

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC.**

Respondents

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, section 68 of the *Construction Lien Act*, R.S.O. 1990,
c. C.30, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

**MOTION RECORD
(VOLUME 3 OF 3)**

**(re: Purchaser Package Approval Order, Settlement Approval Order,
Beach Project Order, and Receivership Administration Order)**

Returnable May 2, 2017

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Canada Inc., in its capacity as both Receiver and
Manager and Construction Lien Trustee of the
assets, undertakings and property of Urbancorp
(Leslieville) Developments Inc., Urbancorp
(Riverdale) Developments Inc., and Urbancorp
(The Beach) Developments Inc.

**TO: ATTACHED MASTER SERVICE LIST
SUPPLEMENTARY SERVICE LIST (TO BE FILED)**

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MOTION RECORD

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Court File No. CV-16-11409-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 2 nd
)	
MR. JUSTICE NEWBOULD	)	DAY OF MAY, 2017

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
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c. C.30, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

**ORDER
(RE: LESLIEVILLE PROJECT
PURCHASER PACKAGE APPROVAL ORDER)**

THIS MOTION, made by Alvarez & Marsal Canada Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended, and in its capacity as construction lien trustee (in such capacity, the “**Construction Lien Trustee**”), pursuant to section 68 of the *Construction Lien Act*, R.S.O. 1990, c.C.30, as amended (the Receiver, together with the Construction Lien Trustee, the “**Construction Receiver**”), of all of the assets, undertakings, and property acquired for, or used in relation to the business, including all proceeds thereof (the “**Property**”) of

Urbancorp (Leslieville) Developments Inc. (“**UC Leslieville**”), Urbancorp (Riverdale) Developments Inc. (“**UC Riverdale**”) and Urbancorp (The Beach) Developments Inc. (“**UC Beach**”, together with UC Riverdale, the “**Guarantors**”, and the Guarantors, together with UC Leslieville, the “**Debtors**”), for an order, *inter alia*, (a) approving the form of Purchaser Information Package to be distributed to each UC Leslieville Purchaser and the manner of dissemination to each UC Leslieville Purchaser in relation thereto, (b) authorizing the Construction Receiver to execute each New APS and the certificate required on the Disclosure Documentation, in each case, in lieu of and on behalf of UC Leslieville, without any personal or corporate liability on the part of the Construction Receiver, and (c) establishing a procedure to allow each UC Leslieville Purchaser to opt-in to the Proposed Settlement, was heard this day in Toronto, Ontario.

ON READING the Notice of Motion and the Second Report of the Construction Receiver dated April 21, 2017 (the “**Second Report**”), and on hearing the submissions of counsel for the Construction Receiver, Canadian Imperial Bank of Commerce (as administrative agent and lender), the Ad Hoc Leslieville Purchasers, Terra Firma Capital Corporation, Travelers Guarantee Corporation of Canada, and Tarion Warranty Corporation, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of [INSERT NAME] sworn [DATE], 2017 filed,

DEFINITIONS

1. **THIS COURT ORDERS** that capitalized terms not defined in this Order and preamble shall have the meanings given to them in the order of the Court dated April 19, 2017 approving the proposed settlement with respect to the Leslieville Project (the “**Settlement Approval Order**”).

APPROVAL OF PURCHASER INFORMATION PACKAGE

2. **THIS COURT ORDERS** that:

- (a) the settlement notice letter, substantially in the form attached as **Schedule “A”** hereto (the “**Settlement Notice Letter**”),

- (b) the Opt-In Letter (as defined herein), substantially in the form attached as **Schedule “B”** hereto,
- (c) the form of New APS for each Existing Leslieville Purchaser, substantially in the form attached as **Schedule “C-1”** hereto (the “**New APS**”),
- (d) the addendum to the New APS from Tarion Warranty Corporation, forming part of the New APS and substantially in the form attached as **Schedule “C-2”** (the “**Tarion Addendum**”),
- (e) the Disclosure Documentation, substantially in the form attached as **Schedule “D”** hereto (the “**Disclosure Documentation**”),
- (f) the acknowledgement that, *inter alia*, the Existing Leslieville Purchaser has received an executed New APS and Disclosure Statement, substantially in the form attached as **Schedule “E”** hereto (the “**Acknowledgement**”), and
- (g) the Irrevocable Direction (as defined herein), substantially in the form attached as **Schedule “F”** hereto,

(collectively, the “**Purchaser Information Package**”)

are hereby approved, subject to the Construction Receiver making any non-material amendments to such forms as the Construction Receiver may consider desirable or necessary.

3. **THIS COURT ORDERS** that the Construction Receiver is hereby authorized to use and entitled to rely on the information contained in Confidential Appendix “A” to the Second Report (the “**Confidential Appendix**”) in completing the Purchaser Information Package for each Existing Leslieville Purchaser.

4. **THIS COURT ORDERS** that the Construction Receiver be and is hereby authorized to execute each New APS and the certificate required in the Disclosure Documentation, once completed in accordance with paragraph 3, in each case, for and on behalf of UC Leslieville as declarant, subject to the Construction Receiver making any non-material amendments as the Construction Receiver may consider necessary or desirable. For greater

certainty, the Construction Receiver is not a “declarant” within the meaning of the *Condominium Act* (Ontario) and shall not be liable for the obligations of a declarant arising thereunder.

DISSEMINATION OF PURCHASER INFORMATION PACKAGE

5. **THIS COURT ORDERS** that, as soon as reasonably practicable, but in any event no later than four Business Days after this Order is granted, the Construction Receiver shall deliver, or cause to be delivered, the Purchaser Information Package to each Existing Leslieville Purchaser by:

- (a) e-mailing and couriering a copy of the Purchaser Information Package and a copy of the Second Report to each Ad Hoc Leslieville Purchaser using the addresses and e-mails provided to the Construction Receiver by counsel to the Ad Hoc Leslieville Purchasers; and
- (b) e-mailing and couriering a copy of the Purchaser Information Package and a copy of the Second Report to all other Existing Leslieville Purchasers based on the last known contact information contained in the books and records of the Debtors, or such updated contact information provided by such Existing Leslieville Purchaser to the Construction Receiver in writing.

6. **THIS COURT ORDERS** that, as soon as reasonably practicable following the issuance of this Order, the Construction Receiver shall post an electronic copy of the Purchaser Information Package on the Construction Receiver’s website at www.alvarezandmarsal.com/urbancorp.

OPT-IN DEADLINE

7. **THIS COURT ORDERS** that all Existing Leslieville Purchasers who wish to purchase a Unit pursuant to the New APS (each an “**Opt-In Leslieville Purchaser**”) must deliver to the Construction Receiver before 5:00 pm (EST) on May 19th, 2017, or such later date as the Construction Receiver may agree or as ordered by the Court (the “**Opt-In Deadline**”), duly completed and executed copies of the following documents:

- (a) the letter appended as **Schedule “A”** to the Settlement Notice Letter (the “**Opt-In Letter**”) indicating the intention of such Opt-In Leslieville Purchaser opt-in to the proposed settlement and purchase their Unit on the terms and conditions set forth in the New APS;
- (b) the New APS delivered to such Opt-In Leslieville Purchaser as part of the Purchaser Information Package;
- (c) the Tarion Addendum;
- (d) the Acknowledgement;
- (e) if such Opt-In Leslieville Purchaser is a Leslieville Assignee who paid to a Leslieville Assignor the full amount of the purchase price deposit monies outstanding under the Original Leslieville APS (such amount being, the “**Old Deposit**”), evidence satisfactory to the Construction Receiver, in its sole and absolute discretion, of payment of the full amount of the Old Deposit to the Leslieville Assignor;
- (f) if such Opt-In Leslieville Purchaser is a Leslieville Assignee who paid all of the Old Deposit to a real estate broker or lawyer in trust (the “**Deposit Holder**”) and any portion of the Old Deposit remains held in trust by the Deposit Holder, a signed irrevocable direction to the Deposit Holder directing the Deposit Holder to release the entire remaining portion of the Old Deposit held in trust to the Leslieville Assignor; such irrevocable direction to be held by the Construction Receiver in escrow to be released upon the Settlement Conditions (as defined in the New APS) being satisfied or waived (the “**Irrevocable Direction**”);
- (g) if such Opt-In Leslieville Purchaser is a Leslieville Assignee who paid to a Leslieville Assignor some but less than all of the full amount of the Old Deposit and paid to a Deposit Holder the balance of the Old Deposit (the “**Old Deposit Balance**”), evidence satisfactory to the Construction Receiver, in its sole and absolute discretion, of payment of the amount of the Old Deposit paid to the

Leslieville Assignor, together with an Irrevocable Direction directing the Deposit Holder to release the balance of the amounts held by the Deposit Holder to the Leslieville Assignor; such Irrevocable Direction to be held in escrow by the Construction Receiver to be released upon the Settlement Conditions (as defined in the New APS) being satisfied or waived; and

- (h) if such Opt-In Leslieville Purchaser is a Leslieville Assignee who paid to a Leslieville Assignor some but less than all of the full amount of the Old Deposit and has not paid the Old Deposit Balance to a Deposit Holder, evidence satisfactory to the Construction Receiver, in its sole and absolute discretion, of payment of the amount of the Old Deposit paid to the Leslieville Assignor, together with payment of the Old Deposit Balance to the Construction Receiver in the manner set out in the Settlement Notice Letter; such Old Deposit Balance to be held by the Construction Receiver in escrow to be released upon the Settlement Conditions (as defined in the New APS) being satisfied or waived.

(collectively, the “**Opt-In Package**”).

8. **THIS COURT ORDERS** that the Opt-In Package will be sufficiently delivered by an Opt-In Leslieville Purchaser to the Construction Receiver only if it is delivered by such Opt-In Leslieville Purchaser to the Construction Receiver by courier, personal delivery, or email (and if by e-mail, delivering to the Construction Receiver an originally executed Opt-In Package within three (3) Business Days) addressed to:

Urbancorp (Leslieville) Developments Inc.,
c/o Alvarez & Marsal Canada Inc., in its capacity as
Court Appointed Receiver and Manager and Construction
Lien Trustee of Urbancorp (Leslieville) Developments Inc.,
Urbancorp (Riverdale) Developments Inc. and Urbancorp
(The Beach) Developments Inc.

RE: Urbancorp (Leslieville) Settlement
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1

Attention: Ryan Gruneir
Telephone: 416-847-5151
Email: rgruneir@alvarezandmarsal.com

9. **THIS COURT ORDERS** that the Opt-In Package delivered by an Opt-In Leslieville Purchaser shall be deemed to be received upon actual receipt by the Construction Receiver thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

10. **THIS COURT ORDERS AND DECLARES** that the rescission rights of an Opt-In Leslieville Purchaser under sections 73(2) of the *Condominium Act* (Ontario) shall expire ten (10) days from the date the Construction Receiver receives a completed and executed Opt-In Package from such Opt-In Leslieville Purchaser (such date being, the “**Rescission Bar Date**”).

11. **THIS COURT ORDERS** that each Existing Leslieville Purchaser (a) who does not deliver a fully executed Opt-In Package by the Opt-In Deadline in accordance with this Order, or (b) exercises its right of rescission in accordance with the terms of its New APS by the Rescission Bar Date, in each case, shall not be counted to satisfy the Opt-In Threshold and such New APS will be null and void and of no force and effect.

SEALING OF CONFIDENTIAL APPENDIX

12. **THIS COURT ORDERS** that, subject to further order of the Court, Confidential Appendix “A” to the Second Report shall be sealed, kept confidential, and not form part of the public record, but rather be placed, separate and apart from all other contents of the Court file, in a sealed envelope with a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of the Court.

GENERAL

13. **THIS COURT ORDERS** that the activities to be completed by the Construction Receiver as contemplated by this Order shall be completed by the Construction Receiver solely in its capacity as Construction Receiver, and not in its personal or corporate capacity, and shall

be without any liability on the part of the Construction Receiver or its directors, officers, agents and employees.

SCHEDULE "A"

FORM OF SETTLEMENT NOTICE LETTER



**IMPORTANT
SETTLEMENT NOTICE LETTER
ACTION REQUIRED TO OPT-IN**

**Opt-In Deadline: May 19th, 2017
at 5:00 p.m. (Toronto Time)**

**PLEASE READ THIS NOTICE CAREFULLY
AS IT MAY AFFECT YOUR LEGAL RIGHTS**

[Contact Info of Existing Leslieville Purchaser]

Dear [Name of Existing Leslieville Purchaser],

Re: Urbancorp (Leslieville) Developments Inc. (“UC Leslieville”), developers of the project at 50 Curzon Street, Toronto (the “Leslieville Project”) Proposed Unit # [●] (as shown in the preliminary draft plan of condominium attached hereto (the “Draft Plan of Condominium” as Unit # [●])

We are writing to you in your capacity as a purchaser (each an “**Original Purchaser**”) of a condominium townhome located at 50 Curzon Street, Toronto, Ontario (the “**UC Leslieville Townhome Unit**”), pursuant to an agreement of purchase and sale between you and UC Leslieville (the “**Original Leslieville APS**”), or as an assignee (the “**Leslieville Assignee**”) of an Original Leslieville APS from an Original Purchaser with respect to your UC Leslieville Townhome Unit (each Original Purchaser and Leslieville Assignee being an “**Existing Leslieville Purchaser**”). If you are an Original Purchaser who has assigned your Original Leslieville APS to a Leslieville Assignee (a “**Leslieville Assignor**”), you are not entitled to opt-in to the Proposed Settlement (as defined below) and all references to Original Purchaser herein shall exclude any Leslieville Assignor.

By order of the Ontario Superior Court of Justice (the “**Court**”) dated May 31, 2016, Alvarez & Marsal Canada Inc. was appointed as receiver and manager (the “**Receiver**”) pursuant to the *Bankruptcy and Insolvency Act* (Canada) and *Courts of Justice Act* (Ontario) and as construction lien trustee pursuant to the *Construction Lien Act* (Ontario) (the “**Construction Lien Trustee**”) of all of the property, assets and undertakings of UC Leslieville, as well as two related companies, Urbancorp (Riverdale) Developments Inc. and Urbancorp (The Beach) Developments Inc. (collectively, the “**Debtors**”). The Receiver and the Construction Lien Trustee are referred to herein as the “**Construction Receiver**”.



We are writing to inform you of a proposed settlement (the “**Proposed Settlement**”) that has been reached between the Construction Receiver and certain stakeholders of UC Leslieville (the “**Stakeholders**”) and approved by order of the Court on May 2nd, 2017 (the “**Settlement Approval Order**”). The Proposed Settlement provides you with an opportunity to purchase your UC Leslieville Townhome Unit for an increased purchase price and on the other terms and conditions set out in a new agreement of purchase and sale between you, as purchaser, and UC Leslieville by its Construction Receiver, as vendor, which is attached hereto as Schedule “**C-1**” (your “**New APS**”). The Settlement Approval Order also approved, among other things, (i) the repudiation and deemed termination of your Original Leslieville APS, together with all related amendments and ancillary agreements, and (ii) the material agreements in respect of the construction, development, and financing of the Leslieville Project as part of the Proposed Settlement (the “**Settlement Definitive Agreements**”).

On May 2nd, 2017, the Court also granted the following orders in connection with the Proposed Settlement (each, a “**Settlement Order**”, and collectively with the Settlement Approval Order, the “**Settlement Orders**”, the Settlement Approval Order also being an “**Settlement Order**”):

- (i) an order (the “**Purchaser Package Approval Order**”) authorizing the Construction Receiver to deliver to you this enclosed information package, which provides you with information with respect to your New APS and the Proposed Settlement (the “**Purchaser Information Package**”);
- (ii) an order (the “**Beach Project Order**”) approving the sale process of properties associated with the Urbancorp (The Beach) Developments Inc. project; and
- (iii) an order (the “**Receivership Administration Order**”) which, among other things, authorizes an increase of borrowings by the Construction Receiver.

A copy of the Settlement Approval Order and the Purchaser Package Approval Order is attached as **Schedule “S” and “P”** to your New APS. Copies of the Beach Project Order, the Receivership Administration Order and the Settlement Definitive Agreements are available on the Construction Receiver’s website at www.alvarezandmarsal.com/urbancorp.

THE INFORMATION CONTAINED IN THIS LETTER IS BEING PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE LEGAL ADVICE. THE CONSTRUCTION RECEIVER DOES NOT REPRESENT OR WARRANT, AND YOU SHOULD NOT RELY UPON, THE COMPLETENESS OR ACCURACY OF THE TERMS AND CONDITIONS OF THE PROPOSED SETTLEMENT DESCRIBED HEREIN OR HOW IT MAY AFFECT YOUR LEGAL RIGHTS.

YOU SHOULD READ ALL OF THE DOCUMENTATION IN THE ATTACHED PURCHASER INFORMATION PACKAGE AND SEEK LEGAL ADVICE REGARDING YOUR RIGHTS AND OBLIGATIONS IN CONNECTION WITH THE PROPOSED SETTLEMENT AND YOUR NEW APS



Your New APS will **not** become effective unless the following conditions are satisfied or waived on or before the dates listed below (the “**Settlement Conditions**”):

1. the Construction Receiver has received a fully completed and executed Opt-In Package (as defined below) from you by the Opt-In Deadline Date (as defined below) and you have not rescinded your New APS by the Rescission Bar Date applicable to you;
2. the Settlement Approval Order becomes effective pursuant to its terms and the Construction Receiver has filed a certificate with the Court confirming the same on or before the Outside Date;
3. each of the Settlement Orders becomes a “final” order of the Court on or before August 31, 2017 (as such date may be extended from time to time in accordance with the terms of the Settlement Approval Order, the “**Outside Date**”), which means that none of the Settlement Orders are appealed before the expiry of the appeal period, or if any Settlement Order is appealed, such appeal is finally determined in favour of the Construction Receiver. The Construction Receiver is under no obligation to defend or respond to any appeal of any of the Settlement Orders; and
4. all of the conditions precedent under the Settlement Definitive Agreements have been satisfied or waived in accordance with such Settlement Definitive Agreements on or before the Outside Date.

If all of the Settlement Conditions are not satisfied or waived, your New APS will become null and void and of no force and effect.

A. YOUR PURCHASER INFORMATION PACKAGE

Pursuant to the Purchaser Package Approval Order, the Construction Receiver has been authorized to deliver to you a Purchaser Information Package consisting of:

1. this Settlement Notice Letter;
2. **Schedule “A”** – an acknowledgment letter to be signed by you if you decide to opt-in to the Proposed Settlement (the “**Opt-In Letter**”);
3. **Schedule “B-1”** – your New APS (and all schedules thereto), which has been executed by UC Leslieville by its Construction Receiver, and which you shall execute and return by the Opt-In Deadline (set out below) if you choose to opt-in to the Proposed Settlement; and
4. **Schedule “B-2”** – an addendum (the “**Tarion Addendum**”) to your New APS from Tarion Warranty Corporation (“**Tarion**”) which forms part of your New APS and which you shall execute and return by no later the Opt-In Deadline (set out below) if you choose to opt-in to the Proposed Settlement;
5. **Schedule “C”** – a Disclosure Statement and accompanying documentation being:
 - (i) the first year budget statement,



- (ii) the proposed Declaration, By-laws and Rules for the proposed UC Leslieville condominium,
 - (iii) the proposed condominium management agreement with FirstService Residential, and
 - (iv) a preliminary Draft Plan of Condominium, highlighting your Unit, (collectively, the “**Disclosure Documentation**”), which provides you information regarding the proposed freehold standard condominium corporation for the Leslieville Project;
6. **Schedule “D”** – an acknowledgement that you have received an executed New APS and Disclosure Statement and that the ten (10) day rescission period under Section 73 of the *Condominium Act* has commenced on the date of execution thereof (the “**Acknowledgement**”); and
7. **Schedule “E”** – an Irrevocable Direction, as defined below.

B. OPTING-IN TO THE PROPOSED SETTLEMENT

If you would like to participate in the Proposed Settlement, you must execute and deliver to the Construction Receiver by the Opt-In Deadline (set out below) the following documents (collectively, the “**Opt-In Package**”):

- i. A signed and fully completed copy of the Opt-In Letter, as attached hereto as **Schedule “A”**.
- ii. A signed and fully completed copy of your New APS, as attached hereto as **Schedule “B-1”**.
- iii. A signed and fully completed copy of the Tarion Addendum, as attached hereto as **Schedule “B-2”**.
- iv. A signed and fully completed copy of the Acknowledgement, as attached hereto as **Schedule “D”**.
- v. If you are a Leslieville Assignee who paid to a Leslieville Assignor the full amount of the purchase price deposit monies outstanding under the Original Leslieville APS (such amount being, the “**Old Deposit**”), then you must also provide evidence satisfactory to the Construction Receiver, in its sole and absolute discretion, of payment of the full amount of the Old Deposit to the Leslieville Assignor. For greater certainty, any monies paid for upgrades will not be considered to form part of the Old Deposit.
- vi. If you are a Leslieville Assignee who paid all of the Old Deposit to a real estate broker or lawyer in trust (the “**Deposit Holder**”) and any portion of the Old Deposit remains held in trust by the Deposit Holder, then you



- vii. must also provide a signed irrevocable direction, as attached hereto as **Schedule "E"** (the "**Irrevocable Direction**"), directing the Deposit Holder to release the entire remaining portion of the Old Deposit to the Leslieville Assignor. Such Irrevocable Direction will be held by the Construction Receiver in escrow to be released upon the Settlement Conditions being satisfied or waived.
- viii. If you are a Leslieville Assignee who paid to a Leslieville Assignor some but less than all of the full amount of the Old Deposit and paid to a Deposit Holder the balance of the Old Deposit (the "**Old Deposit Balance**"), then you must also provide evidence satisfactory to the Construction Receiver, in its sole and absolute discretion, of payment of the amount of the Old Deposit paid to the Leslieville Assignor, together with an Irrevocable Direction directing the Deposit Holder to release the balance of the amounts still held by the Deposit Holder to the Leslieville Assignor. Together, the aggregate amount should be equal to the full amount of the Old Deposit paid by the Leslieville Assignor under the Original Leslieville APS. Such Irrevocable Direction will be held by the Construction Receiver in escrow to be released for remittance to the Deposit Holder upon the Settlement Conditions being satisfied or waived.
- ix. If you are a Leslieville Assignee who paid to a Leslieville Assignor some but less than all of the full amount of the Old Deposit and have not paid the Old Deposit Balance to a Deposit Holder, then you must also provide evidence satisfactory to the Construction Receiver of payment of the amount of the Old Deposit paid to the Leslieville Assignor, together with payment of the Old Deposit Balance to the Construction Receiver. Together, the aggregate amount should be equal to the full amount of the Old Deposit paid by the Leslieville Assignor under the Original Leslieville APS. The Old Deposit Balance will be held by the Construction Receiver in escrow to be released for remittance to the Leslieville Assignor upon the Settlement Conditions being satisfied or waived.



All Opt-In Packages, fully completed and executed by the Existing Leslieville Purchaser, must be delivered to the Construction Receiver **before 5:00 p.m. (Toronto Time) on May 19, 2017** (the “**Opt-In Deadline**”) by courier, personal delivery, or email transmission (provided if you deliver your Opt-In Package by email transmission, an originally signed copy must be provided to the Construction Receiver within three (3) business days) using the below contact information:

Urbancorp (Leslieville) Developments Inc.,
c/o Alvarez & Marsal Canada Inc., in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc., Urbancorp (Riverdale) Developments Inc. and Urbancorp (The Beach) Developments Inc.

RE: Urbancorp (Leslieville) Settlement
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1

Attention: Ryan Grunier
Telephone: 416-847-5151
E-mail: rgruneir@alvarezandmarsal.com

It is your sole responsibility to ensure that the Construction Receiver receives your Opt-In Package by the Opt-In Deadline. The Construction Receiver is not responsible for any lost deliveries.

OPT-IN PACKAGES, FULLY COMPLETED AND EXECUTED BY YOU, MUST BE RECEIVED BY THE OPT-IN DEADLINE OR YOU WILL NOT BE ABLE TO PARTICIPATE IN THE PROPOSED SETTLEMENT.

If you have not already done so, you should contact the Construction Receiver as soon as possible at the contact information above to arrange for an opportunity to view your UC Leslieville Townhome Unit before the Opt-In Deadline.



C. CONSEQUENCES OF OPTING-IN TO THE PROPOSED SETTLEMENT

If you return the fully completed and executed Opt-In Package to the Construction Receiver by the Opt-In Deadline:

1. In compliance with section 73 of the *Condominium Act* (Ontario), you will have ten (10) days from the date of execution of the Acknowledgement that is returned to the Construction Receiver with your fully completed and executed Opt-In Package to rescind your New APS (the “**Rescission Bar Date**”) by delivering written notice to that effect to the Construction Receiver by **5:00 p.m. (Toronto Time) on the Rescission Bar Date**. If you rescind your New APS, then you will be deemed to have opted-out of the Proposed Settlement.
2. If you do not rescind your New APS on or before the Rescission Bar Date, then, subject to the other Settlement Conditions being satisfied or waived, you will be bound to purchase your UC Leslieville Townhome Unit for the increased purchase price and on the other terms and conditions set out in your New APS.
3. On the closing of your New APS, you will be given credit under your New APS for the Old Deposit paid by you under the Original Leslieville APS and for any additional deposits paid by you under your New APS. No credit will be given for any deposits paid for upgrades under the Original Leslieville APS.
4. Your Original Leslieville APS will be repudiated and deemed to be terminated on the closing of your New APS.
5. If you default under your New APS, you will be liable to forfeit all of the deposit monies paid by you as an Original Purchaser or a Leslieville Assignee under both the Original Leslieville APS and your New APS, including any Old Deposit, upgrade monies and any additional deposits paid under your New APS.
6. In addition to all of the above:
 - a. if you are an Original Purchaser and your New APS is terminated through no fault on your part:
 - i. you will be entitled to return of the \$20,000 of new deposit monies paid by you to the Construction Receiver (for and on behalf of UC Leslieville) under your New APS;
 - ii. you will have a right to make a claim against Tarion and Travelers Guarantee Company of Canada (“**Travelers**”) for the deposit monies (if any) paid by you under your Original Leslieville APS as described in *Section D. Consequences of Not Opting-In to the Proposed Settlement* below; and



- iii. you will have no recourse against any property or assets in respect of the Debtors other than a possible unsecured claim against the estate of UC Leslieville, to the extent available at law.

- b. if you are a Leslieville Assignee and your New APS is terminated through no fault on your part,
 - i. you will be entitled to return of the \$20,000 of the additional deposit monies paid by you to the Construction Receiver (for and on behalf of UC Leslieville) under your New APS;
 - ii. except as otherwise provided for by an order of the Court, you will have such rights and remedies as may be available to you pursuant to your assignment agreement with the Leslieville Assignor and under the *Ontario New Home Warranty Plan Act*; and
 - iii. you will have no recourse against any property or assets in respect of the Debtors other than a possible unsecured claim against the estate of UC Leslieville, to the extent available at law.

D. CONSEQUENCES OF NOT OPTING-IN TO THE PROPOSED SETTLEMENT

If you do not return the fully completed and executed Opt-In Package to the Construction Receiver by no later than the Opt-In Deadline:

1. You will be deemed to have opted-out of the Proposed Settlement and your New APS will be null and void;
2. Your Original Leslieville APS in respect of the your UC Leslieville Townhome Unit will be repudiated and deemed to be terminated when the Settlement Approval Order becomes effective.
3. You will have no recourse against any property or assets in respect of the Debtors other than a possible unsecured claim against the estate of UC Leslieville;
4. In addition to all of the above,
 - a. if you are an Original Purchaser, you will retain only a right to make a claim:
 - i. against Tarion, in respect of the deposit monies you paid under the Original Leslieville APS, up to \$20,000; and
 - ii. against Travelers, in respect of any amounts paid under the Original Leslieville APS on account of deposits in excess of \$20,000, but excluding any deposits for upgrades.



