Province of Ontario

Document General

Form 4 — Land Registration Reform Act

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By-Law No. 1

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Number/Numéro PR3092297

CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ

MAR 10 2017 11:00

PEEL (43) BRAMPTON

Land Registrar/Registrateur

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 14 pages

(3) Property Identifier(s) Block Property: 20008-0001 (LT) to 20008-0931 (LT) (Both inclusive) Additional: See Schedule ☐

(4) Nature of Document: Condominium BY-LAW NO. 1

(5) Consideration: NIL Dollars $

(6) Description:
All Units on all Levels and Common Elements comprising Peel Standard Condominium Plan No. 1008

City of Mississauga
Region of Peel
Peel Land Registry Office (No. 43)

New Property Identifiers — Additional: See Schedule ☐

Executions — Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription ☐ New Easement ☐ Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
SEE SCHEDULE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008	Per: [signature] Name: Judy Lem Title: Secretary I have authority to bind the Corporation	2017	02	27

(11) Address for Service: 20 Queen Street West, Suite 3400, Toronto, ON M5H 3R3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property:
[illegible]0 Eglinton Ave. W
Mississauga, ON

(15) Document Prepared by:
Melissa Jean-Gilles
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

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Fees and Tax	
Registration Fee	
Total	

Document prepared using *The Conveyancer*

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Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 1 attached hereto is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

BY-LAW NO. 1

Be it enacted as a by-law of **PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008** (hereinafter referred to as "the Corporation" or "this Corporation" as follows:

ARTICLE I

DEFINITIONS

The terms used herein and, in particular, the capitalized terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998, S.O. 1998, c.19, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act"), and the declaration of the Corporation.

ARTICLE II

SEAL

The corporate seal of the Corporation shall be in the form impressed hereon.

ARTICLE III

REGISTER

The Corporation shall maintain a record (hereinafter called the "Register") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his entitlement to vote. The owner's address for service shall be the address shown for his unit and the mortgagee's address for service shall be the address shown for him on his mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV

MEETING OF MEMBERS

1. Annual General Meetings: The annual general meeting of the owners shall be held at such place within the City of Mississauga, and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual general meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual general meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. The board shall hold an annual general meeting not more than 3 months after the registration of the declaration and description and subsequently within 6 months of the end of each fiscal year of the Corporation.

2. The First Meeting: The first annual general meeting shall be held not more than 3 months after the registration of the declaration and description. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual general meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be fixed by the owners, or by the board if authorized to do so by the owners, but the remuneration of an auditor appointed by the board shall be fixed by the board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.

3. Interim Meeting of the First Board: The first board as appointed by the declarant shall call and hold a meeting of owners by the later of 30 days after the day on which the declarant has transferred 20% of the units and 90 days after the day on which the declarant transfers the first unit in the Corporation. At such interim meeting, the owners other than the declarant may elect 2 directors to the first board to hold office in addition to the directors appointed by the declarant even if the addition of an elected director results in more directors on the board than the declaration allows. The quorum for such interim meeting shall be constituted when 25% of the units in the Corporation not owned by the declarant are present at the meeting or represented by proxy. Such a meeting is

not required to be called if by the day set for the meeting, the declarant no longer owns a majority of the units and advises the board in writing of that fact.

4. Turnover Meeting: The board, elected or appointed at a time when the declarant owns a majority of the units, shall, not more than 21 days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board, and such meeting shall be held within 21 days after the calling of the meeting (the "turnover meeting"). If the turnover meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At this meeting, the declarant or its agents shall give to the new board elected at that meeting the seal of the Corporation and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to Section 43 of the Act. Furthermore, within 60 days after the turnover meeting, the declarant shall give the board an audited financial statement prepared as at the date of such meeting.

5. Special Meetings: The board may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The board shall, upon receipt of a requisition in writing made by owners who together own at least 15% of the units, are listed in the record maintained by the Corporation under s.47(2) of the Act and are entitled to vote, call and hold a meeting of the owners within 35 days of receiving the requisition or add the business to be transacted to the agenda of the next annual general meeting if the requisitionists request or consent. If such meeting is not called and held, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within 45 days of the day on which the meeting is called, and the Corporation shall, upon request by the requisitionist who called the meeting, reimburse the such requisitionist for the reasonable costs incurred in calling the meeting. If the nature of business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director proposed to be removed, the name of the director, the reasons for removal and whether the director occupies a position on the board that under subsection 51(6) of the Act is reserved for voting by owners of owner-occupied units.

6. Notices: Notice of the time, place, and date of the turnover meeting, and each annual general or special meeting, shall be served on an owner not less than 15 days before the day on which the meeting is to be held, to each owner who has notified the Corporation in writing of the owner's name and address for service and whose name appeared on the record at least 20 days before the date of such meeting, and served on each mortgagee of a unit who under the terms of the mortgage has the right to vote at a meeting of the owners in place of the unit owner and has notified the Corporation in writing of the right and the mortgagee's name and address. Each notice of meeting, as hereinbefore required, shall be in writing and have the content required by subsection 47(9) of the Act and shall be served in accordance with subsections 47(7) and (8) of the Act, as the case may be.

7. Reports and Financial Statements: The corporation shall attach to the notice of the annual general meeting a copy of the financial statements and auditor's report. A copy of the minutes of the meeting of owners and of the board shall, within 10 days of such meeting, be furnished to each mortgagee who has, in writing, requested same.

8. Persons entitled to be present: The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, the auditor of the Corporation, the directors and officers of the Corporation, others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of a majority of those present at the meeting.

9. Quorum: At any meeting of owners other than the interim meeting referred to in paragraph 3 above, a quorum shall be constituted when persons entitled to vote and owning not less than 25% of the units are present in person or represented by proxy at such meeting. If 30 minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned. Notice of the time, day and place of the reconvening of such adjourned meeting shall be given not less than 10 days prior to the reconvening of such meeting. For the interim meeting referred to in paragraph 3 above, the quorum shall be constituted when 25% of the units in the Corporation not owned by the declarant are present at the meeting or represented by proxy.

10. Right to vote: At each meeting of owners, and subject to the restrictions in Section 14 of this Article, every owner of a unit shall be entitled to vote, if he is entitled to receive notice of the meeting and is otherwise entitled to vote at the meeting. A mortgagee entitled to receive notice of a meeting of owners has the right to vote at a meeting in the place of the unit owner or exercise the right, if any, of the unit owner to consent in writing if the mortgagee gives notice to the corporation at least 4

days before the date of the meeting of the mortgagee's intention to exercise the right. If there is more than one mortgagee entitled to vote in respect of one unit, the mortgagee who has priority shall be entitled to vote in respect of the unit, and if that mortgagee fails to exercise the right then the mortgagee who is next in priority may exercise the right. If none of the mortgagees who have the right to vote exercises the right, then the unit owner has the right to vote at a meeting of the owners subject to subsection 51(1) of the Act or to consent in writing. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where 2 or more persons entitled to vote in respect of one unit are evenly divided on how to exercise their vote, the vote in respect of that unit shall not be counted.

11. Method of voting: At any annual general, special or turnover meeting, any question shall be decided by a show of hands or on a recorded vote, which may be requested by a person entitled to attend such meeting as aforesaid either before or promptly after the vote. Unless a recorded vote is so requested, a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a recorded vote once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by recorded vote only.

12. Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may exercise the owner's vote in the same manner and to the same extent as such owner. Should there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 14 of this Article shall apply.

13. Proxies: Every owner or mortgagee entitled to vote at meetings of owners, may, by instrument in writing, appoint a proxy for a particular meeting of owners, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority. An instrument appointing a proxy for the election or removal of a director at a meeting of owners shall state the name of the directors for and against whom the proxy is to vote.

14. Co-owners: If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, they shall vote in agreement with each other, or by majority of those entitled to vote in respect of the unit, failing which the vote for such unit shall not be counted.

15. Votes to govern: At all meetings of owners every question shall, unless otherwise required by the Act, the declaration or the by-laws, be decided by the majority of the votes cast on the question, as set out in Section 10 of this Article.

16. Entitlement to Vote: Except where, under the Act or the by-laws of the Corporation, the unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his unit are in arrears for 30 days or more prior to the meeting. However, any owner not entitled to vote as aforesaid, may vote if the Corporation receives payment of the arrears with respect of the owner's unit before the meeting is held.

ARTICLE V

Corporation

1. Duties of the Corporation: The duties of the Corporation shall include, but shall not be limited to the following:

a) controlling, managing and administering the common elements and the assets of the Corporation;

b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition including, paying the Corporation's proportionate share of any shared facilities and services and without limiting the generality of the foregoing, complying with the rights and easements contained in the Land Titles Parcel Register for the Property;

c) collecting the common expenses assessed against the owners;

d) arranging for the supply of heat, hydro and water services to the common elements and the units, if required, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of such heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reasons of the breach of such duty;

e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by laws;

f) repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and the by laws;

g) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation declaration;

h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;

i) effecting compliance by the owners with the Act, the declaration, the by-laws, and the rules;

j) pursuant to s.76(1) of the Act, providing a status certificate in the prescribed form, and such statements and information as may be prescribed by the Act and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act) for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the declarant with such certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee whatsoever;

k) pursuant to s. 93 of the Act, establishing and maintaining one or more reserve funds for the purpose of major repair and replacement of the common elements and assets of the Corporation, and pursuant to s. 94 of the Act, conducting periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation;

l) pursuant to s. 44 of the Act, retaining a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* to conduct a performance audit of the common elements described in the description on behalf of the Corporation no earlier than six months, and no later than 10 months, following the registration of the declaration and description; and

m) subject to any agreement entered into between the Corporation and the Declarant limiting the Corporation's rights against the Declarant to those rights that are specifically granted to the Corporation under the Act or the Ontario New Home Warranties Plan Act, to ensure that no legal action is taken by the Corporation against the Declarant and/or any other entity or person related to or affiliated with the Declarant for any alleged deficiencies in construction, finishes, materials, workmanship or claims arising in negligence or nuisance in respect of the Units and/or Common Elements of the Condominium, except for any warranty claim against the Declarant for the warranties provided for in the Ontario New Home Warranties Plan Act unless a vote of 51% of all Owners of all Units is obtained in favour of such legal action at a meeting duly called for that purpose.

Any of the foregoing prescribed duties shall be limited in their application by any contrary provision contained in the declaration.

2. Powers of the Corporation: The powers of the Corporation shall include, but shall not be limited to, the following:

a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;

b) adoption and amendment of the rules concerning the operation and use of the property;

c) employing a manager at the compensation to be determined by the board, to perform such duties and services as the board shall authorize;

d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;

e) investing the monies held in the reserve fund or funds by the Corporation, provided that such investment shall be those permitted by the Act;

f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;

g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan to the common expenses, each such borrowing or loan which exceeds an amount equal to one month's common expenses being subject to approval by the unit owners at a meeting duly called for the purpose;

h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;

i) subject to the provisions of the declaration to the contrary, to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the board in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;

j) to lease, or to grant or transfer an easement or license through, over, upon or under any part or parts of the common elements, by way of a special by-law, except those parts of the common elements over which any owner has the exclusive use.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by the board.

2. Number and Quorum: Until amended by by-law, the number of directors shall be 3 of whom 2 shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

3. Qualifications: Each director shall: (a) be at least 18 years of age; (b) not be an undischarged bankrupt; (c) be capable of managing property within the meaning of the Substitute Decisions Act, 1992 (Ontario); (d) own and live in a Unit in the building; and (e) not be a member on the board of directors of any other condominium corporation or a co-operative corporation. If a director (i) becomes bankrupt or a certificate of lien is registered under subsection 85(2) of the Act against his Unit and is not discharged within 90 days pursuant to subsection 85(7) of the Act; (ii) becomes incapable of managing property within the meaning of Substitute Decisions Act, 1992 (Ontario); (iii) leases, sells, transfers or otherwise ceases to occupy his Unit; or (iv) becomes a member on the board of directors of any other condominium corporation, such person shall cease to be a director. Notwithstanding the foregoing, items (d), (e), (iii) and (iv) of this Section shall not apply to the directors appointed to the first board of directors under subsection 42(1) of the Act.

4. Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect directors, 1 director shall be

elected to hold office for a term of 1 year; 1 director shall be elected to hold office for a term of 2 years; and 1 director elected to the position of Director of Owner Occupied Units, as defined in Article VI, Section 15 hereof, shall be elected to hold office for a term of 3 years. Such directors may, however, continue to act until their successors are elected. If more than 1 of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director(s) receiving the greater votes shall complete the longest remaining terms of the resigning directors subject to Article VI Section 15 below. At each annual general meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of 3 years.

5. Removal of Directors: A director may be removed before the expiration of his term by a vote of owners who together own a majority of units, and the owners may elect at any annual general or special meeting any qualified person in the place of any director who has been so removed, or who has died or resigned, for the remainder of his term.

6. Filling of Vacancies: If a vacancy in the membership of the board of directors occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual general meeting, at which time the vacancy shall be filled by election by the owners. However, if a vacancy arises and there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no directors in office, the meeting may be called by any owner.

7. Calling of Meetings of the Board of Directors: Meetings of the board shall be held from time to time at such place and at such time and on such day as the President and Vice-President (who is a director), or any two directors, may determine; and the Secretary shall call meetings when directly authorized by the President and by the Vice-President (who is a director), or by any two directors. In addition to any other provision in the by-laws, a quorum of directors may at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by prepaid mail or by telegraph to each director not less than 10 days before the time when the meeting is to be held and shall state the time and place of the meeting and the general nature of the business to be discussed at the meeting, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting.

8. Regular Meetings: The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

9. Meeting by Teleconference: A meeting of the directors may be held by teleconference or another form of communications system that allows the directors to participate concurrently if all of the directors consent to the means used.

10. First Meeting of New Board: The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners at which the directors of the board were elected, provided a quorum of directors is present.

11. Disclosure by Directors of Interest in Contracts: Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or at the first such meeting that the interested director attends, or if the director becomes interested after the contract or transaction is entered into at the next meeting of directors. Subject to the Act, such director shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum and shall not be present during the discussion at the meeting. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If a director has made a declaration or disclosure of his interest, and has not voted in respect of the

contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of director, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within 5 years before the date of the contract or transaction or the proposed contract or transaction, the director shall disclose the cost of the property to the seller, to the extent which such information is within the director's knowledge or control.

12. Standard of Care: Every director and officer shall exercise the powers and discharge the duties of his office honestly and in good faith, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

13. Protection of Directors and Officers: No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

14. Indemnity of Directors and Officers: Every director or officer of the Corporation and their respective heirs, executors, administrators, estate trustees and other legal representatives and successors, shall at all times be indemnified and saved harmless by the Corporation from and against:

a) all costs, expenses, charges, damages and liabilities which such director or officer suffers, sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done, omitted to do or permitted to be done by him in connection with the execution of the duties of his office (hereinafter collectively referred to as the "Liabilities"); and

b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall, not later than 1 week after the turn-over meeting, use its best efforts to purchase and maintain insurance for the benefit of every director or officer in order to indemnify them against the Liabilities, provided that such insurance shall not indemnify any officer or director against the Liabilities if same were incurred by such officer or director as a result of a contravention of Section 37(1) of the Act.

15. Director of Owner Occupied Units: Provided at least 15% of the units are owner occupied units on or after the time at which the board is required to call the turnover meeting, the owners shall elect one director to a position reserved for a director elected solely by the owners of owner occupied units (the "Director of Owner Occupied Units") as required by section 51(6) of the Act. Only owners of units that are owner occupied shall be entitled to vote for the position of Director of Owner Occupied Units. If a vacancy of the position of Director of Owner Occupied Units arises, then the owners of units that are owner occupied shall elect a director to fill the vacancy for the remainder of the term. Any notice of meeting in relation to the election of directors shall state that one position on the board is reserved for voting by owners of owner occupied units and indicate the persons, if any, which have notified the board in writing as of the day before the notice is sent that they intend to be candidates for the Director of Owner Occupied Units position.

ARTICLE VII

OFFICERS

1. Elected Officers: At the first meeting of the board and after each election of directors, the board shall elect from among its members a President and a Secretary. In default of such election, the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

2. Appointed Officers: From time to time the board may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be known as Secretary-Treasurer.

3. Term of Office: Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.

4. President: The President shall, when present, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

5. Vice-President: During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe from time to time.

6. General Manager: The General Manager, if one be appointed, shall be responsible for the general management and direction of the Corporation's business affairs, subject to the overriding authority of the board and the supervision of the President, and shall have the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration.

7. Secretary: The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in the books kept for that purpose, minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the board.

8. Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, he shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. He shall render to the board at any meeting thereof, or whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

9. Other Officers: The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

10. Agents and Attorneys: The board may have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as the board, in its sole discretion, may think fit.

11. Disclosure by Officers of Interest in Contracts: Every officer of the Corporation who is not a director and has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the first meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or if the officer becomes interested after the contract or transaction is entered into at the next meeting of directors. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If an officer has made a declaration or disclosure of his interest, then such officer, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of officer, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the officer's interest therein. In respect of

any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within 5 years before the date of the contract or transaction or the proposed contract or transaction, the officer shall disclose the cost of the property to the seller, to the extent which such information is within the officer's knowledge or control.

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

1. Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank located in Ontario listed under Schedule I or II to the Bank Act (Canada) or trust company authorized by law to receive money on deposit as the board may designate, appoint or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties hereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. Execution of Documents: Subject to the provisions of the Act, deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the board may, subject to the provisions of the Act, at any time and from time to time direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the Corporation may or shall be signed.

3. Execution of the Status Certificate: Certificates provided pursuant to Section 76(1) of the Act may be signed by any officer or any director of the Corporation, provided that the board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE IX

FINANCIAL

Until otherwise ordered by the board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the board by resolution may determine.

ARTICLE X

NOTICE

1. Method of giving notice: Except as otherwise specifically provided in the Act, the declaration, or the by-laws, any notice, communication or other document, including budgets and notices of assessment required to be given or served shall be sufficiently given, if given in accordance with the following:

a) to an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner for the Corporation's register, or if no such address has been given, then to such owner at his respective unit;

b) to a mortgagee who has notified the Corporation of his interest in any unit, by giving same to him, or to any officer or director of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; and

c) to the Corporation, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as set out in the declaration, or as changed in accordance with the requirements of the Act.

2. If any such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the 3rd business day following the day on which it was mailed.

3. Omissions and Errors: Except as provided in the Act, the accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board Re Common Expenses: The common expenses as provided for in the Act and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule "D" of the declaration. The board shall, from time to time, and at least once annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board shall allocate and assess such common expenses as set out in the budget for such period, among the owners, according to the proportions in which they are required to contribute to same, and such common expenses shall be payable monthly on the first day of each month during the fiscal year.

2. Duties of the Board Re Reserve Fund: In addition to the foregoing, the board shall, subject to the provisions of the declaration which may qualify or limit such obligation, make provision for the reserve fund in the annual budget, for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Moreover, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation in accordance with s. 94 of the Act.

3. Notice of Common Expenses to Owners: The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the register, in accordance with the by-laws of the Corporation.

4. Owner's obligations: Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner, in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of twelve post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates. Alternately, the Corporation may require the owner to establish a pre-authorized debit whereby the Corporation or the property manager shall debit from the owner's account, the monthly common expense contribution. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his family and/or their invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

5. Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget, for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s) on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment, and each owner's proportionate share of the extraordinary assessment shall be payable by each owner within 10 days from the date of receipt of such notice, or within such further period of time and in such installments as the board may otherwise determine.

6. Conveyance of unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him

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subsequent thereto, provided that he first gives notice of such assessment to the transferee of such unit.

7. Default in payment of assessment:

a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of 4% per annum above the prime lending rate charged by the Corporation's bank to its best risk commercial customers, and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.

b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessment levied against him, for a period of 15 days, the board may bring legal action for or on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between a solicitor and his own client.

ARTICLE XII

DEFAULT

1. Notice of Unpaid Common Expenses: The board whenever so requested in writing by an owner or mortgagee entered on the register, shall promptly report to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner and any other moneys claimed by the Corporation against any owner which are 30 days past due.

2. Notice of Default: The board, when giving notice of default in payment of common notice to each registered mortgagee of such unit who has requested that such notices be sent to him.

3. Notice of Lien: Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to s.85(1) of the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against the title of the unit, by personal service of the notice or by sending the notice by registered prepaid post addressed to the encumbrancer at his last known address.

ARTICLE XIV

HOUSE RULES

1. Rules Governing the Use of Units and Common Elements: The board may make rules respecting the use of common elements and units, in order to promote the safety, security and welfare of the owners and of the property and assets of the Corporation, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation. Any rule made by the board shall be effective 30 days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of owners to consider the rules. If such a meeting of owners is required, then the rules shall become effective only upon approval at such meeting. However, any rule or amendment that has substantially the same purpose or effect as a rule previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.

2. Compliance and Amendment of Rules: The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose; and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.

3. Notice of Rule: Upon making, amending or repealing a rule, the board shall give notice of it to the owners which shall include a copy of the rule as made, amended or repealed, a statement of the date that the board proposes that the rule will become effective and a statement that the owners have the right to requisition a meeting under section 46 of the Act, and the date that the rule becomes effective.

ARTICLE XV

MISCELLANEOUS

1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

2. Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, wherever the context so requires.

3. Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

4. Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience or reference only.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, S.O. 1998, Chapter 19, as amended.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: Judy Lem
Name: Judy Lem
Title: Secretary

I have authority to bind the corporation.

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

Do Process Software • (416) 322-6111

By-Law No. 2

D

FOR OFFICE USE ONLY

Number/Numéro PR3092306

CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ

MAR 10 2017 11:08

PEEL (43) BRAMPTON Land Registrar/Registrateur

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property
20008-0001 (LT) to 20008-0931 (LT)
(Both inclusive)
Additional: See Schedule ☐

(4) Nature of Document
Condominium BY-LAW NO. 2

(5) Consideration
NIL
Dollars $

(6) Description
All Units on all Levels and Common Elements comprising Peel Standard Condominium Plan No. 1008

City of Mississauga
Region of Peel
Peel Land Registry Office (No. 43)

New Property Identifiers
Additional: See Schedule ☐

Executions
Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
SEE SCHEDULE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule ☐

(9) This Document relates to Instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008	**Per:** [signature]	2017	02	27
	Name: Judy Lem			
	Title: Secretary			
	I have authority to bind the Corporation			

(11) Address for Service **20 Queen Street West, Suite 3400, Toronto, ON M5H 3R3**

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property

50 Eglinton Ave. W
Mississauga ON

(15) Document Prepared by:

Melissa Jean-Gilles
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using *The Conveyancer*

2

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 2 attached hereto is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation

3

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

BY-LAW NO. 2

Be it enacted as a by-law of **PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008** (hereinafter referred as to the "corporation") as follows:

The Directors of the corporation may from time to time:

(a) borrow money on the credit of the corporation;

(b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the corporation;

(c) delegate to such one or more of the officers and directors of the corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation;

(d) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the corporation;

(e) provided that any borrowing which would result in total borrowing aggregating more than $5,000.00 shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, S.O. 1998, Chapter 19, as amended.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the corporation.

