Costs incurred or arising after the first year following the Condominium's registration being ultimately shared by and amongst the Condominium and the Retail Owner as hereinafter provided (in accordance with their respective Proportionate Two-Way Shares, as hereinafter defined), and shall correspondingly comprise part of the Two-Way Shared Facilities Costs (as hereinafter defined).

Inflation

Assumed inflation factor of 5%.

**EDENBRIDGE ON THE KINGSWAY**  
**SCHEDULE "H-4"**  
**UTILITIES**  
**Two-Way Shared Facilities BUDGET**

1	Electricity	\$ 10,000
2	Water	6,500
TOTAL UTILITIES FOR THE Two-Way Shared Facilities		<u>\$ 16,500</u>

**NOTES:**

- 1 **Electricity**  
Represents the electricity costs in relation the Two-Way Shared Facilities.
- 2 **Water**  
Represents the water costs in relation the Two-Way Shared Facilities.

**Inflation**  
Assumed inflation factor of 5%.