- b. if you are a Leslieville Assignee, except as otherwise provided for by an order of the Court, you will only have such rights and remedies as may be available to you pursuant to your assignment agreement with the Leslieville Assignor and under the *Ontario New Home Warranty Plan Act*. You will have no recourse against any property or assets in respect of the Debtors other than a possible unsecured claim against the estate of UC Leslieville, to the extent available at law.

E. DEPOSIT CLAIMS TO TARIION AND TRAVELERS

Your entitlement to the return of all or any part of deposit monies paid by you from Tarion and Travelers will be determined and processed by Tarion and Travelers, as applicable, and not the Construction Receiver. Any recovery of deposit monies paid by you under the Original Leslieville APS will not include any monies paid on account of upgrades.

F. THE CONSTRUCTION RECEIVER

By executing and returning the fully completed and executed Opt-In Package to the Construction Receiver and opting-in to the Proposed Settlement, you acknowledge that the Construction Receiver, its agents, directors, officers and employees shall have no liability (personal, corporate, or otherwise) under, as a result of, or in connection with any obligations of UC Leslieville in respect of the Proposed Settlement, including in connection with your New APS and the Disclosure Documentation.

Any questions or concerns regarding this Settlement Notice Letter or your Purchaser Information Package should be addressed to the Construction Receiver at the above contact information. Access to any documents in respect of the receivership can be accessed on the Construction Receiver's website at <https://www.alvarezandmarsal.com/urbancorp>.

Yours truly,

ALVAREZ & MARSAL CANADA INC., solely in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc., Urbancorp (Riverdale) Developments Inc. and Urbancorp (The Beach) Developments Inc. and not in its personal or corporate capacity

Per: Tony Zaspalis
Senior Director



547
Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

Schedule "A"

Opt-In Letter



548
Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

Schedule "B-1"

New APS (including all Schedules)



549
Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

Schedule "B-2"
Tarion Addendum



550
Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

Schedule "C"
Disclosure Documentation



551
Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

Schedule "D"
Acknowledgement
[To be attached]



552
Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

Schedule "E"
Irrevocable Direction

SCHEDULE "B"

FORM OF OPT-IN LETTER



SETTLEMENT OPT-IN LETTER

TO: **Alvarez & Marsal Canada Inc.**, in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee of Urbancorp (Leslieville) Developments Inc., Urbancorp (Riverdale) Developments Inc. and Urbancorp (The Beach) Developments Inc

RE: Urbancorp (Leslieville) Settlement

Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900 P.O. Box 22
Toronto, Ontario M5J2J1

Ryan Grunier
Tel: 416-847-5151
Email: rgruneir@alvarezandmarsal.com

Capitalized terms not defined herein shall have the meaning given to it in Settlement Notice Letter dated **[Insert date]**.

I/we, _____ (*print name*) hereby acknowledge that I/we have received, read, understood and agree to the terms of this Purchaser Information Package, including my/our New APS and the enclosed Disclosure Documentation. I/we understand that my/our New APS does not become effective unless the Settlement Conditions have been satisfied or waived. I/we acknowledge that I/we have advised to seek legal counsel independent legal counsel and I/we have had the opportunity to consult with independent legal counsel regarding my/our rights and obligations in the Proposed Settlement and my New APS.

I/we, _____ (*print name*), wish to opt-in to the Proposed Settlement and to purchase the townhome described as Unit No. _____ **[as shown in the Draft Plan of Condominium as Unit #_____]** at the Leslieville Project for the increased purchase price and on the other terms and conditions set out in the New APS attached hereto as Schedule "B". Pursuant to my/our New APS, I/we understand that an additional deposit of \$20,000.00 is payable to Miller Thomson LLP, in their capacity as solicitors to the Vendor, within 40 days of the date that the Construction Receiver provides notice in writing to me that all of the Settlement Conditions have been satisfied or waived by the dates set out in therein.

By executing and returning the fully completed and executed Opt-In Package to the Construction Receiver and opting-in to the Proposed Settlement, I/we acknowledge that the Construction Receiver, its agents, directors, officers and employees shall have no liability (personal, corporate, or otherwise) under, as a result of, or in connection with any obligations of UC Leslieville in respect of the Proposed Settlement, including in connection with my/our New APS and the Disclosure Documentation.

[Signature pages follow]



555
Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

Date

Existing Leslieville Purchaser

Date

Existing Leslieville Purchaser

SCHEDULE "C -1"

FORM OF NEW APS

(Existing Leslieville Purchasers)

Suite _____, Unit _____, Level 1

AGREEMENT OF PURCHASE AND SALE

The undersigned, _____ (collectively, the "**Purchaser**"), hereby agrees with **URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. ("UC Leslieville")**, by **ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the property, assets and undertaking of UC Leslieville and without personal or corporate liability (the "**Receiver**") (UC Leslieville, by its Receiver, hereafter the "**Vendor**") to purchase the above-noted unit, as outlined for identification purposes only, on the sketch attached hereto as Schedule "A", together with _____ (_____) Parking Unit(s), which Parking Unit(s) shall be allocated by the Vendor in its sole discretion, however the intent of the Vendor is to allocate Parking Units to Purchasers based on the plan attached hereto as Schedule "G", which may change prior to the Occupancy Date as determined by the Vendor, being proposed unit(s) in the Condominium, to be registered against those lands and premises situate in the City of Toronto, and which are currently municipally known as 50 Curzon Street and legally described in the Condominium Documents (hereinafter called the "**Property**"), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the "**Unit**") on the following terms and conditions:

1. The purchase price of the Unit (the "**Purchase Price**") is _____ **DOLLARS** (\$ _____) which amount shall be inclusive of HST, less the Rebate, in lawful money of Canada, payable as follows:
 - (a) to **Miller Thomson LLP** (the "**Vendor's Solicitors**" or "**Escrow Agent**" or "**Trustee**"), in trust, in the following amounts at the following times, by certified cheque or wire transfer, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Title Transfer Date:
 - (i) the sum of **Twenty-Thousand DOLLARS (\$20,000)** within (40) days from the Effective Date (the "**New Deposit**");
 - (ii) the Purchaser shall receive a credit on the final statement of adjustments for the sum of ● **DOLLARS (\$●)** which was paid under the Original APS (the "**Old Deposit**"), provided that if the Purchaser is an assignee under the Original APS, the Vendor shall have received from such Purchaser, evidence satisfactory to the Vendor, in its sole and absolute discretion, that the full amount of the Old Deposit has been paid or will be paid by the Purchaser to the assignor under the Original APS, in accordance with the Purchaser Package Approval Order;
 - (b) the balance of the Purchase Price by wire transfer or lawyer's certified trust cheque on the Title Transfer Date to the Vendor or as the Vendor may direct, subject to the adjustments hereinafter set forth.
2. (a) The Purchaser, or its permitted tenants or permitted assigns shall occupy the Unit on the Final Tentative Occupancy Date (as defined in the Statement of Critical Dates being part of the Tarion Addendum), or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement including, without limitation, the Tarion Addendum (the "**Occupancy Date**"). The Vendor, at its discretion and without obligation, shall be

- 2 -

permitted a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessary tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be.

- (b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 14 hereof (the "**Title Transfer Date**").
- (c) The Purchaser hereby acknowledges that he/she/they has/have received a Disclosure Statement dated _____, and accompanying documents in accordance with Section 72 of the Act, and a copy of this Agreement executed by the Vendor. The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof. The Purchaser further acknowledges having been advised by the Vendor that the Purchaser shall be entitled to rescind or terminate this Agreement for a period of ten (10) days following the date when the Purchaser executes and delivers a copy of this Agreement to the Vendor, by providing written notice of the Purchaser's desire to so rescind or terminate this Agreement to the Vendor or the Vendor's Solicitors within such ten (10) day period.

If the Purchaser exercises such right of rescission or termination within such ten (10) day period, the Vendor shall not be obligated to repay (i) any amount in respect of the Old Deposit, or (ii) any amounts paid by the Purchaser at any time (including under the Old APS) for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Unit, and the Purchaser's claims, if any, in respect of the Old Deposit shall be limited to claims against TWC in accordance with ONHWPA and/or claims against Travelers Guarantee Company of Canada, as applicable, and the Purchaser's claims, if any, in respect of any other amounts shall be limited to unsecured claims against the estate of UC Leslieville.

- (d) The Purchaser further acknowledges and agrees that in the event there is a material change (as defined in subsection 74(2) of the Act) to the Disclosure Statement, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act in respect of the return of the New Deposit only, notwithstanding any rule of law or equity to the contrary.
3. (a) The covenants and obligations of the Vendor under this Agreement are conditional upon the Settlement Conditions having been satisfied or waived on or before the dates set out in the Settlement Conditions. The foregoing condition is for the benefit of the Vendor only and may only be waived in whole or in part by the Vendor by notice in writing to the Purchaser. The Purchaser shall promptly provide the Vendor with all such information and assistance within the Purchaser's power to reasonably assist the Vendor to obtain the Settlement Orders, including, without limitation, such information as the Court may require to reasonably evaluate the Purchaser's financial ability to perform its obligations under this Agreement. The Purchaser acknowledges and agrees that the Receiver has no duty or obligation to defend or respond to any appeal of all or any part of the Settlement Orders as initially granted by the Court.

- (b) If the Settlement Conditions are not satisfied or waived on or before the dates set out in the Settlement Conditions, then this Agreement shall be null and void and of no further force or effect, and the provisions of Paragraph 20(a) shall be applicable. The Purchaser confirms that prior to signing this Agreement, he or she has carefully reviewed the entire Agreement, including without limitation, Paragraphs 20 and 30, and all Schedules attached hereto. The Purchaser confirms that he or she either has had the opportunity, prior to signing this Agreement and/or will during the 10 day rescission period review this Agreement with his or her solicitor.
- (c) The covenants and obligations of the Vendor and the Purchaser are also conditional upon there being, on or before the Title Transfer Date, no order issued by any Court or other governmental authority delaying, restricting or preventing, and no pending claim or judicial or administrative proceeding, or investigation against any party by any person, for the purpose of enjoining, delaying, restricting or preventing the consummation of the transaction hereunder or otherwise claiming that this Agreement or the consummation of the transaction hereunder is improper or would give rise to proceedings under any laws.

The following Schedules of this Agreement, if attached hereto, shall form a part of this Agreement.

Schedule "A" – Unit Plan/Sketch

Schedule "B" – Features and Finishes

Schedule "C" – Terms of Occupancy Licence

Schedule "D" – Warning Clauses

Schedule "F" – Extras

Schedule "G" – Proposed Parking Plan

Schedule "H" – Confirmation of Receipt

Schedule "P" – Purchaser Package Approval Order

Schedule "S" – Settlement Approval Order

Schedule "TA" – being the Tarion Warranty Corporation Statement of Critical Dates and Addendum to Agreement of Purchase and Sale (collectively the "**Tarion Addendum**").

DATED, signed, sealed and delivered, this _____ day of _____, 2017.

Vendor's Solicitor:
Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, Ontario
M5H 3S1
Tel: (416) 595-8637
Fax: (416) 595-8695
Attn: Ron Fairbloom
rfairbloom@millerthomson.com

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC., by **ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of **URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.**, and without personal or corporate liability

Per: _____
Authorized Signing Officer
I have the authority to bind the Corporation.

Paragraphs 4 through 47 and Schedules "A", "B", "C", "D", "F", "G", "H", "P", "S" and "TA" attached to this Agreement are an integral part hereto and are contained on subsequent pages. The Purchaser acknowledges that he or she or they has read all Paragraphs and Schedules of this Agreement.

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

DATED at _____ this _____ day of _____, 2017.

SIGNED, SEALED AND DELIVERED	)	Purchaser's Signature	_____ [seal]
in the presence of)		
WITNESS	)	Purchaser's Name	_____
(as to all Purchasers)		
signatures, if more than	)	Date of Birth	_____
one purchaser))		
	)	Social Insurance Number	_____
)		
	)	Purchaser's Signature	_____ [seal]
)		
	)	Purchaser's Name	_____
)		
	)	Date of Birth	_____
)		
	)	Social Insurance Number	_____

Purchaser's Solicitor:

Address: _____

Telephone: _____ Facsimile: _____ Email: _____

The Purchaser's address for delivery of any notices pursuant to this Agreement or the Act is as follows:

Address: _____

City: _____

Province: Ontario _____

Postal Code: _____

Telephone (B): _____

(H): _____

Facsimile: _____

E-Mail address: _____

4. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the *Condominium Act, 1998*, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the “**Act**”) and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
- (a) “**Act**” has the meaning given to it in the introduction to this Section 4;
 - (b) “**Ad Hoc Curzon Purchasers**” means those Existing Leslieville Purchasers represented by Dickinson Wright LLP;
 - (c) “**Administrative Agent**” means Canadian Imperial Bank of Commerce in its capacity as administrative agent for the Syndicate.
 - (d) “**Agreement**” means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;
 - (e) “**Appointment Order**” means the order of the Court dated May 31, 2016 appointing Alvarez & Marsal Canada Inc. as receiver and manager and construction lien trustee of all of the assets, undertaking and properties of UC Leslieville, as amended or supplemented from time to time;
 - (f) “**Beach Sale Process Order**” means the sale process order of the Court dated ●, 2017, as it may be amended, restated or supplemented from time to time with the consent or approval of the Receiver, Syndicate, Terra Firma and Craft;
 - (g) “**Condominium**” means the condominium which will be registered against the Property pursuant to the provisions of the Act;
 - (h) “**Condominium Documents**” means the Creating Documents, the by-laws and rules of the Condominium, the disclosure statement and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, as may be amended from time to time;
 - (i) “**Court**” means the Ontario Superior Court of Justice [Commercial List];
 - (j) “**Court Ordered Charges**” means the Receiver’s Borrowing Charge, the Receiver’s Charge (each as defined in the Appointment Order) and such other charges granted by the Court in the Receivership Proceeding.
 - (k) “**CRA**” means the Canada Revenue Agency or its successors;
 - (l) “**Craft**” means C.R.A.F.T. Development Corporation;
 - (m) “**Creating Documents**” means the declaration and description which are intended to be registered against title to the Property and which will serve to create the Condominium, as may be amended from time to time;
 - (n) “**Development Agreement**” has the meaning given to it in Paragraph 10(a)(vi) hereof;
 - (o) “**DW Costs**” has the meaning given to it in Paragraph 7(i) hereof;

- (p) “**Effective Date**” means the date upon which the Settlement Conditions are satisfied or waived and this Agreement becomes effective, written notice of which will be given to the Purchaser;
- (q) “**Escrow Agent**” has the meaning given to it in Paragraph 1(a) hereof;
- (r) “**Existing Leslieville Purchasers**” means a person who has entered into an Original APS with UC Leslieville, or where such person or persons has/have assigned its/their Original APS, the assignee(s) thereof;
- (s) “**Interim Occupancy**” means the period of time from the Occupancy Date to the Title Transfer Date;
- (t) “**ITA**” has the meaning given to it in Paragraph 6(a) hereof;
- (u) “**HST**” or “**Harmonized Sales Tax**” has the meaning given to it in Paragraph 7(g) hereof, and for greater certainty shall mean the harmonized and/or blended Ontario Retail Sales Tax (the “**RST**”) and federal Goods and Services Tax (the “**GST**”). Purchasers are advised that the rate of HST applicable to this transaction is 13 percent being comprised of five per cent GST and eight percent RST;
- (v) “**Levies**” has the meaning given to it in Paragraph 7(d)(ii) hereof;
- (w) “**Municipality**” has the meaning given to it in Paragraph 10(b) hereof;
- (x) “**New APS**” means the new agreements of purchase and sale, in substantially the form approved by the Purchaser Package Approval Order, entered into by Existing Leslieville Purchasers who have opted-in to the Proposed Settlement by the Opt-In Deadline, with such minor amendments as the Receiver may deem necessary or desirable;
- (y) “**New Deposit**” has the meaning given to it in Paragraph 1(a)(i) hereof;
- (z) “**Occupancy Date**” has the meaning given to it in Paragraph 2(a) hereof;
- (aa) “**Occupancy Fee**” means the sum of money payable monthly in advance by the Purchaser to the Vendor and calculated in accordance with Schedule “C” hereof;
- (bb) “**Occupancy Licence**” means the terms and conditions upon which the Purchaser shall occupy the Unit during Interim Occupancy as set forth in Schedule “C” hereof;
- (cc) “**Old Deposit**” has the meaning given to it in Paragraph 1(a)(ii) hereof;
- (dd) “**ONHWPA**” means the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31;
- (ee) “**Opt-In Deadline**” means [● *insert date*], 2017 at 5:00 p.m. (Toronto time);
- (ff) “**Opt-In Leslieville Purchaser**” means a purchaser who has an existing agreement of purchase and sale with UC Leslieville for a given unit in the Condominium (a) who has delivered a fully executed and completed Opt-In Package to the Construction Receiver in accordance with the Purchaser Package Approval Order, and (b) who has not rescinded its New APS by the applicable Rescission Bar Date.
- (gg) “**Opt-In Package**” has the meaning given to it in the Purchaser Package Approval Order;

- (hh) **“Original APS”** means the existing agreement of purchase and sale for the Unit entered into between UC Leslieville (as vendor) and the Purchaser (as purchaser), or the assignor thereof if the Purchaser is an assignee thereof, as amended or supplemented;
- (ii) **“Project Architect”** means Kasian Architects or such other architect as may be retained by Craft or the Vendor in connection with the completion of the Condominium;
- (jj) **“Property”** has the meaning given to it in the first paragraph on page 1 hereof;
- (kk) **“Proposed Settlement”** means the proposed settlement with respect to the Leslieville Project (as defined in the Settlement Approval Order) as approved by the Settlement Approval Order;
- (ll) **“Purchase Price”** has the meaning given to it in the introductory clause of Paragraph 1 hereof;
- (mm) **“Purchaser”** has the meaning given to it in the first paragraph on page 1 hereof;
- (nn) **“Purchaser Package Approval Order”** means the order of the Court dated ●, 2017 pursuant to which the Court approved the form, and dissemination, of the purchaser information package with respect to the sale of units in the Condominium, including the Unit, a copy of which is attached hereto as Schedule “P”, as it may be amended, restated or supplemented from time to time with the consent or approval of the Receiver, Syndicate, Terra Firma and Craft;
- (oo) **“Rebate”** or **“Rebates”** has the meaning given to it in Paragraph 7(f) hereof, and for greater certainty shall mean any provincial and/or federal new housing purchase rebate and/or transitional rebate applicable to this purchase transaction (regardless whether such transitional rebate is initially claimable by the Purchaser or the Vendor), and shall include any refund, credit, rebate of any form or nature of such HST applicable to this purchase transaction but specifically shall not include any new housing residential rental or leasing rebate whatsoever, and such Rebates shall be fully assignable to the Vendor as hereinafter set out;
- (pp) **“Receiver”** has the meaning given to it in the first paragraph on page 1 hereof;
- (qq) **“Receivership Administration Order”** means the receivership administration order of the Court dated ●, 2017 which among other things, authorizes an increase of borrowings by the Receiver, as it may be amended, restated or supplemented from time to time with the consent or approval of the Receiver, Syndicate, Terra Firma and Craft;
- (rr) **“Receivership Proceeding”** means the receivership proceeding with respect to UC Leslieville commenced by the Appointment Order bearing Court File No. CV-16-11409-00CL;
- (ss) **“Requirements”** has the meaning given to it in Paragraph 46;
- (tt) **“Rescission Bar Date”** has the meaning given to in the Purchaser Package Approval Order;
- (uu) **“Service Supplier”** has the meaning given to it in Paragraph 7(e) hereof;

- (vv) **“Settlement Approval Order”** means the settlement approval order of the Court dated ●, 2017 which among other things, authorizes the sale of this Unit by the Receiver on behalf of and in the name of UC Leslieville, as Vendor, a copy of which is attached hereto as Schedule “S”, as it may be amended, restated or supplemented from time to time with the consent or approval of the Receiver, Syndicate, Terra Firma, Craft and the Ad Hoc Curzon Purchasers;
- (ww) **“Settlement Conditions”** means:
- (i) the Settlement Approval Order becomes effective in accordance with its terms on or before the Settlement Orders Outside Date and the Receiver has filed a certificate with the Court confirming the same;
 - (ii) each of the Settlement Orders becomes a final order of the Court on or before the Settlement Orders Outside Date, which means that each of such orders is not appealed before the expiry of the applicable appeal period, or if it is appealed, such appeal is finally determined in favour of the Receiver by the Settlement Orders Outside Date. The Receiver is under no obligation to defend or respond to any appeal of any of such orders;
 - (iii) all of the conditions precedent under the Settlement Definitive Agreements have been satisfied or waived in accordance with such Settlement Definitive Agreements by the Settlement Orders Outside Date; and
 - (iv) the Purchaser is an Opt-In Leslieville Purchaser in accordance with the terms of the Purchaser Package Approval Order by the Rescission Bar Date applicable to it;
- (xx) **“Settlement Definitive Agreements”** means the Craft Development Contract, the Craft Construction Contract, the Syndicate Construction Loan Agreement, the Craft Loan Agreement and the TF Cost Overrun Agreement, each as defined in the Settlement Approval Order, as each may be amended, restated or supplemented from time to time in accordance with the terms thereof;
- (yy) **“Settlement Orders”** means the Purchaser Package Approval Order, Settlement Approval Order, the Receivership Administration Order and the Beach Sale Process Order;
- (zz) **“Settlement Orders Outside Date”** means August 31st, 2017, which date may be extended from time to time by the Vendor by notice in writing to the Purchaser (or his/her solicitors) to such later date as may be agreed to by the Vendor, Terra Firma and the Administrative Agent;
- (aaa) **“Syndicate”** means Canadian Imperial Bank of Commerce, Canadian Western Bank and Laurentian Bank of Canada (and their respective assignees from time to time), as lenders to UC Leslieville and the Receiver, respectively;
- (bbb) **“Tarion Addendum”** has the meaning given to it in the list of Schedules on page 3 of this Agreement;
- (ccc) **“Terra Firma”** means Terra Firma Capital Corporation;
- (ddd) **“Title Transfer Date”** has the meaning given to it in Paragraph 2(b) hereof;

- (eee) **“Trustee”** has the meaning given to it in Paragraph 1(a) hereof;
- (fff) **“TWC”** means Tarion Warranty Corporation or its successors;
- (ggg) **“UC Leslieville”** has the meaning given to it in the first paragraph on page 1 hereof;
- (hhh) **“Unit”** has the meaning given to it in the first paragraph on page 1 hereof;
- (iii) **“Vendor”** has the meaning given to it in the first paragraph on page 1 hereof;
- (jjj) **“Vendor’s Representatives”** shall mean the Receiver’s agents, directors, officers, partners, affiliates, employees, representatives, consultants, advisers and contractors (including Craft as the developer of the Property to be retained by the Vendor or such other developer of the Property as may be retained by the Vendor who replaces Craft); and
- (kkk) **“Vendor’s Solicitors”** has the meaning given to it in Paragraph 1(a) hereof.

Finishes

5. The Purchase Price shall include those items listed on Schedule “B” attached hereto. The Purchaser acknowledges that only the items set out in Schedule “B” are included in the Purchase Price and that model suite/vingnette furnishings and appliances, decor, upgrades, artist’s renderings, scale model(s), improvements, mirrors, drapes, tracks and wall coverings are for display purposes only and are not included in the Purchase Price unless specified in Schedule “B”. The Purchaser agrees to attend and notify the Vendor of his/her choice of finishes within fifteen (15) days of being requested to do so by the Vendor or the Vendor’s Representative. In the event colours and/or finishes subsequently become unavailable, the Purchaser agrees to re-attend at such time or times as requested by the Vendor or the Vendor’s Representative, to choose from substitute colours and/or finishes. If the Purchaser fails to choose colours or finishes within the time periods requested, the Vendor may irrevocably choose the colours and finishes for the Purchaser and the Purchaser agrees to accept the Vendor’s selections. The Purchaser acknowledges that the Vendor may, from time to time, substitute items(s)/materials(s) listed in Schedule “B” with other items(s)/materials(s), provided that the quality of any substituted item(s)/material(s) is comparable to or better than the item(s)/material(s) originally indicated.

The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. The Purchaser hereby agrees to accept any such colour variation resulting from the manufacturing process without any right of abatement of purchase price and in full satisfaction of the Vendor’s obligations herein. More specifically, the Purchaser acknowledges that colour, texture, appearance, grains, veining, natural variations in appearance etc. of features and finishes installed in the Unit may vary from Vendor’s samples or as otherwise shown to the Purchaser as a result of normal manufacturing and installation processes and/or as a result of any such finishes being of natural products and the Purchaser agrees that the Vendor is not responsible for same. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as carpet, tiles, bath tubs, sinks and other such products where the product manufacturer establishes the standard for such finishes. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product and in these circumstances the product as manufactured shall be accepted by the Purchaser. Purchaser acknowledges and agrees that pre-finished wood flooring (if any) may react to normal fluctuating humidity levels inducing gapping or cupping. The Purchaser acknowledges that natural stone (if

any) is a very soft stone which will require a substantial amount of maintenance by the Purchaser and is very easily scratched and damaged. Purchaser acknowledges and agrees that carpeting may be seamed in certain circumstances and said seams may be visible. The Purchaser further acknowledges and agrees that various types of flooring, including but not limited to carpets, marble, tile, laminate, hardwood floors, or engineered wood in the Unit may result in different heights (to be established by the Vendor in its sole discretion) in the transitional areas between them, and that the Vendor may use appropriate reducers in the area.

Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if upon the Title Transfer Date, any of the extras, upgrades or changes paid for by the Purchaser as described in Schedule "F" attached hereto remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes paid for as described in Schedule "F", then there shall be credit given to the Purchaser on the final statement of adjustments in an amount equal to that portion of the amount paid by the Purchaser as specifically set out in Schedule "F" attached hereto, in connection with such extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the credit given to the Purchaser in the statement of adjustments shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the credit provided to the Purchaser in the final statement of adjustments referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes.

Deposits

6. (a) The Vendor shall credit the Purchaser with interest at the prescribed rate on the Title Transfer Date on the New Deposit only from the date of deposit of the money received from time to time by the Vendor's Solicitors or the Trustee until the Occupancy Date. The Purchaser acknowledges and agrees that, for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price of the Unit shall be deemed to have been sufficiently made by delivery of such written evidence to the address of the Purchaser noted on page 3 of this Agreement. The Purchaser further acknowledges and agrees that any cheques provided to the Vendor on account of the Purchase Price will not be deposited and accordingly interest as prescribed by the Act will not accrue thereon, until after the expiry of the ten (10) day rescission period as provided for in Section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor). The Purchaser represents and warrants that, except as expressly stated in this Agreement, the Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act of Canada (the "ITA"). If the Purchaser is not a resident of Canada for the purposes of the ITA the Vendor shall be entitled to withhold and remit to CRA the appropriate amount of interest payable to the Purchaser on account of the deposits paid hereunder, under the ITA.
- (b) The New Deposit shall be held by the Vendor's Solicitor in a designated trust account, and shall be released only in accordance with the provisions of subsection 81(7) of the Act and the regulations thereto, as amended and in accordance with this Agreement.