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

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By-Law No. 3

D

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Number/Numéro LR3092312
CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ
MAR 10 2017 11:12
PEEL (43) BRAMPTON
Land Registrar/Registrateur

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 6 pages

(3) Property Identifier(s) Block Property
20008-0001 (LT) to 20008-0931 (LT)
(Both inclusive)
Additional: See Schedule ☐

(4) Nature of Document
Condominium BY-LAW NO. 3

(5) Consideration
NIL Dollars $

(6) Description
All Units on all Levels and Common Elements comprising Peel Standard Condominium Plan No. 1008

City of Mississauga
Region of Peel
Peel Land Registry Office (No. 43)

New Property Identifiers
Additional: See Schedule ☐

Executions
Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
SEE SCHEDULE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008	Per: [signature]	2017	02	27
	Name: Judy Lem			
	Title: Secretary			
	I have authority to bind the Corporation			

(11) Address for Service: 20 Queen Street West, Suite 3400, Toronto, ON M5H 3R3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property
60 Eglinton Ave. W
Mississauga ON

(15) Document Prepared by:
Melissa Jean-Gilles
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using *The Conveyancer*

2

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 3 attached hereto is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation

3

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

BY-LAW NO. 3

Be it enacted as a by-law of **PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008** (hereinafter referred as to the "corporation") as follows:

1. The schedule appended hereto as Schedule "A" shall constitute the standard unit for residential unit(s) for purposes of Section 99(5) of *the Condominium Act, 1998.*

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, S.O. 1998, Chapter 19, as amended.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the corporation.

SCHEDULE "A"

STANDARD UNIT: RESIDENTIAL UNIT

For the purpose of section 99(5) of the *Condominium Act, 1998*, a standard unit for the residential units is defined below:

GENERAL	
Ceilings	9' ceilings, as per plans. Where bulkheads or dropped ceilings are present, the ceiling will be less than 9', as per plans. Smooth paint finish to ceilings in kitchen, bathrooms and laundry / storage room; all other areas have sprayed stippled ceilings.
Walls	Drywall All walls are to be painted with one coat of primer and one coat of latex flat finish off-white paint except bathroom walls and laundry / storage, which are painted with one coat of primer and one coat of latex semi-gloss finish off-white paint.
Interior Doors	Flat hollow core wood interior doors with 2-1/4" MDF casings complete with brushed chrome lever and hardware.
Baseboard Trim	3-7/8" MDF contemporary baseboards in all areas except bathrooms and laundry / storage room, which have a tile baseboard. All baseboards are to be painted with one coat of primer and one coat of latex semi-gloss off white paint.
Staircases	Level 1 residential **Townhouse** units have oak staircases with oak railings stained to match laminate floor colour.
Closets	Pre-finished white wire shelving in all closets. Framed sliding closet doors in foyer and framed mirrored sliding closet doors in bedrooms, where applicable.
KITCHEN	
Cabinets	Synthetic wood veneer doors with textured finish and matching edges. Matching kitchen island, where applicable.
Backsplash	Porcelain tile, where applicable.
Sink	Square shaped single bowl stainless steel undermount sink with single lever kitchen faucet.
Countertop	Quartz countertops.
BATHROOM	
Cabinets	Synthetic wood veneer doors with textured finish and matching edges. Framed vanity mirror and light sconce.
Toilets	4.8 litre two piece round front regular height low consumption toilet.
Master Bedroom Tub	60" acrylic soaker tub with integral apron complete with ceramic tile surround to underside of ceiling, where applicable.
Secondary Bathroom Tub	60" acrylic soaker tub with integral apron complete with ceramic tile surround to underside of ceiling, where applicable.

Master Bedroom Shower	Shower enclosure separate from tub complete with framed clear tempered glass door, porcelain tiled walls, and pre-formed acrylic shower base, where applicable.
Secondary Bathroom Shower	Shower enclosure separate from tub complete with framed clear tempered glass door, porcelain tiled walls, and pre-formed acrylic shower base, where applicable.
Levers / Faucets	Tub: levers and faucet, polished chrome finish. Shower: levers, faucet and showerhead, polished chrome finish.
Master Bedroom and Secondary Bathroom Sink	Vanity cabinet with integrated sink and single lever faucet, polished chrome finish.
Countertops	Vanity countertop with integrated sink.
ELECTRICAL AND OTHER	
Electrical Outlets (interior and exterior)	Number conforms to Ontario Building Code.
Switches/ Receptacle Covers	White decora-style switches and receptacle covers, where applicable.
Breaker Panel	100 amp electrical service with circuit breakers and panel.
Telephone Outlets and Wiring	2 to 4 CAT 5 telephone and/or internet outlets. All outlets to be complete with finish jacks.
Cable & Data Outlets and Wiring	2 to 4 RG6 television and/or internet outlets. All outlets to be complete with finish jacks.
Smoke Detector / Carbon monoxide detector	All suites are sprinklered. One interconnected combination smoke alarm /carbon monoxide detector to suites at the ground floor and 19th floor. All other units to receive smoke alarms only.
Bathroom Exhaust Fans	Vented to the exterior, as per plans.
PLUMBING	
Laundry	Laundry rooms vented to the exterior, with wall mounted water control safety slide.

NOTE:

1. The Standard Unit for the residential units shall include the boundaries as defined in Schedule "C" of the Declaration and as set out in this Schedule. Anything not defined as part of the standard residential unit shall be deemed to be an improvement made to the unit and therefore not form part of the standard residential unit.

2. Any of the aforementioned materials, models or brands may be replaced with materials, models or brands that are of similar or better quality and finish, should the original materials, models or brands not be available for any reason. Unless specified otherwise, all materials, models or brands will be as per as-built/record specifications.

3. Should a dispute/disagreement arise over the quality and/or finish of any item listed above, the final and unfettered determination of same shall be reserved to the board of directors or the insurance trustee if one has been appointed.

4. The Standard Unit **shall not include any flooring material of any sort** (i.e. without limiting the generality of the foregoing, carpet, wood floor and/or tiles, and any underlying and adhesive of any sort).

5. Reference to "plans" is a reference to as-built/record specifications and the architectural plans contained in the Description registered in the Land Registry Office and/or the plans, as amended, if applicable, which were filed with the local municipality or region and approved by such local municipality or region for the construction of the condominium building(s).

6. The standard unit for each other type of unit in the Condominium shall be deemed to consist of: NIL.

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

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By-Law No. 4

D

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Number/Numéro PR3092323

CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ

MAR 10 2017 11:17

PEEL (43) BRAMPTON Land Registrar/Registrateur

New Property Identifiers — Additional: See Schedule ☐

Executions — Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 51 pages

(3) Property Identifier(s) Block Property: 20008-0001 (LT) to 20008-0931 (LT) (Both inclusive) — Additional: See Schedule ☐

(4) Nature of Document: Condominium BY-LAW NO. 4

(5) Consideration: NIL — Dollars $

(6) Description:
All Units on all Levels and Common Elements comprising Peel Standard Condominium Plan No. 1008

City of Mississauga
Region of Peel
Peel Land Registry Office (No. 43)

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
SEE SCHEDULE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008	Per: [signature]	2017 02 27
	Name: Judy Lem	
	Title: Secretary	
	I have authority to bind the Corporation	

(11) Address for Service: 20 Queen Street West, Suite 3400, Toronto, ON M5H 3R3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property:
60 Eglinton Ave. W
Mississauga ON

(15) Document Prepared by:
Melissa Jean-Gilles
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using *The Conveyancer*

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Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 4 attached hereto is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

BY-LAW NO. 4

Be it enacted as a By-law of **PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008** (hereinafter referred as to the "Corporation") as follows:

1. that the Corporation enter into a Shared Facilities Agreement, a copy of which is attached hereto, with the Declarant, Daniels HR Corporation and 6965083 Canada Inc.; and

2. that all terms, provisions and conditions of such Shared Facilities Agreement, including, without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

SHARED FACILITIES AGREEMENT made this ___ day of March, 2017.

AMONG:

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

(hereinafter referred to as "**THE CORPORATION**")

OF THE FIRST PART

- A N D -

DANIELS HR CORPORATION AND 6965083 CANADA INC. (as owners of the Building B Component)

(hereinafter collectively referred to as the "**BUILDING B OWNER**")

OF THE SECOND PART

- A N D -

DANIELS HR CORPORATION (as owner of the Remainder Component)

(hereinafter referred to as the "**REMAINDER OWNER**")

OF THE THIRD PART

WHEREAS:

(A) This Agreement shall replace the agreement registered on title as Instrument No. PR2506182, which previous agreement is, as of the date hereof, of no further force or effect;

(B) The Corporation was created by the registration of a declaration and a description (the "**Declaration and Description**") for the Building A Component under the provisions of the Act as Instrument No.: PR3079800;

(C) The Building B Owner has constructed the Building B Component upon the Building B Component Lands, and intends to register it as a condominium plan;

(D) The Remainder Owner is constructing and developing the Remainder Lands which are intended to be comprised of (i) a residential condominium component; (ii) a freehold commercial/office component; and (iii) a freehold commercial parking component;

(E) The parties wish to have the benefits and obligations provided in this Agreement appurtenant to the lands and premises described in Schedules "A", "B", and "C", and to provide for the operation thereof; and

(F) The parties hereto wish to enter into an agreement regarding, inter alia, the operation of the Development and to set forth certain other agreements of the parties hereto with respect to the Development and the sharing of mutual costs.

NOW, THEREFORE, in consideration of the terms and conditions herein contained the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

(a) "**Act**" shall mean the *Condominium Act, 1998*, S.O. 1998, c. 19 as amended or replaced from time to time.

(b) "**Assumption Agreement**" shall mean, in respect of the transfer of the ownership of any Component or part thereof (excluding Units) an agreement in the form attached

hereto as Schedule "I-1", in respect of a lease of any Component for 21 years or more (excluding Units) an agreement in the form attached hereto as Schedule "I-2", and in respect of the creation of a security interest in a Component or part thereof, (excluding Units) an agreement in the form attached hereto as Schedule "I-3".

(c) **"Building A Component"** means the component comprised of the Building A Component Lands.

(d) **"Building A Component Lands"** means all of the lands and premises described in Schedule "A" to this Agreement.

(e) **"Building B Component"** means the component comprised of the Building B Component Lands.

(f) **"Building B Component Lands"** means all of the lands and premises described in Schedule "B" to this Agreement.

(g) **"Changing Party"** has the meaning given in Section 7.2

(h) **"Charge"** means a charge, mortgage or other encumbrance created by a party to this Agreement and secured by that party's interest in a Component.

(i) **"Chargee"** means a person possessing a Charge.

(j) **"Component"** shall mean any of the Building A Component, Building B Component and the Remainder Component provided, however, that for the lands which form the subject of a declaration and description pursuant to the Act, the Component shall mean the totality of the lands governed by such declaration and description notwithstanding the separate ownership of Units, and shall include any new Component created from time to time in accordance with the provisions of this Agreement. **"Components"** shall mean, collectively, the Building A Component, Building B Component and the Remainder Component, and any new Component created from time to time in accordance with the provisions of this Agreement.

(k) **"Defaulting Party"** has the meaning ascribed in Section 13.4.

(l) **"Development"** means collectively the Building A Component, Building B Component and the Remainder Component, and any new Component created from time to time in accordance with the provisions of this Agreement.

(m) **"Development Lands"** shall mean all of the Building A Component Lands, the Building B Component Lands and the Remainder Component Lands;

(n) **"Easements"** shall mean any of the easements over all or any part of the Development Lands for the benefit of all or any part of the other lands forming the Development Lands whether created by specific grant of easement or by virtue of the provisions of Article 2 of this Agreement.

(o) **"Lien"**has the meaning ascribed in Section 13.4.

(p) **"Non-Defaulting Party"** has the meaning ascribed in Section 13.4.

(q) **"Owner of a Component"** shall mean the registered owner from time to time of a Component, and, following the registration of a declaration and description on any part of the Development Lands from time to time, the condominium corporation created thereby with respect to that part of the Development Lands.

(r) **"Owners of the Components"** shall mean the registered owners from time to time of the Components and, following the registration of a declaration and description on any part of the Development Lands from time to time, the condominium corporation created thereby with respect to that part of the Development Lands.

(s) **"Prohibited Alterations"** means any alteration, addition or improvement to a Component which diminishes in any material way the benefits afforded to the owner of

another Component pursuant to an Easement or which unreasonably interrupts the use of an Easement by such other party or which detrimentally interferes with any mutual or common building system.

(t) "**Proportionate Share**" means with respect to each of the Components the share of the costs of the Shared Facilities as set out in Schedule "G".

(u) "**Remainder Component**" means the Component comprised of the Remainder Component Lands;

(v) "**Remainder Component Lands**" means the lands and premises described in Schedule "C" to this Agreement;

(w) "**Shared Facilities**" means all facilities and services/servicing systems in the Development which have been constructed and/or installed to serve more than one Component of the Development as set out in Schedule "G".

(x) "**Shared Facilities Committee**" has the meaning given to it in Section 3.12.

(y) "**Support Repairs**" has the meaning given to it in Section 6.1.

(z) "**Terms, Regulations and Rules**" means those matters set out in Schedule "F" to this Agreement.

(aa) "**Unit Owners**" shall mean all future owners, from time to time, of Units.

(bb) "**Unit(s)**" shall mean a registered condominium unit or units as it or they may exist from time to time in regard to any condominium created upon all or any part of the Development Lands.

(cc) "**Unpaid Amount**" has the meaning asxribed in Section 13.4.

1.2 Other Words

All other words shall have the meanings ascribed to them in the Act.

1.3 Schedules

(a)	Schedule "A" -	Legal Description – Building A Component Lands
(b)	Schedule "B" -	Legal Description – Building B Component Lands
(c)	Schedule "C" -	Legal Description – Remainder Component Lands
(d)	Schedule "D" -	Intentionally Deleted
(e)	Schedule "E" -	Intentionally Deleted
(f)	Schedule "F" -	Terms, Regulations and Rules Applicable to the Easements
(g)	Schedule "G" -	Allocation of the Cost of Shared Facilities Maintenance, Repair and Operations
(h)	Schedule "H" -	Special Provisions
(i)	Schedule "I-1"-	Form of Assumption Agreement - Transfer
(j)	Schedule "I-2"-	Form of Assumption Agreement - Lease
(k)	Schedule "I-3" -	Form of Assumption Agreement - Security Interest

These Schedules are incorporated into and form a part of this Agreement in the same way as if they were in the body of this Agreement.

ARTICLE 2 - EASEMENTS, RIGHTS OF WAY, RESERVATIONS

2.1 General Easements for Repair, Maintenance and Access

The Development Lands have the benefit of and/or are subject to the specific Easements as are or may be set out in their respective descriptions for the purposes therein set out. This Agreement is intended to supplement the provisions of such Easements by clarifying the respective rights of the various parties entitled thereto and allocating responsibilities for various obligations thereunder. Accordingly, and to the extent necessary, this Agreement shall act as an amendment to the terms of such Easements. Notwithstanding that the parties have attempted to set out all of the Easements presently anticipated, it is understood and agreed that the parties shall create all such Easements as are reasonably required to allow the Components to function as designed and to permit their ongoing maintenance and repair.

2.2 General Easements of Support

Notwithstanding the specific Easements for support already existing, and subject to the conditions herein provided, each Owner of a Component grants to the other, such other Easements of support over its respective Component (or portions thereof), in and to all existing structural members, footings and foundations for the purpose of supporting the structures of such grantee.

2.3 General Easement of Emergency Access

Notwithstanding any specific Easements for emergency fire route access already existing, and subject to the conditions herein provided, each Owner of a Component grants to the other, such other Easements over its respective Component (or portions thereof), for the purpose of allowing emergency fire route access over the corridors and stairs designated from time to time by the granting Owner of a Component in compliance with applicable fire regulations.

2.4 General Easement for Utility Providers

Notwithstanding any specific Easements in favour of utility providers already existing, and subject to the conditions herein provided, each Owner of a Component shall grant such other Easements over its respective Component (or portions thereof) to a utility provider, if necessary.

2.5 General Easements for Services

Notwithstanding the specific Easements for all utility, mechanical and other services or systems serving any of the Components already existing, and subject to the conditions herein provided, each Owner of a Component grants to the other, such other Easements over all utilities, mechanical equipment and other services or systems which may exist in its Component (or portions thereof), for the purpose of maintaining, operating, repairing, replacing and inspecting or gaining any required access to any utility, mechanical and other services or systems which provides services to the other Component.

2.6 Term of Easements

All of the Easements are granted in perpetuity, or for such lesser period as is specifically set out herein or in any specific grant of an Easement or for such lesser period as the Owners of the Components may agree in connection with any redevelopment or rebuilding of the Development.

2.7 Specific Grants of Easements

It is acknowledged and agreed that the Owners of the Components may each obtain from the other further specific grants of easement for any of the general Easements provided for hereunder if such general Easements have been separately shown as parts on a deposited reference plan of survey and the parties agree to execute such further specific grants of easement as may be necessary to do so. Subject to the terms of this Agreement, such supplementary specific grants of easement will be provided not more than 60 days following a request by any party entitled to the benefit of such easement provided that such request is accompanied by a draft transfer of easement and draft reference plan of survey delineating the proposed easement.

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2.8 Air Flow

The Owners of the Components mutually acknowledge and agree that there has been integration of the air circulation systems within certain portions of the Development. Accordingly, the Owners of all Components have easements for the free flow of air through all mutual air circulation systems as designed. As a result, the Owners of the Components agree not to build any additional structure or installation, nor to do any other act or thing which will result in interference with, or obstruction of, the free flow of air as required to permit the effective operation of such mutual air circulation systems as designed.

2.9 Chargee's Consent

Any party required to grant a further Easement under the provisions of this Article 2 shall use its reasonable efforts to obtain any necessary postponements from any Chargee of its Component, and any Chargee by virtue of entering into an Assumption Agreement agrees not to unreasonably withhold its consent to the creation of such Easements and to the postponing of its Charge thereto.

ARTICLE 3 - OPERATION

3.1 Compliance with Law

Each Owner of a Component in performing its obligations and exercising its rights under this Agreement covenants and agrees to comply with all laws, rules, orders, ordinances, regulations and requirements of any government, or municipality, or any agency thereof having jurisdiction over the Development Lands.

3.2 Compliance with Agreement

Each Owner of a Component herein covenants and agrees to comply with all of the provisions herein contained and will not authorize or condone any breach thereof by any resident, tenant, visitor, guest, servant or agent.

3.3 Regulation of Easements

The enjoyment, use and operation at any time of the Easements shall be subject to the Terms, Regulations and Rules applicable to such Easements.

3.4 Use of Easements

In exercising the Easements, each Owner of a Component shall act in a prudent and reasonable manner so as to minimize the interference occasioned to the other Owners of the Components by the use of such Easements.

3.5 Obligations to Restore

In the event that damage or inconvenience is caused to the lands of the grantor of an Easement as the result of the exercise of the grantee's right to such Easement, the grantor may repair such damage at the cost of the grantee who caused the damage and such repair shall include any redecoration necessary to restore the damaged lands to their previous condition. The grantee shall repay the grantor for such costs within 30 days of receipt of an invoice therefor. This provision shall also apply to damage done by a party to another party's portion of the lands while conducting repair of damage. This provision shall also apply to damage done by a party while conducting repair of damage to another party's portion of the lands.

3.6 Maintenance, Repair and Replacement of Shared Facilities

The parties hereto acknowledge their understanding that certain work in connection with the maintenance, repair and replacement of various portions of the Development and various Shared Facilities will benefit the other parties hereto. The Owners of the Components shall operate, maintain, repair and replace their Components (including, but not limited to, Support Repairs and all repairs necessary to ensure the continuity of the Easements) as follows:

(a) except as hereinafter expressly set out, each Owner of a Component shall be responsible for the ongoing repair, maintenance and operation of its Component, even though other parties to this Agreement may possess Easements over a portion of such Component, subject, however, to the obligation of the other parties to contribute towards such costs in accordance with this Agreement; and

(b) each Owner of a Component shall promptly perform the operations, maintenance, repair or replacement of all of those Shared Facilities which are their respective responsibilities, and promptly pay all of the costs of performing such work and exercise their best efforts to ensure no liens are registered during the course of any work performed pursuant to this subsection and to remove any construction liens which may be registered against any of the Development Lands in accordance with the provisions of Subsection 3.10 hereof.

3.7 Performance of Work and Maintenance Standards

(a) All work required to be performed pursuant to this Agreement shall be performed in a manner equivalent to standards from time to time maintained in other similar buildings in the City of Mississauga provided that where any service, utility, system or equipment serves two or more of the Components, the same shall be continuously repaired, operated and maintained. All work performed shall be performed in such a way as to cause minimal disturbance to tenants and other occupants of the Components.

(b) Each Owner of a Component shall operate, maintain, pay utilities, repair and replace such Component in the aforesaid manner including without limitation, keeping such Component clean and tidy, providing all necessary services and utilities, promptly removing all garbage and refuse and providing all necessary security.

3.8 Cost Sharing of Repair, Maintenance and Operation

(a) Schedule "G" of this Agreement sets forth an allocation of responsibility respecting certain of the Shared Facilities including the party bearing the responsibility for maintenance operation, repair, payment of utilities and replacement of each of the Shared Facilities as well as the Proportionate Share of the costs of the Shared Facilities for each of the Components. Daniels HR Corporation will prepare the initial budget for the Shared Facilities and present the same at the first meeting of the Shared Facilities Committee. Thereafter, the party performing the ongoing maintenance and repair of each of the Shared Facilities shall prepare for each calendar year a proposed budget for any of the costs which it will be incurring and which are to be shared in accordance with Schedule "G" and such budget shall show the budgeted share of such costs to be borne by each of the contributing parties. Such budget shall be circulated to each of the contributing parties by not later than September 30th of the year preceding the budgeted year.

(b) The performing party shall provide the contributing parties with such documentation in support of the budgeted amounts, and expenses incurred, as may be reasonably requested. The contributing parties shall pay their share of the Schedule "G" costs in accordance with such budget in equal payments due on the last day of each month. Notwithstanding the foregoing, if at any time the amount required to be expended for any expense relating to the Shared Facilities exceeds the funds contributed, then each of the contributing parties shall forthwith contribute its respective Proportionate Share of such shortfall amount. In addition, the Shared Facilities Committee may increase the monthly payments at any time to avoid future shortfalls.

(c) If the contributing parties mutually agree, the payments required pursuant to Subsection 3.8(b) may be made into a separate bank account established by the Shared Facilities Committee for this purpose.

(d) Any contributing party who disagrees with any budgeted share may refer the matter to arbitration as otherwise provided for hereunder, pending the resolution of which the contributing party shall pay in accordance with the budget, subject to reconciliation if necessary after the arbitration has been completed.

(e) The Shared Facilities Committee shall maintain all documentation in support of the budgeted amounts and expenses incurred. Within 60 days of the end of any calendar year the party who prepared a budget shall prepare a reconciliation of the budget for such year with the actual expenditure for the budgeted matters and forward a copy of such reconciliation to the contributing parties. The contributing parties shall be credited with the amount of any overpayment against future payments or shall forthwith pay the amount of any underpayment to the party performing the work in respect of such overpayment.

3.9 Authorized Users

The Easements are granted to the grantees thereof, their successors and assigns and its or their servants, agents, workmen, invited guests, residents and tenants and others authorized by it or them for the purposes herein referred to.

3.10 Construction and Other Liens

Each Owner of a Component shall, at its cost, remove any construction lien or other encumbrance or charge arising from a dispute regarding a contract entered into by or on behalf of such owner and registered against its Component and which also affects any other Component, within 30 days of written request from the other party whose Component is so affected.

3.11 Emergency

In the event of an emergency situation where the life or safety of the public is endangered or another Component or Easement area or areas over which another Component has a right of entry or use and/or the related improvements are in imminent danger of collapse or damage then the other such Owner of a Component shall give notice of such emergency or danger to the Owner of the Component where such emergency condition exists, such notice is to be delivered as soon as is possible and shall be entitled to enter the said Component and to perform such emergency work as is necessary to deal with the emergency situation, at the cost of the defaulting Owner of a Component.

3.12 Shared Facilities Committee

(a) The Owners of the Components shall form a committee (the "**Shared Facilities Committee**") to monitor the management of the Shared Facilities and to make such recommendations as may be necessary with respect to such management.