Adjustments

7. (a) Commencing as of the Occupancy Date, the Purchaser shall be responsible and be obligated to pay the following costs and/or charges in respect to the Unit:
- (i) all utility costs including electricity, gas and water (unless included as part of the common expenses); and
 - (ii) the Occupancy Fee owing by the Purchaser for Interim Occupancy prior to the Title Transfer Date (if applicable).
- (b) The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed from the Title Transfer Date, with that day itself apportioned to the Purchaser:
- (i) realty taxes (including local improvement charges pursuant to the *Local Improvement Charges Act*, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed as well as for the following calendar year, notwithstanding the same may not have been levied or paid on the Title Transfer Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes as part of the Occupancy Fee and/or such further amounts on the Title Transfer Date, provided all amounts so collected shall be remitted to the relevant taxing authority on account of the Unit. Alternatively, the Vendor in its sole discretion, shall be entitled to provide a credit in favour of the Purchaser on the final statement of adjustments in an amount equal to the realty tax component of the Occupancy Fees paid, and adjust separately for realty taxes based on the land only. In such event, the Purchaser shall assume and be solely responsible for any and all OMIT or supplementary taxes assessed against the Unit, including any such OMIT or supplementary taxes assessed for a period prior to the Title Transfer Date. In addition, the Vendor shall not be required to readjust for any realty taxes following the Title Transfer Date, and no undertaking to readjust shall be provided to the Purchaser. Notwithstanding the foregoing, the Purchaser shall complete the transaction contemplated by this Agreement on the Title Transfer Date, without holdback or abatement of any kind.
 - (ii) common expense contributions attributable to the Unit, with the Purchaser being obliged to provide the Vendor on or before the Title Transfer Date with a series of post-dated cheques payable to the condominium corporation for the common expense contributions attributable to the Unit, for such period of time after the Title Transfer Date as determined by the Vendor (but in no event for more than one year).
- (c) Interest on all money paid by the Purchaser on account of the Purchase Price, shall be adjusted and credited to the Purchaser in accordance with Paragraph 6 of this Agreement.
- (d) The Purchaser shall, in addition to the Purchase Price, pay the following amounts to the Vendor on the Title Transfer Date:
- (i) any new taxes imposed on the Unit by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on the Unit by such government;

- (ii) the amount of any increase in development charge(s) and/or education development charge(s) (the “Levies”) assessed against or attributable to the Unit (or assessed against the Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the Development Charges Act, 1997, S.O. 1997, c.27 as amended from time to time, and the Education Act, R.S.O. 1990, c. E.2, as amended from time to time, in excess of the Levies paid by UC Leslieville or any other person on or before April 18, 2017 with respect to the Property or any portion thereof; provided that the Purchaser shall be entitled to a credit of up to \$2,500 against such increase, with the adjustment under this section 7(d)(ii) being zero if the increase in Levies allocated as aforesaid to any individual Unit is equal to or less than \$2,500.
- (iii) the amount of any parks levy or any charges pursuant to a Section 37 Agreement (pursuant to the *Planning Act*), levied, charged or otherwise imposed with respect to the Condominium, the Property or the Unit by any governmental authority, which is equivalent to the common interest allocation attributable to the Unit as set out in Schedule “D” to the Declaration;
- (iv) the cost of the TWC enrolment fee for the Unit (together with any provincial or federal taxes exigible with respect thereto);
- (v) the cost of utility meter installations, water and sewer service connection charges, hydro and gas meter or sub-meter installation, and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, the Purchaser’s portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the registered Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs. A letter from the Vendor’s or Vendor’s Representative’s engineers specifying the said charges and costs shall be final and binding on the Purchaser;
- (vi) the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument;
- (vii) a sum of Fifty Dollars (\$50.00) for the cheque tendered pursuant to Paragraph 1(a) of this Agreement and for any cheque tendered for any other monies paid on account of the Purchase Price up to, but not including the Title Transfer Date representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfilment of the requirements of subsection 81(6) of the Act;
- (viii) the sum of Two Hundred Dollars (\$200.00) payable to the Corporation for deposit to the Reserve Fund Account;
- (ix) the cost of providing a status certificate in the maximum amount allowed pursuant to the Act;
- (x) the Vendor’s Solicitor may arrange for the project to be enrolled with a title insurer or insurers acceptable to the Vendor (the “**Title Insurer**”) in order to centralize underwriting for the project and avoid unnecessary duplication of costs

for purchasers and their solicitors. In the event that the Purchaser elects to obtain title insurance through the Title Insurer, the Purchaser and the Purchaser's solicitor shall not be required to perform some or all of the following due diligence thereby saving the Purchaser significant transaction costs: title search and review of title search; preparation of requisition letter; prepare, send out and review responses to clearance letters; execution searches against the Vendor; and corporate status searches. As a result of the foregoing and regardless of whether the Purchaser obtains title insurance through the Title Insurer, the Purchaser agrees to pay to the Vendor or its solicitors on the Title Transfer Date an administration fee of two hundred dollars plus applicable taxes for enrolling the project with the Title Insurer and for preparing and delivering to the Purchaser's solicitor and Title Insurer a title advice statement

- (e) The Purchaser acknowledges that it may be required to enter into an agreement with the supplier of hydro services and/or geothermal heating and cooling services to the Condominium or Unit (the "**Service Supplier**") on or before the Occupancy Date. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Service Supplier prior to the Occupancy Date and the Purchaser agrees to deliver such security deposit to the Vendor on the Occupancy Date.
- (f) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and, if applicable, the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction (hereinafter referred to as the "**HST**") less the Rebate as defined below, and that the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. Where the Purchaser intends to avail himself/herself of the HST rebate on the statement of adjustments, the Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to Section 254 of the *Excise Tax Act* (Canada), as may be amended, and the new housing rebate announced by the Ontario Ministry of Revenue (collectively, the "**Rebate**"), in its Information Notice dated June 2009 – No. 2 (the "**Ontario Circular**") and further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Title Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Occupancy Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Unit. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate or the RST transitional housing rebate referred to in the Ontario Circular (the "**Transitional Rebate**") in connection with the Purchaser's acquisition of the Unit, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or

Vendor's solicitors request for same (and in any event on or before the Title Transfer Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (collectively, the "**Rebate Forms**"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Title Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or
- (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Title Transfer Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Title Transfer Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before or after the Title Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Title Transfer Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

- (g) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with

respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the “**Reduction**”), then the Purchaser shall pay to the Vendor on the Title Transfer Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction..

- (h) An administration fee of Two Hundred and Fifty Dollars (\$250.00) shall be charged to the Purchaser for any cheque payable hereunder delivered to the Vendor or to the Vendor’s Solicitors and not accepted by the Vendor’s or the Vendor’s Solicitor’s bank for any reason. At the Vendor’s option, this administration fee can be collected as an adjustment on the Title Transfer Date or together with the replacement cheque delivered by the Purchaser.
- (i) All Opt-In Leslieville Purchasers acknowledge that the Ad Hoc Curzon Purchasers have incurred and are liable to Dickinson Wright LLP for certain legal costs, disbursements and HST (“DW Costs”) in respect of the Property, including but not limited to the Proposed Settlement, and agree that every Opt-In Leslieville Purchaser (whether or not an Ad Hoc Curzon Purchaser) shall pay his or her proportionate share of the DW Costs to the Vendor as an adjustment on the Statement of Adjustments, on the Title Transfer Date. The Vendor agrees to receive such payment of Costs in trust for the benefit of Dickinson Wright LLP and to pay the same to Dickinson Wright LLP as soon as practicable following closing on the Title Transfer Date. Every Opt-In Leslieville Purchaser who is not current with his or her payments of DW Costs on the Transfer Title Date, will make his or her accounting current by providing an adjustment on the Statement of Adjustments on that date. For certainty, the proportionate share of each Opt-In Leslieville Purchaser of the DW Costs shall be as calculated by Dickinson Wright LLP and notified in writing to the Vendor and shall be based on the number of Ad Hoc Curzon Purchasers plus the number of Opt-In Leslieville Purchasers who were not Ad Hoc Curzon Purchasers.

Title

- 8. The Vendor or the Vendor’s Solicitors shall notify the Purchaser or his/her Solicitor following registration of the Creating Documents so as to permit the Purchaser or his/her Solicitor to examine title to the Unit (the “**Notification Date**”). The Purchaser shall be allowed twenty (20) days from the Notification Date (the “**Examination Period**”) to examine title to the Unit at the Purchaser’s own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates, nor any other proof or evidence of the title or occupiability of the Unit, except such copies thereof as are in the Vendor’s possession. If within the Examination Period, any valid objection to title or to any outstanding work order is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit monies (other than the Old Deposit) together with the interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be returned to the Purchaser and the Vendor shall have no further liability or obligation

hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions.

Direction Re: Title

9. Subject to the restrictions contained in Paragraph 17, the Purchaser hereby agrees to submit to the Vendor or the Vendor's Solicitors on the earlier of the Occupancy Date and twenty (20) days prior to the Title Transfer Date, an irrevocable direction to the Vendor indicating and confirming the manner in which the Purchaser wishes to take title to the Units, accompanied by the date of birth, marital status and social insurance number of each person approved by the Vendor to take title to the Units and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Title Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement. The Vendor shall have the right to reject any direction given by the Purchaser if the Vendor believes, in its discretion, that the direction violates the terms of Paragraph 17, herein.

Permitted Encumbrances

10. (a) The Purchaser agrees to accept title subject to the following:
- (i) the Condominium Documents, notwithstanding that they may be amended and varied from the proposed Condominium Documents in the general form attached to the Disclosure Statement delivered to the Purchaser and as described in Schedule "H" hereto;
 - (ii) registered restrictions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), provided that same are complied with as at the Title Transfer Date;
 - (iii) easements, rights of way and/or licences now registered (or to be registered hereafter) for the purposes of discharging, emitting, releasing or venting thereon or otherwise affecting the Property at any time during the day or night with noise, vibration and other sounds, excluding spills, and other emissions of every nature and kind whatsoever arising from, out of or in connection with any and all present and future railway facilities and operations upon the railway lands located in proximity to the Property;
 - (iv) notices of security interest in respect of any equipment owned by an equipment lessor or supplier of heating and cooling as more particularly described in the Condominium Documents;
 - (v) easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television/internet, recreational and shared facilities, and/or any other service(s)

to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the Property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners as such term is defined in the Condominium Documents), provided that any such easement and cost-sharing agreements or reciprocal agreements are (insofar as the obligations thereunder pertaining to the Property, or any portion thereof, are concerned) complied with as at the Title Transfer Date;

- (vi) registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without limitation, any development, site plan, condominium, subdivision, Section 37, collateral, limiting distance, engineering and/or other municipal agreement (or similar agreements entered into with any governmental authorities including any amendments or addenda related thereto), (with all of such agreements being hereinafter collectively referred to as the "**Development Agreements**"), provided that same are complied with as at the Title Transfer Date, or security has been posted in such amounts and on such terms as may be required by the governmental authorities to ensure compliance therewith and/or the completion of any outstanding obligations thereunder; and
 - (vii) unregistered or inchoate liens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/abatement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vendor's written undertaking to pay all outstanding utility accounts owing with respect to the Property (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Title Transfer Date, if applicable), as soon as reasonably possible after the completion of this transaction.
- (b) It is acknowledged and agreed that the Vendor shall not be obliged to obtain or register on title to the property a release of (or an amendment to) any of the aforementioned easements, Development Agreements, reciprocal agreements or restrictive covenants or any of the other aforementioned agreements or notices, nor shall the Vendor be obliged to have any of same deleted from the title to the Property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants registered on title. The Purchaser further acknowledges and agrees that the retention by the local municipality within which the Property is situate (the "**Municipality**"), or by any of the other governmental authorities, of security (e.g. in the form of cash, letters of credit, a performance bond, etc., satisfactory to the Municipality and/or any of the other governmental authorities intended to guarantee the fulfilment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also

acknowledges that the wires, cables and fittings comprising the cable television system serving the Condominium are (or may be) owned by the local cable television supplier and that any geothermal system serving the Unit and/or the Condominium does not form part of the common property and may be sold to a third party service provider.

- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 10(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Title Transfer Date.
- (d) The Purchaser agrees to accept a conveyance of title to the Unit pursuant to the Settlement Approval Order.
- (e) The Vendor shall be entitled to obtain from the Purchaser specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing. If so requested by the Vendor, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.

Vendor's Lien

- 11. The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on the Title Transfer Date and shall be entitled to register a Notice of Vendor's Lien against the Unit any time after the Title Transfer Date.

Construction Lien Act

- 12. The Purchaser covenants and agrees that he/she is a "home buyer" within the meaning of the *Construction Lien Act*, R.S.O. 1990, c.C.30 and will not claim any lien holdback on the Occupancy Date or Title Transfer Date. Subject to the rights of the Vendor under Paragraph 20(b), the Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Occupancy Date nor the Title Transfer Date shall be delayed on that account.

The Planning Act

- 13. This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Title Transfer Date.

Title Transfer Date

- 14. (a) The provisions of the Tarion Addendum reflect the TWC's policies, regulations and/or guidelines on extensions of the Final Tentative Occupancy Date, but it is expressly understood and agreed by the parties hereto that any failure to provide notice of the extension of the Final Tentative Occupancy Date or Firm Occupancy Date, in accordance with the provisions of the Tarion Addendum shall only give rise to a damage claim by the Purchaser against the Vendor (and for greater certainty, not against the Receiver) up to a maximum of **Seven Thousand Five Hundred Dollars (\$7,500.00)**, as more

particularly set forth in the Regulations to the ONHWP, and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof, other than in accordance with the Tarion Addendum.

- (b) The Vendor's Solicitors shall designate a date not less than twenty (20) days after written notice is given to the Purchaser or his or her solicitor of the registration of the Creating Documents as the Title Transfer Date. The Title Transfer Date once designated may be extended from time to time by the Vendor's Solicitors provided that it shall not be more than twenty-four (24) months following the Occupancy Date.

Purchaser's Covenants, Representations and Warranties

15. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages, or Court Ordered Charges arranged by UC Leslieville, the Vendor or the Receiver and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Condominium and the Condominium Documents. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this Paragraph. The Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor within ten (10) days of execution of this Agreement and then again from time to time, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Title Transfer Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Title Transfer Date. If the Purchaser fails to provide the mortgage approval as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement. The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Title Transfer Date.
16. The Purchaser acknowledges that notwithstanding any rule of law to the contrary, that by executing this Agreement, it has not acquired any equitable or legal interest in the Unit or the Property. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property, Unit or the Condominium and further agrees not to give, register, or permit to be registered any encumbrance against the Property, Unit or the Condominium. Should the Purchaser be in default of his or her or their obligations hereunder, the Vendor may, as agent and attorney of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of Paragraph 27 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, certificate of pending litigation, or any other document or instrument whatsoever from title to the Property, Unit or the

Condominium and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitor's fees on a full indemnity basis).

17. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her or their interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Title Transfer Date. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third parties.
18. The Purchaser acknowledges that the Vendor or the Vendor's Representative is (or may in the future be) processing and/or completing one or more rezoning or minor variance applications with respect to the Lands (and/or the lands adjacent thereto or in the neighbouring vicinity thereof), as a well as a site plan approval/development application/draft plan of condominium approval with respect to the Lands, in order to permit the development and construction of the Condominium thereon. The Purchaser acknowledges that during the rezoning, minor variance, site plan and/or draft plan of condominium approval process, the footprint or siting of the condominium building may shift from that originally proposed or intended, the overall height of the condominium building (and the number of levels/floors, and/or the number of dwelling units comprising the Condominium) may vary, and the location of the Condominium's proposed amenities may likewise be altered, without adversely affecting the floor plan layout, design and size of the interior of the Unit, and the Purchaser hereby expressly agrees to complete this transaction notwithstanding the foregoing, without any abatement in the Purchase Price, and without any entitlement to a claim for damages or other compensation whatsoever. The Purchaser further covenants and agrees that it shall not oppose the aforementioned zoning, minor variance and site plan/development applications, nor any other applications ancillary thereto, including without limitation, any application submitted or pursued by or on behalf of the Vendor to lawfully permit the development and registration of the Condominium, or to obtain an increase in the density coverage or the dwelling unit count (or yield) thereof, or for any other lawful purpose whatsoever, and the Purchaser expressly acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.
19. The Purchaser covenants and agrees that he/she/they shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold and transferred the Vendor may make such use of the Condominium as may facilitate the completion of the Condominium and sale of all the units, including, but not limited to the maintenance of a sales/rental/administration/construction office(s) and model units, and the display of signs located on the Property.

Termination without Default

20. (a) In the event this Agreement is terminated through no fault of the Purchaser, including through the exercise of the Vendor's right of termination pursuant to Paragraph 30(b) or deemed terminated and declared null and void and no force and effect pursuant to the

Settlement Approval Order (as described in Paragraph 20(b) if applicable, the Purchaser shall be entitled to be repaid the New Deposit by the Vendor, together with any interest required by law to be paid; provided however, for certainty, that the Vendor shall not be obligated to repay (i) any amount in respect of the Old Deposit, (ii) any amounts paid by the Purchaser at any time (including under the Original APS) for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Unit, or (iii) any amounts paid by the Purchaser in connection with occupancy of the Unit (including as an Occupancy Fee). The Purchaser's claims, if any, in respect of the Old Deposit shall be limited to claims against TWC in accordance with ONHWPAA and/or claims against Travelers Guarantee Company of Canada, as applicable, and the Purchaser's claims, if any, in respect of any other amounts shall be limited to unsecured claims against the estate of UC Leslieville.

- (b) The Purchaser acknowledges that notwithstanding anything otherwise contained in this Agreement (including the Tarion Addendum), the Settlement Approval Order provides that if at any time the Receiver determines in its sole discretion that a "Funding Failure" has occurred then, provided that the Purchaser has not entered into occupancy of his/her Unit pursuant to the terms of this Agreement, the Receiver is authorized to deliver a written notice notifying the Purchaser of the Funding Failure, and upon the delivery of such notice, this Agreement will be deemed terminated and null and void and of no force and effect. For greater certainty, the Vendor's right described in this Paragraph 20(b) and contained in the Settlement Approval Order does not apply once the Purchaser has entered into occupancy of the Unit pursuant to the Occupancy Licence. Please see definition of "Funding Failure" as set out in the Settlement Approval Order, a copy of which is attached hereto as Schedule "S".
- (c) The Purchaser further acknowledges and agrees that he/she (they) does (do) not have any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) prior to the completion of this transaction and the payment of the entire Purchase Price to the Vendor. The Vendor shall be entitled to require the Purchaser to execute a release of any surety, lender, escrow agent or any other third party requested by the Vendor in its discretion prior to the return of any monies to which the Purchaser is entitled hereunder. In no event shall the Vendor, the Receiver or any of their respective agents, including the Escrow Agent be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor, the Receiver, the Escrow Agent and/or any of their respective agents as a complete defence to any such claim.

Termination of Original APS

- 21. (a) The Purchaser acknowledges and confirms that it has been informed that UC Leslieville is in receivership and is unable to complete its obligations under the Original APS.
- (b) The Purchaser acknowledges and agrees that the Original APS will not be terminated unless and until the earlier of:
 - (i) the closing of the transaction contemplated herein and upon such closing, the Original APS will be repudiated by the Receiver and deemed terminated by the Settlement Approval Order and of no further force or effect; and
 - (ii) the termination of this Agreement by either the Vendor or the Purchaser, in which case, upon the effective date of such termination, the Original APS will be

automatically terminated and of no further force or effect. For certainty, in the case of a termination by the Vendor for whatever reason, the Purchaser shall only have the rights and claims or obligations and liabilities set out in Paragraphs 20 or 27 of this Agreement, as the case may be, but in no event shall the Purchaser have any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) or any claim against the estate of UC Leslieville except as expressly set out in Paragraph 20.

No Liability of Receiver

22. The Purchaser acknowledges and agrees that the Receiver, and its agents, officers and employees shall have no liability (personal, corporate or otherwise) under, as a result of or in connection with any obligations of UC Leslieville or the Vendor (and anyone for whom it is at law responsible) under this Agreement. The Purchaser shall have no recourse against any property or asset of UC Leslieville, except for an unsecured claim against the estate of UC Leslieville and, to the extent expressly set out herein, the return of the New Deposit.
23. Tarion Warranty Corporation
- (a) The Vendor covenants that on completion of this transaction a warranty certificate for the Unit will be requested by the Vendor or the Vendor's Representative from TWC. The Vendor or the Vendor's Representative further covenants to request from TWC for the benefit of the Corporation a similar warranty certificate with respect to the common elements. The Purchaser acknowledges and agrees that any warranties of workmanship or materials, in respect of any aspect of the construction of the Condominium including the Unit, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be limited to only those warranties deemed to be given by TWC, which warranties shall extend only for the time period and in respect of those items as stated in the ONHWPA, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition precedent to, concurrent with or in any way affecting this Agreement, the Condominium or the Unit, other than as expressed herein. Notwithstanding anything otherwise contained herein, neither the Receiver, Vendor or the estate of UC Leslieville shall have any liability in connection with any representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with or in any way affecting this Agreement, the Condominium or the Unit.
- (b) The Purchaser acknowledges and agrees that:
- (i) it is responsible for conducting and has conducted its own searches and investigations of the Unit and the Condominium and it is satisfied with the Unit and the Condominium and all matters and things connected with it or in any way related to it, and is relying entirely upon its own investigations in entering into this Agreement;
- (ii) the Unit is being purchased by the Purchaser on an "as is, where is" basis at the Purchaser's own risk and peril and without any express or implied agreement, representation or warranty of any kind about the Unit, the fixtures, fittings and equipment located therein, contents, condition, suitability for development, fitness for a particular purpose, merchantability, title, physical characteristics, square footage, profitability, use or zoning, environmental condition, existence of latent defects, quality, or any other aspect or characteristic of the Unit and the Condominium;

- (iii) actual usable floor space of the Unit may vary from the stated floor area;
- (iv) the Receiver shall have no liability or obligation with respect to the value, state, contents or condition of the Unit and the Condominium, whether or not the matter is within the knowledge or imputed knowledge of the Receiver, its officers, employees, directors, agents, representatives and contractors;
- (v) the Receiver makes no agreements, representations or warranties concerning any statements made or other information delivered or made available to the Purchaser or any other person with respect to the Unit and the Condominium. For greater certainty, the Receiver is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Unit and the Condominium, or the operation of them, furnished by any real estate broker, agent, employee, Craft or other person; and
- (vi) without limiting the foregoing, any conditions, warranties or representations expressed or implied pursuant to the Act, the *Sale of Goods Act* (Ontario), or any similar legislation in the Province of Ontario, do not apply to this purchase and are waived by the Purchaser.

Right of Entry

24. Notwithstanding the Purchaser occupying the Unit on the Occupancy Date or the closing of this transaction and the delivery of title to the Unit to the Purchaser, as applicable, the Vendor, the Vendor's Representatives or any person authorized by them shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Unit and the common elements in order to make inspections or to do any work or replace therein or thereon which may be deemed necessary by the Vendor in connection with the Unit or the common elements and such right shall be in addition to any rights and easements created under the Act. A right of entry in favour of the Vendor for a period not exceeding five (5) years similar to the foregoing may be included in the Transfer/Deed or other conveyance document provided on the Title Transfer Date and acknowledged by the Purchaser at the Vendor's sole discretion.

Occupancy

25. (a) The Unit shall be deemed to be substantially completed when the interior work has been finished to the minimum standards allowed by the Municipality so that the Unit may be lawfully occupied notwithstanding that there remains other work within the Unit and/or the common elements to be completed. The Purchaser shall not occupy the Unit until the Municipality has permitted same or consented thereto, if such consent is required and the Occupancy Date shall be postponed until such required consent is given. The Purchaser shall not require the Vendor to provide or produce an occupancy permit, certificate or authorization from the Municipality other than the documentation required by Paragraph 9 of the Tarion Addendum. Provided that the Vendor or the Vendor's Representative complies with Paragraph 9 of the Tarion Addendum, the Purchaser acknowledges that the failure to complete the common elements before the Occupancy Date shall not be deemed to be failure to complete the Unit, and the Purchaser agrees to complete this transaction notwithstanding any claim submitted to the Vendor and/or to the TWC in respect of apparent deficiencies or incomplete work provided, always, that such incomplete work does not prevent occupancy of the Unit as, otherwise, permitted by the Municipality.
- (b) If the Unit is substantially complete and fit for occupancy on the Occupancy Date, as provided for in subparagraph (a) above, but the Creating Documents have not been

registered, (or in the event the Condominium is registered prior to the Occupancy Date and closing documentation has yet to be prepared), the Purchaser shall pay to the Vendor a further amount on account of the Purchase Price specified in Paragraph 1(b) hereof without adjustment save for any pro-rated portion of the Occupancy Fee described and calculated in Schedule "C", and the Purchaser shall occupy the Unit on the Occupancy Date pursuant to the Occupancy Licence attached hereto as Schedule "C".

Inspection

26. (a) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's Representative at the date and time designated by the Vendor or the Vendor's Representative, prior to the Occupancy Date, to conduct a pre-delivery inspection of the Unit (the "PDI") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Unit, on the TWC Certificate of Completion and Possession (the "CCP") and the PDI Form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the ONHWP. The said CCP and PDI Forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's Representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Unit in its discretion, the Vendor shall not be deemed to have waived the provision of this Paragraph or otherwise enlarged its obligations hereunder.
- (b) The Purchaser acknowledges that the Homeowner Information Package as defined in TWC Bulletin 42 (the "HIP") is available from TWC and that the Vendor further agrees that the Vendor or the Vendor's Representative will provide the HIP to the Purchaser or the Purchaser's designate, at or before the PDI. The Purchaser or the Purchaser's designate agrees to execute and provide to the Vendor the confirmation of receipt forthwith upon receipt of the HIP.
- (c) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.
- (d) In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI Forms at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law. Alternatively, the Vendor may, at its option, complete the within transaction but not provide the keys to the Unit to the Purchaser until the CCP and PDI Forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI Forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor the Purchaser's attorney and/or agent and/or designate to complete the CCP and PDI Forms on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate had executed the CCP and PDI Forms.

- (e) In the event the Purchaser and/or the Purchaser's designate fails to execute the confirmation of receipt of the HIP forthwith upon receipt thereof, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law.

Purchaser's Default

27. (a) In the event that the Purchaser is in default with respect to any of his or her or their obligations contained in this Agreement or in the Occupancy License on or before the Title Transfer Date and fails to remedy such default forthwith, if such default is a monetary default and/or pertains to the execution and delivery of documentation required to be given to the Vendor on the Occupancy Date or the Title Transfer Date, or within five (5) business days of the Purchaser being so notified in writing with respect to any other non-monetary default, then the Vendor, in addition to (and without prejudice to) any other rights or remedies available to the Vendor (at law or in equity) may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits and privileges contained herein (including without limitation, if applicable, the right to make colour and finish selections with respect to the Unit as hereinbefore provided or contemplated), and/or unilaterally declare this Agreement and the Occupancy License, if applicable, to be terminated and of no further force or effect. All monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon and monies paid or payable (if any) for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Unit, shall be forfeited to the Vendor for the benefit of the estate of UC Leslieville.
- (b) Notwithstanding anything to the contrary in this Agreement, any default of the Purchaser under this Agreement which results in the Vendor unilaterally declaring this Agreement and the Occupancy License, if applicable, to be terminated and of no further force or effect shall constitute a default of the Purchaser under the Original APS, in which case all monies paid under the Original APS (including the Old Deposit and monies paid for extras or upgrades or changes ordered by the Purchaser), together with any interest earned thereon, shall be forfeited to the Vendor for the benefit of the estate of UC Leslieville.
- (c) The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. The aforesaid retention of monies is in addition to (and without prejudice to) any other rights or remedies available to the Vendor at law or in equity. In the event of the termination of this Agreement and/or the Occupancy License by reason of the Purchaser's default as aforesaid, then the Purchaser shall be obliged to forthwith vacate the Unit (or cause same to be forthwith vacated) if same has been occupied (and shall leave the Unit in a clean condition, without any physical or cosmetic damages thereto, and clear of all garbage, debris and any furnishings and/or belongings of the Purchaser), and shall execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser does not have (and the Purchaser hereby covenants and agrees that he/she/they does not have) any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) prior to the completion of this transaction and the payment of the entire Purchase Price to the Vendor or the Vendor's solicitors as hereinbefore provided, and in the event the

Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his or her lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of the *Powers of Attorney Act*, R.S.O. 1990, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser. In the event the Vendor's Solicitors or an Escrow Agent is/are holding any of the deposits in trust pursuant to this Agreement, then in the event of default as aforesaid, the Purchaser hereby releases the said solicitors or Escrow Agent from any obligation to hold the deposit monies, in trust, and shall not make any claim whatsoever against the said solicitors or Escrow Agent and the Purchaser hereby irrevocably directs and authorizes the said solicitors or Escrow Agent to deliver the said deposit monies and accrued interest, if any, to the Vendor.

- (d) Notwithstanding subparagraph (a) above, the Purchaser acknowledges and agrees that if any amount, payment and/or adjustment which are due and payable by the Purchaser to the Vendor pursuant to this Agreement are not made and/or paid on the date due, but are subsequently accepted by the Vendor, notwithstanding the Purchaser's default, then such amount, payment and/or adjustment shall, until paid, bear interest at the rate equal to eight (8%) percent per annum above the bank rate as defined in subsection 19(2) of O. Reg. 48/01 to the Act at the date of default.

Common Elements

28. The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of issuance of the conditional building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any equal, higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his/her successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any elevations, building specifications or site plans of any part of the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approval or architectural control. Such changes may be to the plans and specifications existing at inception of the Condominium or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales material, including without limitation, brochures, and models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications, provided the substituted materials are in the judgment of the Project Architect whose determination shall be final and binding, of equal or better quality. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.

Executions

29. The Purchaser agrees to provide to the Vendor's Solicitors on the Occupancy Date and the Title Transfer Date a clear and up-to-date Execution Certificate confirming that no executions are filed at the local Land Titles Office against the individual(s) in whose name title to the Unit is being taken.

Risk

30. The Unit shall be and remain at the risk of the Vendor until the Title Transfer Date, subject to the terms of the Occupancy Licence attached hereto as Schedule "C". If any part of the Condominium is damaged before the Creating Documents are registered, the Vendor may in its sole discretion either:
- (a) make such repairs as are necessary to complete this transaction and, if necessary, delay the Occupancy Date in the manner permitted in Paragraph 5 of the Tarion Addendum;
 - (b) terminate this Agreement and, provided that the Purchaser is not then in default under this Agreement, return to the Purchaser all deposit (other than the Old Deposit) paid by the Purchaser to the Vendor, with interest payable under law, if there is substantial damage to all or any part of the Condominium, or if the Syndicate retains the insurance proceeds relating to such damage (for certainty, in the case of such termination the provisions of Paragraph 20 shall apply); or
 - (c) apply to a court of competent jurisdiction for an order terminating the Agreement in accordance with the provisions of subsection 79(3) of the Act;

it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

Tender/Termet

31. (a) Any tender of documents or monies hereunder, including those required to be exchanged on the Occupancy Date and/or Title Transfer Date shall be made respectively upon the Vendor or the Purchaser, or upon their respective solicitors, as hereinafter set out and any money shall be tendered by wire transfer (using Large Value Transaction protocols) or, if permitted by the Vendor, by direct deposit of the monies into the Vendor's solicitor's trust account in accordance with the requirements provided by such Vendor's solicitor. The Vendor shall be allowed to tender and deliver documentation to the Purchaser and/or his or her solicitor by electronic mail and/or by posting the documentation required to be delivered to the Purchaser on the Occupancy Date and/or Title Transfer Date on an internet web site and providing notice to the Purchaser and/or his/her solicitor with the method of accessing such documents on such internet site and the internet address of such web site. In the event the Vendor's documents are emailed or posted on such site, said documents may be executed electronically in accordance with the *Electronic Commerce Act (Ontario)* and the emailing or posting of such documentation, electronically signed where required, and the notification to the Purchaser's solicitor or the Purchaser of where on the world wide web such documents can be accessed, shall be deemed to be effective tender of such documents on the Purchaser and/or their solicitor. Tender of any documents on the Purchaser other than those delivered via the web or internet may be made on the Purchaser's solicitor by fax and/or email. Notwithstanding anything set out herein to the contrary, any tender upon the Vendor on the Occupancy Date and/or Title Transfer Date must be made at the offices of its solicitor during normal business hours, which shall be deemed to be 9:00 a.m. to 4:30 p.m. on any business day (excluding weekends and statutory holidays). Save and except as specifically hereinafter set out to the contrary, any tender upon the Purchaser on the Occupancy Date and/or Title Transfer Date, if required, may be made by the Vendor's solicitor by he/she confirming to the Purchaser's solicitor in writing that:

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- (i) that they have already delivered to the Purchaser's solicitor, such documents, undertakings, affidavits of the Vendor or its solicitor as may be required to effect a proper tender for the purposes of the interim and/or final closing of this transaction (either by way of delivery of the documents by email and/or the posting of such documents, electronically executed, on an internet web site as hereinbefore set out);
- (ii) that the Vendor has advised that keys for the Units are available for release at the Property and/or the head office of the Vendor (on the Occupancy Date and/or Title Transfer Date as applicable);
- (iii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
- (iv) with respect to the closing of the transaction, has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the co-operation or participation of the Purchaser's solicitor, and specifically when the "completeness signatory" for the transfer/deed has been electronically "signed" by the Vendor's solicitors;

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds and without any requirement to have an independent witness evidencing the foregoing. The delivery of such written confirmation shall be deemed to be complete and effective tender. The Purchaser covenants acknowledges and agrees that the Vendor's and its solicitor's documents may be electronically signed in accordance with the *Electronic Commerce Act, 2000 Ch. 17, S.O. 2000*, as amended, and that such electronic form of execution of the documents shall be satisfactory for the purposes of this Agreement and this tender provision

- (b) In the event that the Purchaser or his solicitor has not delivered the requisite documents and/or monies as hereinbefore set out at such location and by 4:30 p.m. on the Occupancy Date and/or Title Transfer Date, then the Purchaser shall be deemed for all purposes to have waived tender by the Vendor. The Purchaser shall be estopped and forever barred from claiming any defect in the title to the Units and/or Property, or any deficiency in the construction thereof, or that the Vendor was unable or unwilling to provide occupancy of the Residential Unit and/or complete this transaction in accordance with the provisions of this Agreement and/or the Tarion Addendum. It is further provided that, notwithstanding the preceding provisions, that in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Occupancy Date and/or Title Transfer Date, that the Purchaser is unable or unwilling to complete the purchase transaction or take possession of the Units (or any portion thereof), the Vendor shall be relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor or provide any documentation to the Purchaser as hereinbefore set out and may exercise forthwith any and all of its right and remedies provided or in this Agreement and at law. The Purchaser hereby acknowledges and agrees that the key(s) to the Units shall be released to him/her directly from the site and/or head office of the Vendor when the Purchaser becomes entitled to same in accordance with this Agreement, and the Vendor shall not otherwise be required to produce or deliver a key to the Units on the Occupancy Date and/or Title Transfer Date, or as part of any tender in connection therewith. In the event the Purchaser or his Solicitor fails to appear or appears and fails to close, such attendance by

the Vendor's representative or solicitor at the Vendor's solicitor's office shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time.

32. As the electronic registration system (hereinafter referred to as the "**Teraview Electronic Registration System**" or "**TERS**") is operative in the applicable Land Titles Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail:
- (a) The Purchaser shall be obliged to retain a lawyer, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "**Escrow Document Registration Agreement**"), establishing the procedures and timing for completing this transaction and to be executed by the Purchaser's solicitor and returned to the Vendor's solicitors at least ten (10) days prior to the Title Transfer Date. If the Vendor's solicitor provides written notice to the Purchaser's solicitor that it accepts and agrees to be bound by the terms of the form of Document Registration Agreement prepared by the Law Society of Upper Canada and adopted by the Joint LSUC – CBAO Committee on Electronic Registration of Title Documents, as may be amended from time to time, the Vendor's solicitor and the Purchaser's solicitor shall be deemed to have executed such form which shall be the Escrow Document Registration Agreement defined in this subparagraph 32(a) and referred to in this Agreement.
 - (b) The delivery and exchange of documents, monies and keys to the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
 - (c) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such time on the scheduled Occupancy Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, and shall pay a fee as determined by the Vendor's solicitor, acting reasonably for the use of the Vendor's computer facilities.
 - (d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.

- (e) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original or by electronic transmission of electronically signed documents through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document) to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
- (f) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
- (i) delivered all closing documents, keys and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement or the provisions of this Agreement;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor and specifically, when the Transfer of the Unit is created on the TERS system and messaged to the Purchaser's solicitor under the TERS system;

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

General

33. The Vendor shall provide a statutory declaration on the Title Transfer Date that UC Leslieville is not a non-resident of Canada within the meaning of the ITA.
34. The Purchaser agrees to pay the costs of registration of the Transfer/Deed for the Unit(s) and its own documents and any tax (including land transfer tax) in connection therewith.
35. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
36. This Offer and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agreement permits, their respective heirs, estate trustees, successors and permitted assigns.
37. The Purchaser acknowledges that the suite area of the Unit, as may be represented or referred to by the Vendor or any sales agent, or which appear in any sales material is approximate only, and

is generally measured to the outside of all exterior, corridor and stairwell walls, and to the centre line of all party walls separating one unit from another. NOTE: For more information on the method of calculating the floor area of any unit, reference should be made to Builder Bulletin No. 22 published by the TWC. Actual useable floor space may (therefore) vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living space within the confines of the Unit may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. In addition, the Purchaser is advised that the floor area measurements are generally calculated based on the middle floor of the Condominium building for each suite type, such that units on lower floors may have less floor space due to thicker structural members, mechanical rooms, etc., while units on higher floors may have more floor space. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Unit purchased hereunder are approximate only, and that the Purchase Price shall not be subject to any adjustment or claim for compensation whatsoever, whether based upon the ultimate square footage of the Unit, or the actual or useable living space within the confines of the Unit or otherwise. The Purchaser further acknowledges that the ceiling height of the Unit is measured from the upper surface of the concrete floor slab (or subfloor) to the underside surface of the concrete ceiling slab (or joists). However, where ceiling bulkheads are installed within the Unit, and/or where dropped ceilings are required, then the ceiling height of the Unit will be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever.

38. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
39. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
40. Each of the provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein. The Purchaser and the Vendor acknowledge and agree that this Agreement and all amendments and addenda thereto shall constitute an agreement made under seal.
41.
 - (a) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
 - (b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for another person or corporation for a disclosed or undisclosed beneficiary or principal (including, without limitation, a corporation to be incorporated), the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust as the case may be, shall be deemed and construed to constitute the personal indemnity of such person or persons so signing with respect to the obligations of the Purchaser herein and shall be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or any other relationships as a defence to such liability.

Notice

42. (a) Any notice required to be delivered under the provisions of the Tarion Addendum shall be delivered in the manner required by Paragraph 14 of the Tarion Addendum.
- (b) Any other notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or to the Purchaser's solicitor to their respective addresses indicated herein or to the address of the Unit after the Occupancy Date and to the Vendor at c/o Alvarez & Marsal Canada Inc. solely in its capacity as the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc., Royal Bank Plaza, South Tower, 200 Bay Street, Suite 2900, Toronto, ON M5J 2J1 Attention: Tony Zaspalis and Ryan Grunier or to the Vendor's Solicitors at the address indicated in this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, by electronic mail or by facsimile transmission and upon the third day following posting, excluding Saturdays, Sundays and statutory holidays. This agreement or any amendment or addendum thereto may, at the Vendor's option, be properly delivered if it delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.

Material Change

43. The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, due to site conditions or constraints, or for marketing considerations, or for any other legitimate reason, including without limitation any request or requirement of any of the governmental authorities or any request or requirement of the Project Architect or other design consultants:
- (a) change the Property's municipal address or numbering of the Unit (in terms of the unit number and/or level number ascribed to any one or more of the units comprising the Unit);
- (b) change, vary or modify the plans and specifications pertaining to the Unit or the Condominium, or any portion thereof (including architectural, structural, engineering, landscaping, grading, mechanical, site servicing and/or other plans and specifications) from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, including without limitation, making any change to the total number of dwelling, parking, locker and/or other ancillary units intended to be created within the Condominium, and/or any change to the total number of levels or floors within the Condominium, as well as any changes or alterations to the design, style, size and/or configuration of any dwelling or other ancillary units within the Condominium;
- (c) change, vary, or modify the number, size and location of any windows, column(s) and/or bulkhead(s) within or adjacent to (or comprising part of) the Unit, from the number, size and/or location of same as displayed or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser, including the insertion or placement of any window(s), column(s) and/or bulkhead(s) in one or more locations within the Unit which have not been shown or illustrated in any sales brochure(s),

model(s) or floor plan(s) previously delivered or shown to the Purchaser (regardless of the extent or impact thereof), as well as the removal of any window(s), column(s) and/or bulkhead(s) from any location(s) previously shown or illustrated in any sales brochure(s), model(s) in the sales office or otherwise; and/or

- (d) change the layout of the Unit such that same is a mirror image of the layout shown to the Purchaser (or a mirror image of the layout illustrated in any sales brochure or other marketing material(s) delivered to the Purchaser);

and that the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for any such changes, deletions, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence thereof, nor any notice thereof (unless any such change, deletion, alteration or modification to the said plans and specifications is material in nature (as defined by the Act) and significantly affects the fundamental character, use or value of the Unit and/or the Condominium, in which case the Vendor shall be obliged to notify the Purchaser in writing of such change, deletion, alteration or modification as soon as reasonably possible after the Vendor proposes to implement same, or otherwise becomes aware of same), and where any such change, deletion, alteration or modification to the said plans and specifications is material in nature, then the Purchaser's only recourse and remedy shall be the termination of this Agreement prior to the Title Transfer Date (and specifically within ten (10) days after the Purchaser is notified or otherwise becomes aware of such material change), and the return of the Purchaser's deposit monies (other than the Old Deposit), together with interest accrued thereon at the rate prescribed by the Act.

Cause of Action/Assignment

44. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than UC Leslieville, even though UC Leslieville may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties. Furthermore, the Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.
- (b) At any time prior to the Title Transfer Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation registered as a vendor pursuant to the ONHWPA and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and stead of the Vendor.

Non-Merger

45. The covenants and agreements of each of the parties hereto shall not merge on the Title Transfer Date, but shall remain in full force and effect according to their respective terms, until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. No further written assurances evidencing or confirming the non-merger of the covenants of either of the parties hereto shall be required or requested by or on behalf of either party hereto.

Notice/Warning Provisions

46. The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy Date or Title Transfer Date, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction. Notwithstanding the generality of the foregoing, the Purchaser agrees to be bound by the warnings set forth in Schedule "D" hereto.

Purchaser's Consent to the Collection and Limited Use of Personal Information

47. The Purchaser hereby consents to the Vendor's collection, use and disclosure of the Purchaser's personal information for the purpose of enabling the Vendor to proceed with the Purchaser's purchase of the Unit, completion of this transaction, and for post-closing and after-sales customer care purposes. Such personal information includes the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, marital and residency status, social insurance number (only with respect to subparagraph (b) below), financial information, desired suite design(s), and colour/finish selections. In particular, but without limiting the foregoing, the Vendor may disclose such personal information to:
- (a) Any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and the Canada Revenue Agency (i.e. with respect to HST);
 - (b) Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the ITA, as amended;
 - (c) The Condominium for the purposes of facilitating the completion of the Condominium's voting, leasing and/or other relevant records and to the Condominium's property manager for the purposes of facilitating the issuance of notices, the collection of common expenses and/or implementing other condominium management/administration functions;

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- (d) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (e) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, with respect to the Unit, including without limitation, the Syndicate, Craft, Terra Firma, the Vendor's Representatives, the Tarion Warranty Corporation, Travelers Guarantee Company of Canada and/or any warranty bond provider and/or excess condominium deposit insurer, required in connection with the development and/or construction financing of the Condominium and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (f) any insurance companies of the Vendor providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, and any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (g) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (h) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium (collectively, the "Utilities"), unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the Utilities;
- (i) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family, unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to said third party data processing companies;
- (j) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (k) any property manager retained to manage the Condominium prior to or during Interim Occupancy or at any time thereafter;
- (l) any person that the Receiver may deem necessary or desirable to fulfill its duties and obligations as the Court appointed receiver and manager and construction lien trustee of

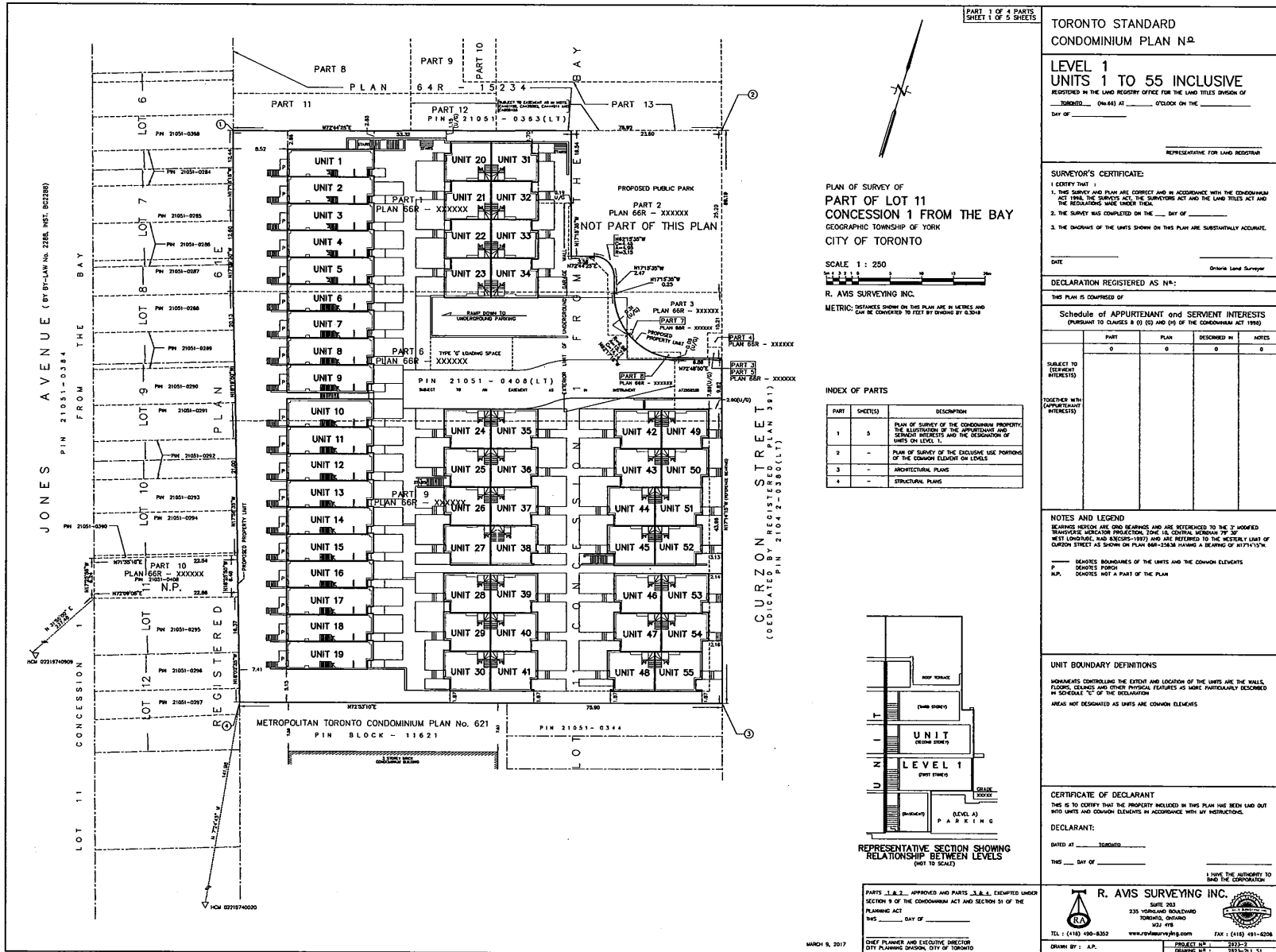
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the property and assets of UC Leslieville, or as it may deem to be necessary or desirable in connection with the Settlement Orders or the Receivership Proceeding; and

- (m) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Any questions or concerns of the Purchaser with respect to the collection, use or disclosure of his or her personal information may be delivered to the Vendor at the address set out in the Tarion Addendum, Attention: T. Zaspalis/R. Gruneir.

**SCHEDULE "A" TO THE AGREEMENT OF PURCHASE AND SALE
UNIT PLAN / SKETCH**



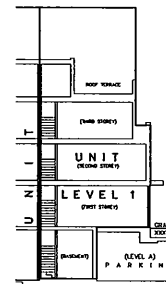
PLAN OF SURVEY OF
**PART OF LOT 11
 CONCESSION 1 FROM THE BAY**
 GEOGRAPHIC TOWNSHIP OF YORK
 CITY OF TORONTO

SCALE 1 : 250

 R. AMS SURVEYING INC.
 METRIC: DIMENSIONS SHOWN ON THIS PLAN ARE IN METRES AND
 CAN BE CONVERTED TO FEET BY DIVING BY 0.3048

INDEX OF PARTS

PART	SHEET(S)	DESCRIPTION
1	5	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE LOCATION OF THE APPURTENANCE AND SERVICED INTERESTS AND THE DESIGNATION OF UNITS ON LEVEL 1.
2	-	PLAN OF SURVEY OF THE EXCLUSIVE USE PORTION OF THE COMMON ELEMENT ON LEVELS
3	-	ARCHITECTURAL PLANS
4	-	STRUCTURAL PLANS



REPRESENTATIVE SECTION SHOWING
 RELATIONSHIP BETWEEN LEVELS
 (NOT TO SCALE)

PARTS 1, 2, 3 APPROVED AND PARTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55 IDENTIFIED UNDER SECTION 9 OF THE CONDOMINIUM ACT AND SECTION 51 OF THE PLANNING ACT
 THIS _____ DAY OF _____
 MARCH 9, 2017
 CHIEF PLANNER AND EXECUTIVE DIRECTOR
 CITY PLANNING DEPARTMENT, CITY OF TORONTO

TORONTO STANDARD
 CONDOMINIUM PLAN No.

**LEVEL 1
 UNITS 1 TO 55 INCLUSIVE**
 REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF
 TORONTO (ON 64) AT _____ O'CLOCK ON THE _____ DAY OF _____
 REPRESENTATIVE FOR LAND REGISTRY

SURVEYOR'S CERTIFICATE:
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT (SINCE THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM).
 2. THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____
 3. THE DIMENSIONS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.
 DATE _____
 Ontario Land Surveyor

DECLARATION REGISTERED AS N°:
 THIS PLAN IS COMPOSED OF

Schedule of Appurtenance and SERVICED INTERESTS
 (PURSUANT TO CLAUSES 8 (1) (C) AND (D) OF THE CONDOMINIUM ACT 1990)

PART	PLAN	DESCRIBED IN	NOTES
0	0	0	0

SUBJECT TO (SERVICED INTERESTS)
 TOGETHER WITH (CONDOMINIUM INTERESTS)

NOTES AND LEGEND
 BEARINGS AND DISTANCES ARE GIVEN IN METRES AND ARE REFERENCED TO THE 3-DIMENSIONAL TRANSVERSE MERCATOR PROJECTION, ZONE 18, CENTRAL MERIDIAN 79° 30' WEST LONGITUDE, NAD 83 (EPSG:1857) AND ARE REFERRED TO THE NUTHERLY LIGHT OF CURTIS STREET AS SHOWN ON PLAN 64R-15234 HAVING A BEARING OF N171°15'15".
 ———— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS
 P DENOTES PORTS
 N.P. DENOTES NOT A PART OF THE PLAN

UNIT BOUNDARY DEFINITIONS
 DIMENSIONS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, FLOORING, CEILING AND OTHER PHYSICAL FEATURES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 1 OF THE REGULATION.
 AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS

CERTIFICATE OF DECLARANT
 THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN Laid OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH MY INSTRUCTIONS.
 DECLARANT:
 DATED AT _____ TORONTO _____
 THIS _____ DAY OF _____

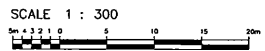
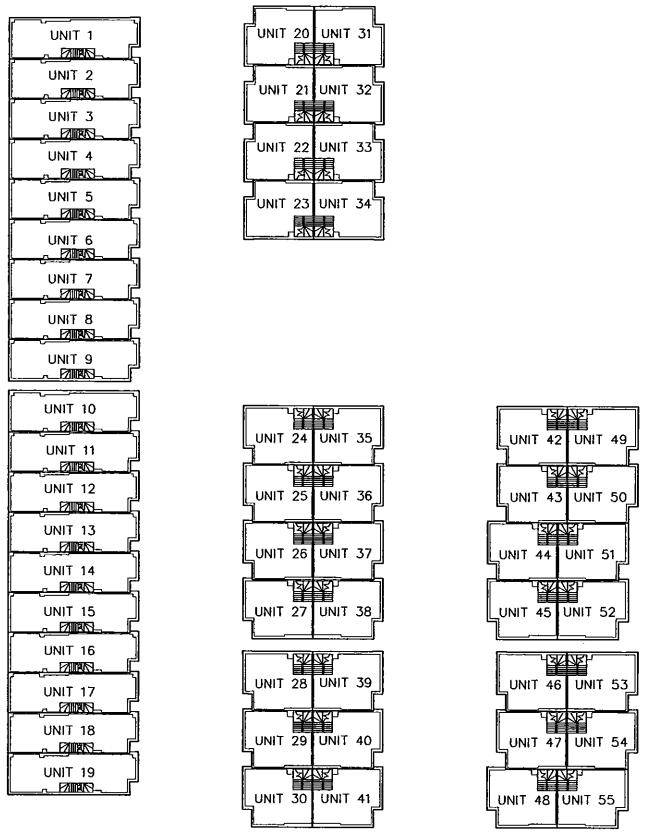
I HAVE THE AUTHORITY TO SIGN THE CORPORATION

R. AMS SURVEYING INC.
 SUITE 303
 230 YORKLAND ROAD/AVENUE
 TORONTO, ONTARIO
 M2H 1R8
 TEL: (416) 490-8352 www.ramsurveying.com FAX: (416) 491-8206
 DRAWN BY: A.P. PROJECT NO.: 2017-2 DRAWING NO.: 2017-2L1.1

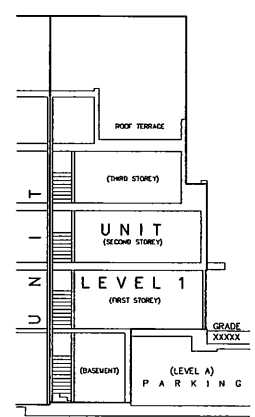
PART 1 OF 4 PARTS
SHEET 2 OF 5 SHEETS

TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(2ND STOREY)