(b) The Shared Facilities Committee shall be comprised of 1 representative of each Owner of a Component from time to time (each such representative hereinafter referred to as a "**Representative**"). An Owner of a Component may change its Representative from time to time. At such time as a new Component is created in accordance with the provisions of this Agreement from time to time, then the Owner of the Component newly created shall be entitled to appoint a Representative to the Shared Facilities Committee.

(c) The Shared Facilities Committee will hold regular meetings at such times as may be mutually agreed upon by all of the Owners of the Components. Representatives are entitled to invite advisors and/or consultants to attend a meeting, provided that:

(i) such Representative shall provide notice in writing, which notice shall include of the name(s) of such invitees, to the other Representatives (in accordance with the notice provisions set out in Section 17.1 of this Agreement) at least 5 Business Days in advance of the date of the meeting;

(ii) each other Representative may then elect to invite its own advisors and/or consultants provided that notice as aforesaid is circulated to the other Representatives at least 2 Business Days in advance of the date of the meeting; and

(iii) Notwithstanding the presence of any invitees at a meeting of the Shared Facilities Committee, only a Representative (or a single person designated by the Representative at the beginning of such meeting) shall be entitled to cast a vote on behalf of the Owner of the Component on matters raised at that meeting.

(d) Greater than 50% of the Representatives must be present in person or by proxy to constitute a quorum at any meeting of the Shared Facilities Committee.

(e) Unless otherwise provided herein, all decisions of the Shared Facilities Committee shall be decided by unanimous vote of the Representatives of the Components affected by such decision.

(f) Each Representative shall participate in meetings of the Shared Facilities Committee only with respect to issues relating to those Shared Facilities that are shared between such Representative's Component and the other Components.

(g) At any meeting of the Shared Facilities Committee, any Representative may identify a matter not included in Schedule "G" attached hereto and/or identify a concern with the manner in which a Shared Facility has been addressed in Schedule "G". Any amendments required to be made as a result of such concern shall be made in accordance with Section 12.3 herein.

(h) If more than 50% of the Representatives agree, the Shared Facilities Committee shall be entitled to engage an arm's length third party manager to assist it in the performance of its obligation to monitor the management of the Shared Facilities. The cost of any such manager shall be shared equally among all of the Components. The scope of authority of such manager shall not include items which would require the approval of the Owners of the Components.

3.13 Efficiency

The Owners of the Components shall use their reasonable best efforts to work together to manage the Components in an efficient manner so as to reduce the costs of operation. In that regard, the Owners of the Components shall consider the appointment of the same property management company, if applicable, and shall, when possible, appoint the same contractors for similar work.

ARTICLE 4 - TAXES

4.1 Separate Assessments

Each Owner of a Component will do all acts and things necessary and desirable so that the Components will be assessed separately on the assessment rolls of the taxing authority and taxed separately based upon such assessments.

4.2 Combined Assessment

If at any time any of the Components are not assessed as separate Components, then the Owners of the Components so affected shall use their best efforts to agree on a division of the realty tax liability imposed, and shall share the payment of such taxes in the manner agreed upon. If such Owners of a Component are unable to reach an agreement within 30 days from the receipt of the notice of combined assessment, then any of them may seek a decision by arbitration in accordance with Article 10.

4.3 Failure to Pay Taxes

If an Owner of a Component fails to pay any tax or other charge which is due in regard to its interest in that Component, and if such unpaid tax or charge is a lien or encumbrance upon the Component of another Owner of a Component, or if any lawful authority would thereafter have the right to sell or otherwise foreclose such other Component by reason of such non-payment, then the other Owner of a Component hereto may, after 10 days written notice to the defaulting Owner of a Component, pay such tax or charge, together with any interest and penalties thereon, and the defaulting Owner of a Component shall upon demand, reimburse the party making such payment for the amount of such payment and for all costs and expenses incurred, together with interest thereon as provided in Section 14.1.

4.4 Cooperation

Each Owner of a Component shall cooperate with the other Owners of the Components in minimizing their respective realty tax burdens provided, however, that the cooperating Owner of a Component shall not be required to expend funds or take on obligations or actively make representations to public officials and further provided that such cooperating Owner of a Component shall not be required to take any action which would result in an increase in the realty tax burden which it would otherwise bear.

ARTICLE 5 – INSURANCE

5.1 Property Insurance

(a) Each Owner of a Component shall keep in effect at all times, with respect to its Component the following policies of insurance and coverages:

(i) All Risks of Physical Loss or Damage, subject to standard industry exclusions, to such Component's improvements, contents, fixtures, stock in trade and any other contents, equipment or other personal property belonging to such Component. Such coverage shall include but not be limited to flood, earthquake, collapse and sewer back up and any other coverages or extensions that a prudent owner of such Component in the City of Mississauga would carry from time to time. Such coverage may be subject to standard industry exclusions. Such coverage shall be on a replacement cost basis without deduction for depreciation (with the exception of stock in trade wherein actual cash value is an acceptable basis of settlement) and include, but not be limited to, the value of: such Component's improvements, contents, fixtures, stock in trade and any other contents, equipment or other personal property belonging to such Component and as would be carried by such Component in the City of Mississauga from time to time.

(ii) Business Interruption (and/or contingent business interruption as may be required), in such amounts as would reimburse each Owner of a Component for direct or indirect loss of earnings and/or any additional cost of operations (also referred to as extra expense) attributable to loss or damage to such Component or the Development and as may be commonly insured against by a prudent owner of such component of a similar use, occupancy and operations. Such coverage shall have a minimum indemnity period of 12 months.

(iii) Boiler & Machinery (also referred to as Mechanical Breakdown policy) for direct and indirect damage coverages shall be maintained on a repair and replacement basis without deduction for depreciation (where allowable) with values corresponding to the policies outlined in Subsections 5.1(a)(i) and 5.1(a)(ii) on a comprehensive form subject to policy exclusions including, but not limited to, additional extensions for blanket bylaws, expediting expenses, extra expenses, water damage, hazardous substances, professional fees and off-site power interruption.

(iv) Any other coverages that a prudent owner of such a Component in the City of Mississauga would carry from time to time.

5.2 Liability Insurance

All Owners of the Components shall maintain separate policies of liability insurance with respect to their individual ownerships of such Components, their operations, use and occupancy of such Components and their obligations under the terms of this Agreement; with coverages, terms and conditions as follows:

(a) Commercial General Liability in an amount of not less than $5,000,000 per occurrence and in the aggregate or higher limits as a prudent owner of such Component in the City of Mississauga may carry from time to time. Such coverage shall include at minimum but not be limited to: Products and Completed Operations, Premises Liability, Property Damage, including loss of use thereof, Bodily Injury, Contingent Employers Liability, Employees as Additional Insureds, Employee Benefit Liability, Employers

Liability, Cross Liability and Severability of Interest clause, Blanket Contractual Liability, Owners – Contractors Protective Liability, Standard Garage Automobile Liability (with respect to any Component providing valet services or parking garage operations and/or providing access to Development Lands or on lands providing access to the Development Lands or occurring on any street, sidewalk or passageway adjacent or contiguous with or to the Development Lands), Non-Owned Automobile Liability and Personal and Advertising Injury Liability, host liquor liability (where applicable to operations) and an appropriate format of pollution liability (where applicable to gas bar operations and/or operations involving use or storage of hazardous substances).

5.3 Insured Parties and General Provisions

(a) The policies of insurance specified in Subsection 5.1(a) and Section 5.2 to be obtained shall name:

(i) each Owner of a Component as 'additional insured' with respect each Component's respective Commercial General Liability policies, but only with respect to liability arising out of the partial or sole negligence of such Component's operations;

(ii) any registered encumbrancer if requested by the Owner of a Component which is encumbered, only as 'additional insured' and then only with respect to each Component's commercial general liability policies, but only with respect to liability arising out of the partial or sole negligence of such Component's operations;

(iii) any lessee of a portion of a non-residential Component if requested by the Owner of a Component of the leased portion, as its interest may appear, as loss payee with respect to property policies (if applicable) and as 'additional insured' with respect to commercial general liability policies, but only with respect to liability arising out of the partial or sole negligence of such Component's operations;

(iv) any mortgagee in possession of any part of the Development Lands, as its interest may appear, as loss payee (if applicable) with respect to each Component's property policies and as 'additional insured' with respect to each Component's commercial general liability policies, but only with respect to liability arising out of the sole or partial negligence or such Component's operations; and

(v) any leasehold mortgagee in possession of any part of a non-residential Component demised to a lessee who is named as a party insured, but only as loss payee 'as their interest may appear' with respect to each Component's property policies and/or 'additional insured' but only with respect to each Component's commercial general liability policies, but only with respect to liability arising out of the sole or partial negligence or such Component's operations.

(b) All policies of insurance shall provide 30 days prior written notice of cancellation, except where general or statutory conditions apply, and any party receiving such notice shall immediately notify all other Owners of a Component of this Agreement.

(c) Each Owner of a Component shall be entitled, not more than once annually, to request from the other Owners of the Components a certificate of insurance evidencing compliance with this Article 5, and each Owner of a Component shall deliver such certificate of insurance to the requesting party within 15 business days of such request.

(d) All policies of insurance shall provide 30 days prior written notice of cancellation and any party receiving such notice shall immediately notify all other Owners of a Component of this Agreement.

5.4 Failure to Pay Premiums or Maintain Insurance

If a party fails to maintain insurance or to pay its premiums or its portion of any premium, for a policy required by this Article 5 when due, and which such party is obligated to pay pursuant to

this Article 5 or otherwise, then such other party or parties to this Agreement insured by such policy may, after 10 days written notice to the defaulting party, pay such insurance premium or portion of the insurance premium or obtain such insurance at the expense of the defaulting party. The defaulting party shall upon demand, reimburse the party or parties obtaining such insurance or making such payment for the amount thereof and for all costs and expenses incurred in connection therewith.

5.5 Application of Insurance Proceeds

Any monies payable as a result of damage to the Development Lands or any part thereof shall first be utilized to satisfy the obligations of the parties under Article 6 and thereafter distributed as their interest may appear in accordance with the apportionment determined by the Insurer. In the event it can reasonably be demonstrated that the apportionment is in error, the parties may agree upon a different apportionment, failing which the apportionment shall be determined by arbitration in accordance with Article 10. In the event that the monies are insufficient to complete any required work, the parties shall fund any deficiencies within 30 days of receipt of the monies paid. The amount to be funded by each party shall be subject to mutual agreement of the affected parties failing which the apportionment shall be determined by arbitration in accordance with Article 10.

5.6 All insurance placed by Owners of the Components to satisfy their obligations to insure pursuant to this Agreement shall only be with insurers with a financial rating of A- or better and licensed to do business in the Province of Ontario.

ARTICLE 6 - DAMAGE TO THE COMPONENTS

6.1 Support Repairs

Each Owner of a Component shall, from time to time, make all Support Repairs as may be required, and shall make all repairs necessary to ensure the continuity of the Easements. For the purpose of this Agreement the term **"Support Repairs"** means all repairs necessary to any of the structures to provide adequate support for other Structures, and to permit the occupants of the other Structures the full use of utilities, systems and components serving the other Structures, together with full and safe access to the other Structures and the benefit of all easements hereinbefore granted over the Structures undergoing Support Repairs.

6.2 Obligation to Perform

In the event of any damage or destruction to a Component, the affected Owner of a Component shall repair such damage forthwith in a good and workmanlike manner and if the damage or destruction has been caused by an insured peril, all insurance proceeds shall be applied accordingly.

6.3 Safety

In any event areas damaged and not otherwise rebuilt or repaired in accordance with the foregoing provisions, shall be cleared and restored to a reasonable state acceptable to the continuing occupants of the Development from the standpoint of public health and safety, and in compliance with all municipal requirements and applicable codes, and in a manner which ensures the continuation of the Easements, and that responds to the foregoing obligation to undertake Support Repairs.

6.4 Notice

For the purpose of this Article 6, notice to Unit Owners will be validly given if given to the condominium corporation or, if the condominium corporation has been terminated, if placed for a period of 3 days in the Toronto Star or the Toronto editions of the Globe and Mail or such other major Toronto newspaper with a similar customer circulation. Any party performing repairs in accordance with this Article 6, or having knowledge of any third party performing repairs, shall notify the other Owners of the Components in writing of such work.

6.5 Completing Repairs

(a) A party advising of its intention under this Article 6 to carry out repairs and a party otherwise obligated under this Article 6 to carry out repairs or Support Repairs, will commence such repairs or Support Repairs at the earliest date that is reasonable in all of the circumstances and will proceed to completion thereof expeditiously and with reasonable diligence.

(b) If under this Agreement or pursuant to the Act a party is required to make repairs and does not in fact repair (the "Non-Repairing Party"), then the remaining party (the "Repairing Party") may effect such repairs of the Structures of the Non-Repairing Party as the Repairing Party deems necessary for the continued use, operation and enjoyment of the Structures owned or governed by the Repairing Party.

(c) All actions, decisions and construction undertaken pursuant to this Article 6 shall be undertaken expeditiously.

(d) Any costs of a Repairing Party for actions taken hereunder shall be recoverable from the Non-Repairing Party pursuant to Section 14.1 of this Agreement.

6.6 New Easements

A party obligated to carry out Support Repairs and the owner or owners of the Component(s) undergoing Support Repairs, will grant such new Easements over those Component(s) to the owner or owners of the Component(s) benefiting from the Support Repairs, as will enable the latter owner or owners to enjoy all of the benefits of the Easements. Such new Easements will be subject to the provisions of this Agreement and will have the same force and effect as if granted under Article 2.

6.7 Section 127(1)(d) of Act

For purposes of Section 127(1)(d) of the Act, the obligations created by Subsection 6.2 shall be deemed to be encumbrances against all of the Units.

6.8 Original Building Plans

All repairs and Support Repairs shall be effected and performed substantially in accordance with the municipally approved as-built plans, specifications, drawings and designs used in the original construction of the Components, or if the original plans are no longer functional or cannot be legally utilized, the repairs shall be effected utilizing such plans, specifications, drawings and designs as may be agreed to by the affected parties. Where two or more Components are damaged, all repairs and Support Repairs shall be carried out simultaneously and in a coordinated manner, whenever reasonably possible.

ARTICLE 7 - ALTERATIONS

7.1 Right to make Alterations

Subject to the provisions of Sections 7.2 and 7.3, each Owner of a Component may, at any time, at such party's sole cost and expense, make alterations, additions or improvements to its Component, including without restriction, demolition, reconstruction and Support Repairs, and in connection therewith may relocate any Easement within its Component that has been granted to the other party pursuant to this Agreement (collectively, the "**Alterations**"), provided, however, that such Alterations shall not be performed without the written consent (as provided in Sections 7.2 and 7.3) of such other party if they constitute Prohibited Alterations.

7.2 Plans and Specifications

If at any time the Owner of a Component proposes to make any Alterations to its Component which constitute Prohibited Alterations then, before commencing such Alterations, such party (the "**Changing Party**") shall give to the other Owners of the Components the copy of the plans and specifications showing the proposed Alterations. If the other Owners of the Components, within 30 days after delivery of said plans and specifications, do not give to the Changing Party a written notice specifying the respect or respects in which the proposed

Alterations constitute Prohibited Alterations then the other party shall conclusively be deemed to have agreed that such Alterations are not Prohibited Alterations provided such Alterations are the Alterations actually made are, in all material respects, as shown on the plans and specifications furnished by the Changing Party. If a party gives a written notice as aforesaid, the Changing Party shall not commence any Alteration until the parties have agreed to a resolution of the disagreement, or until the disagreement has been resolved by arbitration in accordance with Article 10. Any reasonable costs incurred by any Owner of a Component for the review by it of all proposed alterations of another Owner of a Component shall be borne by the Owner of a Component proposing the alteration. Such costs shall be limited to those of third parties professional consultants and advisors.

7.3 Undertaking Alterations

The Changing Party shall make Alterations in compliance with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction over the Development Lands. Each party shall, to the extent reasonably practicable, make Alterations in such a manner as to reasonably minimize noise, vibration and other interference with the use or enjoyment of the other Components by their occupants and during time periods which will not cause inconvenience or nuisance to the other Components and their occupants. In that regard, the Changing Party shall consult with the other Owners of a Component to arrange for an agreeable time period. Prior to making any Alterations, the Changing Party shall be required to obtain insurance appropriate to the situation.

ARTICLE 8 - EXPROPRIATION AND EASEMENTS

8.1 Ownership of Expropriated Portion

The Owners of the Components agree to cooperate with each other in respect of any expropriation of all or any part of the Development Lands, so that each may receive the maximum award in the case of any expropriation to which they are respectively entitled at law. If and to the extent that any portion or portions of the Development Lands are expropriated and to the extent that such portion so expropriated (whether or not the same represents the whole portion so expropriated) is not affected by the Easements, then the full proceeds accruing therefrom or awarded as a result thereof shall enure to the benefit of, belong to and be paid to the party who is the owner thereof and the remaining party will abandon or assign to the party so entitled to receive such award any rights which such other party may have or acquire by operation of law to such proceeds or award and will execute such documents as in the opinion of the party entitled to such proceeds or award are or may be necessary to give to this effect to this intention. The parties agree that if a portion of the Development Lands is expropriated and the Easements which attach to that portion of the Development Lands expropriated are not, the Easements shall continue to bind the portion of the Development Lands expropriated. Further, the parties agree that if any part of the Development Lands that are expropriated are subject to an Easement, the party who owns the Development Lands being expropriated shall provide, at its sole cost and expense, an alternate Easement as similar as reasonably possible to the Easement being expropriated including, without limitation, with respect to the scope, size and location of the Easement being replaced.

8.2 Allocation

If and to the extent that any portion or portions of the Development Lands are expropriated and to the extent that such portion so expropriated is affected by any of the Easements, then the proceeds accruing therefrom or awarded as a result thereof relating to the portion affected by said Easements shall be allocated amongst the Owners of the Components, as agreed upon by them. The parties shall be entitled to have such allocation determined by arbitration in accordance with Article 10. The arbitrator shall determine the sum of money which should be allocated to that part of the Development Lands owned by each Owner of a Component and in so doing shall consider and have regard to the following factors:

(a) the ownership of each affected part of the Development Lands;

(b) the nature and frequency of use over such part of the Development Lands by each party under the Easements or under any other easements to which each party may be entitled to by laws and the feasibility of alternate easements; and

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(c) the relation that any such portion of the Development Lands may bear to the overall appearance or design of the Development.

8.3 Easements to Governmental Authorities

If any party has to give an easement to a governmental authority over the portion of the Development Lands which it owns as a result of an action or application initiated by the party granting such easement, it shall be entitled to do so provided it does not materially affect another party's use and enjoyment of any Easement or right which it enjoys over the lands to be affected by the new easement.

ARTICLE 9 - FORCE MAJEURE

9.1 Force Majeure

Whenever and to the extent any party is prevented, hindered or delayed in the fulfilment of any obligation hereunder or the doing of any work or the making of any repairs or replacements by reason of force majeure, that party's obligation shall be postponed and such party shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist. The term "force majeure" means any war or other catastrophe, acts of God, act of the Queen's enemies, riot or insurrection, strike, lockout or labour disturbance, inability to obtain material, goods, equipment, services or utilities required, provided the relevant party's inability to obtain materials, goods, equipment, services or utilities required is not due to that party's lack of finances, or any law, by-law, regulation or order of a public authority or inability to obtain any permission or authority required thereby.

ARTICLE 10 - ARBITRATION

10.1 Notice to Arbitrate

Any Owner of a Component may commence arbitration proceedings by giving notice of arbitration to the other party or parties interested in the matter in dispute, in regard to any matter stipulated in this Agreement to be subject to arbitration, or in regard to any disagreement as to the application or interpretation of this Agreement. Such notice shall specify the subject matter of the arbitration and shall give the name, address and telephone number of the person which such party appoints as arbitrator. Within 15 days of the giving of such notice, if they have been unable to agree with the notifying party upon a single arbitrator, the party or parties receiving such notice shall advise the other party, in writing, of the name, address and telephone number of the person whom each of them appoints as arbitrator. Any arbitrators so nominated shall have expertise in the general subject matter of the issue being arbitrated.

10.2 Failure to Appoint

If a party does not name an arbitrator within 10 days of the date during which that arbitrator should have been named, the arbitrator named in the notice to arbitrate will determine the matter or matters in dispute.

10.3 Appointment of Additional Arbitrators

If the number of arbitrators appointed by the parties is either two or four then those arbitrators shall forthwith and within 10 days after the appointment of the last of them as arbitrator, and before exchanging views as to the question at issue, appoint in writing an additional arbitrator and give written notice of such appointment to each of the parties. In the event that the two arbitrators shall fail to appoint or agree upon the additional arbitrator within the said ten day period, the said parties shall select the additional arbitrator within a further period of 10 days. If the parties do not agree upon an additional arbitrator within the said 10 days, then the additional arbitrator shall be chosen upon application by any of the parties to the Superior Court of Justice for the Province of Ontario pursuant to the *Arbitration Act 1991*, S.O. 1991, c.17.

10.4 Arbitration Proceedings

The arbitrator or arbitrators chosen in accordance with Sections 10.1, 10.2 and 10.3 shall be sworn faithfully and fairly to determine the question at issue. The arbitrator or arbitrators shall afford to each party a hearing and the right to submit evidence with the privilege of cross-examination, on the question at issue, and shall, with all possible speed, make a determination in writing and shall given written notice to such parties of such determination. The determination of a single arbitrator or the concurring determination of majority of the arbitrators shall be final and binding upon both parties and there shall be no appeal therefrom. Judgment upon the determination rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitrators shall be determined and allocated amongst the parties by the arbitrators. If a party shall fail to pay fees or expenses of the arbitrators as so determined, then the other party may pay the same and the defaulting party shall, upon demand, reimburse the party who has made such payment.

ARTICLE 11 - FUTURE COMPONENTS AND DEVELOPMENT OF THE PROJECT

11.1 Division of Components and Future Components

(a) Any Owner of a Component shall be entitled at any time and from time to time, to divide its Component, thereby creating one or more additional Components, in accordance with the provisions of this Article 11.

(b) Without limiting the generality of the foregoing, the parties hereto acknowledge and agree that, as of the date of execution of this Agreement, there is intended to be further development on the Development Lands and, accordingly, additional Components are contemplated. Specifically, it is intended that the Remainder Component will be subdivided into components including, but not limited to, a residential condominium component, a commercial/retail component and a commercial parking component.

(c) It is acknowledged that upon the creation of each new Component from time to time, it may be necessary to create additional easements necessary for the construction, use, enjoyment and maintenance of such new Component. The affected parties will determine within a reasonable period of time prior to the creation of each new Component the additional Easements, if any, which are required.

(d) If an Owner of a Component (the "**Dividing Component**") so creates any additional Component(s), it shall allocate among the owner(s) of the resulting additional Component(s) (including the Dividing Component if it continues to be an Owner of a Component) the Proportionate Shares under this Agreement previously borne by the Dividing Component, and such allocation shall be set out in an Assumption Agreement executed by the owner(s) of such new Component(s), including the Dividing Component if it continues to be an Owner of a Component. It is the intent of this Agreement that such allocations shall equal at least 100% of the Proportionate Share previously borne by the Dividing Component such that the Proportionate Share of the other Owners of the Components shall not increase.

(e) The owner of each such new Component shall become an Owner of a Component and shall be required to perform all of the obligations required to be performed under this Agreement and any insurance trust agreement in respect of such new Component.

(f) If the parties are unable to agree upon the matters referred to in this Section 11.1, then any party may refer the matter to Arbitration in accordance with Article 10.

11.2 Development of the Development Lands

It is the intention of the parties to facilitate development of the Development Lands and of any Component, and accordingly the parties shall consider any reasonable requests made by a Chargee which may require an amendment to this Agreement, provided:

(a) any such amendment does not (1) materially adversely affect the rights of the parties under this Agreement; or (2) deprive any party of the use and enjoyment of the Shared Facilities as provided in the Easements or in this Agreement; (3) deprive any party of the use and enjoyment of its Component; or (4) reduce the obligations and

covenants of the parties under this Agreement; or (5) deprive any party of the benefit of the Easements to which it is otherwise entitled in accordance with this Agreement; and

(b) an assumption agreement substantially in the form attached as Schedule "I-3" in respect of this Agreement as amended in accordance with (i) immediately preceding, is executed and delivered by the Chargee requesting such amendments concurrently with such amendments.

11.3 Parties to Execute Agreements

All parties will, without unreasonable delay and, except as otherwise provided herein, at no cost to any other party, execute any further agreements or amendments to this Agreement or give such further assurances as may be required to further evidence or register notice of any amendments made to this Agreement as a result of this Article 11. Any such agreement, amendment or further assurance shall be prepared at the expense of the party requesting its execution and such requesting party shall be responsible to pay the reasonable out-of-pocket costs incurred by the other parties hereto with respect to their review and execution of the foregoing.

ARTICLE 12 - AMENDMENTS

12.1 Amendments to this Agreement

(a) Any two or more Owners of the Components shall be entitled to agree in writing to any adjustment with respect to their respective responsibilities for contributing to the payment of Shared Facilities costs, or to adjust between such them the boundaries of their respective Components or the Easements in favour of each of such owners provided, however, that any such adjustment shall not in any way reduce the individual or collective obligations of the Owners of the Components so agreeing vis-a-vis other Components, or release the Owners of the Components so agreeing from the performance of their individual or collective obligations to the other Owners of the Components.

(b) If any of the situations described in Subsection 12.1(a) above occurs, then an amendment to this Agreement shall be executed. The Owners of the Components affected by any adjustment or adjustments contemplated by Subsection 12.1(a) shall, acting in good faith, negotiate, execute and deliver the amending agreement required to amend this Agreement to accommodate the adjustment or adjustments effected in accordance with Subsection 12.1(a), and such amending agreement will be registered on title to all of the Development Lands.

(c) If any of the Owners of the Components wish to amend this Agreement with respect to any provision contained therein that relates to their respective Components and the amendments do not affect the other Owner(s) or other Component(s) in any manner whatsoever, such Owners of the Components may amend this Agreement as aforesaid without the consent of the other Owners of the Components.

(d) If any change is required to be made to this Agreement, as agreed upon by the Owners of the Components or as determined as a result of a matter arbitrated in accordance with the provisions of this Agreement, then this Agreement shall be amended to reflect that change and such amending agreement shall be registered on title to all of the Development Lands.

(e) The costs relating to the preparation, negotiation and registration of any amendment to this Agreement in accordance with this Section 12.1 shall be shared equally between the Owners of the Components to which the amendments relate.

12.2 Disputes Regarding Shared Facilities

(a) Any Owner of a Component (the **"Requesting Party"**) who is required to perform any work or services with respect to any Shared Facilities or who is obligated to contribute to the payment of Shared Facilities costs, and who wishes to clarify and/or amend the allocation of responsibility for performance or payment as set out in Schedule "G", shall first give written notice to all of the other Owners of the Components affected by the item or matter sought to be clarified and/or amended, and if such other parties and

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the Requesting Party cannot agree on the amendment requested by the Requesting Party within 60 days of the giving of such notice, then the Requesting Party may apply to have the request for amendment determined by Arbitration.

(b) Notwithstanding any dispute, until any request made pursuant to Subsection 12.2(a) above is finally determined by agreement among the parties or by Arbitration, the Requesting Party shall continue to perform all work and services required to be performed by it and pay all amounts required to be paid by it as previously performed as being in accordance with this Agreement.

(c) Following a decision by Arbitration, the appropriate payments and reimbursements among the parties hereto shall be made to recognize and give effect to the decision of the Arbitrator seized of the matter. Any amounts so payable shall be paid within 30 days of the date that notice of the decision of the Arbitrator is received by all parties.

12.3 Parties to Execute Agreements

All parties hereto and their respective successors and assigns will, without unreasonable delay and, except as otherwise provided herein, at no cost to any other party, execute any further agreements or amendments to this Agreement or grant such further assurances as may be required to further evidence or register notice of any amendments made to this Agreement, whether by reason of agreement among the parties, or a decision of an Arbitrator. Any such agreement, amendment or further assurance shall be prepared by the party requesting its execution, at such party's expense and such requesting party shall be responsible to pay the reasonable out-of-pocket costs incurred by the other parties hereto with respect to their review and execution of the foregoing.

ARTICLE 13 - EVENTS OF DEFAULT AND SELF HELP

13.1 Event of Default

An "Event of Default" shall exist if:

(a) any Owner of a Component fails to pay an amount which it is required to pay pursuant to this Agreement within 15 days of the date that the amount is due; or

(b) any Owner of a Component remains in default for 30 days after notice thereof from another party with respect to a provision of this Agreement other than with respect to the payment of money, unless they have commenced to remedy the default and are diligently pursuing the remedying of the default to its completion;

and the party alleged to be in default is not arbitrating the existence of or liability for the alleged default.

13.2 Self Help

(a) If any Owner of a Component (the "Non-Performing Party") fails to perform any of its obligations under this Agreement and an Event of Default exists with respect to such failure, then in addition to any other right or privilege specifically provided for in this Agreement, and without waiving or derogating from any right otherwise provided in this Agreement, any other Owner of a Component (the "Requesting Party") may give the Non-Performing Party notice outlining the nature of the default and requesting that the Non-Performing Party perform its obligations.

(b) If, without reasonable cause, the Non-Performing Party (i) does not, within 72 hours of receipt of such notice, or such longer period as is reasonable in the circumstances, commence; or (ii) thereafter does not take all reasonable steps necessary to cure the default set out in such notice, then the Requesting Party may take all reasonable steps necessary to cure the default outlined in such notice, including, without limitation, the payment of any cost or expense required to be paid by the Non-Performing Party, the performance of work, the hiring of contractors, entry onto the Structures of the Non-Performing Party, the exercise of any right of access of such Non-Performing Party.

(c) The Non-Performing Party will pay directly to the Requesting Party any cost or expense actually paid or incurred by the Requesting Party in performing the obligations of the Non-Performing Party pursuant to this Agreement in accordance with this Section, together with interest from the date such payment is made by the Requesting Party until reimbursement is made to the Requesting Party, calculated in accordance with Section 14.1 hereof. However, any amount expended or incurred by the Requesting Party that can clearly be demonstrated to be substantially in excess of the reasonable costs or expenses which would properly have been paid to cure the default by a party acting in good faith and reasonably is not recoverable from the Non-Performing Party.

(d) Any Requesting Party exercising a right of entry onto the Component of a Non-Performing Party upon so doing shall be deemed to have agreed to indemnify the Non-Performing Party against any damage or losses resulting from such entry, to use its best efforts to minimize disruption and inconvenience to the Non-Performing Party and to repair any damage or remedy any unnecessary inconvenience.

(e) Notwithstanding paragraphs (a) and (b) immediately preceding, if any party, acting in good faith, is of the opinion that an emergency exists requiring the immediate attention of another party, and the nature of the emergency does not permit the providing of notice as contemplated by paragraph (a) immediately preceding, the party which or who, as the case may be, is of the view that the emergency requires immediate attention may take such steps that are reasonable in the circumstances to deal with the emergency, subject to the other provisions of this Section.

13.3 Exercising Rights of a Condominium

If a Non-Performing Party is a condominium corporation, and if a Requesting Party has elected to cure the default set out in the notice to the Non-Performing Party, then the Requesting Party shall be entitled, to the extent necessary, to exercise all of the rights of access over and through the Units to which the condominium corporation is entitled under the Act and which are reasonably necessary to permit the cure of the default.

13.4 Charging Provisions

(a) If any Owner of a Component (the "**Defaulting Party**") fails to pay any amount (the "**Unpaid Amount**") of money required to be paid pursuant to this Agreement and an Event of Default exists with respect to such failure then, in addition any other rights, powers or remedies available to the other Owners of the Components (the "**Non-Defaulting Party(ies)**") at common law, by statute, or in equity, any Non-Defaulting Party shall be entitled to:

(i) charge and levy interest against the Defaulting Party in respect of the Unpaid Amount and on all costs and expenses incurred by the Non-Defaulting Party(ies) in collecting (or attempting to collect) same, including all legal expenses incurred by the Non-Defaulting Party(ies) on a solicitor-client basis, at the rate described in Section 14.1, with interest on the Unpaid Amount commencing to accrue from and after the date which the Unpaid Amount is due and payable and with interest of all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Non-Defaulting Party(ies) incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and

(ii) maintain and enforce a lien (the "**Lien**") against the Defaulting Party's lands, as security for the payment of the Unpaid Amount and all costs and expenses incurred by the Non-Defaulting Party(ies) in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Non-Defaulting Party(ies) in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate 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, and in

the event that the Land Registrar requires the Non-Defaulting Party(ies), as a prerequisite to the registration and/or enforcement of the Lien, to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Non-Defaulting Party(ies) shall be entitled to forthwith apply to such court for same and the Defaulting Party shall for all purposes be deemed to have consented to any such application by the Non-Defaulting Party(ies), and concurrently, the Defaulting 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-Defaulting Party(ies) or the maintenance and enforcement of the Lien by the Non-Defaulting Party(ies).

ARTICLE 14 - INTEREST AND COSTS

14.1 Interest and Costs

In each instance when a party shall be obligated to pay any sum of money to another party hereunder interest shall accrue thereon and be payable hereunder at 5% above the prime lending rate charged from time to time by the Royal Bank of Canada at Toronto to its most creditworthy customers from the date such sum first became due, calculated and compounded monthly, not in advance. If any legal action, demand or proceeding is brought, instituted or taken by a party, or if a party shall cure a default of another party, the party in default shall pay to the other party all expenses incurred therefor, including a solicitor's fee (on a solicitor and his own client basis), unless a court shall otherwise award.

ARTICLE 15 - TRANSFER, ASSIGNMENT AND ASSUMPTION

15.1 Assignment of Rights to Lessees, Mortgagees

Any Owner of a Component may, without the necessity of conveying title to such party's Component or lands, assign or otherwise transfer to (a) any lessee for a term equal to or greater than 21 years of its Component; or (b) any Chargee of its Component, as appurtenant to their leasehold or estate or mortgagee's interest, all or any of the rights, benefits, privileges, easements and rights of entry contained in this Agreement or otherwise applicable to the lands and premises described in Schedules "A", "B" and "C" and any such lessee may in turn assign or otherwise transfer all or any of such rights, privileges, easements and rights of entry to a Chargee covering the leasehold estate of such lessee, and any such lessee or Chargee may exercise any such right, benefit, privilege, easement and right of entry so assigned or otherwise transferred to it to the same extent as if in each instance this Agreement specifically granted such right, benefit, privilege, easement or right of entry to such lessee or mortgagee provided, however, that such lessee, Chargee or Chargee of a lessee agrees with the other parties to this Agreement to be bound by and to perform the obligations hereunder applicable to the lands affected by their lease or mortgage by execution of an Assumption Agreement in the form provided for in Schedule "I-2" or "I-3" as may be applicable, provided that an Assumption Agreement shall not be required with respect to any lease or mortgage of a Unit. Notwithstanding the foregoing, no party hereto (or any other person having any rights hereunder) shall be bound to recognize any such assignment or other transfer, or the exercise or accrual of any rights pursuant to such assignment or other transfer, until such party has provided the required executed form of Assumption Agreement.

15.2 Assumption by Condominium Corporation

(a) Immediately upon registration of a Declaration and Description in respect of any Component, the declarant thereof shall obtain from the condominium corporation created thereby an Assumption Agreement in the form provided for in Schedule "I-1" to be bound by the terms of this Agreement as they relate to such condominium lands and, upon the delivery of such an Assumption Agreement, the declarant shall be released to the extent of the obligations so assumed.

(b) The parties hereto agree that any judgment which may be obtained against any condominium corporation which may be registered in respect of such condominium shall be a judgment against the Unit owners thereunder in the percentages referred to in the Declaration and Description registered against those lands.

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15.3 Sale of a Component and Limitation of Liability

Nothing in this Agreement shall prevent or be deemed to prevent the sale, transfer, mortgaging, pledging, encumbering or other disposition (the "Disposition") of the whole or any part of a Component provided that the party making such disposition shall obtain from the party receiving such Disposition a written Assumption Agreement in the form provided for in Schedule "I-1" with respect to the lands contained in such Disposition and upon execution of such Assumption Agreement the party giving the Disposition shall be released from its obligations under this Agreement in relation to the lands contained in such Disposition and Assumption Agreement.

ARTICLE 16 - TERMINATION

16.1 Termination

This Agreement cannot be terminated other than by the written consent of the Owners of the Components. Except as may otherwise be agreed upon, and subject to the provisions of Sections 6.6 and 7.1, if this Agreement is terminated, the Easements hereby granted shall remain in full force and effect, regardless of whether the Development is in a form similar to that which existed on the date this Agreement came into effect.

16.2 Debts Survive

Notwithstanding the termination of this Agreement, if at the time of such termination any party shall be obligated to pay any sum of money pursuant to the provisions hereof, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereon, shall be paid, together with any interest and costs with respect to such monies payable pursuant to Section 14.1 or any other provision of this Agreement.

16.3 Termination of Condominium

Notwithstanding the termination pursuant to the Act of a condominium created on any Component, the Unit Owners covenant and agree that they will continue after such termination to be bound by the provisions of this Agreement, mutatis mutandis, and will execute such further assurances as may be required to give effect to this Section 16.3 subject to the provisions of this Agreement. In the event that a condominium corporation gives notice of its intent to terminate the condominium because of substantial damage, and it does not do so within 120 days, such party will not be entitled to terminate.

ARTICLE 17 - MISCELLANEOUS

17.1 Notice

(a) Any notice required to be sent pursuant to the provisions of this Agreement shall be sent by prepaid registered mail or may be delivered to the parties in person or by electronic or facsimile transmission at the following address:

THE CORPORATION
c/o Property Management
2560 Eglinton Avenue West
Mississauga, Ontario
Facsimile No.: 905-501-8130
Attention: Jimmy Bertuss
Email: jbertuss@danielshomemanagement.com

BUILDING B OWNER
c/o Daniels HR Corporation
20 Queen Street West, Suite 3400
Toronto, ON M5H 3R3
Facsimile No.: 416-979-0415
Attention: Don Pugh
Email: dpugh@danielscorp.com

With a copy to:
SUN LIFE ASSURANCE COMPANY OF CANADA
150 King Street West, Suite 1400
Toronto, ON M5H 1J9
Facsimile No.:
Attention: Marc Simonik
Email: marc.simonik@sunlife.com

And a copy to:
BENTALL KENNEDY (CANADA) LIMITED PARTNERSHIP
55 University Avenue, Suite 300
Toronto, ON M5J 2H7
Facsimile No.:
Attention: Eli Kraus
Email: ekraus@bentallkennedy.com

REMAINDER OWNER
c/o Daniels HR Corporation
20 Queen Street West, Suite 3400
Toronto, ON M5H 3R3
Facsimile No.: 416-979-0415
Attention: Niall Haggart
Email: nhaggart@danielscorp.com

or any other address as each party may designate from time to time. Any notice shall be deemed to be received 2 business days from the date of mailing, in the case of personal delivery, on the date of delivery, and in the case of electronic or facsimile transmission on the date of transmission provided such day is a business day and such notice is received prior to 5:00 p.m., failing which delivery shall be deemed on the following business day.

(b) Any notice given in accordance with this Section 17.1 shall be deemed also to be given to the Unit Owners.

17.2 Provisions Run with the Land

The provisions of this Agreement are intended to and shall run with the Development Lands and shall benefit and burden the Development Lands, and shall bind and enure to the benefit of the parties hereto and their successors and assigns.

17.3 Certificate of Compliance

(a) Each Owner of a Component agrees, at any time and from time to time during the term of this Agreement, within 10 days after written request by the requesting party, to execute, acknowledge, and deliver to the requesting party a certificate stating (1) that this Agreement and the Schedules attached hereto are unmodified and in force and effect, or if there has been any modification that this Agreement is in force and effect, as modified, and identifying the modification, (2) whether or not there is any existing default hereunder by any party and if there is any such default, specifying the nature and extent thereof, (3) whether or not the party executing such certificate has performed or caused to be performed, or is then performing or causing to be performed, any maintenance or other work not in the normal course of operation of its Component, the cost of which such party is or will be entitled to charge in whole or in part to any other party but has not yet charged such other party, and if there be any such maintenance or other work, specifying the nature and extent thereof, (4) the current address to which notices given to the party executing such certificate are required to be mailed under Section 17.1 hereof, and (5) whether it has received notice under the self help provisions contained herein.

(b) If an Owner of a Component does not provide the certificate contemplated herein within such 10 day period, such Owner of a Component (the "Certifying Owner") shall be deemed to have certified that (1) this Agreement and the Schedules attached hereto are unmodified and in full force and effect, or, if there has been any modification, that this Agreement is in force and effect, as modified; (2) that there is no existing default

hereunder by any party, (3) that there are no costs for which the Certifying Owner is or will be entitled to charge in whole or in part to any other Owner of a Component but has not yet charged such other Owner of a Component; (4) that the current address to which notices given to the Certifying Owner are required to be mailed is as set out in Section 17.1 hereof; and (5) that the Certifying Owner has received no notice under the self help provisions contained herein.

(c) The certificate given by any party as contemplated hereby, may be pleaded and shall constitute a complete defence by anyone to whom it is supplied in regards to the veracity of the statements made therein, and, if such certificate has not been provided in accordance with this Section, the party who has requested such certificate shall be entitled to plead Subsection 17.3(b) as to the veracity of the statements made therein.

17.4 Termination of Liability of the Declarant

Upon a sale, transfer or conveyance by a declarant of any Unit, the declarant shall be automatically released and discharged pro tanto from any of the liabilities and obligations it would bear hereunder as the owner of such Unit sold, transferred or conveyed, and it shall no longer be liable, for any breach of this Agreement caused or occurring subsequent to the date of such sale, transfer or conveyance relative to such Unit. Correspondingly, such person to whom such Unit is sold, transferred or conveyed by the declarant and any other person to whom such Unit is subsequently sold, transferred or conveyed shall assume pro tanto such liability and obligations in respect of such Unit from the effective date of such sale, transfer or conveyance transaction, insofar as the burden of such liability and obligations are capable of passing to such persons by operation of law.

17.5 Time of the Essence

Time shall be of the essence of this Agreement and of each of the provisions hereof.

17.6 No Partnership or Agency

The parties hereto do not in any way whatsoever or for any purpose become partners of each other, or joint venturers or members of a joint enterprise, nor is the relationship of principal and agent created.

17.7 Headings

The Article headings and Section headings have been inserted for convenience of reference only and do not form part of this Agreement. They shall not be referred to in the interpretation of this Agreement.

17.8 Further Assurances

The parties hereto shall and will sign such further documents, cause such meetings to be held, resolutions passed, by-laws enacted, do and cause to be done and performed such further acts and things as may be necessary or desirable from time to time, in order to give full effect to this Agreement and each and every part hereof.

17.9 Planning Act

This Agreement is conditional upon compliance with the subdivision and part lot control provisions of the Planning Act, 1990, and any amendments thereto, in respect of the Easements and this Agreement.

17.10 Indemnity

Each Owner of a Component (in this provision the "**Indemnitor**") shall indemnify and save harmless each other Owner of a Component (in this provision the "**Indemnitee**") from all claims, demands, actions, causes of action, losses, damages, costs, charges, expenses and any other liability whatsoever incurred by each Indemnitee in respect of any and all property damage, personal injury or death to the extent arising out of the construction, maintenance, operation, the making of repairs and replacements to, alterations and improvements to and the redevelopment of the Component of the Indemnitor or entry onto the Component of another Owner of a

Component, or the negligence, act or omission to act by the Indemnitor, its lessees, sublessees, agents, contractors, and others for whom it is in law responsible, but such indemnity shall not include and the respective Owners disclaim all right to recover in respect of any liability for consequential damages and loss of profits and, further, that this indemnity shall not apply to any such matters as a result of the Indemnitor performing such acts as a result of the failure of the Indemnitee to perform its obligations hereunder provided that such actions are performed by the Indemnitor in accordance with the provisions of this Agreement.

17.11 Special Provisions

The matters contained in Schedule "H" Special Provisions shall, in the event of any conflict with a provision in the body of this Agreement, override and/or supersede such conflicting provision.

17.12 Entire Agreement

This Agreement sets forth the entire agreement between all of the parties hereto respecting the subject matter hereof and there are no other agreements, oral, express or implied, other than as specifically set forth herein. This Agreement shall replace the agreement registered on title to the Development Lands as Instrument No. PR2506182, which previous agreement is, as of the date hereof, of no further force or effect.

[The balance of this page is intentionally left blank.]

17.13 Effective Date

This Agreement shall be deemed to be effective as and from the ___ day of March, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

DANIELS HR CORPORATION (as owner of the Building B Component)

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

6965083 CANADA INC. (as owner of the Building B Component)

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

DANIELS HR CORPORATION (as owner of the Remainder Component)

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

SCHEDULE "A"

BUILDING A COMPONENT LANDS

All Units and their appurtenant common interests in Peel Standard Condominium Plan No. 1008 and which as of the date of this Agreement form all of PINs 20008-0001 (LT) to 20008-0931 (LT).

SCHEDULE "B"

BUILDING B COMPONENT LANDS

Part of Lot 12, RCP 1003 designated as Part 1 on Reference Plan 43R-35779; City of Mississauga, and which as of the date of this Agreement forms all of PIN 13400-0136 (LT).

SCHEDULE "C"

REMAINDER COMPONENT LANDS

Part of Lot 12, RCP 1003 designated as Parts 3 to 11 inclusive, 13, 15, 16, 18 to 24, 28, 31 to 37, 42 to 53 and 55 to 58 on Reference Plan 43R-37480; City of Mississauga, and which as of the date of this Agreement forms part of PIN 13400-0138 (LT).

SCHEDULE "D"

INTENTIONALLY DELETED

SCHEDULE "E"

INTENTIONALLY DELETED

SCHEDULE "F"

Terms, Regulations and Rules

Non-Exclusive

Unless otherwise specifically stated all of the Easements whether specific or general shall be non-exclusive.

Easements of Support

All Easements for support shall provide such support to the benefiting lands as may be necessary to fully and properly support such lands and the related improvements. The owner of the lands subject to such Easements further acknowledges and agrees that it and its successors shall keep and repair all Structures and building elements to provide the support required by the terms of this easement and shall keep and repair all structures and building elements lying within the lands subject to the Easement of support in a state of repair sufficient to provide full and proper support for the benefiting lands and the related improvements, as constructed as at this date. The owner shall be entitled to repair and/or replace the supporting structure and building elements so long as such repaired or replaced structures or elements will continue to provide at least the same degree of support for the benefiting lands and the related improvements as was originally provided and further provided that to the extent reasonably possible such work shall be performed at times and in a manner which it will cause the least disruption reasonably possible to the benefiting lands. In the event that the owner fails to repair or maintain such structure and elements so as to properly provide the rights of support referred to above and the benefiting party has provided the owner with not less than **30 days prior notice** in writing setting out the alleged defect or failure to repair or maintain and the owner has still not corrected such failure or defect, then the benefiting party may enter upon the lands subject to the support Easement or any adjacent lands necessary for access to such lands and do such repair or maintenance work as is necessary to provide the required support at the cost of the owner. In the event of an emergency situation where the life or safety of the public is endangered or the benefiting lands and/or the related improvements are in imminent danger of collapse or damage then the benefiting party shall give the owner such notice as is possible and shall be entitled to enter the lands subject to the Easement and to perform such emergency work as is necessary to deal with the emergency situation, at the cost of the owner. Such costs shall include the costs of repairs or replacement of the improvements constructed on the benefiting lands. The Easements of support are intended to provide support only for the Structures presently on the benefiting lands. The owner of any benefiting lands shall not erect or construct any improvements or place equipment or materials on or in the benefiting lands in such a manner as to impair, endanger, burden or damage or threaten to damage the improvements situated on the owners' lands. In particular, the owners of any benefiting lands acknowledges that the Easements of support are not intended to provide support for any additional structures, equipment or materials and that the owners of any benefiting lands shall indemnify and hold harmless the owners of any lands subject to the Easements of support from all claims, demands, losses, damages, costs, charges, liabilities and expenses which may arise as a result of the overburdening of the Easements of support.