SCALE 1 : 300
R. AVIS SURVEYING INC.
METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

NOTES AND LEGEND
— DEVOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS



R. AVIS SURVEYING INC.

SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2T 4Y9



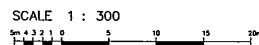
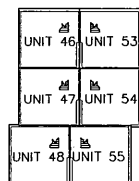
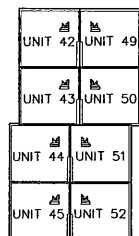
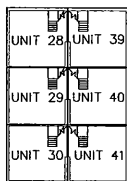
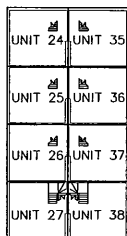
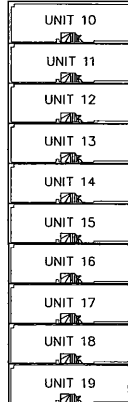
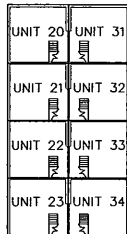
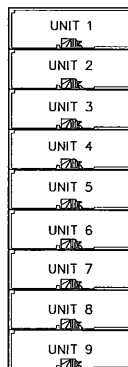
TEL : (416) 490-8352 www.ravissurveying.com FAX : (416) 491-6206
DRAWN BY : A.P. PROJECT N^o : 2623-2 DRAWING N^o : 2623-2L1_S2

MARCH 9, 2017

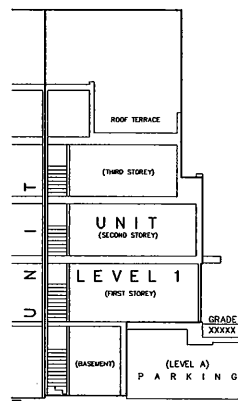
PART 1 OF 4 PARTS
SHEET 3 OF 5 SHEETS

TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(3RD STOREY)



R. AVIS SURVEYING INC.
METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

NOTES AND LEGEND
— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS



R. AVIS SURVEYING INC.
SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2J 4Y8



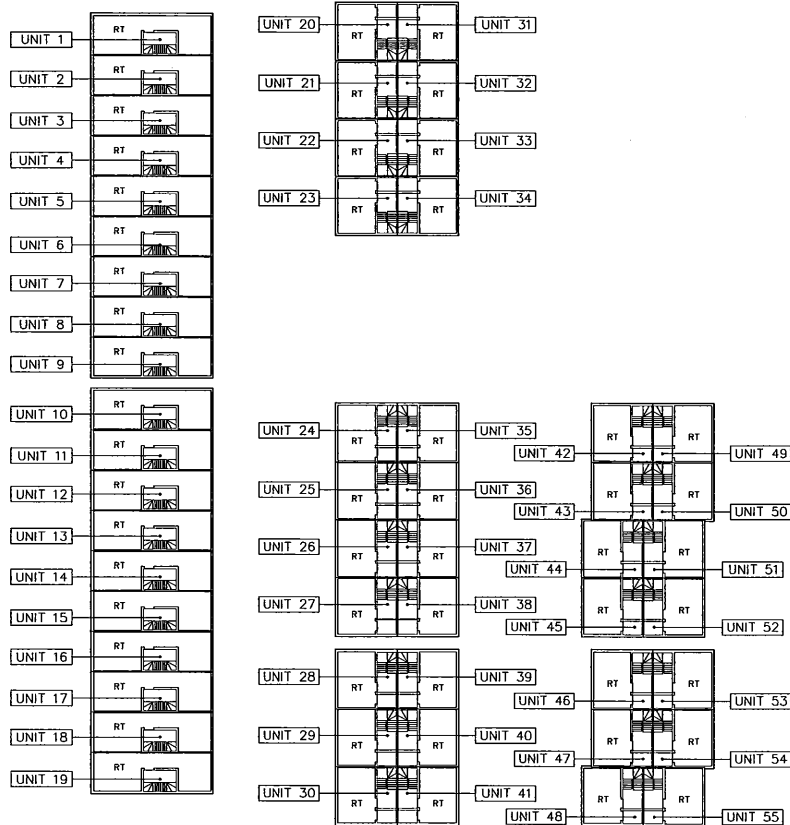
TEL : (416) 490-8352 www.ravissurveying.com FAX : (416) 491-6206
DRAWN BY : A.P. PROJECT NO : 2623-2
DRAWING NO : 2623-2L1_S3

MARCH 9, 2017

PART 1 OF 4 PARTS
SHEET 4 OF 5 SHEETS

TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(ROOF)

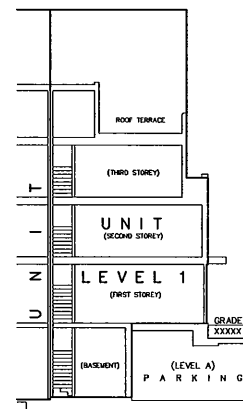


SCALE 1 : 300



R. AVIS SURVEYING INC.

METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

NOTES AND LEGEND

— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS
RT DENOTES ROOF TERRACE



R. AVIS SURVEYING INC.

SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2J 4Y8



TEL : (416) 490-8352

www.ravissurveying.com

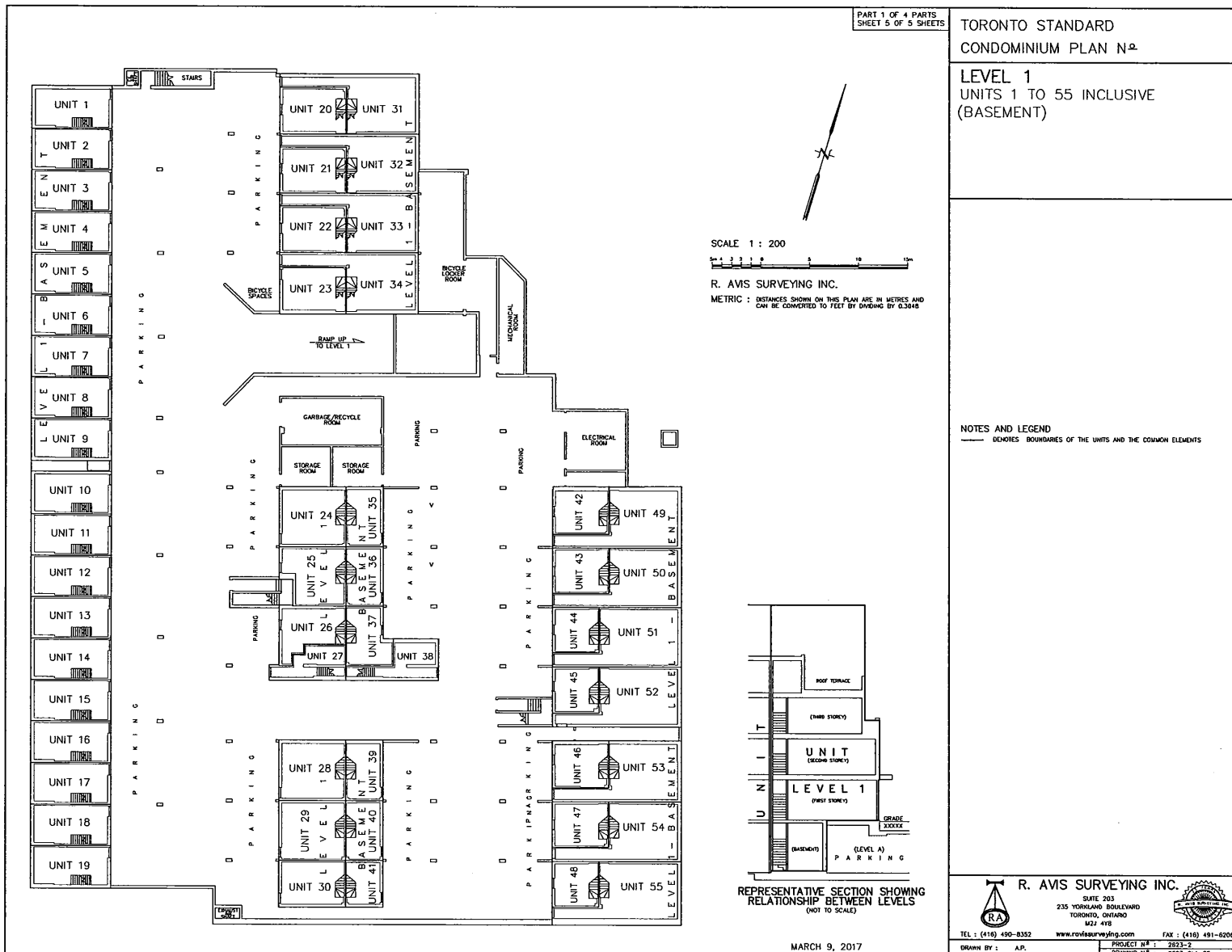
FAX : (416) 491-6206

DRAWN BY : A.P.

PROJECT N^o : 2623-2

DRAWING N^o : 2623-2L1_54

MARCH 9, 2017



PART 1 OF 4 PARTS
SHEET 5 OF 5 SHEETS

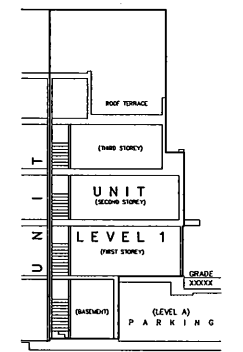
TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(BASEMENT)

SCALE 1 : 200

R. AVIS SURVEYING INC.
METRIC : DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES AND LEGEND
— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

MARCH 9, 2017

R. AVIS SURVEYING INC.

SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2Z 4Y8

TEL : (416) 490-8352 www.ravisurveying.com FAX : (416) 491-6206

DRAWN BY : AP PROJECT # : 2623-2 DRAWING # : 2623-2L1-55

SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE
FEATURES AND FINISHES

Architectural Features

- Brick, stone and stucco facades as per plan and model elevations.
- Architecturally selected energy efficient windows complete with thermal glazing and removable screens.
- Architecturally selected exterior front entry door with high security locking mechanism.

Kitchen Features

- Contemporary European design cabinetry in selection of wood stained and coloured finishes from Vendor's samples.
- Stone countertops in a selection of marbles, granites and quartz from Vendor's samples.
- Island will feature a cantilevered top for bar seating as per plan.
- Undermount stainless steel sink with pull out faucet.
- Matching designer backsplash in selection of stones, marbles or glass tiles from Vendor's samples.
- Designer selected ceiling mount lighting.
- Brand name appliance package including:
 - Stainless steel finish gas range
 - Stainless steel finish dishwasher
 - Stainless steel finish refrigerator
 - Stainless steel finish over the range microwave

Bathroom Features

- Contemporary European design cabinetry in selection of wood stained and coloured finishes from Vendor's samples.
- Stone countertops in a selection of marbles, granites and quartz from Vendor's samples.
- Soaker tub in bedroom ensuite bathrooms, as per plan.
- Freestanding bathtub in Master ensuite, as per plan.
- Temperature controlled mixing valve to tub/shower.
- Vanity mirrors with polished edges above basin vanity.
- Ceramic tile tub/shower surround from Vendor's samples
- Ceramic tile flooring from Vendor's samples
- Pedestal sink in powder room.
- Privacy locks on all bathroom doors.
- Designer selected wall mounted lighting above vanity.

Laundry Area Features

- Ceramic tile flooring.
- Full size front load washer and dryer vented to exterior.

Roof Deck / Exterior Features

- Exterior duplex outlet.
- Exterior non-freeze hose bib connection.
- Exterior quick disconnecting gas barbeque connection.
- Steel insulated door leading to roof deck terrace.
- Exterior insulated garden door leading to rear yard as per plan.

General Features

- Approximately 9'-0" ceiling height on ground floor *
- Prefinished hardwood flooring on main floor and bedroom floors per plans from Vendor's samples
- Oak handrails and pickets with stain finish.
- Oak staircase with stain finish.
- Gas fireplace with selection of marble or stone surround from Vendor's samples, as per plan.
- White painted doors with contemporary style hardware of brushed chrome finish.
- Approximately 5" contemporary baseboards throughout with approximately 3" casings on all windows and doorways.
- Sliding panel doors to closets complete with shelving.
- Smooth paint finished ceilings.

Engineering Features

- iPad Home Control system for lighting, security, heating/cooling and sound, including iPad2 and docking station.
- Service panels with circuit breakers.
- Pre-wired television outlets in bedrooms and family room as per plans.
- 30 standard pot lights.
- Designer selected lighting fixtures in main entrance, kitchen and main bathroom.
- Pre-wired telephone outlets in kitchen, family room and bedrooms.
- Rough-in security system.
- Smoke and carbon monoxide detectors as per code.
- High velocity heating and air-conditioning system.
- Individually meter hydro, gas and water.

Basement Features

- Finished with drywall and painted white.

- Broadloom flooring with underpadding from Vendor's samples.
- Insulated metal entry door system.

General

- Subject to paragraph 5 of the Agreement of Purchase and Sale of which this Schedule "B" forms part, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule "B" or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
 - Marble and wood are subject to natural variations in colour and grain. Ceramic tile and broadloom are subject to pattern, shade and colour variations. Floors and specific finishes will depend on Vendors package as selected. All specifications, dimensions and materials are subject to change without notice.
 - If the Dwelling is at a stage of construction which will enable the Vendor to permit the Purchaser to make colour and material choices from the Vendor's standard selections, then the Purchaser shall have until the Vendor's date designated by the Vendor (of which the Purchaser shall be given at least seven (7) days prior to notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period, the Vendor may irrevocably exercise all of the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours or materials so selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule "B" provided that such materials and items are of equal quality to or better than the materials and items set out herein.
 - The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard feature listed herein which is omitted at the Purchaser's request.
 - References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide an equivalent model.
 - All dimensions, if any, are approximate.
 - All specifications and materials are subject to change without notice.
 - Pursuant to this Agreement or this Schedule "B" or pursuant to a supplementary agreement or purchase order the Purchase may have requested the Vendor to construct an additional feature within the Dwelling which is in the nature of an optional extra (such as, by way of example only, a fireplace); if, as a result of building, construction or site conditions within the Dwelling or the Building, the Vendor is not able to construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest and in all other respects this Agreement shall continue in full force and effect.
 - Floor and specific features will depend on the Vendor's package as selected.
 - Actual usable floor space may vary from the stated floor area.
- * Ceiling Heights in some areas may be lower due to heating/ventilation supply ductwork.

E. & O.E.

SCHEDULE "C" TO THE AGREEMENT OF PURCHASE AND SALE

TERMS OF OCCUPANCY LICENCE

1. The transfer of title to the Unit shall take place on the Title Transfer Date upon which date, unless otherwise expressly provided for hereunder, the term of this Occupancy Licence shall be terminated.
2. The Purchaser shall pay or have paid to the Vendor, on or before the Occupancy Date, by lawyers certified trust cheque drawn on a Canadian chartered bank or wire transfer the amount set forth in Paragraph 1(b) of this Agreement without adjustment. Upon payment of such amount on the Occupancy Date, the Vendor grants to the Purchaser a licence to occupy the Unit from the Occupancy Date.
3. The Purchaser shall pay to the Vendor (or as it may direct in writing) the Occupancy Fee calculated as follows:
 - (a) the amount of interest payable in respect of the unpaid balance of the Purchase Price at the prescribed rate. In determining the unpaid balance of the Purchase Price, the Purchaser shall receive credit for the Old Deposit. The Purchaser acknowledges and agrees that other than as provided in this Paragraph 3(a), the Old Deposit shall be dealt with as set out in the Agreement.
 - (b) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the Unit (including local improvement charges pursuant to the Local Improvement Charges Act, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed, notwithstanding the same may not have been levied or paid on the Title Transfer Date; and
 - (c) the projected monthly common expense contribution for the Unit;

as an occupancy charge on the first day of each month in advance during Interim Occupancy, no part of which shall be credited as payments on account of the Purchase Price, but which payments shall be a charge for occupancy only. If the Occupancy Date is not the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month by certified funds. The Purchaser shall deliver to the Vendor on or before the Occupancy Date a series of post-dated cheques as required by the Vendor for payment of the estimated monthly Occupancy Fee. The Occupancy Fee may be recalculated by the Vendor, from time to time based on revised estimates of the items which may be lawfully taken into account in the calculation thereof and the Purchaser shall pay to the Vendor such revised Occupancy Fee following notice from the Vendor. With respect to taxes, the Purchaser agrees that the amount estimated by the Vendor on account of municipal realty taxes attributed to the Unit shall be subject to recalculation based upon the real property tax assessment or reassessment of the Units and/or Condominium, issued by the municipality after the Title Transfer Date and the municipal tax mill rate in effect as at the date such assessment or reassessment is issued. The Occupancy Fee shall thereupon be recalculated by the Vendor and any amount owing by one party to the other shall be paid upon demand.
4. The Purchaser shall be allowed to remain in occupancy of the Unit during Interim Occupancy provided the terms of this Occupancy Licence and the Agreement have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of occupancy the Vendor in its sole discretion and without limitation of any other rights or remedies provided for in

this Agreement or at law may terminate this Agreement and revoke the Occupancy Licence whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Vendor may take whatever steps it deems necessary to obtain vacant possession and the Purchaser shall reimburse the Vendor for all costs it may incur.

5. At or prior to the time that the Purchaser takes possession of the Unit, the Purchaser shall execute and deliver to the Vendor any documents, directions, acknowledgments, assumption agreements or any and all other documents required by the Vendor pursuant to this Agreement, in the same manner as if the closing of the transaction was taking place at that time.
6. The Purchaser shall pay the monthly Occupancy Fee during Interim Occupancy and the Vendor shall destroy all unused post-dated Occupancy Fee cheques on or shortly after the Title Transfer Date.
7. The Purchaser agrees to maintain the Unit in a clean and sanitary condition and not to make any alterations, improvements or additions thereto without the prior written approval of the Vendor which may be unreasonably withheld. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the Unit by the supplier of such services and not the responsibility of the Corporation under the Condominium Documents.
8. The Purchaser's occupancy of the Unit shall be governed by the provisions of the Condominium Documents and the provisions of this Agreement. The Unit may only be occupied and used in accordance with the Condominium Documents and for no other purpose.
9. Subject to the rights of the Vendor under Paragraph 20(b) of the attached Agreement, the Vendor covenants to proceed with all due diligence and dispatch to register the Creating Documents. If the Vendor for any reason whatsoever is unable to register the Creating Documents and therefore is unable to deliver a registrable Transfer/Deed to the Purchaser within twenty-four (24) months after the Occupancy Date, the Purchaser or Vendor shall have the right after such twenty-four (24) month period to give sixty (60) days written notice to the other, of an intention to terminate the Occupancy Licence and this Agreement. If the Vendor and Purchaser consent to termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to such date, after which this Agreement and Occupancy Licence shall be terminated and the provisions of Paragraph 20 of the attached Agreement shall apply, subject however, to the right of the Vendor to claim reimbursement from the Purchaser of any repair and redecorating expenses of the Vendor necessary to restore the Unit to its original state of occupancy, reasonable wear and tear excepted. The Purchaser and Vendor each agree to provide a release of this Agreement in the Vendor's standard form. If the Vendor and Purchaser do not consent to termination, the provisions of subsection 79(3) of the Act may be invoked by the Vendor.
10. The Vendor and the Purchaser covenant and agree, notwithstanding the taking of possession, that all terms hereunder continue to be binding upon them and that the Vendor may enforce the provisions of the Occupancy Licence separate and apart from the purchase and sale provisions of this Agreement.
11. The Purchaser acknowledges that the Vendor holds a fire insurance policy on the Condominium including all aspects of a standard unit only and not on any improvements or betterments made by or on behalf of the Purchaser. It is the responsibility of the Purchaser, after the Occupancy Date to insure the improvements or betterments to the Unit and to replace and/or repair same if they are removed, injured or destroyed. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused by the Vendor's willful misconduct.

12. The Purchaser agrees to indemnify the Vendor for all losses, costs and expenses incurred as a result of the Purchaser's neglect, damage or use of the Unit or the Condominium, or by reason of injury to any person or property in or upon the Unit or the Condominium resulting from the negligence of the Purchaser, members of his immediate family, servants, agents, invitees, tenants, contractors and licensees. The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the Unit or the Condominium as a result of the Purchaser's neglect, damage or use of the Unit or Condominium, he will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.
13. In accordance with subsections 80(6)(d) and (e) of the Act, subject to strict compliance by the Purchaser with the requirements of occupancy set forth in this Agreement, the Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during Interim Occupancy without the prior written consent of the Vendor which consent may be arbitrarily withheld. The Purchaser acknowledges that an administrative fee will be payable to the Vendor each time the Purchaser wishes to assign, sublet or dispose of the Occupancy License during Interim Occupancy.
14. The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor elects to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the Unit and/or the Condominium, the Occupancy Licence shall terminate forthwith upon notice from the Vendor to the Purchaser and the Purchaser shall vacate the Unit and deliver up vacant possession to the Vendor and all moneys, to the extent provided for in paragraph 20 hereof (excluding the Occupancy Fee paid to the Vendor) shall be returned to the Purchaser. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone.

SCHEDULE "D" TO THE AGREEMENT OF PURCHASE AND SALE**WARNING CLAUSES**

1. The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy date or Title Transfer Date, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction.
2. The Purchaser specifically acknowledges and agrees that the Condominium will be developed in accordance with any requirements that may be imposed from time to time by any Governmental Authorities, and that the proximity of the Property to major arterial roadways, (including Queen Street West and Dundas Street West), CN railway lands, and TTC transit operations may result in noise, vibration, electromagnetic interference, and stray current transmissions ("**Interferences**") to the Property and despite the inclusion of control features within the Condominium. These Interferences may continue to be of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. The Purchaser nevertheless agrees to complete this transaction in accordance with the terms hereof, notwithstanding the existence of such potential noise concerns, and the Purchaser further acknowledges and agrees that a noise-warning clause similar to the preceding sentence (subject to amendment by any wording or text recommended by the Vendor's noise consultants or by any of the governmental authorities) may be registered on title to the Property on the Title Transfer Date, if, in fact, same is required by any of the governmental authorities. Without limiting the generality of the foregoing, the Purchaser specifically acknowledges that the following noise warning clause has been inserted in this Agreement, at the request of the governmental authorities, namely: "Purchasers and Tenants are advised that despite the inclusion of noise control measures within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the residential occupants as the outdoor sound levels exceed the Ministry of the Environment and Climate Change's noise criteria. Glazing constructions have been selected and this residential Unit has been supplied with a central air conditioning system, which will allow exterior doors and windows to remain closed so that the indoor sound levels from road traffic and rail operations are within the Ministry of the Environment and Climate Change's noise criteria."
3. Without limiting the generality of Paragraph 2 above, the Purchaser acknowledges and agrees that:
 - (a) The residential Units have been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment and Climate Change's noise criteria.
 - (b) as and when other residential Units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants.

4. The Purchaser acknowledges that the Vendor's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy date, all at the Purchaser's sole cost and expense.
5. It is further acknowledged that one or more of the Development Agreements may require the Vendor to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, landscaping features and/or fencing, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways and/or nearby railway lines or airports. The Purchaser agrees to be bound by the contents of any such notice(s), whether given to the Purchaser at the time that this Agreement has been entered into, or at any time thereafter up to the Title Transfer Date, and the Purchaser further covenants and agrees to execute, forthwith upon the Vendor's request, an express acknowledgment confirming the Purchaser's receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Vendor.
6. The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, Vendor Representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after the Occupancy date, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.
7. The Vendor hereby reserves the right to increase or decrease the final number of residential, parking and/or other ancillary units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the residential Units ultimately comprised within the Condominium which have not yet been sold by the Vendor to any unit purchaser(s), all in the Vendor's sole discretion, and the Purchaser expressly acknowledges and agrees to the foregoing, provided that the final budget for the first year following registration of the Condominium is prepared in such a manner so that any such variance in the residential/parking and/or other ancillary Unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the residential and/or parking units sold by the Vendor to the Purchaser. Without limiting the generality of the foregoing, the Purchaser further acknowledges and agrees that one or more units situate adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined unit, and the overall residential Unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the Disclosure Statement prepared and delivered by the Vendor to the Purchaser in connection with this transaction.
8. The Purchaser hereby acknowledges and agrees that the Vendor cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser's occupancy of the residential Unit on the Occupancy Date, (or any acceleration or extension thereof as hereinbefore provided), and that the Purchaser shall be solely responsible for

directly contacting the Vendor's Representative in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis), and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) or the Occupancy Date, (or any acceleration or extension thereof, as aforesaid).

9. Despite the best efforts of the Toronto District School Board, sufficient accommodation might not be locally available for all students anticipated from the development area and that students may be accommodated in facilities outside the area, and further, that students may later be transferred.
10. The Purchaser hereby agrees for the purpose of transportation to school, if bussing is provided by the Toronto District School board in accordance with the Board's policy, that students will not be bussed from home to school, but will meet the bus at designated locations in or outside of the area.
11. UC Leslieville was enrolled as a registered builder with the New Home Warranty Program under the *Ontario New Home Warranty Plan Act* which is administered by Tarion Warranty Corporation. The Purchaser is advised to become familiar with his/her rights under the warranty program, as set out in the Tarion Homeowner Information Package, and with the requirements to provide notices to Tarion Warranty Corporation with respect to any building deficiencies or the quality of workmanship items in order to make claims under the warranty program, including the following:
 - (a) As part of the administration of the New Home Warranty Program a vendor/builder is required to conduct a Pre-Delivery Inspection (PDI) of all freehold homes and condominium units which is a formal record of the home's condition before the Purchaser takes possession and which will be used as a reference for future warranty service requests.
 - (b) The Purchaser is also advised that Tarion Warranty Corporation requires that the Purchaser must notify Tarion Warranty Corporation of outstanding warranty items by submitting a "30-day Form" to Tarion Warranty Corporation at Tarion Customer Centre, 5150 Yonge Street, Concourse Level, Toronto Ontario, M2N 6L8 or by mail, courier or fax to 1-877-664-9710 before the end of the first (30) days of possession of a home by the Purchaser.
 - (c) The Purchaser is advised that he/she must complete and submit a Year End Form to notify Tarion Warranty Corporation of outstanding warranty items in the final thirty (30) days of the first year of possession of a home by the Purchaser.
 - (d) The Purchaser is advised that he/she must complete and submit a Second-Year Form to notify Tarion Warranty Corporation of outstanding warranty items in the final thirty (30) days of the second year of possession of a home by the Purchaser.

Purchasers are advised that failure by them to submit the required notices to Tarion Warranty Corporation on a timely basis may affect their ability to make claims under the New Home Warranty Program.