Mutual Rights of Entry

Each party owning lands subject to an Easement for support, maintenance, construction or repairs of any kind acknowledges that such Easement further provides the benefiting party the right to enter upon the lands not explicitly subject to such Easements for the purpose exercising such Easements, where such support, construction, maintenance or repairs are only capable of being effected by entry upon those lands or where substantial economic savings would result from such entry for such purposes and to take upon such machinery, equipment, materials and workmen as may be necessary or desirable, subject, however, to the following conditions and restrictions:

(a) except in the case of an emergency, no such entry shall be made until the owner of the land upon which entry is to be made shall be given at least 60 days notice of the intention to make such entry and the intended time of commencement and completion of such repairs, improvements or maintenance;

(b) such repair, improvement or maintenance shall be done expeditiously so as to cause the least possible interference with the use or operation of the lands affected thereby and, to this end, shall be performed after normal business hours whenever possible; and

(c) such repair, improvement or maintenance shall not interrupt the operations of the improvements on such additional lands without the prior written consent of the owner thereof, which consent shall not be unreasonably withheld or delayed.

Interpretation of Easements

Although some Easements may be broad in nature, they are to be interpreted as being restricted only to those areas of the Development Lands that are reasonably required for the purposes of the Easements set out therein, taking into consideration, *inter alia*, the location of any service, facility, corridor and/or passageway utilized for the purpose of the Easement, and the physical limitations and boundaries of the building and/or property. In this regard, reference should be made to the structural and architectural plans and specifications relating to the Development Lands.

Postponements and Partial Discharges

If The City of Mississauga and/or The Regional Municipality of Peel and/or any other governmental authority or agency and/or any utility provider (each, an "Authority") requires (a) an easement over, or (b) a conveyance of, any portion of the Development Lands, then each party to this Agreement shall (a) postpone this Agreement in favour of any such easement to be transferred to an Authority; and (b) partially release and discharge this Agreement from the lands to be conveyed to an Authority, and this shall constitute the irrevocable Acknowledgment and Direction of all of the Owners to the solicitor registering the transfer and/or easement to (a) postpone this Agreement; or (b) release and discharge this Agreement, as the case may be, from the lands transferred or conveyed.

SCHEDULE "G"

Allocation of the Cost of Shared Facilities Maintenance, Repair and Operations

General Principles

1. Each party is responsible for the repair, maintenance, operation, utilities and replacement of its own Component, at its sole cost, even when portions of its Component also serve or benefit another Component, save as is expressly herein set out.

2. If the Owner of a Component is not to be responsible for the repair, maintenance, operation, utilities and replacement of some portion or element of its Component, then it is explicitly stated in the description of such portion or element of the Component in this Schedule.

3. The portion of the costs of the annual repair, maintenance, operation, utilities and replacement of any portion or element of a Component where such costs are to be shared, is expressly set out in this Schedule opposite the description of such portion or element of such Component.

4. If any of the parties identify a matter not included in this Schedule "G" but which is in fact functioning as one of the Shared Facilities as defined by this Agreement, then, at a meeting of the Shared Facilities Committee, the parties will in good faith negotiate to establish a fair allocation of the responsibility and cost of operating and maintaining such additional Shared Facilities which, upon the agreement of the parties shall be added to the matters set out in this Schedule "G" without the need for amendment to this Agreement. If the parties cannot agree, the matter will be determined in accordance with the arbitration provisions of this Agreement.

5. If any of the parties requires service to its Component beyond the base standards set out in this Schedule "G", such party shall, at its sole cost, be responsible for arranging for such additional services.

Cost Sharing / Allocation

1. Refer to Appendix 1 attached to this Schedule "G". References therein to "Building A Component", "Building B Component", and "Remainder Component" shall be deemed to refer to the Owners from time to time of the Building A Component, the Building B Component and the Remainder Component, respectively, unless expressly stated otherwise.

2. The parties acknowledge and agree that, at such time as any new Component is added in accordance with the provisions of this Agreement, each party's Proportionate Share will be determined in accordance with the principles and formulas set out in Appendix 1 and Appendix 2 to this Schedule "G"and a revised Appendix 1 to this Schedule "G" shall be prepared in accordance with the provisions of Schedule I-1.

January 2017

Building A Component / Building B Component / Remainder Component - Shared Facilities

Shared Facilities On-Site

	Equipment, Space or Item	Ownership	Used By	Mechanism	Building A Component	Building B Component	Remainder Component	Managed By
1	Internal Roadway	Remainder Component	Building A Component / Building B Component / Remainder Component	# of Parking Spaces	39.61%	44.99%	15.40%	Remainder Component
2	Underground Parking Garage	Building A Component / Building B Component / Remainder Component	Building A Component / Building B Component / Remainder Component	# of Parking Spaces	39.61%	44.99%	15.40%	Remainder Component
3	Private Storm and Sanitary Sewers	Building A Component / Building B Component / Remainder Component	Building A Component / Building B Component / Remainder Component	Above and Below Grade GFA	46.71%	47.90%	5.39%	Remainder Component
4	Garbage Pick Up Area	Remainder Component	Building A Component / Building B Component	Above Grade GFA	49.31%	50.69%	0.00%	Remainder Component
5	Life Safety System for Building A	Building A Component / Remainder Component	Building A Component / Remainder Component	Above and Below Grade GFA	95.87%	0.00%	4.13%	Building A Component
6	Life Safety System for Building B	Building B Component / Remainder Component	Building B Component / Remainder Component	Above and Below Grade GFA	0.00%	93.41%	6.59%	Building B Component
7	Emergency Generator for Building A	Building A Component	Building A Component / Remainder Component	Estimated Load	97.73%	0.00%	2.27%	Building A Component
8	Emergency Generator for Building B	Building B Component	Building B Component / Remainder Component	Estimated Load	0.00%	97.70%	2.30%	Building B Component
9	Outdoor Amenity Space	Building A Component / Building B Component	Building A Component / Building B Component	Above Grade GFA	49.31%	50.69%	0.00%	Remainder Component
10	Farmer's Market Support	N/A	Building A Component / Building B Component	# of Residential Units	49.31%	50.69%	0.00%	Remainder Component
11	Building A Concierge	Building A Component	Building A Component / Remainder Component	Anticipated Usage	99.00%	0.00%	1.00%	Building A Component
12	Building B Resident Services Director	Building B Component	Building B Component / Remainder Component	Anticipated Usage	0.00%	99.00%	1.00%	Building B Component
13	Shared Facilities Agreement Administration	N/A	Building A Component / Building B Component / Remainder Component	# of Parties	33.33%	33.33%	33.33%	Remainder Component

General Notes & Assumptions:

a) This document forms an initial agreement that is intended to be reviewed annually based on cost experience and utilization.

b) Incoming services omitted up to and including bulk meter locations - Maintained by Utilities

c) Utility billing for each Component (Electricity, Gas, and Water - where applicable) has been separately metered and is distinct from the other users in the site (per design).

d) Water in the underground garage is supplied by each of the condominiums, by ownership, and is not separately metered for garage usage. It is anticipated that water usage within the garage is limited to power washing and that this cost will be accounted for in the sharing of costs for the Underground Parking Garage (item #2 above)

e) Exterior lighting for the entire development is fed from and billed to each Component based on exterior design and ownership.

f) It is assumed that each Component will establish cleaning contracts prescribed for their respective ownership.

g) It is assumed that each Owner of a Component will be responsible for security and monitoring costs and maintenance (by ownership), except where costs are being shared between any residential Component and a parking Component, if any.

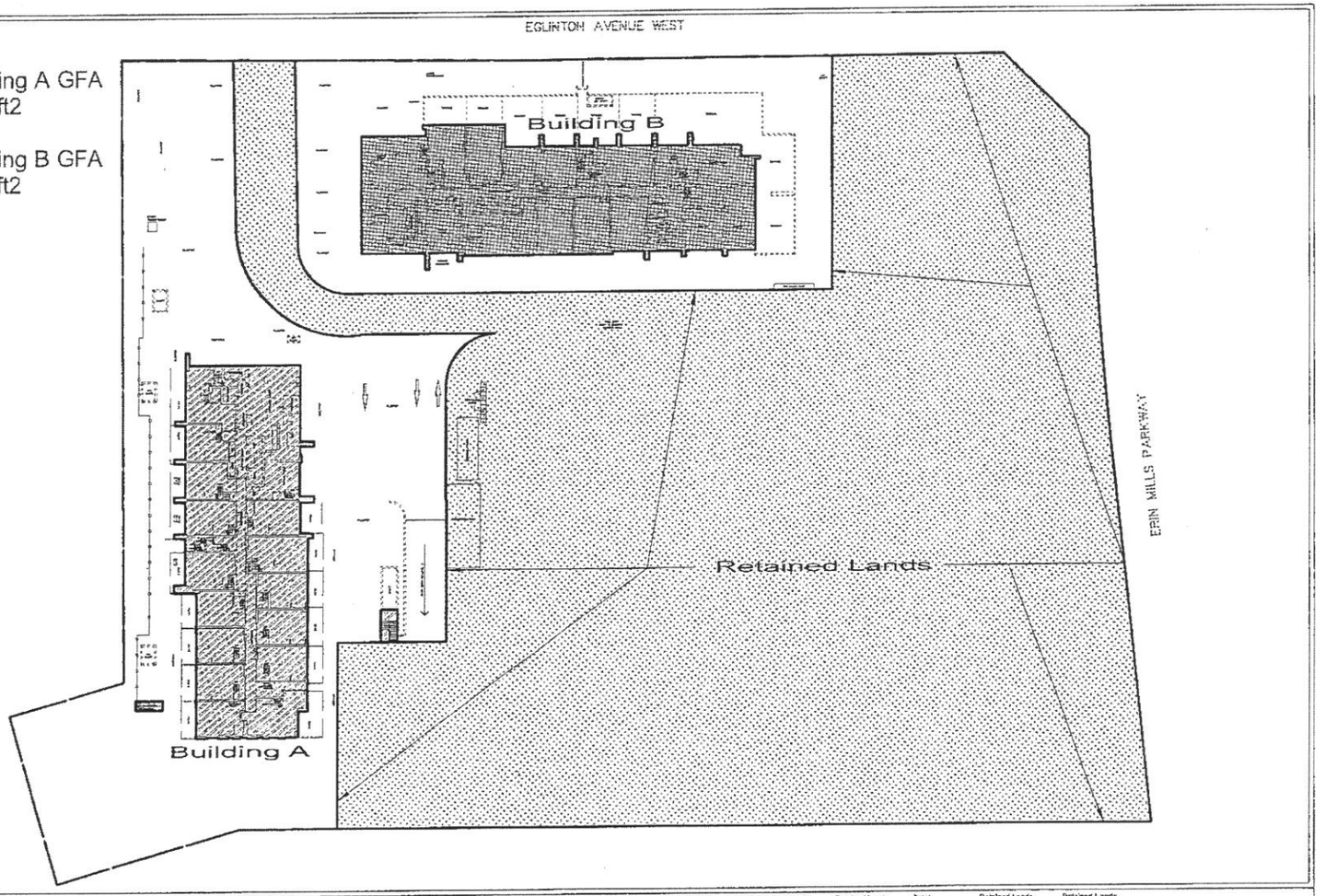
h) Where repair and maintenance costs are being shared by Components, the managing party shall bear the responsibility of repairs, maintenance, operation, payment of utilities, and replacement of any component of the given system and each contributing party shall pay to the managing party its proportionate share of these costs as outlined herein.

i) Systems and services listed above may include the common foundation supporting the Components, some or all of those parts of the HVAC, electrical and mechanical systems/rooms, energy management system, water main service connection, domestic hot water supply, gas main, gas meters, fire protection and life safety systems, fire pumps, storm water management tanks, emergency generators, sump pumps/pits, chillers, CACF Room, cooling towers, transformer vault and high voltage switching room and other systems servicing all Components but expressly excluding any systems that exclusively service only one of the Components.

j) The costs related to the Private Storm and Sanitary Sewers include, but are not limited to, the costs associated with obligations arising from the Private Storm and Sanitary Agreement registered as instrument #PR2309462.

Residential Building A GFA
Level 1 = 15085 ft2

Residential Building B GFA
Level 1 = 15546 ft2



Eglinton and Erin Mills
City of Mississauga
Level 1

File: 11-220CAD5A

RESIDENTIAL CONDO (Building A)
RESIDENTIAL CONDO (Building B)
RETAINED LANDS

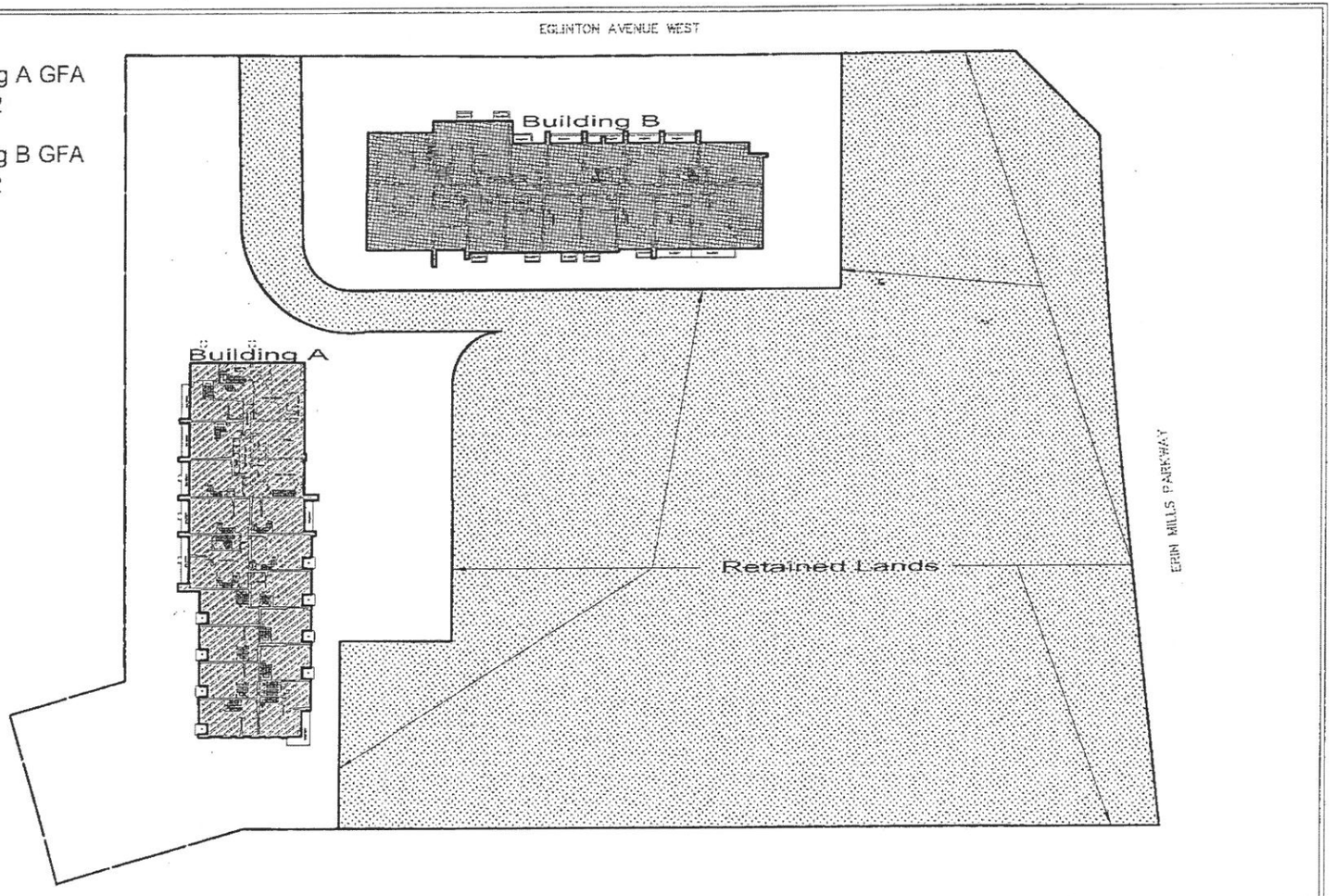
	Building A, Residential	Building B, Residential	Retained Lands	Total	Retained Lands Under Building A	Retained Lands Under Building B
Above Grade GFA (sq ft)	255,539	262,680	-	518,219		
Above Grade GFA (%)	49.31%	50.69%	0.00%	100%		
Above and Below Grade GFA (sq ft)	408,519	420,094	47,385	876,998	17,853	29,532
Above and Below Grade GFA (%)	46.31%	47.90%	5.39%	100%	2.81%	3.38%
Parking Spaces (#)	324	368	126	818	48	78
Parking Spaces (%)	39.61%	44.99%	15.40%	100%	5.67%	9.58%
Residential Units (#)	291	324	-	615		
Residential Units (%)	47.32%	52.68%	0.00%	100%		

DATE: Jan. 5, 2017
SHEET 1 OF 8

KRCMAR

Residential Building A GFA
Level 2 = 14489 ft2

Residential Building B GFA
Level 2 = 15513 ft2



Eglinton and Erin Mills
City of Mississauga
Level 2

RESIDENTIAL CONDO (Building A)
RESIDENTIAL CONDO (Building B)
RETAINED LANDS

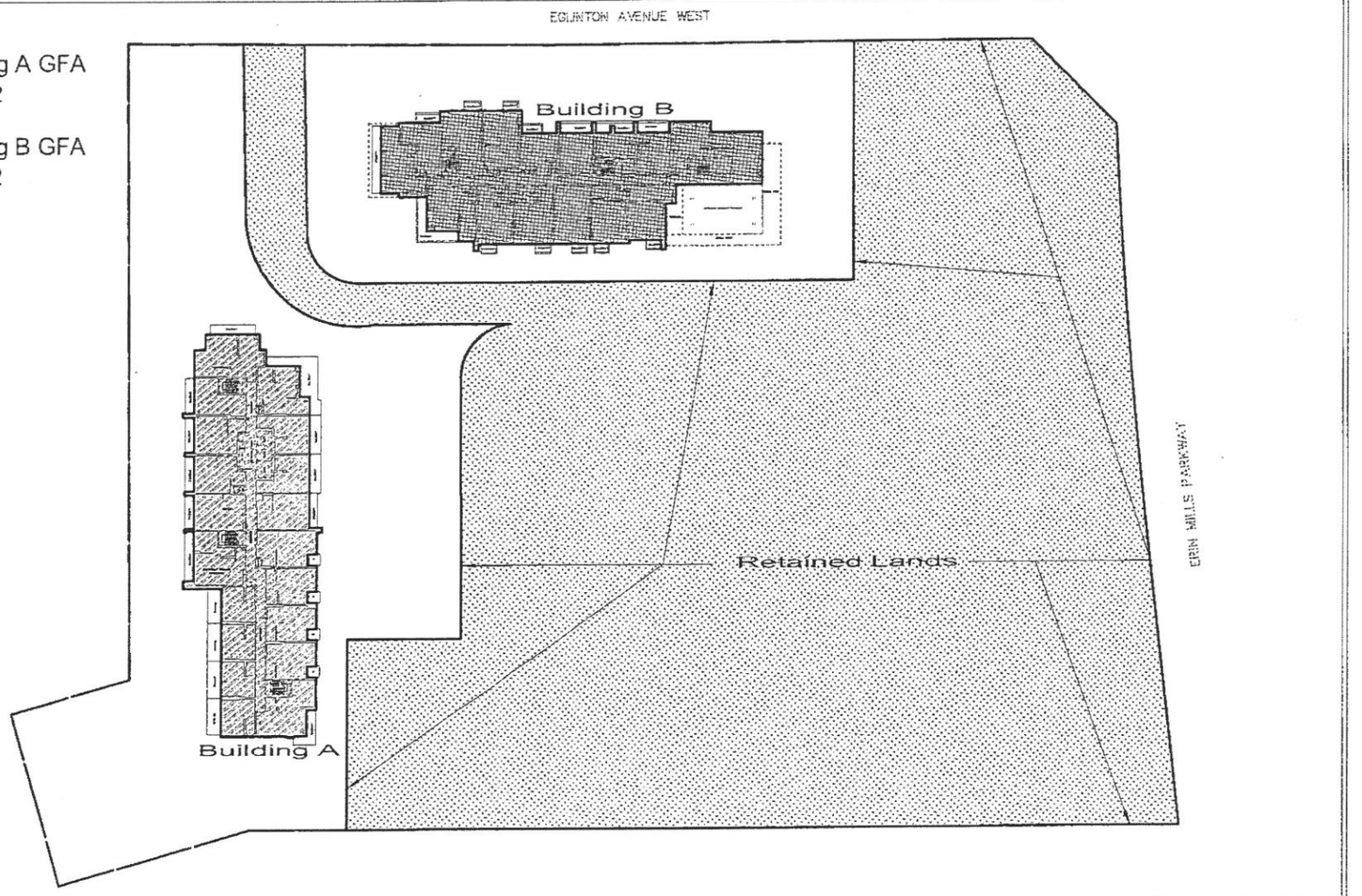
DATE: Jan. 5, 2017
SHEET 2 OF 8

KRCMAR

File: 11-220CA05A

Residential Building A GFA
Level 3 = 13944 ft2

Residential Building B GFA
Level 3 = 12309 ft2



Eglinton and Erin Mills
City of Mississauga
Level 3

RESIDENTIAL CONDO (Building A)
RESIDENTIAL CONDO (Building B)
RETAINED LANDS

DATE: Jan. 5, 2017
SHEET 3 OF 8

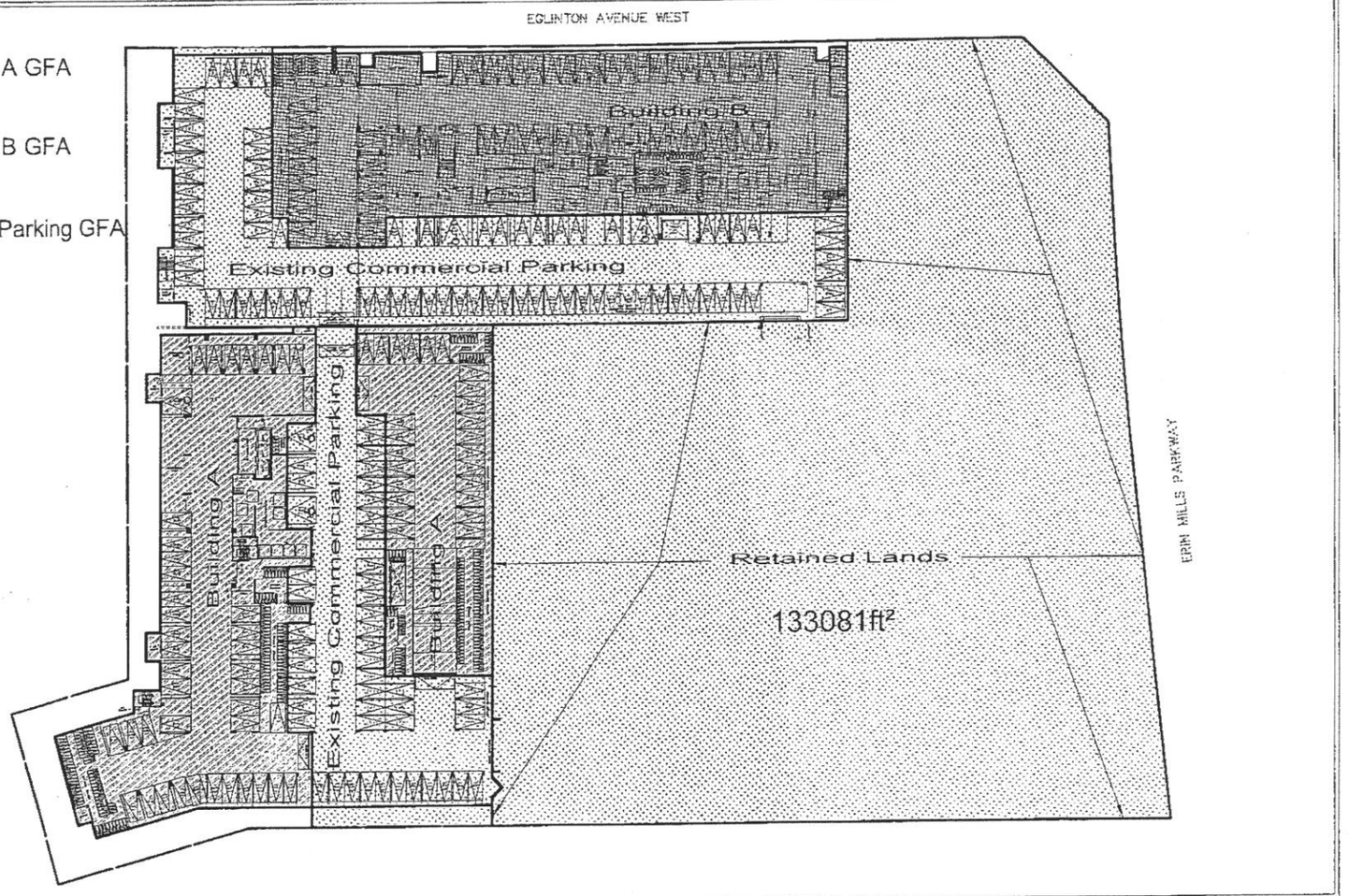
KRCMAR

File: 11-220CA05A

Residential Building A GFA
Level A = 39854 ft2

Residential Building B GFA
Level A = 32598 ft2

Existing Commercial Parking GFA
Level A = 47285 ft2



Eglinton and Erin Mills
City of Mississauga
Level A (P1)

RESIDENTIAL CONDO (Building A)
RESIDENTIAL CONDO (Building B)
RETAINED LANDS

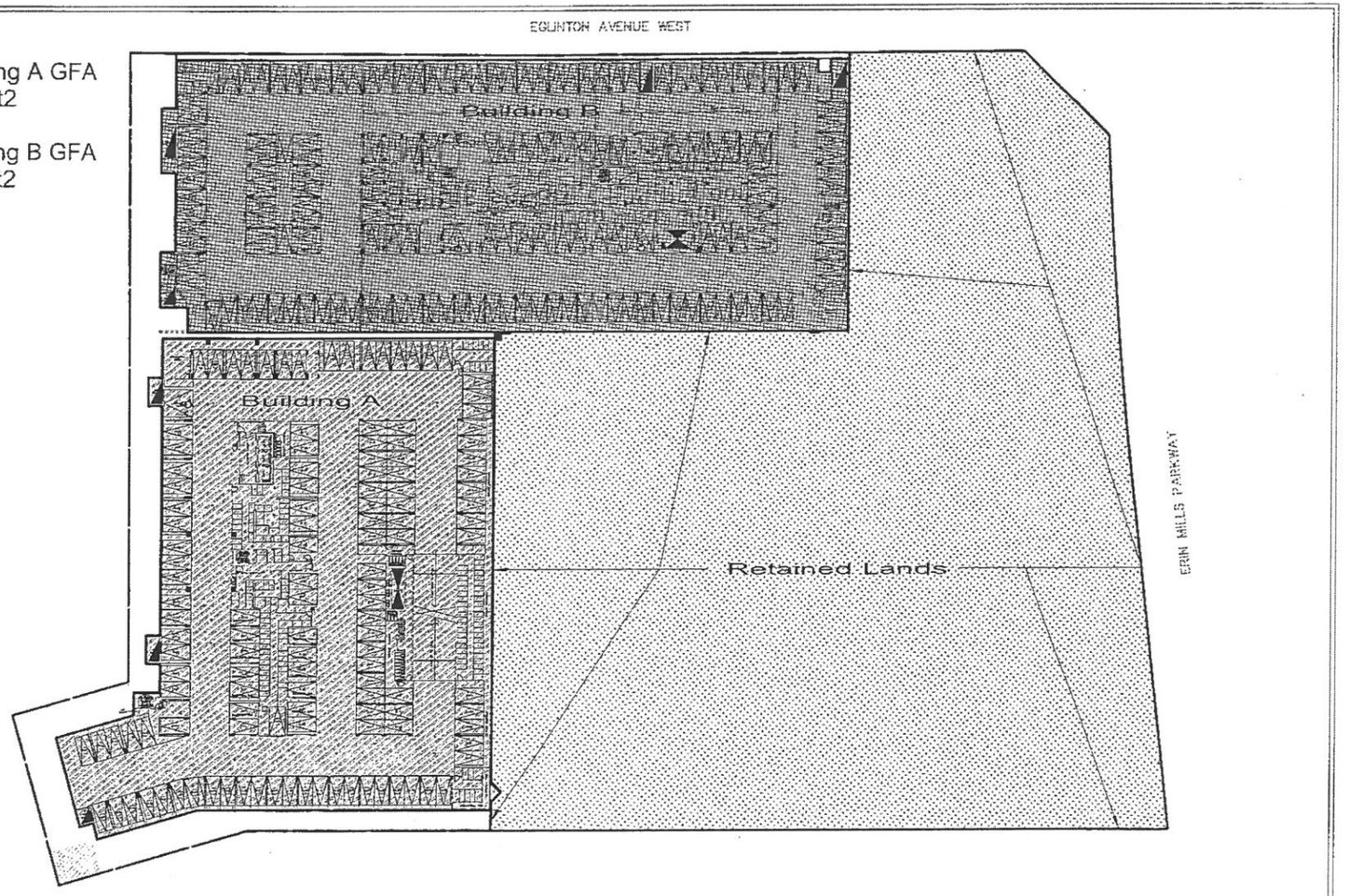
DATE: Jan. 5, 2017
SHEET 4 OF 8

KRCMAR

File: 11-220CA05A

Residential Building A GFA
Level B = 57112 ft2

Residential Building B GFA
Level B = 62379 ft2



Eglinton and Erin Mills
City of Mississauga
Level B (P2)

RESIDENTIAL CONDO (Building A)
RESIDENTIAL CONDO (Building B)
RETAINED LANDS

DATE: Jan. 5, 2017
SHEET 5 OF 8

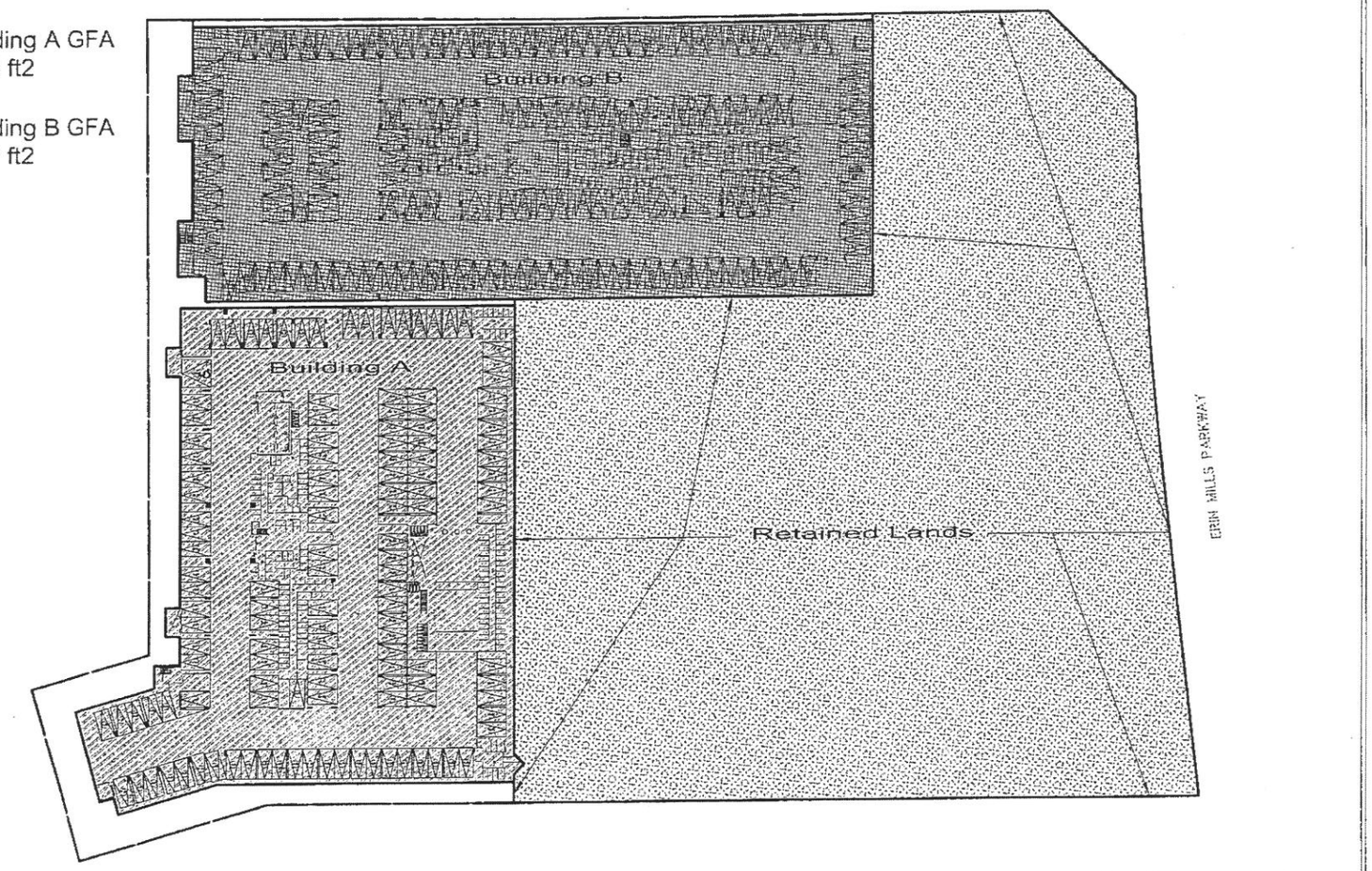
KRCMAR

File: 11-228CADSA

42

Residential Building A GFA
Level C = 57114 ft2

Residential Building B GFA
Level C = 62437 ft2



Eglinton and Erin Mills
City of Mississauga
Level C (P3)

RESIDENTIAL CONDO (Building A)
RESIDENTIAL CONDO (Building B)
RETAINED LANDS

DATE: Jan. 5, 2017
SHEET 6 OF 8

KRCMAR

File: 11-229CA05A

Residential Building A GFA

Level 4 = 9992 ft2

Level 5 = 9969 ft2

Level 6 = 9603 ft2

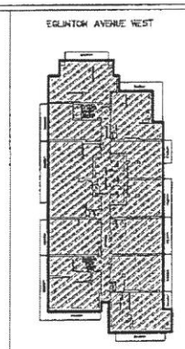
Levels 7,9 and 10 = 9603 x 3 =28809 ft2

Level 8 = 9603 ft2

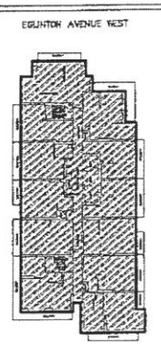
Levels 11,12,13,14,15 and 16 = 9603 x 6 = 57618 ft2

Levels 17 and 18 = 9603 x 2 = 19206 ft2

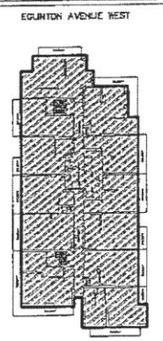
Levels 19,20,21,22,23,24 and 25 = 9603 x 7 = 67221 ft2



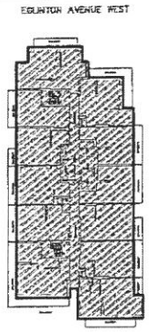
Level 8



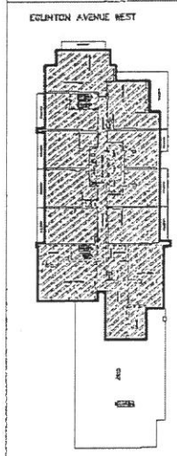
Levels 11,12,13,14,15 and 16



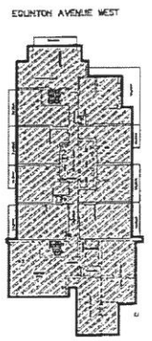
Levels 17 and 18



Levels 19,20,21,22,23,24 and 25



Level 4



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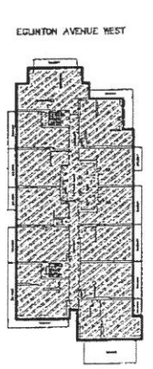

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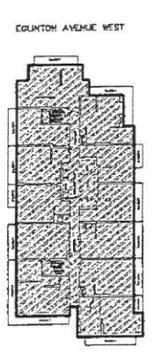


Levels 7,9 and 10

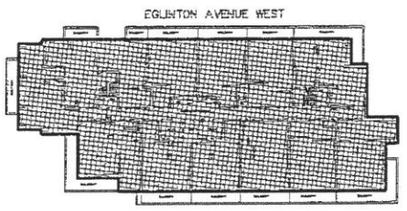
Eglinton and Erin Mills
City of Mississauga
Building A Levels

RESIDENTIAL CONDO (Building A)
RESIDENTIAL CONDO (Building B)
RETAINED LANDS

DATE: Jan. 5, 2017
SHEET 7 OF 8

KRCMAR

File: 11-220CA05A



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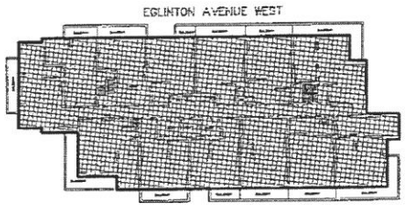
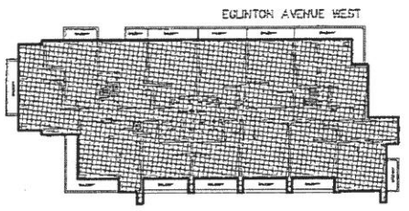
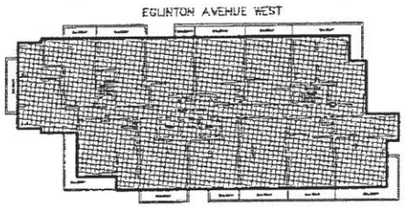


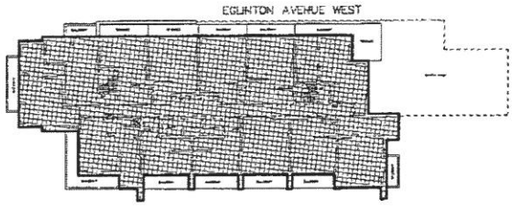
Levels 20,21,22,23,24 and 25



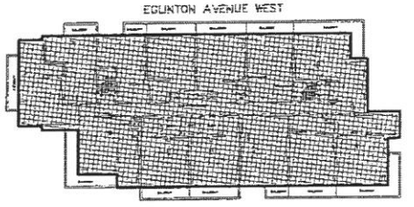
Level 5



Levels 10,11,12,13,14,15,16,17,18 and 19



Level 4



Levels 7,8 and 9

Residential Building B GFA

Level 4 = 9690 ft2

Level 5 = 9690 ft2

Level 6 = 10128 ft2

Levels 7,8 and 9 = 10128 x 3 = 30384 ft2

Levels 10,11,12,13,14,15, 16,17,18 and 19 = 10128 x 10 = 101280 ft2

Levels 20,21,22,23,24 and 25 = 9690 x 6 = 58140 ft2

Eglinton and Erin Mills
City of Mississauga
Building B Levels

RESIDENTIAL CONDO (Building A)
RESIDENTIAL CONDO (Building B)
RETAINED LANDS

DATE: Jan. 5, 2017
SHEET 8 OF 8

KRCMAR

File: 11-220CADSA

SCHEDULE "H"
SPECIAL PROVISIONS

Collections

Notwithstanding anything in this Agreement to the contrary, if an Owner of a Component (the "Billing Owner") wishes to collect from any other Owner(s) its(their) proportionate share of costs relating to a Shared Facility in accordance with this Agreement, the Billing Owner must do so in writing no later than 2 years from the date on which the costs became payable by the Billing Owner, together with all statements and other material to support the billing of the outstanding amount.

SCHEDULE "I-1"

FORM OF ASSUMPTION AGREEMENT FOR TRANSFER OF INTEREST IN A COMPONENT

TO: *[Insert names of Parties to Agreement other than Party transferring its interest]*

RE: A certain agreement dated _____ among Daniels HR Corporation (as owner of the Building A Component), Daniels HR Corporation and 6965083 Canada Inc. (as owners of the Building B Component) and Daniels HR Corporation (as owner the Remainder Component) *[recite any amendments and assignments]* (the "Agreement")

AND RE: A transfer by *[name of assignor Party]* (the "Assignor") to *[name of assignee]* (the "Assignee") of the lands described in Schedule "A" hereto

[insert particulars of transfer]

OR

AND RE: The registration of a Condominium by *[name of declarant Party]* (the "Assignor") resulting in the creation of *[name of Condominium Corporation]* (the "Assignee") with respect to the lands described in Schedule "A" hereto.

[delete inapplicable provision]

1. The Assignor has transferred its interest in the lands described in Schedule "A" hereto to the Assignee effective *[insert date]*. ***OR***

   The Assignor has registered a Declaration and Description on *[insert date]* creating a Condominium with respect to the lands described in Schedule "A" hereto.

   [delete inapplicable provision]

2. In consideration of the right to use and enjoy the benefits of the Assignor provided for in the Agreement in accordance with the provisions of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee agrees to be bound by and to assume the obligations of the Assignor under the Agreement effective *[insert effective date]*.

   [If the Assignee is receiving a transfer of a part of the Component of the Assignor, then the Assignor and Assignee shall prepare a revised Appendix 1 to Schedule "G" providing for the division of all repairs and maintenance costs and contributions of the original Component as between the new Components formed by its division, and this agreement shall provide for such revised Appendix 1 to Schedule "G" to replace the then existing Appendix 1 to Schedule "G"]

3. The Assignees address for the giving of Notice in accordance with Section *[Insert as applicable]* of the Agreement is as follows:

   [INSERT ASSIGNEE'S ADDRESS]

4. All capitalized terms used in this agreement shall have the meanings ascribed thereto in the Agreement.

5. The execution and delivery of this agreement by the Assignee constitutes delivery by the Assignee of the covenant required pursuant to Subsection 15.3 of the Agreement.

6. This agreement shall be binding on the Assignee, its successors and assigns.

DATED at ● this ● day of●.

[name of Assignee]

Per: _____
Name:

Title:

Per: _____
Name:
Title:

The undersigned hereby acknowledge and agree that (a) *[name of Assignee]* has acquired the interest of *[name of Assignor]* in the lands described in Schedule "A" hereto; (b) *[name of Assignee]* has replaced *[name of Assignor]* as a Party to the Agreement with respect to the lands described in Schedule "A" hereto; and (c) *[name of Assignee]* shall be entitled to appoint a Representative to the Shared Facilities Committee upon execution of this agreement.

[If the Assignee is receiving a transfer of a part of the Component of the Assignor, then add: (d) the existing Appendix 1 to Schedule "G" is hereby replaced with the revised Appendix 1 to Schedule "G" attached hereto]

DATED at ● this ● day of ●.

[●]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[●]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[To be executed by other Parties]

[Attached will be a Schedule "A" containing a legal description of the lands transferred and Appendix 1 to Schedule "G" (if applicable)]

SCHEDULE "I-2"

FORM OF ASSUMPTION AGREEMENT FOR GRANT OF LEASE

TO: *[Insert names of Parties to Agreement other than Party granting the Lease]*

RE: A certain agreement dated _____ among Daniels HR Corporation (as owner of the Building A Component), Daniels HR Corporation and 6965083 Canada Inc. (as owners of the Building B Component) and Daniels HR Corporation (as owner the Remainder Component) *[recite any amendments and assignments]* (the "Agreement")

AND RE: A Lease between *[name of landlord Party]* (the "Landlord") to *[name of tenant]* (the "Tenant") of the lands described in Schedule "A" hereto.

[insert particulars of Lease]

1. The Landlord has granted a Lease to the Tenant, having a term commencement date of *[insert date]* with respect to the lands described in Schedule "A" hereto.

2. In consideration of the entitlement to use and enjoy the Easements provided for in the Agreement in accordance with the provisions of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Tenant agrees to be bound by and to assume the obligations of the Landlord under the Agreement with respect to such lands effective *[insert date]*

3. All capitalized terms used in this agreement shall have the meanings ascribed thereto in the Agreement.

4. The execution and delivery of this agreement by the Tenant constitutes delivery by the Assignee of the covenant required pursuant to Section *[insert as applicable]* of the Agreement.

5. This agreement shall be binding on the Tenant, its successors and assigns.

DATED at ● this ● day of ●. 20 ●

[name of Tenant]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

The undersigned hereby acknowledge that [name of Tenant] has become the Obligant with respect to the lands described in Schedule "A" hereto effective [insert date] pursuant to a Lease and accept that [name of Tenant] has replaced [name of Landlord] as Obligant with respect to such lands.

DATED at ● this ● day of ●..

[●]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[●]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[To be executed by other Parties]

[Attached will be a Schedule "A" containing a legal description of the lands leased pursuant to the Lease]

SCHEDULE "I-3"

FORM OF ASSUMPTION AGREEMENT FOR CHARGE OF INTEREST IN A COMPONENT

TO: *[Insert names of Parties to Agreement other than Party charging its interest]*

RE: A certain agreement dated _____ among Daniels HR Corporation (as owner of the Building A Component), Daniels HR Corporation and 6965083 Canada Inc. (as owners of the Building B Component) and Daniels HR Corporation (as owner the Remainder Component) *[recite any amendments and assignments]* (the "Agreement")

AND RE: A charge by [name of chargor Party] (the "Chargor") to [name of chargee] (the "Chargee") of the lands described in Schedule "A" hereto

[insert particulars of Charge]

1. The Chargor has charged its interest in the lands described in Schedule "A" hereto to the Chargee effective *[insert date]*.

2. In consideration of the right to use and enjoy the Easements provided for in the Agreement in accordance with the provisions of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chargee agrees to be bound by and to assume the obligations of the Chargor under the Agreement as follows:

   (a) notwithstanding that the security in its favour is valid and binding, the Chargee shall not be either entitled to the benefit of the Easements nor liable to the other Parties with respect to obligations of the Chargor prior to either becoming a mortgagee in possession or commencing to enforce its security and notifying the other Parties to the Agreement that such is the case;

   (b) if the Chargee either becomes a mortgagee in possession or commences to enforce its security and notifies the Parties to the Agreement that such is the case, the Chargee shall thereafter be entitled to the benefit of the Easements granted to the Chargor and shall be responsible for all obligations of such Party that have arisen to such date and that arise thereafter, subject to clause 2(c) below; and

   (c) if the Chargee shall cease to be a mortgagee in possession and ceases to be enforcing its security and notifies the Parties to the Agreement that such is the case, it shall not be responsible for any obligations of the Chargor that arise thereafter.