12. Purchasers acknowledge and agree that they are absolutely prohibited from altering the grading and/or drainage patterns established by the Vendor in respect of the Condominium, and subject to the provisions of the declaration, by-laws and rules of the Condominium in force from time to time, residents shall not place any fence, shrub, bush, hedge or other landscaping treatment on any portion of the common elements of the Condominium save in accordance with the Creating Documents.
13. The Purchaser acknowledges and agrees that the primary HVAC equipment servicing the building (the "**Condominium Equipment**") may be furnished by an equipment lessor or owned by a supplier of geothermal heating and cooling, as determined by the Vendor in its sole discretion. In such event, the Condominium Equipment shall not be considered fixtures appurtenant to the Common Elements and shall constitute chattel property owned and retained by the lessor of the Condominium Equipment or geothermal supplier, as the case maybe. Accordingly, ownership of the Condominium Equipment is not included in the common interest attaching to the Unit purchased herein. Please consult the Condominium Documents for further information.
14. In addition to the above, the Purchaser acknowledges and agrees that in accordance with the Disclosure Statement and Declaration provided to the Purchaser for this project, the Vendor is reserving the right, in its sole and absolute discretion to sell the geothermal heating and cooling system and equipment (the "**Geothermal System**") to the Condominium Corporation at a cost of \$800,000.00 plus HST. In such event, the Vendor shall arrange a loan, which may be a green loan, for the full amount of the purchase price of the Geothermal System plus HST, which loan will be secured against any service units associated with the Geothermal System, as well as against the Common Elements. The terms of the loan are discussed in greater detail in the Disclosure Statement.
15. The Purchaser acknowledges and agrees that the Vendor reserves the right to add or relocate certain mechanical equipment within the Unit, including but not limited to, HVAC equipment and ancillary equipment, to be located and placed along either the interior of an outside wall or an interior demising wall, in accordance with engineering and/or architectural requirements.
16. The Purchaser of Units 23, 24, 34 and 35 are advised that the ramp to the Condominium's underground garage and Type G loading facility is located in close proximity to their Units.
17. Noise levels caused by the garage doors, mechanical facilities, loading areas may occasionally cause noise and inconvenience to residential occupants and visitors. At the point in time when the Residential Unit is required to be occupied by the Purchaser in accordance with the provisions of this Agreement, there may still be outstanding construction and/or finishing work to be undertaken by the Vendor/Declarant or the Vendor/Declarant's trades to portions of the exterior and/or interior of the Condominium which, pending the completion of all construction and finishing work in respect of the Condominium, may: (i) require the continued placement construction equipment and materials which may cause excessive levels of noise, vibration, dust and/or debris, which noise, vibration, dust and/or debris may be of concern to the Purchaser and may interfere with some activities of the Residential Unit's occupants. The Purchaser acknowledges that there may be noise, inconvenience and disruption to living conditions during construction of the Condominium. The Purchaser covenants that it will not interfere with the construction and completion of any portion of the Condominium by the Vendor or the Vendor's trades as they carry out their work. The Purchaser agrees that the foregoing may be pleaded as a bar to any objection thereto and the Vendor and its successors and assigns, and its and their affiliated entities shall not be responsible for any such claim

18. All Purchasers are advised that residents of the Condominium **may not** be permitted to purchase City of Toronto parking permits for street parking on Curzon Street or Jones Avenue.
19. Purchasers are advised that marketing material and site drawings and renderings ("**Marketing Material**") which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Vendor's or Vendor's Representative's design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Vendor's obligations hereunder.
20. The Municipality does not require off-site snow removal. However, in the case of heavy snow falls the limited storage space available on the property may make it necessary to truck the snow off the site and the cost of same will be included in the common expense fees,
21. The Purchasers acknowledge that the supply of electricity and/or water to each residential unit may be individually metered (the "Unit Meter") for consumption within the residential unit and the Purchaser will be invoiced for such consumption and all service or administration charges relating thereto (the "Unit Invoices") either by one or more private corporations providing re-sale, meter reading, payment and invoicing services to the Condominium corporation and Purchaser and/or by a water or hydro-electricity service provider or re-seller (collectively the "Service Provider"). The Unit Invoices will include the costs of all water and/or electrical power consumed by the residential unit as well as service charges based on per litre or gallon of water, per kilowatt per hour electricity consumed and other administration charges applicable to the metering service (with the costs of electricity, and other service charges hereinafter collectively referred to as the "Unit Services"). The Purchaser shall be responsible to pay the Unit Invoices in respect of the Unit Services as and when same are due and payable and such amounts, after the registration of the Condominium, shall be in addition to the common expenses payable by the Purchaser and shall not be included in the said common expenses. The cost of such Unit Services shall constitute an additional charge and such payment will not be credited against such Purchaser's obligation to pay occupancy fees in respect of the Purchaser's occupation of the residential unit. In addition to the Unit Invoices, the Service Provider may oblige the Purchaser to provide and/or replenish a security deposit, from time to time, in respect of Unit Services and such security deposit may be collected by the Vendor on closing. In the event that the Purchaser fails to pay the Unit Invoices on the due date, the Service Provider or the Condominium corporation shall have the right to use the security deposit to satisfy the Unit Invoices and/or the right to terminate the supply of the Unit Service to the residential unit, and not to commence supplying such Unit Services again unless and until the Purchaser provides or replenishes the security deposit and pays the Unit Invoices. In addition, the Condominium corporation shall have the right collect any amounts that are due and owing, which shall be deemed to be additional contributions toward common expenses and recoverable as such. The Purchaser covenants and agrees to execute, upon request, any metering/invoicing/leasing/service or utility supply agreement, or assumption of acknowledgment of same, as required by the Service Provider and/or Vendor. This shall not be deemed to be a representation and/or guarantee that there shall be individually metered and invoiced heat, energy, water and/or electricity services to the Units. The Purchaser should refer to the disclosure statement provided with respect to Condominium in this regard
22. The Purchaser acknowledges and agrees that the hot water heater, storage tank and ancillary devices ("**Hot Water Equipment**") located within his or her Unit is owned by a third party company, and is not being acquired by the Purchaser on the Title Transfer Date. The owner of the Hot Water Equipment, shall have the right to attach markings or identification plates to the Hot Water Equipment, to give notice of its ownership interest, which are not to be removed or

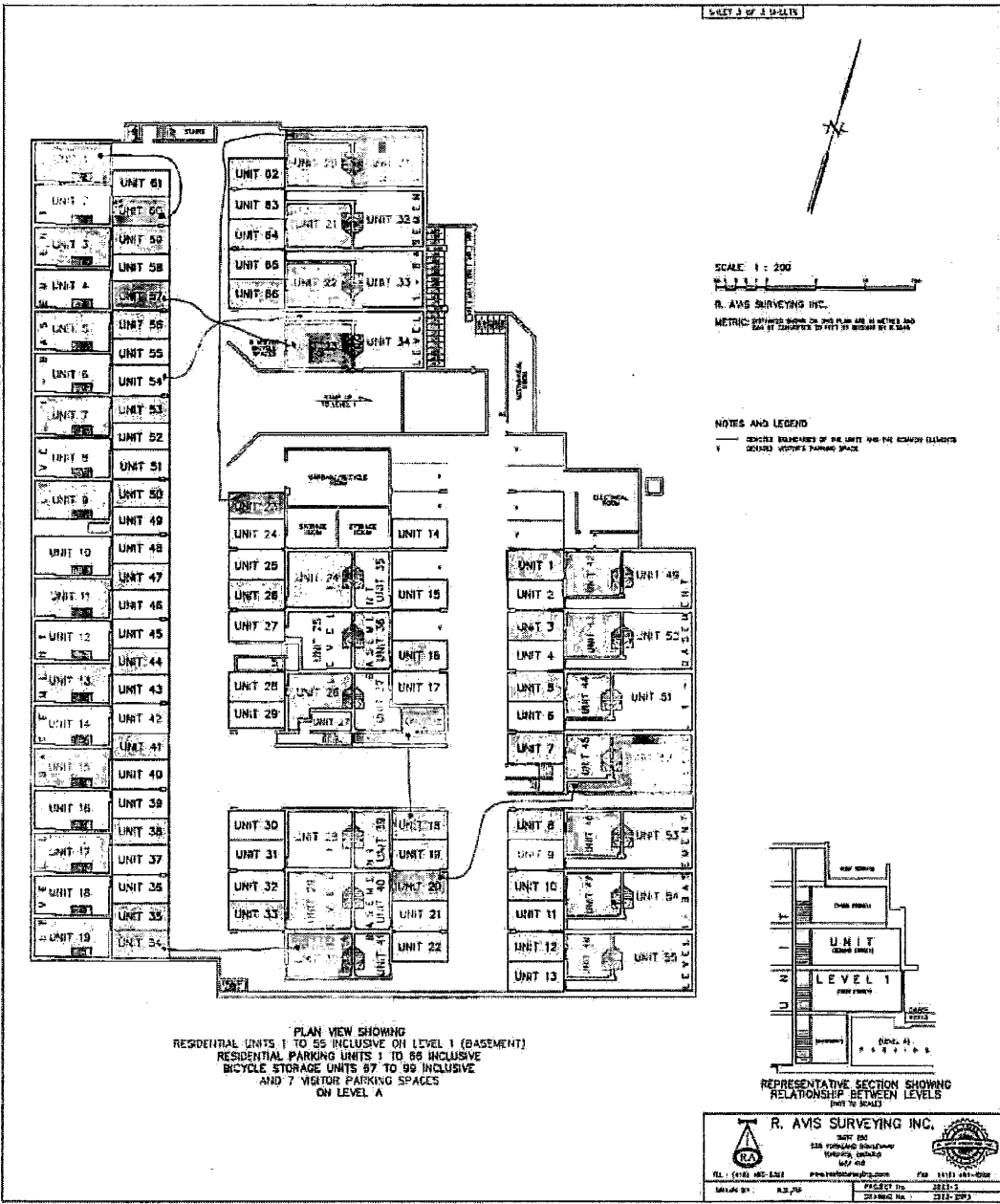
- 6 -

tampered with. The owner of the Hot Water Equipment reserves the right to register a notice of security interest against the Unit, related to the Hot Water Equipment. As a condition of closing, the Purchaser shall on either the Occupancy Date or the Title Transfer Date, as determined by the Vendor, in its sole and absolute discretion, enter into or assume an equipment rental agreement or lease (the "Lease") for the use of the Hot Water Equipment. The Purchaser further acknowledges and agrees that by entering into or assuming the Lease, the Purchaser shall be fully responsible for all rental payments (presently estimated to be approximately \$50 per month, plus HST) and other costs associated with the Lease, including any security deposit required under the Lease. The Purchaser acknowledges and agrees that in the event that the Purchaser sells or assigns his/her Unit, on the closing of that transaction, the Purchaser shall assign and the transferee shall assume all of the rights and obligations under the Lease, and a copy of the assignment and assumption agreement shall be sent to the owner of the Hot Water Equipment. In addition, in the event that the Purchaser is in default of the Lease or does not assign or assume the Lease on its closing day, then the lessor under the Lease or its representative, accompanied by the property manager or another representative of the Condominium, may enter onto the common elements of the Condominium and enter into the Unit to remove the Hot Water Equipment at the Purchaser's sole cost and expense. Any costs incurred by the Condominium related to the removal of the Hot Water Equipment shall be the sole responsibility of the Purchaser and all such amounts shall be collected by the Condominium as if same were Common Expenses. The Purchaser acknowledges and agrees that the Vendor shall not be responsible for any losses, costs or damages incurred by the Purchaser as a result of the removal of the Hot Water Equipment, as contemplated herein. This condition is inserted for the sole benefit of the Vendor and may be waived by the Vendor at any time prior to 6:00 pm on the Closing Date by providing notice to the Purchaser of the Vendor's intention to waive this condition.

**SCHEDULE "F" TO THE AGREEMENT OF PURCHASE AND SALE
EXTRAS**

**SCHEDULE "G" TO THE AGREEMENT OF PURCHASE AND SALE
PROPOSED PARKING PLAN**

SHEET 3 OF 3 PLATS



PLAN VIEW SHOWING
 RESIDENTIAL UNITS 1 TO 55 INCLUSIVE ON LEVEL 1 (BASEMENT)
 RESIDENTIAL PARKING UNITS 1 TO 66 INCLUSIVE
 BICYCLE STORAGE UNITS 97 TO 99 INCLUSIVE
 AND 7 VISITOR PARKING SPACES
 ON LEVEL A

R. AVIS SURVEYING INC.

325 FORTY-SECOND AVENUE
 TORONTO, ONTARIO M2H 4H2
 TEL: 416-491-1212 WWW.RAVIS.CA FAX: 416-491-1202

MADE BY: R.S.P. PROJECT No. 2212-1
 DRAWING No. 2212-1003

SCHEDULE "H" TO THE AGREEMENT OF PURCHASE AND SALE

CONFIRMATION OF RECEIPT

THE UNDERSIGNED being the Purchaser of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following document on the date noted below:

1. Disclosure Statement (including Table of Contents);
2. Budget Statement for the one (1) year immediately following the registration of the proposed Declaration and Description;
3. the proposed Declaration;
4. the proposed By-Laws;
5. the proposed Rules;
6. the proposed Management Agreement;
7. the preliminary draft Plan of Condominium; and
8. a copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.

The Purchaser hereby acknowledges that receipt of the disclosure documents Disclosure Statement and accompanying documents referred to in paragraphs 1-8 above may have been in an electronic format and that such delivery satisfies the Vendor's obligation to deliver a Disclosure Statement under the Act.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act in respect of the return of the New Deposit paid under the Agreement to which this Schedule is attached, notwithstanding any rule of law or equity to the contrary.

The Purchaser further acknowledges having been advised that the Purchaser shall be entitled to rescind or terminate the Agreement to which this Schedule is attached and obtain a refund of all deposits paid thereunder (together with all interest accrued thereon at the rate prescribed by the Act, if applicable), provided written notice of the Purchaser's desire to so rescind or terminate the Agreement is delivered to the Vendor or the Vendor's Solicitors within ten (10) days after the date set out below.

DATED at Toronto, this _____ day of _____, 20__.

WITNESS:

)
)
)
) _____
) Purchaser
)
)
) _____
) Purchaser

**SCHEDULE "P" TO THE AGREEMENT OF PURCHASE AND SALE
PURCHASER PACKAGE APPROVAL ORDER**

[To be attached]

**SCHEDULE "S" TO THE AGREEMENT OF PURCHASE AND SALE
SETTLEMENT APPROVAL ORDER**

[To be attached]

**SCHEDULE "TA" TO THE AGREEMENT OF PURCHASE AND SALE
TARION WARRANTY CORPORATION STATEMENT OF CRITICAL DATES
AND ADDENDUM TO AGREEMENT OF PURCHASE AND SALE**

[To be attached]



**Existing Leslieville Purchasers
Condominium Form
(Tentative Occupancy Date)**

Property Unit _____, Level _____
50 Curzon Street, Toronto, Ontario

**Statement of Critical Dates
Delayed Occupancy Warranty**

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. ("UC Leslieville"), by ALVAREZ & MARSAL CANADA INC., solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the property, assets and undertaking of UC Leslieville and without personal or corporate liability
Full Name(s)

PURCHASER

Full Name(s)

1. Critical Dates

The First Tentative Occupancy Date, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

the ____ day of _____, 20__.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent Tentative Occupancy Date, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date.

the 1st day of February, 2018
Final Tentative Occupancy Date

or

the ____ day of _____, 20__.
Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The Outside Occupancy Date, which is the latest date by which the Vendor agrees to provide Occupancy, is:

the 15th day of November, 2019.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date. Notice of a delay beyond the First Tentative Occupancy Date must be given no later than:

the ____ day of _____, 20__.

(i.e., at least 90 days before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period, unless extended by mutual agreement, will end on:

the 16th day of December, 2019.

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this ____ day of _____, 20__.

VENDOR: _____

PURCHASER: _____



Condominium Form
(Tentative Occupancy Date)

Addendum to Agreement of Purchase and Sale
Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the "Addendum"), forms part of the agreement of purchase and sale (the "Purchase Agreement") between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "ONHWP Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion's MyHome on-line portal and visit Tarion's website – tarion.com, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. ("UC Leslieville"), by ALVAREZ & MARSAL CANADA INC., solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the property, assets and undertaking of UC Leslieville and without personal or corporate liability

VENDOR

Full Name(s) 41277	200 Bay Street, Royal Bank Plaza, South Tower		
Tarion Registration Number 416.847.5151	Address Toronto	ON	M5J 2J1
Phone 416.847.5201	City	Province	Postal Code
Fax	Email Rgruneir@alvarezandmarsal.com		

PURCHASER

Full Name(s)			
Address	City	Province	Postal Code
Phone			
Fax	Email		

PROPERTY DESCRIPTION

50 Curzon Street			
Municipal Address Toronto	ON	M4M 3B4	
City PIN 21051-0408 (LT)	Province	Postal Code	
Short Legal Description			

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Vendor has obtained Formal Zoning Approval for the Building. Yes No
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.
- (b) Commencement of Construction: has occurred; or is expected to occur by the _____ day of _____, 20____.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

***Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.**



**Condominium Form
(Tentative Occupancy Date)**

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description in respect of the Building.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Subsequent Tentative Occupancy Dates:** The Vendor may, in accordance with this section, extend the First Tentative Occupancy Date on one or more occasions, by setting a subsequent Tentative Occupancy Date. The Vendor shall give written notice of any subsequent Tentative Occupancy Date to the Purchaser at least 90 days before the existing Tentative Occupancy Date (which in this Addendum may include the First Tentative Occupancy Date), or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (d) **Final Tentative Occupancy Date:** By no later than 30 days after the Roof Assembly Date, the Vendor shall by written notice to the Purchaser set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date. If the Vendor does not do so, the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Vendor shall give written notice of the Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, to the Purchaser at least 90 days before the existing Tentative Occupancy Date, or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, can be any Business Day on or before the Outside Occupancy Date. For new Purchase Agreements signed after the Roof Assembly Date, the Vendor shall insert in the Statement of Critical Dates of the Purchase Agreement either: a Final Tentative Occupancy Date; or a Firm Occupancy Date.
- (e) **Firm Occupancy Date:** If the Vendor has set a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date. The Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Final Tentative Occupancy Date, or else the Final Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Firm Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (f) **Notice:** Any notice given by the Vendor under paragraph (c), (d) or (e) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, can be changed only:
 - (i) by the Vendor setting a Delayed Occupancy Date in accordance with section 3;
 - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Occupancy Date is set in accordance with section 4 or 5, then the new date is the "Firm Occupancy Date" for all purposes in this Addendum.

3. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Occupancy Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.

(b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:

- (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
- (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
- (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
- (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 7;
 - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
 - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed occupancy compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Occupancy Date or Delayed Occupancy Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Occupancy Date or Delayed Occupancy Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed occupancy compensation payable under section 7 is payable from the existing Firm Occupancy Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (i), (j) and (k) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.



**Condominium Form
(Tentative Occupancy Date)**

- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. Yes No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Condition #1 (if applicable)

Description of the Early Termination Condition: _____

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20____.

Condition #2 (if applicable)

Description of the Early Termination Condition: _____

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20____.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (k) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of the declaration and description for the Building under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
- (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

MISCELLANEOUS

9. Ontario Building Code – Conditions of Occupancy

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
- (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.

- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):
- (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period, then the Purchase Agreement shall continue to be binding on both parties and the Delayed Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in providing Occupancy alone.

11. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser's monies shall be calculated in accordance with the *Condominium Act, 1998*.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

"Building" means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is

not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means completion of the sale of the home, including transfer of title to the home to the Purchaser.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

"Critical Dates" means the First Tentative Occupancy Date, any subsequent Tentative Occupancy Date, the Final Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser's Termination Period.

"Delayed Occupancy Date" means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

"Early Termination Conditions" means the types of conditions listed in Schedule A.

"Final Tentative Occupancy Date" means the last Tentative Occupancy Date that may be set in accordance with paragraph 1(d).

"Firm Occupancy Date" means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

"First Tentative Occupancy Date" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

"Formal Zoning Approval" occurs when the zoning by-law required for the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

"Occupancy" means the right to use or occupy the home in accordance with the Purchase Agreement.

"Occupancy Date" means the date the Purchaser is given Occupancy.

"Outside Occupancy Date" means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

"Property" or "home" means the home being acquired by the Purchaser from the Vendor, and its interest in the related common elements.

"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

"Roof Assembly Date" means the date upon which the roof slab, or roof trusses and sheathing, as the case may be, are completed. For single units in a multi-unit block, whether or not vertically stacked, (e.g., townhouses or row houses), the roof refers to the roof of the block of homes unless the unit in question has a roof which is in all respects functionally independent from and not physically connected to any portion of the roof of any other unit(s), in which case the roof refers to the roof of the applicable unit. For multi-story, vertically stacked units, (e.g. typical high rise) roof refers to the roof of the Building.

"Statement of Critical Dates" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

"The ONHWP Act" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

"Unavoidable Delay" means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

(a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.

(b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5



**Condominium Form
(Tentative Occupancy Date)**

Business Days prior to the commencement of the postal stoppage or Interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

15. Disputes Regarding Termination

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com

SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
 - (ii) a consent to creation of a lot(s) or part-lot(s);
 - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
 - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
 - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
 - (vi) allocation of domestic water or storm or sanitary sewage capacity;
 - (vii) easements or similar rights serving the property or surrounding area;
 - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
 - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

- (b) upon:
- (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
 - (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
 - (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
 - (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.

(Existing Leslieville Purchasers)

SCHEDULE B Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below:

1. Paragraph 7(d)(vii) of the Purchase Agreement: The Purchaser shall be responsible for a sum of Fifty Dollars (\$50.00) for the cheque tendered pursuant to Paragraph 1(a) of this Agreement and for any cheque tendered for any other monies paid on account of the Purchase Price up to, but not including the Title Transfer Date representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfilment of the requirements of subsection 81(6) of the Act.
2. Paragraph 7(d)(viii) of the Purchase Agreement: The Purchaser shall be responsible for the sum of Two Hundred Dollars (\$200.00) payable to the Corporation for deposit to the Reserve Fund Account.
3. Paragraph 7(d)(x) of the Purchase Agreement: The Vendor's Solicitor may arrange for the project to be enrolled with a title insurer or insurers acceptable to the Vendor (the "Title Insurer") in order to centralize underwriting for the project and avoid unnecessary duplication of costs for purchasers and their solicitors. In the event that the Purchaser elects to obtain title insurance through the Title Insurer, the Purchaser and the Purchaser's solicitor shall not be required to perform some or all of the following due diligence thereby saving the Purchaser significant transaction costs: title search and review of title search; preparation of requisition letter; prepare, send out and review responses to clearance letters; execution searches against the Vendor; and corporate status searches. As a result of the foregoing and regardless of whether the Purchaser obtains title insurance through the Title Insurer, the Purchaser agrees to pay to the Vendor or its solicitors on the Title Transfer Date an administration fee of two hundred dollars plus applicable taxes for enrolling the project with the Title Insurer and for preparing and delivering to the Purchaser's solicitor and Title Insurer a title advice statement.
4. Paragraph 7(h) of the Purchase Agreement: The Purchaser shall pay an administration fee of Two Hundred and Fifty Dollars (\$250.00) shall be charged to the Purchaser for any cheque payable hereunder delivered to the Vendor or to the Vendor's Solicitors and not accepted by the Vendor's or the Vendor's Solicitor's bank for any reason. At the Vendor's option, this administration fee can be collected as an adjustment on the Title Transfer Date or together with the replacement cheque delivered by the Purchaser
5. Paragraph 14(a) of the Purchase Agreement: The provisions of the Tarion Addendum reflect the TWC's policies, regulations and/or guidelines on extensions of the Final Tentative Occupancy Date, but it is expressly understood and agreed by the parties hereto that any failure to provide notice of the extension of the Final Tentative Occupancy Date or Firm Occupancy Date, in accordance with the provisions of the Tarion Addendum shall only give rise to a damage claim by the Purchaser against the Vendor (and for greater certainty, not against the Receiver) up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00), as more particularly set forth in the Regulations to the ONHWPA, and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof, other than in accordance with the Tarion Addendum.

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PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

1. Paragraph 7(b)(i) of the Purchase Agreement: The Purchaser shall be responsible for realty taxes (including local improvement charges pursuant to the *Local Improvement Charges Act*, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed as well as for the following calendar year, notwithstanding the same may not have been levied or paid on the Title Transfer Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes as part of the Occupancy Fee and/or such further amounts on the Title Transfer Date, provided all amounts so collected shall be remitted to the relevant taxing authority on account of the Unit. Alternatively, the Vendor in its sole discretion, shall be entitled to provide a credit in favour of the Purchaser on the final statement of adjustments in an amount equal to the realty tax component of the Occupancy Fees paid, and adjust separately for realty taxes based on the land only. In such event, the Purchaser shall assume and be solely responsible for any and all OMIT or supplementary taxes assessed against the Unit, including any such OMIT or supplementary taxes assessed for a period prior to the Title Transfer Date. In addition, the Vendor shall not be required to readjust for any realty taxes following the Title Transfer Date, and no undertaking to readjust shall be provided to the Purchaser. Notwithstanding the foregoing, the Purchaser shall complete the transaction contemplated by this Agreement on the Title Transfer Date, without holdback or abatement of any kind.
2. Paragraph 7(b)(ii) of the Purchase Agreement: The Purchaser shall be responsible for common expense contributions attributable to the Unit, with the Purchaser being obliged to provide the Vendor on or before the Title Transfer Date with a series of post-dated cheques payable to the condominium corporation for the common expense contributions attributable to the Unit, for such period of time after the Title Transfer Date as determined by the Vendor (but in no event for more than one year).
3. Paragraph 7(c) of the Purchase Agreement: All interest on all money paid by the Purchaser on account of the Purchase Price, shall be adjusted and credited to the Purchaser in accordance with Paragraph 6 of this Agreement.
4. Paragraph 7(d)(i) of the Purchase Agreement: The Purchaser shall be responsible for any new taxes imposed on the Unit by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on the Unit by such government.
5. Paragraph 7(d)(ii) of the Purchase Agreement: The Purchaser shall be responsible for the amount of any increase in development charge(s) and/or education development charge(s) (the "Levies") assessed against or attributable to the Unit (or assessed against the Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the Development Charges Act, 1997, S.O. 1997, c.27 as amended from time to time, and the Education Act, R.S.O. 1990, c. E.2, as amended from time to time, in excess of the Levies paid by UC Leslieville or any other person on or before April 18, 2017 with respect to the Property or any portion thereof; provided that the Purchaser shall be entitled to a credit of up to \$2,500 against such increase, with the adjustment under this section 7(d)(ii) being zero if the increase in Levies allocated as aforesaid to any individual Unit is equal to or less than \$2,500.
6. Paragraph 7(d)(iii) of the Purchase Agreement: The Purchaser shall be responsible for the amount of any parks levy or any charges pursuant to a Section 37 Agreement (pursuant to the *Planning Act*), levied, charged or otherwise imposed with respect to the Condominium, the Property or the Unit by any governmental authority, which is equivalent to the common interest allocation attributable to the Unit as set out in Schedule "D" to the Declaration;
7. Paragraph 7(d)(iv) of the Purchase Agreement: The Purchaser shall be responsible for the cost of the TWC enrolment fee for the Unit (together with any provincial or federal taxes exigible with respect thereto).
8. Paragraph 7(d)(v) of the Purchase Agreement: The Purchaser shall be responsible for the cost of utility meter installations, water and sewer service connection charges, hydro and gas meter or sub-meter installation, and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, the Purchaser's portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the registered Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs. A letter from the Vendor's or Vendor's Representative's engineers specifying the said charges and costs shall be final and binding on the Purchaser.
9. Paragraph 7(d)(vi) of the Purchase Agreement: The Purchaser shall be responsible for the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument;
10. Paragraph 7(d)(ix) of the Purchase Agreement: The Purchaser shall be responsible for the cost of providing a status certificate in the maximum amount allowed pursuant to the Act;

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11. Paragraph 7(e) of the Purchase Agreement: The Purchaser acknowledges that it may be required to enter into an agreement with the supplier of hydro services and/or geothermal heating and cooling services to the Condominium or Unit (the "Service Supplier") on or before the Occupancy Date. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Service Supplier prior to the Occupancy Date and the Purchaser agrees to deliver such security deposit to the Vendor on the Occupancy Date.