   (d) All capitalized terms used in this agreement shall have the meanings ascribed thereto in the Agreement.

   (e) The execution and delivery of this agreement by the Chargee constitutes delivery by the Chargee of the covenant required pursuant to Subsection 15.1 of the Agreement.

   (f) This agreement shall be binding on the Chargee, its successors and assigns.

   (g) Notwithstanding that its security is not in default, the Chargee shall receive notice at the following address: [●] of any default of the Chargor where the Chargor is to receive notice hereunder and where the Chargee has the right to cure any default the Chargee shall have the right to exercise any rights or powers of the Chargor hereunder for the purposes of curing such default and the non-defaulting parties under the Agreement shall not take any steps to enforce their rights as against a defaulting Chargor without the Chargee having received its opportunity to cure such default as herein provided for.

DATED at ● this ● day of ●.

[name of Chargee]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

The undersigned hereby acknowledge that [name of Chargee] has acquired the interest of [name of Chargor] in the lands described in Schedule "A" hereto and accept that [name of Chargee] has the rights granted to a Chargee under the Agreement with respect to the lands described in Schedule "A" hereto.

DATED at ● this ● day of ●.

[●]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[●]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[To be executed by other Parties]

[Attached will be a Schedule "A" containing a legal description of the lands charged]

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

Do Process Software • (416) 322-6111

By-Law No. 5

D

FOR OFFICE USE ONLY

Number/Numéro PR3092330

CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ

MAR 10 2017 11:22

PEEL (43) BRAMPTON Land Registrar/Registrateur

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 4 pages

(3) Property Identifier(s) Block Property
20008-0001 (LT) to 20008-0931 (LT)
(Both inclusive)
Additional: See Schedule ☐

(4) Nature of Document
Condominium BY-LAW NO. 5

(5) Consideration
NIL
Dollars $

(6) Description
All Units on all Levels and Common Elements comprising Peel Standard Condominium Plan No. 1008

City of Mississauga
Region of Peel
Peel Land Registry Office (No. 43)

New Property Identifiers
Additional: See Schedule ☐

Executions
Additional: See Schedule ☐

(7) This Document Contains: (a)Redescription ☐ New Easement ☐ Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
SEE SCHEDULE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008	Per: [signature]	2017	02	27
	Name: Judy Lem			
	Title: Secretary			
	I have authority to bind the Corporation			

(11) Address for Service: 20 Queen Street West, Suite 3400, Toronto, ON M5H 3R3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property
360 Eglinton Ave. W
Mississauga ON

(15) Document Prepared by:
Melissa Jean-Gilles
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using *The Conveyancer*

2

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 5 attached hereto is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998.*
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation

3

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

BY-LAW NO. 5

Be it enacted as a By-law of **PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008** (hereinafter referred as to the "Corporation") as follows:

1. The directors of the Corporation shall cause the Corporation to enter into an Agreement with DANIELS HR CORPORATION (the "**Declarant**") that shall provide that:

   (a) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, 1998 the Ontario New Home Warranties Plan Act and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program;

   (b) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to the Property, the Condominium and the Building shall be through the process established for and administered by Tarion Warranty Corporation;

   (c) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;

   (d) the Corporation shall indemnify and save the Declarant harmless from and against all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the said Agreement; and

   (e) the Agreement shall neither be terminated nor terminable by the Corporation following the turnover meeting.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

4

THIS WARRANTY AGREEMENT made on the 27 day of February, 2017.

BETWEEN:

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

(the "**Corporation**")

OF THE FIRST PART

AND

DANIELS HR CORPORATION
(the "**Declarant**")

OF THE SECOND PART

WHEREAS:

(A) the Declarant has created a Corporation pursuant to the Condominium Act, S.O. 1998, Chapter 19 (the "Condominium Act") by the registration of a Declaration and a Description in the Land Registry Office for the Land Titles Division of Peel Region (No. 43), relating to the land and any interest appurtenant to the land described in the Description located at 2560 Eglinton Avenue West, Mississauga (the "Property"); and

(B) the Corporation has agreed to enter into an Agreement with the Declarant with respect to any outstanding, incomplete or deficient item and any other relating to the Property, the Condominium or the Building, in accordance with the terms and conditions of this Agreement;

IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained and other valuable consideration, the Corporation and the Declarant hereby agree as follows:

1. The Corporation shall have no rights against the Declarant beyond those that are specially granted to the Corporation under the Condominium Act or the Ontario New Home Warranties Plan Act ("ONWHPA").

2. The Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium and the Building shall be through the process established and administered under the ONWHPA.

3. The Corporation and the Declarant, hereby appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters as set out in paragraph 2 above.

4. The Corporation agrees to indemnify and save the Declarant harmless from and against all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of this Agreement.

5. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

6. This Agreement shall neither be terminated nor terminable by the Corporation following the turnover meeting.

EXECUTED as of the 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: Judy Lem
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

DANIELS HR CORPORATION

Per: Judy Lem
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

Do Process Software • (416) 322-6111

By-Law No. 6

D

FOR OFFICE USE ONLY

Number/Numéro PR3092333

CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ

MAR 10 2017 11:26

PEEL (43) BRAMPTON

Land Registrar/Registrateur

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 27 pages

(3) Property Identifier(s) Block Property
20008-0001 (LT) to 20008-0931 (LT)
(Both inclusive)
Additional: See Schedule ☐

(4) Nature of Document
Condominium BY-LAW NO. 6

(5) Consideration
NIL
Dollars $

(6) Description
All Units on all Levels and Common Elements comprising Peel Standard Condominium Plan No. 1008

City of Mississauga
Region of Peel
Peel Land Registry Office (No. 43)

New Property Identifiers
Additional: See Schedule ☐

Executions
Additional: See Schedule ☐

(7) This Document Contains: (a)Redescription ☐ New Easement ☐ Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
SEE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008	Per: [signature]	2017	02	07
	Name: Judy Lem			
	Title: Secretary			
	I have authority to bind the Corporation			

(11) Address for Service: 20 Queen Street West, Suite 3400, Toronto, ON M5H 3R3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property
60 Eglinton Ave. W
Mississauga, ON

(15) Document Prepared by:
Melissa Jean-Gilles
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using *The Conveyancer*

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 6 attached hereto is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation

3

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

BY-LAW NO. 6

Be it enacted as a By-law of **PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008** (hereinafter referred to as the "Corporation") as follows:

1. that the Corporation enter into an Assumption Agreement Re: Encroachment Agreement, a copy of which is attached hereto, with the Declarant, Daniels HR Corporation and The Corporation of the City of Mississauga; and

2. that all terms, provisions and conditions of such Assumption Agreement Re: Encroachment Agreement, including, without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19.

DATED this 27 day of February, 2017

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have the authority to bind the corporation.

ASSUMPTION AGREEMENT
Re: Encroachment Agreement

THIS AGREEMENT made as of the 27 day of February, 2017.

A M O N G:

DANIELS HR CORPORATION
(hereinafter called "the "**Declarant**")

OF THE FIRST PART;

- and -

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008
(hereinafter called the "**Condominium**" or the "**Corporation**")

OF THE SECOND PART;

and-

THE CORPORATION OF THE CITY OF MISSISSAUGA
(herein after called the "**City**")

OF THE THIRD PART;

WHEREAS:

(A) The Declarant has entered into the following agreement with The City with respect to, inter alia, the lands and premises comprised of part of Lot 12 on Registrar's Compiled Plan 1003, (formerly Township of Toronto, County of Peel), designated as **PARTS 1, 2, 14, 17, 25 and 54** on Reference Plan 43R-37480 (the "**Lands**") namely, an Encroachment Agreement registered on the 31st day of March, 2014 as Instrument No. PR2528613 (the "**Encroachment Agreement**");

(B) the Declarant has applied for the approval and registration on the Lands of a draft plan of condominium pursuant to application CDM-M15009 all in accordance with Section 51 of the *Planning Act*, as amended and Section 9 of the *Condominium Act 1998, c. 19, S.O. 1998* (the "**Act**"), as amended;

(C) as a condition of draft plan of condominium approval, the City's Commissioner of Planning and Building has required the resultant condominium corporation to execute and register on title to the Lands an Assumption Agreement pursuant to which the Corporation shall assume and be responsible for the performance of the Declarant's obligations under the Encroachment Agreement; and

(D) Declarant, the City and the Corporation are entering into this Assumption Agreement for the purposes of the Corporation assuming such obligations and responsibilities under the Encroachment Agreement;

NOW THEREFORE in consideration of the amount of $10.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged by the parties hereto), the parties hereto hereby confirm and agree as follows:

1. The Corporation hereby covenants and agrees to and with the Declarant and the City, effective from and after the date of registration of the Corporation as a condominium pursuant to the terms of the Act, to assume, be subject to, comply with and perform and insofar as possible, compel the observance and/or compliance by all unit owners, residents and their respective tenants and/or invitees, those covenants and obligations of the Declarant pursuant to and under the Encroachment Agreement, insofar as such covenants and obligations relate to the Lands, including, without limitation, all releases and indemnities from the Declarant to and for the benefit of the City (the "**Assumed Obligations**"), as if it had been an original party thereto, and the Corporation further agrees to execute such further and other agreements and/or assurances as may be required by the City from time to time, in order to evidence the Corporation's assumption and performance of such Assumed Obligations.

2. The Corporation hereby agrees to indemnify and save the City harmless from and against all suits, claims, damages, losses, expenses or otherwise arising or resulting from the Corporation failing to comply with and/or perform and/or comply with its obligations and responsibilities pursuant to this Assumption Agreement.

3. The Corporation shall, in performing its obligations under this Assumption Agreement, comply with all rules, zoning by laws, laws, orders, ordinances, regulations and requirements of any governmental authorities.

4. The parties hereto hereby covenant and agree to forthwith execute all further documents, instruments and assurances as may be necessary or required in order to carry out the true intent of these presents, and to register this Assumption Agreement (or notice thereof) against the title to the Lands comprising the Corporation.

5. The parties hereto covenant and agree that any term or provision of this Agreement which imposes an obligation or liability on either of the parties hereto, or which grants a right or privilege on any of the parties

hereto, regardless of whether such term or provision is specifically expressed as a covenant by or agreement between any party or parties hereto, shall be deemed to have been covenanted and agreed to by the party or the parties hereto.

6. This Assumption Agreement shall be effective to create an interest in real property only if the subdivision and part-lot control provisions of The Planning Act Chapter P. 13 R.S.O. 1990, as amended, are complied with by the parties hereto.

7. The provisions of this Assumption Agreement are intended to run with the Lands and shall be binding on the respective successors in title and assigns. The parties hereto confirm and agree that this Assumption Agreement shall be deemed and construed to run with, and correspondingly bind and encumber the title of the parties hereto and/or the benefitting the Lands.

8. All notices, requests, demands or other communications by the terms hereof required, or permitted to be given by one party to another, shall be given in writing by personal delivery, telefacsimile (or by other electronic means of communication agreed to in writing by the parties hereto) by registered mail, postage prepaid, addressed to the other party or delivered to such other party as follows:

a) To the Declarant:
20 Queen Street West
Suite 3400
Toronto, Ontario
M5H 3R3

b) To the Corporation :
Peel Standard Condominium Corporation No. 1008
c/o Daniels Home Management Corporation
20 Queen Street West
Suite 3400
Toronto, Ontario
M5H 3R3

c) To the City
The Corporation of the City of Mississauga
300 City Centre Drive
City Clerk's Office 2nd Floor
Mississauga, Ontario
L5B 3C1

or at such other address as may be given by any of them to the others in writing from time to time, and such notices shall be deemed to have been received on the same date they are delivered, or if mailed as aforesaid, on the second business day after the mailing thereof, or if by telefacsimile or other electronic means, they shall be deemed to have been received on the date of delivery provided same was before 6:00 p.m. Toronto, Ontario, Canada time and is evidenced by a confirmation of same. Provided if such notice, request, demand, acceptance or other communication shall have been mailed and if regular mail service shall be interrupted by strike or other irregularities on or before the second business day after the mailing thereof, such notices, requests, demands, acceptances and other communications shall be deemed to have been received on the same business day following the delivery of such notice, request, demand or other communications as the case may be.

9. The Declarant agrees and confirms that notwithstanding the execution of this Assumption Agreement by the parties hereto, the Declarant shall not be released or relieved or otherwise deemed or construed to be released or relieved from, and the Declarant shall continue to be responsible, obligated and liable to the City for the performance of all covenants, obligations liabilities and duties of the Declarant and all indemnities and releases provided by the Declarant to the City as Owner under the Encroachment Agreement.

10. This Assumption Agreement shall enure to the benefit of the parties hereto and to the benefit of the City as a party to the Assumed Agreements, and be binding upon, the heirs, administrators, successors and assigns of the parties.

11. The parties hereto warrant to each other and to the City that they have the authority to enter into this Assumption Agreement.

12. This Assumption Agreement shall be read and construed with all changes of gender or number required by the context.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their respective authorized signing officers.

DANIELS HR CORPORATION

Per: _____
Name: Judy Lem
Title: Secretary

I have the authority to bind the corporation.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have the authority to bind the corporation.

THE CORPORATION OF THE CITY OF MISSISSAUGA

Per: _____
Name: Edward Sajecki
Title: Commissioner, Planning and Building

Per: _____
Name: Crystal Greer
Title: Director, Legislative Services & Clerk

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Document Execution
Authorized by
City of Mississauga
By-Law No 0197-2016

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

Do Process Software • (416) 322-6111

By-Law No. 7

D

FOR OFFICE USE ONLY

Number/Numéro PR3092339

CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ

MAR 10 2017 11:29

PEEL (43) BRAMPTON

Land Registrar/Registrateur

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 5 pages

(3) Property Identifier(s) Block Property
20008-0001 (LT) to 20008-0931 (LT)
(Both inclusive)
Additional: See Schedule ☐

(4) Nature of Document
Condominium BY-LAW No. 7

(5) Consideration
NIL
Dollars $

(6) Description
All Units on all Levels and Common Elements comprising Peel Standard Condominium Plan No. 1008

City of Mississauga
Region of Peel
Peel Land Registry Office (No. 43)

New Property Identifiers
Additional: See Schedule ☐

Executions
Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
SEE SCHEDULE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008	Per: [signature]	2017 02 27
	Name: Judy Lem	
	Title: Secretary	
	I have authority to bind the Corporation	

(11) Address for Service: 20 Queen Street West, Suite 3400, Toronto, ON M5H 3R3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property

60 Eglinton Ave. W
Mississauga ON

(15) Document Prepared by:

Melissa Jean-Gilles
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using *The Conveyancer*

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 7 attached hereto is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998.*
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

BY-LAW NO. 7

Be it enacted as a By-law of **PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008** (hereinafter referred to as the "Corporation") as follows:

1. that the Corporation enter into an Assumption Agreement Re: Private Storm and Sanitary Agreement, a copy of which is attached hereto, with the Declarant, Daniels HR Corporation; and

2. that all terms, provisions and conditions of such Assumption Agreement Re: Private Storm and Sanitary Agreement, including, without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have the authority to bind the corporation.

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 27 day of February, 2017.

BETWEEN:

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008
(hereinafter called "**PSCC 1008**")

OF THE FIRST PART;

- and –

DANIELS HR CORPORATION
(hereinafter called "**Daniels**")

OF THE SECOND PART.

WHEREAS:

(A) By an Easement and Cost Sharing Agreement (the "**Private Storm and Sanitary Agreement**") made between Erin Mills Development Corporation and Peel Standard Condominium Corporation No. 308 and registered as Instrument No. PR2309462 on December 13th, 2012, the parties to such Private Storm and Sanitary Agreement agreed, inter alia, as to the manner in which certain costs and expenses are to be paid by the parties;

(B) Pursuant to an Assumption Agreement dated December 18, 2012, Daniels assumed the obligations of Erin Mills Development Corporation with respect to the Private Storm and Sanitary Agreement; and

(C) The provisions of the Private Storm and Sanitary Agreement are intended to run with the real property benefitted and burdened thereby including, inter alia, the lands comprising the property described in Peel Standard Condominium Plan No. 1008 (the "**Lands**");

IN CONSIDERATION of $2.00 (the receipt and sufficiency of which is hereby acknowledged by both parties), the parties hereto covenant and agree as follows:

1. PSCC 1008 hereby ratifies, confirms, assumes and acknowledges all terms, provisions, conditions and obligations set out in the Private Storm and Sanitary Agreement with respect to the Lands, including all those made by or on behalf of PSCC 1008 by Daniels as the owner of the Lands, and hereby covenants and agrees with Daniels to assume the obligations of Daniels under the Private Storm and Sanitary Agreement with respect to the Lands and to be bound by all the provisions, obligations, covenants and agreements contained in the Private Storm and Sanitary Agreement with respect to the Lands as if PSCC 1008 was originally named as a party in the Private Storm and Sanitary Agreement with respect to the Lands.

2. PSCC 1008 covenants and agrees to indemnify and save harmless Daniels from and against such liabilities, debts and obligations of any kind and nature in respect of the obligations relating to the Lands from and including the date that PSCC 1008 was created pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, C. 19.

3. PSCC 1008 covenants and agrees to forthwith execute and deliver any further documentation (including conveyances) as may be required to give effect to this Assumption Agreement.

4. This Assumption Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. This Assumption Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts when taken together shall constitute one and the same agreement.

DATED this 27 day of February, 2017.

DANIELS HR CORPORATION

Per: _____
Name: Judy Lem
Title: Secretary

I have the authority to bind the corporation.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have the authority to bind the corporation.

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Province of Ontario

Document General

Form 4 — Land Registration Reform Act

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By-Law No. 8

D

FOR OFFICE USE ONLY

Number/Numéro PR3092346

CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ

MAR 10 2017 11:33

PEEL (43) BRAMPTON Land Registrar/Registrateur

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 8 pages

(3) Property Identifier(s) Block Property
20008-0001 (LT) to 20008-0931 (LT)
(Both inclusive)
Additional: See Schedule ☐

(4) Nature of Document
Condominium BY-LAW NO. 8

(5) Consideration
NIL
Dollars $

(6) Description
All Units on all Levels and Common Elements comprising Peel Standard Condominium Plan No. 1008

City of Mississauga
Region of Peel
Peel Land Registry Office (No. 43)

New Property Identifiers
Additional: See Schedule ☐

Executions
Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription ☐ New Easement ☐ Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
SEE SCHEDULE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008	Per: [signature] Name: Judy Lem Title: Secretary I have authority to bind the Corporation	2017	02	27

(11) Address for Service: 20 Queen Street, West, Suite 3400, Toronto, ON M5H 3R3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property
560 Eglinton Ave. W
Mississauga ON

(15) Document Prepared by:
Melissa Jean-Gilles
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using *The Conveyancer*

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 8 attached hereto is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

BY-LAW NO. 8

Be it enacted as a By-law of **PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008** (hereinafter referred as to the "**Corporation**") as follows:

1. that the Corporation enter into and/or assume a Lease Agreement for energy savings equipment, a copy of which is attached hereto, with 81 Capital Inc.; and

2. that all terms, provisions and conditions of such Lease Agreement, including, without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units pursuant to the provisions of the *Condominium Act*, 1998, S.O. 1998, c.19.

DATED this 27 day of February, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.

Lease Agreement

THIS LEASE AGREEMENT (together with any addenda, amendments and schedules made or attached to it from time to time, **"this Lease"**) dated as of **February 28, 2017** between **81 Capital Inc. ("81 Capital ")** and **Peel Standard Condominium Corporation No. 1008 ("Lessee")**.

BACKGROUND:

A. 81 Capital wishes to lease to Lessee the equipment and other personal property described or referred to in Schedule A (collectively, together with all accessories and other items attached thereto or supplied therewith and all parts, additions, attachments and accessions now or hereafter incorporated therein or affixed thereto, the **"Equipment"**) located at the location identified in Schedule A (the **"Equipment Location"**), and Lessee wishes to lease the Equipment, on the terms and conditions of this Lease.

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. **Lease of Equipment.** Subject to the provisions contained in this Lease, 81 Capital leases to Lessee, and Lessee leases from 81 Capital, the Equipment in an "as is" condition.
2. **Term.** This Lease becomes effective on the date of its execution by the parties. The term of this Lease will start on the date specified in Schedule A as being the Start Date and, unless terminated earlier or renewed in accordance with the provisions of this Lease, will continue to the Scheduled Lease End (as specified in Schedule A). Lessee acknowledges that it has inspected or caused to be inspected the Equipment and that the Equipment has been delivered and installed and is in good condition and operating order and has been accepted for all purposes of this Lease. This Lease cannot be cancelled or terminated, except as expressly provided in this Lease.
3. **Payments.** The amount payable each month by Lessee to 81 Capital during the term of this Lease will be in the amount or amounts specified in Schedule A as being the Lease Payment (the **"Lease Payment"**). Lessee shall pay 81 Capital the Lease Payment on the Lease Payment Commencement Date (as specified in Schedule A) and on the same date of each following month (or on the last day of the month if there is no such date). Lessee shall also pay 81 Capital interim rent in the amount(s) and on the date(s) specified in Schedule A. Lessee's obligation to pay any Lease Payment or any other amounts under this Lease shall be absolute and unconditional under all circumstances and will not be affected or reduced in any way for any reason. Lessee must make all payments (including all Lease Payments) owing under this Lease in full when due, without any condition, deduction, set-off, abatement, hold back or claim for compensation whatsoever. Interest at the rate of 18% per annum shall be payable, both before and after default and judgment, on all unpaid amounts under this Lease, from their due date until paid. Lessee further agrees to pay 81 Capital a returned cheque or non-sufficient funds charge (an **"NSF Charge"**) to reimburse 81 Capital for its time and expense incurred with respect to any payment required under this Lease that is dishonoured for any reason, such NSF Charge being equal to the greater of $25.00 and the actual bank charges to 81 Capital plus any other amounts allowed by law. Lessee authorizes 81 Capital to make withdrawals from the account identified in the attached sample cheque or in any sample cheque delivered by Lessee to 81 Capital from time to time pursuant to this Lease for payment of all amounts due under this Lease. Lessee directs the financial institution at which such account is located to debit such account for such withdrawals and such financial institution has no duty to determine whether withdrawals or debits from Lessee's account comply with such authorization. If Lessee's branch address or account information changes, Lessee will provide to 81 Capital prompt written notice thereof, together with a sample cheque for Lessee's new account marked "VOID".
4. **Title.** Until payment in full of all amounts owing under this Lease (including all Lease Payments and all other amounts owing by Lessee under this Lease), ownership of and title to the Equipment will remain with 81 Capital. If at any time Lessee acquires any personal property which thereafter forms part of the Equipment (such as any parts or additions to the Equipment), title thereto will automatically transfer to 81 Capital without the need for any documents of transfer (and Lessee hereby sells such property to 81 Capital), but Lessee will execute such documents as 81 Capital may reasonably request in order to evidence the transfer of title thereto to 81 Capital free and clear of all liens, security interests or other encumbrances. Lessee and 81 Capital agree that (i) the Equipment are "fixtures" and not "building materials" within the meaning given to such terms for purposes of the *Personal Property Security Act* (Ontario) and (ii) the Equipment shall remain removable property (without the need for any other party's consent or waiver to allow 81 Capital to remove it) even though it may become affixed to real property. Lessee acknowledges and agrees that 81 Capital may, at Lessee's expense, register the security interest provided for under this Lease against Lessee and title to the lands where the Equipment is to be located.
5. **Equipment Selection; Warranties and Limit of Liability.** Lessee acknowledges that (i) 81 Capital has purchased the Equipment solely at the request and in accordance with the instructions of Lessee for the purposes of this Lease, (ii) Lessee has selected the Equipment and its supplier and/or manufacturer and has not relied on the skill or judgment of 81 Capital in any way in selecting the Equipment, and (iii) 81 Capital has not made or given and does not hereby make or give any warranties, representations or conditions of any kind whatsoever with respect to the Equipment or this Lease (whether express, implied, statutory or otherwise), including any relating to: the merchantability of the Equipment or its quality or fitness for any particular purpose; the durability, safety, condition, capability or suitability of the Equipment or its workmanship; compliance of the Equipment with the requirements of any law, rule, specification, insurance policy or other contract; patent infringement; its freedom from any lien, security interest or other encumbrance; or latent or patent defects. If Lessee encounters any problems with the Equipment, including if it is not properly installed, does not operate as intended by Lessee or as represented by the supplier and/or manufacturer thereof or totally fails to function or perform in whole or in part, or the Equipment is unacceptable for any reason, Lessee's only claim will be against such supplier and/or manufacturer and Lessee agrees that 81 Capital will not be liable to Lessee for any damages whatsoever relating to the Equipment. All warranties of the supplier and/or manufacturer in respect of the Equipment are hereby transferred by 81 Capital to Lessee, to the extent transferable and only for and during the term of this Lease (including any renewal thereof). Lessee acknowledges that where any consent to or approval of such transfer is required, it will be the responsibility of Lessee to obtain such consent or approval from each such supplier and/or manufacturer and, so long as no Event of Default (as defined in Section 15) has occurred, 81 Capital will provide reasonable assistance in that regard, at the expense of Lessee. If, after making commercially reasonable efforts, Lessee is not able to obtain from any such supplier or manufacturer the required consent or approval, then 81 Capital agrees to provide reasonable assistance to Lessee, if requested to do so by Lessee in writing and at the expense of Lessee, in Lessee's enforcement of its claim against such supplier or manufacturer, provided that 81 Capital shall not be required to provide any assistance to Lessee if an Event of Default (as defined in Section 15) has occurred or if Lessee does not have, in the sole determination of 81 Capital (acting reasonably), the financial ability to pay 81 Capital 's expenses and any other amounts payable by Lessee under the indemnity in Section 8.
6. **Location and Condition of Equipment.** Lessee agrees to keep the Equipment at the Equipment Location. Lessee agrees to allow 81 Capital the right to inspect the Equipment including its condition and its state of repair and maintenance and the records maintained in connection with the Equipment at any time, and to allow 81 Capital reasonable access to the Equipment Location (including, for greater certainty, any premises at the Equipment Location in which any of the Equipment is located) and the Equipment for such purposes. Lessee shall not sell, transfer or otherwise dispose of the Equipment, except as expressly permitted in accordance with the Builder Agreement (as defined in Schedule A). Lessee agrees to keep the Equipment free and clear of all liens, security interests and encumbrances of every kind. Lessee shall be responsible for arranging for the delivery and installation of the Equipment at its own expense and shall, at its own expense, keep the Equipment in as good a condition as when delivered, reasonable wear and tear excepted. Lessee shall not make any alterations, modifications or additions to the Equipment, without the prior written consent of 81 Capital.
7. **Scope of Work; Maintenance.** 81 Capital will not be required to do any work or provide any services related to the Equipment under this Lease. Lessee shall enter into, at its own expense, and maintain in effect for the term of this Lease (including any renewal thereof) a maintenance contract with the manufacturer or with a reputable service company, which is acceptable to 81 Capital in its sole discretion, acting reasonably. Lessee will deliver to 81 Capital a complete copy of such maintenance contract and all supporting documents relating thereto.
8. **Operation of Equipment; Indemnity.** Lessee assumes all risks and liability for the Equipment. Lessee agrees to indemnify and save 81 Capital and its successors and assigns harmless from any and all expenses, claims and damages, however caused, arising out of, or resulting from (i) the selection, delivery, installation, possession, lease, use, operation, purchase or return of the Equipment, (ii) any personal injury or death or damage to property caused by any of the Equipment, (iii) the failure by Lessee to provide and maintain or cause to be provided and maintained insurance required by this Lease, (iv) rejection by Lessee of any of the Equipment (with or without cause) or (v) assisting Lessee in enforcing any claims against the supplier and/or manufacturer of any of the Equipment. This indemnification will survive termination of this Lease.
9. **Legal Compliance and Taxes.** Lessee will comply with, and will use and maintain the Equipment according to, the manufacturer's specifications and all other requirements under applicable law and any insurance policies relating to the Equipment and its proper operation and maintenance, including all conditions to maintaining any warranties in effect and any requirements with regard to surroundings, furnishings and electrical wiring. Except as otherwise specifically provided herein, Lessee shall pay when due all taxes and other charges of any kind whatever now or in the future imposed by any government or public authority or agency related to the lease, possession, use, operation or maintenance of the Equipment. Lessee's obligations under this Section will survive the expiration or termination of this Lease.
10. **Licenses.** At all times during the term of this Lease, including any renewal thereof, Lessee shall maintain in full force and effect all certificates, licenses, registrations, permits and authorizations required by applicable law to be maintained in respect of the use or operation of the Equipment.
11. **Insurance.** During the term of this Lease, including any renewal thereof, Lessee shall maintain insurance covering the Equipment and against third party liability (including liability imposed on 81 Capital or Lessee for injury to, or death of, persons, or damage to or destruction of property), including extended warranty insurance for the Equipment. Lessee shall maintain all such insurance at its own expense except, in the case of extended warranty insurance, where Schedule A indicates that the expense thereof has been included in the Lease Payment. The insurance shall be in amounts, in form and with insurers acceptable to 81 Capital. Each insurance policy shall name 81 Capital and its successors and assigns as additional insureds and first loss payees and shall contain a clause requiring the insurer(s) thereof to give 81 Capital at least 30 days' prior written notice of a revision to its provisions or of its cancellation and shall stipulate that the insurance, as to the interests of 81 Capital and its successors and assigns, shall not be invalidated by any act or omission of Lessee. Lessee hereby appoints 81 Capital as its agent and attorney to make claims and receive payment in accordance with the provisions of such policies. So long as no Event of Default (as defined in Section 15) has occurred, proceeds of insurance (other than extended warranty insurance) shall, at the option of 81 Capital , be disbursed against satisfactory invoices for repair or replacement of the affected Equipment or shall be retained by 81 Capital for application against Lessee's obligations under this Lease and if the insurance proceeds received are less than the Casualty Value (as defined below), Lessee shall pay on demand to 81 Capital the full amount of such deficiency.

The total or partial loss of the Equipment for any reason whatsoever or its use or possession shall not relieve Lessee of its obligations and liabilities under this Lease.

12. **Equipment Risks.** If the Equipment or any part thereof which, in 81 Capital 's opinion, is material, is lost, damaged beyond repair, destroyed, stolen, condemned, confiscated, seized or expropriated at any time during the term of this Lease or any renewal thereof, Lessee shall notify 81 Capital of that event and, unless 81 Capital specifies otherwise in writing, will immediately on demand pay to 81 Capital the Casualty Value less the net amount of any insurance proceeds paid to 81 Capital as a result of the occurrence of any such event. **"Casualty Value"** means an amount equal to the present value of all unpaid and future Lease Payments due under this Lease to the Scheduled Lease End or the expiry of any renewal period, as applicable, discounted at a rate per annum equal to 5% per annum, plus all other amounts owing by Lessee under this Lease.
13. **Representations and Warranties.** Lessee represents and warrants to 81 Capital that: (a) it is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and it has the power and capacity to enter into the transactions contemplated by this Lease; (b) this Lease has been duly authorized by all necessary corporate action on the part of Lessee, has been duly executed and delivered on its behalf by its proper officers duly authorized in that regard, and constitutes a legal, valid and binding obligation of Lessee, enforceable against it in accordance with its terms; (c) the execution, delivery and observance and performance of this Lease does not and will not result in a breach of, constitute a default under, or contravene any provision of, the articles or by-laws of Lessee, any law or any judgment, decree or order applicable to Lessee or any agreement to which it is bound or result in the creation of any lien, security interest or other encumbrance in the property or assets of Lessee; (d) there are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened in any court or tribunal or before any competent authority against Lessee or any of its property or assets; and (e) all financial information provided at any time by Lessee to 81 Capital , including any financial statements, are accurate and complete.
14. **Renewal; Purchase of Equipment.** This Lease shall be automatically renewed on a continuing month-to-month basis at the Scheduled Lease End on the same terms as during the term of this Lease (except as modified by this Section). Lessee shall pay 81 Capital an amount equal to the amount of the Lease Payment in effect during the last month of the term of this Lease for each month or part of a month beyond the Scheduled Lease End. Lessee may terminate this automatic renewal upon 30 days' prior written notice to 81 Capital that Lessee wishes to purchase all, but not less than all, of the Equipment and specifying in such notice the date on which Lessee wishes to complete the purchase of the Equipment (the **"Purchase Date"**), which Purchase Date must be the last business day of a month and must occur not less than 30 days after receipt by 81 Capital of such written notice. The purchase price for the Equipment (the **"Purchase Price"**) shall be the ten dollar ($10.00) at such time plus the Administration Fee (as specified in Schedule A) plus all applicable taxes thereon. After payment of the Purchase Price and all other amounts owing by Lessee under this Lease, and provided that no Event of Default has occurred, 81 Capital shall sell the Equipment to Lessee on the Purchase Date on an "as is, where is" basis, without any recourse, representation, warranty or condition from 81 Capital (whether express, implied, statutory or otherwise) except that the Equipment is being sold by 81 Capital to Lessee free and clear of any security interest created by 81 Capital .
15. **Events of Default.** The occurrence or happening of any one or more of the following events will constitute an **"Event of Default"** under this Lease:
    (a) if Lessee fails to pay any Lease Payment or any other amount owing under this Lease on its due date;
    (b) if Lessee removes or attempts to remove any part of the Equipment from the Equipment Location without 81 Capital 's consent in writing;
    (c) if Lessee encumbers or transfers ownership or sublets any part of the Equipment without 81 Capital 's consent, except as expressly permitted in accordance with the Builder Agreement (as defined in Schedule A);
    (d) if Lessee fails to observe any other terms or conditions of this Lease;
    (e) a proceeding is started by or against Lessee under any bankruptcy, insolvency, winding-up or other similar law, or Lessee becomes bankrupt or insolvent, or if any creditor or any government authority seizes any of the Equipment;
    (f) a writ, execution, attachment or similar process is issued or levied against any Equipment or a substantial part of Lessee's property;
    (g) if Lessee is a corporation, Lessee amalgamates with any other corporation without 81 Capital 's written consent, or if any action is taken to wind-up, liquidate or dissolve Lessee;
    (h) if any representation or warranty made or deemed to have been made by Lessee in this Lease or in any other document or certificate furnished to 81 Capital with or pursuant to this Lease, is at any time untrue or incorrect;
    (i) 81 Capital, acting in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance of any of Lessee's obligations under this Lease is or is about to be impaired or that any part of the Equipment is or is about to be placed in jeopardy; or
    (j) the occurrence of an Event of Default under and as defined in the Builder Agreement (as defined in Schedule A).
16. **Remedies Upon Default.** If any Event of Default occurs, 81 Capital may terminate this Lease and/or, in addition to any other right or remedy it may have at law, in equity, under any other agreement or otherwise, may, without notice except as required by applicable law, do any or all of the following, separately or together, in any order or combination:
    (a) **Repossession.** 81 Capital may enter wherever the Equipment is located (or 81 Capital believes that it is located) and repossess and remove it (if necessary, disconnecting it from any other property) and Lessee waives any claim for any damages to property or otherwise arising from such repossession.
    (b) **Sell or Dispose.** Without terminating or being deemed to have terminated this Lease, 81 Capital may sell, lease or otherwise dispose of the Equipment or any part thereof, at public or private sale, lease or other disposition, for cash or credit for such amounts and upon such terms as 81 Capital may reasonably determine. 81 Capital will apply the net proceeds from any sale, lease or other disposition of the Equipment (after 81 Capital has deducted all costs and expenses incurred by 81 Capital in enforcing its rights and remedies hereunder) against all or any of Lessee's obligations under this Lease.
    (c) **Recover Arrears.** 81 Capital may sue for arrears of any Lease Payment and any other amount owing by Lessee under this Lease.
    (d) **Damages for Termination.** 81 Capital may require Lessee to pay immediately on demand damages suffered by 81 Capital as a result of the termination of this Lease. These damages will be equal to the Casualty Value plus all costs and expenses (including legal costs on a solicitor and own client basis) incurred by 81 Capital in enforcing the terms of this Lease. Lessee acknowledges and agrees that such damages are a genuine pre-estimate of 81 Capital's liquidated damages for loss of a bargain and are not a penalty.
    (e) **Mediation and Arbitration.** 81 Capital may require the mandatory and immediate mediation and arbitration of the Event of Default in accordance with Section 132 of the *Condominium Act* (Ontario).
    (f) **Enforcement of Security.** 81 Capital may enforce the security granted pursuant to Section 23. At any time the security granted pursuant to Section 23 becomes enforceable, 81 Capital shall have the right:
        (i) to appoint any person to be an agent or any person to be a receiver, manager or receiver and manager (herein called the "Receiver") of the Collateral and to remove any Receiver so appointed and to appoint another if 81 Capital so desires; it being agreed that any Receiver appointed pursuant to the provisions of this Agreement shall have all of the powers of 81 Capital hereunder, and
        (ii) to commence, continue or defend proceedings in any court of competent jurisdiction in the name of 81 Capital, the Receiver or the Lessee for the purpose of exercising any of the rights, powers and remedies set out in this Section 16(f), including the institution of proceedings for the appointment of a Receiver of the Collateral. The Receiver shall be deemed to be the agent of the Lessee for the purpose of establishing liability for the acts or omissions or the Receiver and 81 Capital shall not be liable for such acts or omissions and, without restricting the generality of the foregoing, the Lessee hereby irrevocably authorizes 81 Capital to give instructions to the Receiver relating to the performance of its duties as set out here.
17. **Provincial Waivers.** To the extent permitted by law, Lessee waives the benefit and protection of any legislation that restricts or limits the rights or remedies of 81 Capital under this Lease.
18. **Assignment.** 81 Capital may sell, assign, transfer, concurrently lease or otherwise dispose of, or grant a security interest or other encumbrance in, (collectively, a **"Transfer"**) all or any portion of 81 Capital's right, title or interest in the Equipment or this Lease or any part thereof to anyone else (a **"Transferee"**) without the consent of or notice to Lessee. Lessee hereby consents to the delivery by 81 Capital to any Transferee or prospective Transferee of such information concerning Lessee as may be in 81 Capital's possession and may be requested by such Transferee or prospective Transferee. Without 81 Capital's consent, the rights and obligations of Lessee under this Lease are not assignable by Lessee, provided that Lessee may assign its rights under this Lease to any condominium corporation incorporated pursuant to applicable law for purposes of establishing the Equipment Location as a condominium if such condominium corporation has agreed to assume, in a manner satisfactory to 81 Capital, all obligations of Lessee under this Lease. Subject to the foregoing, this Lease is binding and will enure to the benefit of the parties and their respective successors and permitted assigns, as applicable.
19. **Notices.** Any notice that 81 Capital sends to Lessee under this Lease and any demand for payment will be conclusively considered to have been received by Lessee (a) when 81 Capital delivers or sends by facsimile the notice or demand to Lessee or (b) on the 10th day after 81 Capital mails it to Lessee, at the latest address 81 Capital has for Lessee in its records.
20. **Miscellaneous.** All of Lessee's obligations under this Lease shall survive the termination of this Lease to the extent required for their full performance and observation. This Lease, the Builder Agreement (as defined in Schedule A) and the documents contemplated therein contain the entire agreement between Lessee and 81 Capital and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No waiver by 81 Capital of any default under this Lease or any of 81 Capital's rights or remedies shall be effective unless in writing. Any such waiver is not a waiver by 81 Capital of any other later default, whether similar or not, or a waiver of 81 Capital's right to exercise its rights or remedies in the future. Any provision of this Lease which is unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease. The captions, titles and section number appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease or its effect. No change or amendment to this Lease will be effective unless in writing and signed by both 81 Capital and Lessee, except that Lessee authorizes 81 Capital to correct patent errors and to complete (or attach to Schedule A) after the date of this Lease additional descriptive material in respect of all or any of the Equipment, including serial numbers. Lessee will provide all necessary further assurances, do all acts and sign all documents as 81 Capital may require from time to time to give effect to this Lease and to protect 81 Capital's rights hereunder. Lessee will deliver Lessee's audited financial statements to 81 Capital within 180 days of the expiry of each fiscal year of Lessee and will deliver such other financial information regarding Lessee as 81 Capital may from time to time request. If Lessee fails to perform any obligation under this Lease, 81 Capital may, at its option, perform the obligation, without waiving or curing any breach of this Lease from such failure, and Lessee shall reimburse 81 Capital upon demand for all costs and expenses incurred by 81 Capital in doing so. Time is of the essence of this Lease. Lessee acknowledges receiving an executed copy of this Lease. If more than one person has signed this Lease as lessee or has become bound by this Lease as lessee, their liability under this Lease will be joint and several. Any reference in this Lease to "including" means "including, without limitation".

21. **Governing Law.** This Lease will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.
22. **Paramountcy.** If there is any conflict between the provisions of this Lease and the provisions of the Builder Agreement (as defined in Schedule A), the provisions of such Builder Agreement shall prevail, provided that the presence of a provision in this Lease and the absence of that provision in such Builder Agreement shall not be construed as a conflict between such Builder Agreement and this Lease with respect to that provision.
23. **Additional Security.** As general and continuing security for the payment and performance of all of its obligations to 81 Capital under this Lease, the Lessee hereby grants to 81 Capital a security interest in (a) that portion of all common expenses payable to the Lessee by unit owners of the condominium managed by the Lessee which the Lessee requires to pay all amounts under this Lease, and (b) all personal property in any form derived directly or indirectly from the common expense payments described in (a) above (collectively, the "Collateral").

LESSOR: **81 Capital Inc.**	**LESSEE:** **Peel Standard Condominium Corporation No.1008**
By: _____	By: _____
Name/Title: John Nassar- Authorized Signing Officer	Name/Title: _____ – Secretary
	ATTACH LESSEE'S CHEQUE MARKED "VOID"

Schedule A to Lease Agreement dated February 28, 2017 (the "Lease") between 81 Capital Inc., as lessor, ("81 Capital") and Peel Standard Condominium Corporation No.1008, as lessee, ("Lessee")

This Schedule A (as amended, modified or replaced from time to time, **"this Schedule"**) is attached to and incorporated into the Lease. Capitalized terms used and not defined in this Schedule A will have the meanings given to them in the Lease.

1. Description of Equipment.

See Schedule B attached.

2. Equipment Location. 2560 Eglinton Avenue West, Mississauga, Ontario.

3. Term and Rental Provisions.

Start Date:	**April 1st, 2017**
Lease Payment Commencement Date:	**April 1st, 2017**
Scheduled Lease End:	120 months from the Lease Payment Commencement Date
Lease Payment:	**$1,164.43** per month plus all applicable taxes thereon, payable in accordance with the provisions of the Lease.
Administration Fee:	$300.00 (only payable if purchase option exercised – see Section 14 of the Lease)
Security Deposit:	Not Applicable
Expense of Extended Warranty Insurance included in Lease Payment:	No.
Interim Rent Payable:	No

4. Interim Rent. If paragraph 3 above indicates that interim rent is payable under the Lease, then Lessee shall pay 81 Capital on the Lease Payment Commencement Date interim rent with respect to the Equipment as invoiced by 81 Capital monthly at an annual rate of interest of 6.75% calculated and payable monthly for the period from and including the Start Date to and excluding the Lease Payment Commencement Date.

5. Builder Agreement. For the purpose of the Lease, "**Builder Agreement**" means a builder agreement dated as of January 31, 2017, between Lessee and 81 Capital, as it may be amended, supplemented, restated or otherwise modified from time to time.

6. Opportunity to Cure Events of Defaults. 81 Capital and Lessee agree that the Lessee will have 7 days from the date of the Event of Default to cure a monetary Event of Default and 15 days from the date of the Event of Default to cure a non-monetary Event of Default after which time, if the Event of Default is not cured by the Lessee 81 Capital may elect to pursue it's remedies as defined in section 16 "Remedies Upon Default".

LESSOR:	LESSEE:
81 Capital Inc.	**Peel Standard Condominium Corporation No. 1008**
By:_____ **Name: John Nassar** **Title: Authorized Signing Officer**	**By:**_____ **Name:** **Title: Secretary**

SCHEDULE B to Lease Agreement dated February 28, 2017 (the "Lease") between 81 Capital Inc., as lessor, ("81 Capital") and Peel Standard Condominium Corporation No.1008, as lessee, ("Lessee")

This Schedule B (as amended, modified or replaced from time to time, **"this Schedule"**) is attached to and incorporated into the Lease. Capitalized terms used and not defined in this Schedule B will have the meanings given to them in the Lease.

1. Description of Equipment.

Energy saving equipment, software, and related components.

The serial # is M16471 AHU-1.

The model # is LM45/C

LESSOR: **81 Capital Inc.** **By:**_____ **Name: John Nassar** **Title: Authorized Signing Officer**	**LESSEE:** **Peel Standard Condominium Corporation No.1008** **By:**_____ **Name:** **Title: Secretary**

of Ontario

Document General

Form 4 — Land Registration Reform Act

By-Law No. 9

D

FOR OFFICE USE ONLY

Number/Numéro PR3095779

CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ

MAR 17 2017 12:04

PEEL (43) BRAMPTON Land Registrar/Registrateur

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property
20008-0001 (LT) to 20008-0931 (LT)
(Both inclusive)
Additional: See Schedule ☐

(4) Nature of Document
Condominium BY-LAW NO. 9

(5) Consideration
NIL
Dollars $

(6) Description
All Units on all Levels and Common Elements comprising Peel Standard Condominium Plan No. 1008

City of Mississauga
Region of Peel
Peel Land Registry Office (No. 43)

New Property Identifiers
Additional: See Schedule ☐

Executions
Additional: See Schedule ☐

(7) This Document Contains: (a)Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
SEE SCHEDULE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008	Per: [signature]	2017	03	16
	Name: Judy Lem			
	Title: Secretary			
	I have authority to bind the Corporation			

(11) Address for Service: 20 Queen Street, West, Suite 3400, Toronto, ON M5H 3R3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property
[illegible]0 Eglinton Ave. W
[illegible]ssissauga ON

(15) Document Prepared by:
Melissa Jean-Gilles
BRATTYS LLP
Suite 200
7501 Keele Street
Vaughan, Ontario
L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using *The Conveyancer*

2

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 9 attached hereto is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 16 day of March, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation

3

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

BY-LAW NO. 9

Be it enacted as a by-law of PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008 (hereinafter referred to as the "Corporation" or "this Corporation") as follows:

1. That the Corporation fully release the easements registered under Instrument No. PR2506167 from a portion of the servient lands being part of PIN 13400-0138(LT) described as Part of Lot 12, Registrar's Compiled Plan 1003, designated as Parts 1 to 7 inclusive, 43R-37421; Mississauga (the "Easement").

2. That the Secretary of the Corporation be and she is hereby authorized to execute, on behalf of the Corporation, the Release of Easement, together with all other documents or instruments which are ancillary to the release including without limitation, all instruments or affidavits which may be required in order to register the said Easement on the title to the Corporation's property and all instruments, etc., registered from time to time in order to give effect to the provisions of the Easement.

3. That all terms, provisions and conditions set out in the Easement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

4. PEEL STANDARD CONDOMINIUM CORPORATION NO. 322 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and certifies that the owners of a majority of the units of the Corporation have voted in favour of confirming the foregoing by-law.

DATED this 16 day of March, 2017.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1008

Per: _____
Name: Judy Lem
Title: Secretary

I have authority to bind the Corporation.