12. Paragraph 7(f) of the Purchase Agreement: It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and, if applicable, the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction (hereinafter referred to as the "HST") less the Rebate as defined below, and that the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. Where the Purchaser intends to avail himself/herself of the HST rebate on the statement of adjustments, the Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to Section 254 of the *Excise Tax Act* (Canada), as may be amended, and the new housing rebate announced by the Ontario Ministry of Revenue (collectively, the "Rebate"), in its Information Notice dated June 2009 – No. 2 (the "Ontario Circular") and further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Title Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Occupancy Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Unit. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate or the RST transitional housing rebate referred to in the Ontario Circular (the "Transitional Rebate") in connection with the Purchaser's acquisition of the Unit, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors' request for same (and in any event on or before the Title Transfer Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (collectively, the "Rebate Forms"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

(i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors' request for same (and in any event on or before the Title Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or

(ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Title Transfer Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Title Transfer Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before or after the Title Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Title Transfer Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

13. Paragraph 7(g) of the Purchase Agreement: the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor

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Condominium Form (Tentative Occupancy Date)

which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "Reduction"), then the Purchaser shall pay to the Vendor on the Title Transfer Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

14. Paragraph 7(i) of the Purchase Agreement: All Opt-In Leslieville Purchasers acknowledge that the Ad Hoc Curzon Purchasers have incurred and are liable to Dickinson Wright LLP for certain legal costs, disbursements and HST ("DW Costs") in respect of the Property, including but not limited to the Proposed Settlement, and agree that every Opt-In Leslieville Purchaser (whether or not an Ad Hoc Curzon Purchaser) shall pay his or her proportionate share of the DW Costs to the Vendor as an adjustment on the Statement of Adjustments, on the Title Transfer Date. The Vendor agrees to receive such payment of Costs in trust for the benefit of Dickinson Wright LLP and to pay the same to Dickinson Wright LLP as soon as practicable following closing on the Title Transfer Date. Every Opt-In Leslieville Purchaser who is not current with his or her payments of DW Costs on the Transfer Title Date, will make his or her accounting current by providing an adjustment on the Statement of Adjustments on that date. For certainty, the proportionate share of each Opt-In Leslieville Purchaser of the DW Costs shall be as calculated by Dickinson Wright LLP and notified in writing to the Vendor and shall be based on the number of Ad Hoc Curzon Purchasers plus the number of Opt-In Leslieville Purchasers who were not Ad Hoc Curzon Purchasers.

15. Paragraph 25(b) of the Purchase Agreement. If the Unit is substantially complete and fit for occupancy on the Occupancy Date, as provided for in subparagraph (a) above, but the Creating Documents have not been registered, (or in the event the Condominium is registered prior to the Occupancy Date and closing documentation has yet to be prepared), the Purchaser shall pay to the Vendor a further amount on account of the Purchase Price specified in Paragraph 1(b) hereof without adjustment save for any pro-rated portion of the Occupancy Fee described and calculated in Schedule "C", and the Purchaser shall occupy the Unit on the Occupancy Date pursuant to the Occupancy Licence attached hereto as Schedule "C".

16. Any amounts associated with or related to paragraph 22 of Schedule D.

17. Any amounts associated with or related to paragraph 1(a)(ii).

18. Any amounts associated with or related to paragraph 5.

19. Any amounts associated with or related to paragraph 27(d).

SCHEDULE "C-2"

TARION ADDENDUM



**Existing Leslieville Purchasers
Condominium Form
(Tentative Occupancy Date)**

Property Unit _____, Level _____
50 Curzon Street, Toronto, Ontario

**Statement of Critical Dates
Delayed Occupancy Warranty**

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. ("UC Leslieville"), by ALVAREZ & MARSAL CANADA INC., solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the property, assets and undertaking of UC Leslieville and without personal or corporate liability
Full Name(s)

PURCHASER _____
Full Name(s)

1. Critical Dates

The First Tentative Occupancy Date, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

the ____ day of _____, 20__.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent Tentative Occupancy Date, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date.

the 1st day of February, 2018,
Final Tentative Occupancy Date

or

the ____ day of _____, 20__.
Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The Outside Occupancy Date, which is the latest date by which the Vendor agrees to provide Occupancy, is:

the 15th day of November, 2019.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date. Notice of a delay beyond the First Tentative Occupancy Date must be given no later than:

the ____ day of _____, 20__.

(i.e., at least 90 days before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period, unless extended by mutual agreement, will end on:

the 16th day of December, 2019.

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this ____ day of _____, 20__.

VENDOR: _____

PURCHASER: _____



**Condominium Form
(Tentative Occupancy Date)**

**Addendum to Agreement of Purchase and Sale
Delayed Occupancy Warranty**

This addendum, including the accompanying Statement of Critical Dates (the "Addendum"), forms part of the agreement of purchase and sale (the "Purchase Agreement") between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "ONHWP Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion's MyHome on-line portal and visit Tarion's website – tarion.com, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. ("UC Leslieville"), by ALVAREZ & MARSAL CANADA INC., solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the property, assets and undertaking of UC Leslieville and without personal or corporate liability

VENDOR

Full Name(s) 41277	200 Bay Street, Royal Bank Plaza, South Tower		
Tarion Registration Number 416.847.5151	Address Toronto	ON	M5J 2J1
Phone 416.847.5201	City	Province	Postal Code
Fax	Rgruneir@alvarezandmarsal.com Email*		

PURCHASER

Full Name(s)			
Address	City	Province	Postal Code
Phone			
Fax	Email*		

PROPERTY DESCRIPTION

50 Curzon Street			
Municipal Address Toronto	ON	M4M 3B4	
City PIN 21051-0408 (LT)	Province	Postal Code	
Short Legal Description			

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Vendor has obtained Formal Zoning Approval for the Building. Yes No
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.
- (b) Commencement of Construction: has occurred; or is expected to occur by the _____ day of _____, 20____.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description in respect of the Building.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Subsequent Tentative Occupancy Dates:** The Vendor may, in accordance with this section, extend the First Tentative Occupancy Date on one or more occasions, by setting a subsequent Tentative Occupancy Date. The Vendor shall give written notice of any subsequent Tentative Occupancy Date to the Purchaser at least 90 days before the existing Tentative Occupancy Date (which in this Addendum may include the First Tentative Occupancy Date), or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (d) **Final Tentative Occupancy Date:** By no later than 30 days after the Roof Assembly Date, the Vendor shall by written notice to the Purchaser set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date. If the Vendor does not do so, the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Vendor shall give written notice of the Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, to the Purchaser at least 90 days before the existing Tentative Occupancy Date, or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, can be any Business Day on or before the Outside Occupancy Date. For new Purchase Agreements signed after the Roof Assembly Date, the Vendor shall insert in the Statement of Critical Dates of the Purchase Agreement either: a Final Tentative Occupancy Date; or a Firm Occupancy Date.
- (e) **Firm Occupancy Date:** If the Vendor has set a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date. The Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Final Tentative Occupancy Date, or else the Final Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Firm Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (f) **Notice:** Any notice given by the Vendor under paragraph (c), (d) or (e) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, can be changed only:
 - (i) by the Vendor setting a Delayed Occupancy Date in accordance with section 3;
 - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Occupancy Date is set in accordance with section 4 or 5, then the new date is the "Firm Occupancy Date" for all purposes in this Addendum.

3. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Occupancy Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.

(b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:

- (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
- (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
- (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
- (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 7;
 - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
 - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed occupancy compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Occupancy Date or Delayed Occupancy Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Occupancy Date or Delayed Occupancy Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed occupancy compensation payable under section 7 is payable from the existing Firm Occupancy Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (i), (j) and (k) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.



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- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. Yes No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Condition #1 (If applicable)

Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20 _____.

Condition #2 (If applicable)

Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20 _____.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (k) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of the declaration and description for the Building under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
- (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

MISCELLANEOUS

9. Ontario Building Code – Conditions of Occupancy

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
- (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.

- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):
- (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period, then the Purchase Agreement shall continue to be binding on both parties and the Delayed Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 5.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in providing Occupancy alone.

11. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser's monies shall be calculated in accordance with the *Condominium Act, 1998*.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

"Building" means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is



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not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means completion of the sale of the home, including transfer of title to the home to the Purchaser.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

"Critical Dates" means the First Tentative Occupancy Date, any subsequent Tentative Occupancy Date, the Final Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser's Termination Period.

"Delayed Occupancy Date" means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

"Early Termination Conditions" means the types of conditions listed in Schedule A.

"Final Tentative Occupancy Date" means the last Tentative Occupancy Date that may be set in accordance with paragraph 1(d).

"Firm Occupancy Date" means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

"First Tentative Occupancy Date" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

"Formal Zoning Approval" occurs when the zoning by-law required for the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

"Occupancy" means the right to use or occupy the home in accordance with the Purchase Agreement.

"Occupancy Date" means the date the Purchaser is given Occupancy.

"Outside Occupancy Date" means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

"Property" or "home" means the home being acquired by the Purchaser from the Vendor, and its interest in the related common elements.

"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

"Roof Assembly Date" means the date upon which the roof slab, or roof trusses and sheathing, as the case may be, are completed. For single units in a multi-unit block, whether or not vertically stacked, (e.g., townhouses or row houses), the roof refers to the roof of the block of homes unless the unit in question has a roof which is in all respects functionally independent from and not physically connected to any portion of the roof of any other unit(s), in which case the roof refers to the roof of the applicable unit. For multi-story, vertically stacked units, (e.g. typical high rise) roof refers to the roof of the Building.

"Statement of Critical Dates" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

"The ONHWP Act" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

"Unavoidable Delay" means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

(a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.

(b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5



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Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

15. Disputes Regarding Termination

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com



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SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:

(a) upon receipt of Approval from an Approving Authority for:

- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
- (ii) a consent to creation of a lot(s) or part-lot(s);
- (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
- (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
- (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
- (vi) allocation of domestic water or storm or sanitary sewage capacity;
- (vii) easements or similar rights serving the property or surrounding area;
- (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
- (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

- (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
- (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.

III TARION

PROTECTING ONTARIO'S NEW HOME BUYERS

Condominium Form (Tentative Occupancy Date)

(Existing Leslieville Purchasers)

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below:

1. Paragraph 7(d)(vii) of the Purchase Agreement: The Purchaser shall be responsible for a sum of Fifty Dollars (\$50.00) for the cheque tendered pursuant to Paragraph 1(a) of this Agreement and for any cheque tendered for any other monies paid on account of the Purchase Price up to, but not including the Title Transfer Date representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfilment of the requirements of subsection 81(6) of the Act.
2. Paragraph 7(d)(viii) of the Purchase Agreement: The Purchaser shall be responsible for the sum of Two Hundred Dollars (\$200.00) payable to the Corporation for deposit to the Reserve Fund Account.
3. Paragraph 7(d)(x) of the Purchase Agreement: The Vendor's Solicitor may arrange for the project to be enrolled with a title insurer or insurers acceptable to the Vendor (the "Title Insurer") in order to centralize underwriting for the project and avoid unnecessary duplication of costs for purchasers and their solicitors. In the event that the Purchaser elects to obtain title insurance through the Title Insurer, the Purchaser and the Purchaser's solicitor shall not be required to perform some or all of the following due diligence thereby saving the Purchaser significant transaction costs: title search and review of title search; preparation of requisition letter; prepare, send out and review responses to clearance letters; execution searches against the Vendor; and corporate status searches. As a result of the foregoing and regardless of whether the Purchaser obtains title insurance through the Title Insurer, the Purchaser agrees to pay to the Vendor or its solicitors on the Title Transfer Date an administration fee of two hundred dollars plus applicable taxes for enrolling the project with the Title Insurer and for preparing and delivering to the Purchaser's solicitor and Title Insurer a title advice statement.
4. Paragraph 7(h) of the Purchase Agreement: The Purchaser shall pay an administration fee of Two Hundred and Fifty Dollars (\$250.00) shall be charged to the Purchaser for any cheque payable hereunder delivered to the Vendor or to the Vendor's Solicitors and not accepted by the Vendor's or the Vendor's Solicitor's bank for any reason. At the Vendor's option, this administration fee can be collected as an adjustment on the Title Transfer Date or together with the replacement cheque delivered by the Purchaser
5. Paragraph 14(a) of the Purchase Agreement: The provisions of the Tarion Addendum reflect the TWC's policies, regulations and/or guidelines on extensions of the Final Tentative Occupancy Date, but it is expressly understood and agreed by the parties hereto that any failure to provide notice of the extension of the Final Tentative Occupancy Date or Firm Occupancy Date, in accordance with the provisions of the Tarion Addendum shall only give rise to a damage claim by the Purchaser against the Vendor (and for greater certainty, not against the Receiver) up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00), as more particularly set forth in the Regulations to the ONHWPA, and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof, other than in accordance with the Tarion Addendum.

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Condominium Form (Tentative Occupancy Date)

PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

1. Paragraph 7(b)(i) of the Purchase Agreement: The Purchaser shall be responsible for realty taxes (including local improvement charges pursuant to the *Local Improvement Charges Act*, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed as well as for the following calendar year, notwithstanding the same may not have been levied or paid on the Title Transfer Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes as part of the Occupancy Fee and/or such further amounts on the Title Transfer Date, provided all amounts so collected shall be remitted to the relevant taxing authority on account of the Unit. Alternatively, the Vendor in its sole discretion, shall be entitled to provide a credit in favour of the Purchaser on the final statement of adjustments in an amount equal to the realty tax component of the Occupancy Fees paid, and adjust separately for realty taxes based on the land only. In such event, the Purchaser shall assume and be solely responsible for any and all OMIT or supplementary taxes assessed against the Unit, including any such OMIT or supplementary taxes assessed for a period prior to the Title Transfer Date. In addition, the Vendor shall not be required to readjust for any realty taxes following the Title Transfer Date, and no undertaking to readjust shall be provided to the Purchaser. Notwithstanding the foregoing, the Purchaser shall complete the transaction contemplated by this Agreement on the Title Transfer Date, without holdback or abatement of any kind.
2. Paragraph 7(b)(ii) of the Purchase Agreement: The Purchaser shall be responsible for common expense contributions attributable to the Unit, with the Purchaser being obliged to provide the Vendor on or before the Title Transfer Date with a series of post-dated cheques payable to the condominium corporation for the common expense contributions attributable to the Unit, for such period of time after the Title Transfer Date as determined by the Vendor (but in no event for more than one year).
3. Paragraph 7(c) of the Purchase Agreement: All interest on all money paid by the Purchaser on account of the Purchase Price, shall be adjusted and credited to the Purchaser in accordance with Paragraph 6 of this Agreement.
4. Paragraph 7(d)(i) of the Purchase Agreement: The Purchaser shall be responsible for any new taxes imposed on the Unit by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on the Unit by such government.
5. Paragraph 7(d)(ii) of the Purchase Agreement: The Purchaser shall be responsible for the amount of any increase in development charge(s) and/or education development charge(s) (the "Levies") assessed against or attributable to the Unit (or assessed against the Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the Development Charges Act, 1997, S.O. 1997, c.27 as amended from time to time, and the Education Act, R.S.O. 1990, c. E.2, as amended from time to time, in excess of the Levies paid by UC Leslieville or any other person on or before April 18, 2017 with respect to the Property or any portion thereof; provided that the Purchaser shall be entitled to a credit of up to \$2,500 against such increase, with the adjustment under this section 7(d)(ii) being zero if the increase in Levies allocated as aforesaid to any individual Unit is equal to or less than \$2,500.
6. Paragraph 7(d)(iii) of the Purchase Agreement: The Purchaser shall be responsible for the amount of any parks levy or any charges pursuant to a Section 37 Agreement (pursuant to the *Planning Act*), levied, charged or otherwise imposed with respect to the Condominium, the Property or the Unit by any governmental authority, which is equivalent to the common interest allocation attributable to the Unit as set out in Schedule "D" to the Declaration;
7. Paragraph 7(d)(iv) of the Purchase Agreement: The Purchaser shall be responsible for the cost of the TWC enrolment fee for the Unit (together with any provincial or federal taxes exigible with respect thereto).
8. Paragraph 7(d)(v) of the Purchase Agreement: The Purchaser shall be responsible for the cost of utility meter installations, water and sewer service connection charges, hydro and gas meter or sub-meter installation, and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, the Purchaser's portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the registered Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs. A letter from the Vendor's or Vendor's Representative's engineers specifying the said charges and costs shall be final and binding on the Purchaser.
9. Paragraph 7(d)(vi) of the Purchase Agreement: The Purchaser shall be responsible for the charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument;
10. Paragraph 7(d)(ix) of the Purchase Agreement: The Purchaser shall be responsible for the cost of providing a status certificate in the maximum amount allowed pursuant to the Act;

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11. Paragraph 7(e) of the Purchase Agreement: The Purchaser acknowledges that it may be required to enter into an agreement with the supplier of hydro services and/or geothermal heating and cooling services to the Condominium or Unit (the "Service Supplier") on or before the Occupancy Date. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Service Supplier prior to the Occupancy Date and the Purchaser agrees to deliver such security deposit to the Vendor on the Occupancy Date.

12. Paragraph 7(f) of the Purchase Agreement: It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and, if applicable, the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction (hereinafter referred to as the "HST") less the Rebate as defined below, and that the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. Where the Purchaser intends to avail himself/herself of the HST rebate on the statement of adjustments, the Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the new housing rebate applicable pursuant to Section 254 of the *Excise Tax Act* (Canada), as may be amended, and the new housing rebate announced by the Ontario Ministry of Revenue (collectively, the "Rebate"), in its Information Notice dated June 2009 – No. 2 (the "Ontario Circular") and further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Title Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Occupancy Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Unit. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate or the RST transitional housing rebate referred to in the Ontario Circular (the "Transitional Rebate") in connection with the Purchaser's acquisition of the Unit, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate and the Transitional Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate and the Transitional Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate and the Transitional Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's solicitors request for same (and in any event on or before the Title Transfer Date), all requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate and the Transitional Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time (collectively, the "Rebate Forms"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate and the Transitional Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate or the Transitional Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate or the Transitional Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

(i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Title Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate and the Transitional Rebate; or

(ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Title Transfer Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Title Transfer Date, an amount equivalent to the Rebate and/or the Transitional Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before or after the Title Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Title Transfer Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate.

13. Paragraph 7(g) of the Purchase Agreement: the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor

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which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "Reduction"), then the Purchaser shall pay to the Vendor on the Title Transfer Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.

14. Paragraph 7(i) of the Purchase Agreement: All Opt-In Leslieville Purchasers acknowledge that the Ad Hoc Curzon Purchasers have incurred and are liable to Dickinson Wright LLP for certain legal costs, disbursements and HST ("DW Costs") in respect of the Property, including but not limited to the Proposed Settlement, and agree that every Opt-In Leslieville Purchaser (whether or not an Ad Hoc Curzon Purchaser) shall pay his or her proportionate share of the DW Costs to the Vendor as an adjustment on the Statement of Adjustments, on the Title Transfer Date. The Vendor agrees to receive such payment of Costs in trust for the benefit of Dickinson Wright LLP and to pay the same to Dickinson Wright LLP as soon as practicable following closing on the Title Transfer Date. Every Opt-In Leslieville Purchaser who is not current with his or her payments of DW Costs on the Transfer Title Date, will make his or her accounting current by providing an adjustment on the Statement of Adjustments on that date. For certainty, the proportionate share of each Opt-In Leslieville Purchaser of the DW Costs shall be as calculated by Dickinson Wright LLP and notified in writing to the Vendor and shall be based on the number of Ad Hoc Curzon Purchasers plus the number of Opt-In Leslieville Purchasers who were not Ad Hoc Curzon Purchasers.

15. Paragraph 25(b) of the Purchase Agreement. If the Unit is substantially complete and fit for occupancy on the Occupancy Date, as provided for in subparagraph (a) above, but the Creating Documents have not been registered, (or in the event the Condominium is registered prior to the Occupancy Date and closing documentation has yet to be prepared), the Purchaser shall pay to the Vendor a further amount on account of the Purchase Price specified in Paragraph 1(b) hereof without adjustment save for any pro-rated portion of the Occupancy Fee described and calculated in Schedule "C", and the Purchaser shall occupy the Unit on the Occupancy Date pursuant to the Occupancy Licence attached hereto as Schedule "C".

16. Any amounts associated with or related to paragraph 22 of Schedule D.

17. Any amounts associated with or related to paragraph 1(a)(ii).

18. Any amounts associated with or related to paragraph 5.

19. Any amounts associated with or related to paragraph 27(d).

SCHEDULE "D"

FORM OF DISCLOSURE DOCUMENTATION

INDEX TO THE DISCLOSURE STATEMENT

LESLIEVILLE

The following documentation is being provided by URBANCORP (LESLIEVILLE) DEVELOPMENTS INC., by ALVAREZ & MARSAL CANADA INC. solely in its capacity as the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. without personal or corporate liability. ("UC Leslieville" or "Declarant"), with respect to the proposed freehold standard condominium corporation to be known as "Leslieville" (the "Corporation") prepared in accordance with the *Condominium Act, 1998*, S.O. 1998, C.19 as amended and the regulations thereunder (the "Act"):

1. Disclosure Statement.
2. Budget Statement for the one (1) year period immediately following the registration of the proposed Declaration and Description.
3. The proposed Declaration.
4. The proposed By-laws.
5. The proposed Rules.
6. The proposed Condominium Management Agreement.
7. The preliminary draft plan of condominium.

DISCLAIMER

ALVAREZ & MARSAL CANADA INC. IS NOT PART OF THE DECLARANT OR AGENT FOR THE DECLARANT. ALVAREZ & MARSAL CANADA INC. HAS NOT ACTED AS BROKER, FINDER OR AGENT IN CONNECTION WITH THE SALE OF THE RESIDENTIAL UNITS NOR HAS IT APPROVED THE DISCLOSURE STATEMENT. IT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF THE DISCLOSURE STATEMENT. ALVAREZ & MARSAL CANADA INC. HAS NO LIABILITY (PERSONAL, CORPORATE, OR OTHERWISE) UNDER, AS A RESULT OF OR IN CONNECTION WITH ANY OBLIGATIONS OF THE DECLARANT UNDER THE DISCLOSURE STATEMENT OR UNDER ANY AGREEMENT OF PURCHASE AND SALE THAT MAY BE ENTERED INTO BY A UNIT PURCHASER IN RELIANCE ON THE DISCLOSURE STATEMENT, IN WHOLE OR IN PART.

The disclosure statement contains important information about the proposed condominium project, as required to be provided to all unit purchasers pursuant to the provisions of Section 72 of the Act (and Section 17 of O.Reg. 48/01). Since the information contained in the disclosure statement, and in the foregoing condominium documents accompanying same, is sufficiently important to enable a prospective unit purchaser to make an informed decision as to whether or not to enter into an agreement of purchase and sale for the purchase of a proposed unit in the above-noted project and/or to proceed with the completion of said transaction, all unit purchasers (and prospective unit purchasers) are therefore urged to read all of the documents enclosed herewith in their entirety, and to review same thoroughly with their legal and financial advisors.

Issued: June 15, 2011

Reissued: _____, 2017

**DISCLOSURE STATEMENT
TABLE OF CONTENTS**
(under subsection 72(4) of the *Condominium Act* 1998)

Declarant's name: URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.

Declarant's municipal address: c/o Alvarez & Marsal Canada Inc., in its capacity as Construction Receiver for UC Leslieville, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 2900, Toronto, ON M5J 2J1.

Brief legal description of the property/proposed property: as Part of Lot 11, in Concession 1, From the Bay, in the Geographic Township of York, being PIN 21051-0408 (LT).

Mailing address of the property/proposed property: c/o FirstService Residential, 2645 Skymark Avenue, Suite 101, Mississauga, ON L4W 4H2

Municipal address of the property/proposed property: The municipal address for the property is 50 Curzon Street, Toronto, Ontario, however the address of the property is subject to change.

Condominium corporation: Toronto Standard Condominium Plan No. _____ (known as the "Corporation")

The Table of Contents is a guide to where the disclosure statement deals with some of the more common areas of concern to purchasers. Purchasers should be aware that the disclosure statement, which includes a copy of the existing or proposed declaration, by-laws and rules, contains provisions that are of significance to them, only some of which are referred to in this Table of Contents.

Purchasers should review all documentation.

In this Table of Contents,

"unit" or "units" include proposed unit or units;
"common elements" includes proposed common elements;
"common interest" includes a proposed common interest; and
"property" includes proposed property.

This disclosure statement deals with significant matters, including the following:

	MATTER		Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement
1.	The Corporation is a freehold condominium corporation that is a standard condominium corporation.		Refer to: Disclosure Statement: Article II, paragraph 2.1, page 1 Declaration: Article I, paragraph 1.3, page 2
2.	The property or part of the property is or may be subject to the <i>Ontario New Home Warranties Plan Act</i> .	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Disclosure Statement: Article IX, paragraph 9.1, page 11

3.	<p>The common elements and the residential units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act.</p> <p>Note: Enrollment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the <i>Ontario New Home Warranties Plan Act</i>.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Disclosure Statement: Article IX, paragraph 9.2, pages 11</p>
4.	<p>A building on the property or a unit has been converted from a previous use.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: Disclosure Statement: Article VIII, paragraph 8.1, page 11 and Article X, paragraph 10.1, page 11</p>
5.	<p>One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Disclosure Statement: Article XI, paragraph 11.1, page 11, and Article XXII, paragraph 22.1, page 18</p>
6.	<p>A provision exists with respect to pets on the property.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Declaration: Article, III, paragraph 3.6, page 8 and Article IV, subparagraph 4.2(c), page 10</p>
7.	<p>There exist restrictions or standards with respect to the use of common elements or the occupancy or use of units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Declaration: Article III, paragraphs 3.1-3.7, pages 6 - 8 and Article IV, paragraphs 4.1-4.7, pages 9 – 15</p>
8.	<p>The declarant intends to lease a portion of the units. The portion of units (or the common interest, as the case may be) to the nearest anticipated 25 percent, that the declarant intends to lease is 0 percent.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: Disclosure Statement: Article X, paragraph 13.1, page 11</p>
9.	<p>The common interest appurtenant to one or more units differs in an amount of 10 percent or more from that appurtenant to any other unit of the same type, size and design.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: Schedule "D" to the Declaration and the Budget</p>
10.	<p>The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10 percent or more from that required of the owner of any other unit of the same type, size and design.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: Schedule "D" to the Declaration and the Budget</p>
11.	<p>One or more units are exempt from a cost attributable to the rest of the units.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: Budget and Schedule "D" to the Declaration</p>

12.	<p>There is an existing or proposed by-law establishing what constitutes a standard unit.</p> <p>Under clause 43(5)(h) of the Condominium Act, 1998, the declarant is required to deliver to the board a schedule setting out what constitutes a standard unit.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Accompanying the Disclosure Statement is the Schedule contemplated under clause 43(5) (h) of the <i>Condominium Act 1998</i>.</p>
13.	<p>Part or the whole of the common elements are subject to a lease or a licence.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Refer to: No Reference</p>
14.	<p>Parking for owners is allowed:</p> <p>(a) in or on a unit;</p> <p>(b) on the common elements;</p> <p>(c) on a part of the common elements of which an owner has exclusive use.</p> <p>There are restrictions on parking.</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Refer to:</p> <p>Declaration: Article IV, paragraph 4.3, pages 11 - 12 Disclosure Statement: Article VI, subparagraph 6.3(b), page 4</p> <p>Rules, Section 9, pages 5 - 6</p> <p>Not Applicable</p> <p>Declaration: Article IV, paragraph 4.3, pages 11 - 12 and Rules, Section 9, pages 5 - 6</p>
15.	<p>Visitors must pay for parking.</p> <p>There is visitor parking on the property.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Refer to:</p> <p>Disclosure Statement: Article VI, paragraph 6.7, page 10 Declaration: Article IV, paragraph 3.7, page 8</p> <p>Disclosure Statement: Article VI, paragraph 6.7, page 10 Declaration: Article IV, paragraph 3.7, page 8</p>
16.	<p>The declarant may provide major assets and property, even though it is not required to do so.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Refer to:</p> <p>Disclosure Statement: Article XXIII, paragraph 23.1, page 18</p>
17.	<p>The corporation is required:</p> <p>(a) to purchase units or assets. The corporation may be obligated to purchase the Geothermal Unit(s);</p> <p>(b) to acquire services. The corporation may be required to enter into or assume a Geothermal Energy Supply Contract.</p> <p>(c) to enter into agreements or leases with the declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant. The corporation may be required to enter into or assume a Geothermal Energy Supply Contract.</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Refer to:</p> <p>Disclosure Statement: Article VI, paragraph 6.4(g), pages 7-9, Article XXIV, paragraph 24.1, page 18</p> <p>Disclosure Statement: Article VI, paragraph 6.4(g), pages 7-9, Article XXIV, paragraph 24.2, page 18</p> <p>Disclosure Statement: Article VI, paragraph 6.4(g), pages 7-9, Article XXIV, paragraph 24.2, page 18</p>

18.	<p>The declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant owns land adjacent to the land described in the description.</p> <p>The current use of the land is vacant</p> <p>The declarant has made representations respecting the future use of the lands.</p> <p>Applications have been submitted to an approval authority respecting the use of the land.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:</p> <p>Disclosure Statement: Article XXIII, paragraph 25.1, page 19</p> <p>No reference</p> <p>No reference</p>
19.	<p>To the knowledge of the declarant, the Corporation intends to amalgamate with another corporation or the declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:</p> <p>Disclosure Statement: Article XIII, paragraph 16.1, page 15</p>
20. - 27.	N/A	N/A	N/A

The purchaser's rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale are set out at Article XVI paragraph 16.1 and Article XVII, paragraph 17.1 of the Disclosure Statement.

This Disclosure Statement is made this ■ day of ■, 2017. This Disclosure Statement replaces the disclosure statement made on the 15th day of June, 2011.

DISCLOSURE STATEMENT

(under subsection 72(3) of the *Condominium Act, 1998*)

I DATE OF DISCLOSURE STATEMENT

1.1 Date

This Disclosure Statement is made this ■ day of ■, 2017. This Disclosure Statement replaces the disclosure statement made on the 15th day of June, 2011.

II TYPE OF CORPORATION

2.1 Type - Standard Condominium Corporation

The condominium project being developed by the Declarant is a freehold standard condominium corporation.

III NAME AND MUNICIPAL ADDRESS OF DECLARANT, AND MAILING AND MUNICIPAL ADDRESSES OF THE PROPOSED PROPERTY

3.1 Declarant

The name and municipal address of the Declarant are as follows:

DECLARANT: URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. (“UC Leslieville”),

c/o Alvarez & Marsal Canada Inc., in its capacity as Construction Receiver for UC Leslieville
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON M5J 2J1

3.2 Condominium

The name, mailing address and municipal address of the Condominium or the proposed property are as follows:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

Mailing Address: c/o FirstService Residential
2645 Skymark Avenue, Suite 101
Mississauga, ON L4W 4H2

Municipal Address: The property’s current municipal address is 50 Curzon Street, Toronto, Ontario. It is anticipated that the Condominium will be provided one municipal address on Curzon Street with each residential unit being assigned a unit number.

IV RISKS

4.1 Purchasers should consider the risks involved in purchasing a Residential Unit. See, in particular, in this Disclosure Statement Article 5.1 “Insolvency of the Declarant and Appointment of the Construction Receiver” and Article 27.1 “Risk Factors”

V GENERAL

5.1 Insolvency of Declarant and Appointment of the Construction Receiver

The Declarant is insolvent and is unable to meet its liabilities as they become due. Consequently, upon the application by its senior secured creditors on May 31, 2016, the Ontario Superior Court of Justice (the “**Court**”) issued an order (the “**Appointment Order**”) appointing Alvarez & Marsal Canada Inc. as receiver and manager (in such capacity, the “**Receiver**”) pursuant to section 243 of the *Bankruptcy and Insolvency Act* (Canada) and section 101 of the *Courts of Justice Act* (Ontario), and as construction lien trustee (in such capacity, the “**Construction Lien Trustee**” together with the Receiver, the “**Construction Receiver**”) pursuant to section 68 of the *Construction Lien Act* (Ontario), of all of the assets, undertakings, and property acquired for, or used in relation to the business, including all proceeds thereof, (the “**Property**”) of the Declarant, Urbancorp (Riverdale) Developments Inc. (“**UC Riverdale**”) and Urbancorp (The Beach) Developments Inc. (“**UC Beach**”).

The Appointment Order authorized the Construction Receiver to, among other things, take possession, to receive, preserve, protect and maintain control of the Property, and with the approval of the Court, to market, advertise and solicit offers in respect of the Property.

A proposed settlement was reached between the Construction Receiver and certain stakeholders of the Declarant (the “**Proposed Settlement**”) which was approved by order of the Court on May 2, 2017 (the “**Settlement Approval Order**”). The Proposed Settlement provided for the completion of the construction and development of the Leslieville Project and the financing thereof and the marketing and sale of all of the Residential Units, whether to an Existing Leslieville Purchaser (see immediately below under Information for Existing Leslieville Purchasers) or to a “New Leslieville Purchaser” (see below under Information for New Leslieville Purchasers).

Among other things, the Settlement Approval Order approved and authorized:

- (i) the material agreements in respect of the construction, development, and financing of the Leslieville Project as part of the Proposed Settlement (the “**Settlement Definitive Agreements**”);
- (ii) the sale of each Residential Unit on an “as is, where is” basis at each Purchaser’s own risk and peril and without any express or implied agreement, representation or warranty of any kind about the Residential Unit from the Declarant or the Construction Receiver; and
- (iii) the right of the Construction Receiver to deliver a written notice to each Purchaser notifying it of a “Funding Failure” (the “**Funding Failure Notice**”) if at any time the Construction Receiver determines in its sole discretion that a “Funding Failure” has occurred. Upon the delivery of a Funding Failure Notice to a Purchaser, the authority of the Construction Receiver to execute the agreement of purchase and sale entered into by such Purchaser is withdrawn and the agreement will be deemed terminated and null and void and of no force and effect as a result of the Funding Failure. For greater certainty, the Construction Receiver is not authorized to deliver a Funding Failure Notice once interim occupancy of the Residential Unit has occurred. **Please see the definition of “Funding Failure” as set out in the Settlement Approval Order, a copy of which is attached to each agreement of purchaser and sale.**

Pursuant to a further order of the Court, the Court also authorized the filing by the Construction Receiver of an assignment in bankruptcy on behalf of the Declarant, UC Riverdale and UC Beach, as it is condition precedent to the Settlement Definitive Agreements that such entities be adjudged bankrupt.

The only warranties of workmanship or materials, in respect of any aspect of the construction of the Condominium including each Residential Unit warranties, whether implied by under the agreement of purchase and sale or at law or in equity or by any statute or otherwise, shall be limited to only those warranties deemed to be given by Tarion Warranty Corporation, which warranties shall extend only for the time period and in respect of those items as stated in the Ontario New Home Warranties Plan Act.

Each Purchaser will have no claim whatsoever against the Construction Receiver (in its personal capacity, corporate capacity or otherwise). In the case of a termination of the agreement of purchase and sale through no fault of the Purchaser or in the event of a Funding

Failure, the Purchaser shall be entitled to the return of the deposits actually paid to the Construction Receiver's real estate counsel, together with any interest required by law to be paid. For certainty, Original Leslieville Purchasers shall have no claim against the Construction Receiver for any deposits or other amounts paid under the Original Leslieville APS.

The vesting of title in respect all Residential Units will be pursuant to the Settlement Approval Order.

THE BELOW INFORMATION IS FOR EXISTING LESLIEVILLE PURCHASERS ONLY:

The Proposed Settlement provides each purchaser (an "**Original Leslieville Purchaser**") who previously entered into a purchase and sale agreement with the Declarant (an "**Original Leslieville APS**"), or where such Original Leslieville Purchaser(s) has/have assigned their Original Leslieville APS, the assignee(s) thereof (each an "**Leslieville Assignee**", and together with each Original Leslieville Purchaser, the "**Existing Leslieville Purchasers**"), with an opportunity to purchase a Residential Unit on the terms and conditions set out in a new agreement of purchase and sale (the "**New APS**").

The Settlement Approval Order also approved, among other things, the repudiation and termination of the Original Leslieville APS, together with all related amendments and ancillary agreements.

On May 2, 2017, the Court also granted the following orders in connection with the Proposed Settlement (collectively with the Settlement Approval Order, the "**Settlement Orders**" and each a "**Settlement Order**"):

- (i) an order (the "**Purchaser Package Approval Order**") authorizing the Construction Receiver to deliver to Existing Leslieville Purchasers this Disclosure Statement and other information which provides to the Existing Leslieville Purchaser, information with respect to the New APS and the Proposed Settlement;
- (ii) an order (the "**Beach Sale Process Order**") approving the sale process of properties associated with the Urbancorp (The Beach) Developments Inc. project; and
- (iii) an order (the "**Receivership Administration Order**") which, among other things, authorizes an increase of borrowings by the Construction Receiver.

A copy of the Settlement Approval Order and the Purchaser Package Approval Order is attached as Schedule "•" and "•" to your New APS. Copies of the Beach Sale Process Order, the Receivership Administration Order and the Settlement Definitive Agreements are available on the Construction Receiver's website at www.alvarezandmarsal.com/urbancorp.

Each New APS will not become effective unless the following conditions (the "**Settlement Conditions**") are satisfied or waived on or before July 31, 2017 (which date may be extended from time to time by the Construction Receiver by notice in writing to each Existing Leslieville Purchaser that enters into a New APS (or his/her solicitors) to such later date as may be agreed to by the Construction Receiver, C.R.A.F.T. Development Corporation, Terra Firma Capital Corporation and Canadian Imperial Bank of Commerce, as administrative agent for a syndicate of lenders) (the "**Settlement Outside Date**"):

- (i) the Existing Leslieville Purchaser who has entered into a New APS has "opted in" to the Proposed Settlement in accordance with the terms of the Purchaser Package Approval Order by the required dates;
- (ii) the Settlement Approval Order becomes effective in accordance with its terms and the Construction Receiver has filed a certificate with the Court confirming the same;
- (iii) each of the Settlement Orders becomes a final order of the Court on or before the Settlement Orders Outside Date, which means that each of such orders is not appealed before the expiry of the applicable appeal period, or if it is appealed, such appeal is determined in favour of the Construction Receiver. The Construction Receiver is under no obligation to defend or respond to any appeal of any of such orders; and
- (iv) all of the conditions precedent under the Settlement Definitive Agreements have been satisfied or waived in accordance with such Settlement Definitive Agreements.

If all of the Settlement Conditions are not satisfied or waived by the Settlement Outside Date, each New APS will become null and void and of no force and effect.

THE BELOW INFORMATION IS FOR NEW LESLIEVILLE PURCHASERS ONLY:

The Settlement Approval Order authorizes C.R.A.F.T. Development Corporation, the developer of the Leslieville Project, to market the Residential Units which were not sold pursuant to the Proposed Settlement to purchasers that previously entered into purchase and sale agreements with the Declarant (the “**Unsold Units**”) substantially upon the terms and conditions set out in a standard form of purchase and sale agreement approved by such order (the “**Standard Form Sale Agreement**”).

VI DESCRIPTION OF THE PROPERTY

6.1 Legal Description of the Property

The condominium to be created (herein referred to as the “**Corporation**” or the “**Condominium**”) is to be located on the property legally described as Part of Lot 11, in Concession 1, From the Bay, in the Geographic Township of York, being PIN 21051-0408 (LT) (the “**Property**”). Please refer to Schedule "A" of the Declaration for the legal description.

6.2 Division and Composition of the Condominium

The Condominium is to be constructed on a site which is situated on the west side of Curzon Street between Dundas Street East and Queen Street East, in the City of Toronto. The Condominium is bounded to the north, south and west by existing residential dwellings; and to the east by Curzon Street and existing residential dwellings and institutional buildings.

Delivered to each Purchaser with this Disclosure Statement is a reduced copy of the draft plan of condominium (the “**Condominium Plan**”) showing the proposed location of the Condominium as well as the units therein. The Condominium Plan is provided to indicate approximate location only and may not be relied upon for actual location of partition walls, interior room location, room size, location of fixtures or other details which may be noted on the Condominium Plan. The Condominium Plan is intended to give purchasers an overview of the units in the Condominium and the location of the Condominium. The actual location of structures on the Condominium Plan may be altered and or revised to comply with the final site plan and other approvals from the City of Toronto and other appropriate governmental authorities.

Purchasers in the Condominium are notified that during the construction of the Condominium, the Declarant’s contractors and the contractors’ suppliers and trades will be entitled to use those portions of the common elements of the Condominium as may be necessary and that during construction, a certain amount of dust, noise and heavy traffic will occur. The Declarant’s contractors will take reasonable efforts to ensure that its trades and suppliers will carry out their work on behalf of the Declarant, in such a manner as to reasonably reduce and minimize the degree of interference and discomfort of the residents of the Condominium, with their use and enjoyment of the Property, provided that nothing shall derogate from the right of the Declarant to complete construction of the Condominium.

6.3 Proposed Types and Number of Buildings and Units

The proposed Condominium will consist of one (1) block comprising nineteen (19) row townhomes and three (3) blocks comprising thirty-six (36) back to back row townhomes all to be constructed over an underground parking facility (the “**Building**”) to be constructed by the Declarant on the Property and will consist of:

- (a) Approximately fifty five (55) three (3) storey residential dwellings (the “**Residential Units**” or “**Units**”), with each Residential Unit containing a roof top deck. Certain Residential Units will have use of an exclusive use common element front and rear yard, as per plan.

Purchasers are advised that:

- (i) Residential Units may contain a gas or electric fireplace, as per plan
 - (ii) Each Residential Unit shall have direct access to the inside of the dwelling from the underground parking garage.
 - (iii) There will be no driveway in front of Units for the purpose of additional vehicles.
 - (iv) Residential Units are of varying square footages and may not be exactly as represented. All measurements are calculated in accordance with the standards established by Bulletin No. 22 issued by the Tarion Warranty Corporation;
 - (v) The Declarant shall have the right to increase or reduce the number of Residential Units in the Condominium by changing the style or configuration and the types of Residential Units contained in the Condominium in its sole discretion; provided however that the Purchaser's Residential Unit shall not be materially altered as a result of the foregoing and provided that the Purchaser's proportionate share of common interest and common expenses as set out in the Declaration, shall not be materially altered. In the event of such changes, the Declaration and the Budget will be amended accordingly and such changes shall not be construed as material amendments to this Disclosure Statement. Please refer to the Declaration for further details and restrictions with respect to the Residential Units.
 - (vi) The property's current municipal address is 50 Curzon Street, Toronto, Ontario. It is anticipated that the Condominium will be provided one municipal address on Curzon Street with each residential unit being assigned a unit number. Purchasers are advised that the Declarant shall have the right to reassign and/or renumber the Residential Units in its sole and absolute discretion prior to the final closing date.
- (b) Approximately sixty-six (66) parking spaces (the "**Parking Units**"), which will be located in the underground garage of the Condominium on Level A on the Condominium Plan. Each Residential Unit in the Condominium will be allocated a Parking Unit. A certain number of the Parking Units will be designated for use by disabled owners in the Condominium as may be required by the applicable governmental authorities. Please refer to the Declaration for further details and restrictions with respect to these units. Owners of Residential Units in the Condominium may purchase, subject to availability, Parking Units on terms and conditions to be established by the Declarant. Purchasers are advised that the Declarant shall have the right to increase or decrease the number of Parking Units in the Condominium. In the event of such changes to the Condominium, the Declaration and the Budget will be amended accordingly and such changes shall not be construed as material amendments to the Disclosure Statement. The location of Parking Unit(s) acquired by the Purchaser shall be assigned by the Declarant, in its sole and absolute discretion, on or before the interim occupancy date, however it is the Declarant's present intention to assign the Parking Units to Purchasers with a view to providing Purchasers, where reasonably available, with a Parking Unit directly in front of his or her Residential Unit. Notwithstanding the foregoing, Purchasers are advised that the Declarant does not guarantee or warrant that the Parking Unit assigned to him or her will be directly in front of his or her Residential Unit. The Purchaser acknowledges that Parking Units will vary in size, shape and convenience of location. The Declarant shall have the right to reassign and/or renumber Parking Units in its sole and absolute discretion prior to the final closing date. The Purchaser acknowledges that some Parking Units may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities. The Declarant advises Purchasers that ownership of some of the Parking Units may be retained by the Declarant. The Declarant may retain ownership of any Parking Units not sold to Purchasers of Units and may dispose of its interest in any Parking Units retained by it in accordance with the terms of the Declaration.
- (c) Approximately thirty-three (33) bicycle storage units (the "**Bicycle Storage Units**") which will be located in the underground garage of the Condominium on Level A on

the Condominium Plan. Owners of Units in the Condominium may purchase, subject to availability, a Bicycle Storage Unit on terms and conditions to be determined by the Declarant. Purchasers are also advised that the Declarant shall have the right to increase or decrease the number of Bicycle Storage Units in the Condominium, in which event the proportionate share of common interests and contribution to common expenses for each of the Bicycle Storage Units will be increased or decreased accordingly, provided that the overall percentage allocation for the Bicycle Storage Units as set out in Schedule "D" to the Declaration shall remain unchanged. Please refer to the Declaration for further details and restrictions with respect to these units. The Declarant also reserves the right to change the location of the Bicycle Storage Units. The Declarant may retain ownership of any Bicycle Storage Unit not sold to Purchasers and may dispose of its interest in any Bicycle Storage Unit retained by it in accordance with the terms of the Declaration. The location of Bicycle Storage Unit(s) acquired by the Purchaser shall be assigned by the Declarant, in its sole and absolute discretion, on or before the interim occupancy date. The Purchaser acknowledges that Bicycle Storage Units will vary in size, shape and convenience of location. The Declarant shall have the right to reassign and/or renumber Bicycle Storage Units in its sole and absolute discretion prior to the final closing date. The Purchaser acknowledges that some Bicycle Storage Units may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities.

- (d) Approximately two (2) storage units (the "**Storage Units**") which will be located in the underground garage of the Condominium on Level A on the Condominium Plan. Purchasers are also advised that the Declarant shall have the right to increase or decrease the number of Storage Units in the Condominium, in which event the proportionate share of common interests and contribution to common expenses for each of the Storage Units will be increased or decreased accordingly, provided that the overall percentage allocation for the Storage Units as set out in Schedule "D" to the Declaration shall remain unchanged. Please refer to the Declaration for further details and restrictions with respect to these units. The Declarant also reserves the right to change the location of the Storage Units. The Declarant may retain ownership of any Storage Unit not sold to Purchasers and may dispose of its interest in any Storage Unit retained by it in accordance with the terms of the Declaration. The location of Storage Unit(s) acquired by the Purchaser shall be assigned by the Declarant, in its sole and absolute discretion, on or before the interim occupancy date. The Purchaser acknowledges that Storage Units will vary in size, shape and convenience of location. The Declarant shall have the right to reassign and/or renumber Storage Units in its sole and absolute discretion prior to the final closing date. The Purchaser acknowledges that some Storage Units may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities.
- (e) One or more units (the "**Geothermal Unit(s)**") housing the equipment for the supply of geothermal heating and cooling energy to the Residential Units.
- (f) All rights, rights-of-way and easements through and over those portions of the Condominium necessary for the supply of all utilities and services, and for access and support.

6.4 Utilities/Cable Television/Telephone/Refuse Collection/Mail

- (a) Hydro & Water

Hydro service for the common elements (including all exterior street lighting) is anticipated to be on one bulk meter and the cost of same shall comprise part of the common expenses and is included in the budget.

Subject to 6.4(g) below, it is currently anticipated that consumption within the Residential Units of (i) electricity (hydro) and (ii) water (collectively, the "**Metered Utilities**") will be separately metered or check metered by one or more third party companies (collectively, the "**Meter Reading Company**"), in order to apportion and bill attributable costs amongst the owners and the Condominium Corporation.

As a result, the cost of the Metered Utilities for each Residential Unit shall not form part of the common expenses allocable to such unit, but rather, the owner or occupant

of each Residential Unit shall be responsible for payment of all costs and expenses for the Metered Utilities consumed within such Residential Unit at the rates charged by the applicable utility supplier, together with administrative and other fees from the Meter Reading Company.

The Meter Reading Company may also make a capital contribution to the metering system in the Condominium by, among others things, designing, supplying and/or installing the separate meters within the Condominium. These meters shall not form part of the common elements of the Condominium and shall be owned by the Meter Reading Company at all times. The cost of the above contribution may be amortized into the monthly utility costs billed to the Unit owners.

In the event that separate meters or check meters are unavailable, the Declarant reserves the right, in its sole and unfettered discretion, to bulk meter the cost of the Metered Utilities, which cost shall than be divisible and apportioned amongst the owners in accordance with the Budget Statement and will comprise a component of the monthly common expenses.

The Declarant currently expects to enter into an agreement with the Meter Reading Company. This agreement will require the Condominium, after its creation, to enter into a similar agreement with the Meter Reading Company (the “**Meter Reading Agreement**”). The Declarant hereby advises purchasers as follows with respect to these agreements with the Meter Reading Company:

- (i) The Meter Reading Company shall be responsible for operating the utility distribution system in accordance with the terms of the Meter Reading Agreement. In this regard, the Meter Reading Company (and employees, agents, contractors, consultants and other personnel) shall have the right in the nature of an easement to access the Condominium for the purpose of complying with its obligations pursuant to the Meter Reading Agreement, which rights may be reflected in an easement to be registered against title to the Property;
- (ii) Each owner or occupant of a Residential Unit shall enter into a separate Supply and Services Agreement with the Meter Reading Company on or before taking occupancy of their Residential Unit in accordance with the Meter Reading Company’s standard form agreement.
- (iii) Each owner or occupant of a Residential Unit may be required to pay a security deposit to the Meter Reading Company on or before taking occupancy of their Unit and the Meter Reading Company shall have the right to conduct credit checks on each owner or occupant of a Residential Unit;
- (iv) In the event that an owner or occupant fails to pay any amount owing to the Meter Reading Company when due, the Meter Reading Company shall employ normal collection practices which includes terminating the supply of utilities to the Residential Unit until all amounts owing by such owner or occupant to the Meter Reading Company have been paid in full; and,
- (v) The Meter Reading Agreement will provide that if such agreement is terminated pursuant to Section 112 of the Condominium Act, 1998 or otherwise, the Meter Reading Company shall be permitted to remove its meters (or any part thereof) from the Condominium and/or recover its capital investment in the utility distribution system and all associated termination, disconnection and removal costs;

(b) Gas

This Condominium has been designed so that gas service is individually metered for each Residential Unit and accordingly, does not comprise part of the common expenses and is not included in the budget. If, for whatever reason, a utility supplier is unable to provide separate metering, the utility will be bulk metered, added to the common expenses and included with the budget.

(c) Television

Each Residential Unit will be pre-wired for television reception. Television service will not be provided on a bulk basis and each owner of a Residential Unit will therefore have to contract independently with the supplier of television service.

The Declarant has/or will enter into an easement agreement with one or more suppliers of television service as selected by the Declarant in its sole discretion (the “**Cable Suppliers**”) for the installation, maintenance and repair of cable television or other similar television service in the Condominium. Such agreement(s) will not be subject to immediate termination pursuant to the Act. Although the Cable Suppliers will not have exclusive rights to provide television service to the Condominium, the wiring installed in the Condominium to carry television signals will be the property of the Cable Supplier that provides it. Each Cable Supplier will continue to have the right to use the inside wire provided by it without interference to provide communication services as long as and to the extent that the subscribers serviced by any inside wire of such Cable Supplier wish to subscribe for television service/communication services from such Cable Supplier.

(d) Telephone

Each Residential Unit will be prewired for telephone services. Each Residential Unit owner must contract independently with the service provider of their choice for telephone services.

(e) Refuse Collection and Recycling

It is anticipated that municipal refuse collection will not be provided to this Condominium. Accordingly, the Condominium will be required to arrange for private refuse collection at the Condominium’s expense and the cost of same has been included in the Budget Statement. Recycling of refuse is required by the City of Toronto and residents will be required to sort refuse in accordance with the City’s recycling requirements. Purchasers are advised that garbage may be required to be kept in the unit and brought to the designated garbage holding area in the underground garage on Level A of the Condominium at the times designated by the Condominium’s board or its property manager. Purchasers are further advised that the designated garbage loading space may be in proximity to their unit.

(f) Mail Delivery

As at the date of this Disclosure Statement, it is anticipated that residents will receive mail delivery on a door to door basis.

In the event that door-to-door mail service is not available, as determined by the Declarant in consultation with Canada Post, residents will be required to retrieve mail from a central mailbox.

(g) Geothermal Heating and Cooling

(i) Purchasers are advised that it is the Declarant’s intention to arrange for the installation of a geothermal heating/cooling system (the “**Geothermal System**”) to serve the Condominium. Geothermal technology uses the earth’s renewable thermal energy reservoir, stored from the sun into the ground around us. Below the earth’s surface this thermal reservoir is tapped into and delivered using a geothermal collection system. This involves drilling geothermal bore holes into designated areas of the common elements of the Condominium, installing a network of closed loops to the depth of the bore holes and running such loops into the Residential Units where they will be connected to pumps and equipment that will circulate the thermal fluid solution continuously through the geothermal loops. A fan coil unit combined with a geothermal split unit in conjunction with a gas fired boiler for domestic hot water and back up heat if necessary (in the Declarant’s sole discretion) will be installed in each Residential Unit that will distribute the heating/cooling energy. To achieve suitable heating and cooling

temperatures, certain Residential Units may be equipped with more than one distribution system.

- (ii) The Condominium may contain one or more service type units intended to house the following components of the Geothermal System (the "**Geothermal Unit(s)**):
 - (1) all geothermal piping, vertical and horizontal installed on any part of the Condominium including outside, inside and under the building/Residential Units and contained within structural components of the Residential Units, including the supply and return manifolds;
 - (2) all thermal fluid piping and geothermal system equipment within any mechanical rooms including but not limited to isolation valves and temperature/pressure measuring devices on manifolds; geothermal pumps; and monitoring controls.
- (iii) It is anticipated that the following components of the Geothermal System shall form part of the common elements of the Condominium and all costs associated with operating, maintaining, repairing and replacing such common elements shall be common expenses of the Condominium:
 - (1) all wires, meters, switches, pumps, equipment, devices, network router, internet services and other appurtenances (which are not part of the Geothermal Unit(s);
- (iv) The heat pump unit installed in each Residential Unit to distribute the heating/cooling energy within the Residential Unit will form part of each Residential Unit and all costs associated with operating, maintaining, repairing and replacing such HVAC equipment shall be for the account of the owner/occupant of such each such Residential Unit.
- (v) The Declarant may, in its sole, absolute and subjective discretion, make the geothermal heating/cooling system available to the Condominium and the Residential Units through one of the following options:
 - (1) The Geothermal Unit(s), including all or part of the Geothermal System, may be owned by the Condominium. In such event, the Condominium Corporation will be obligated to purchase from the Declarant, the Geothermal Unit(s) including all or part of the Geothermal System, at a cost of \$800,000 inclusive of HST ("**Geothermal Purchase Price**").

In order to pay for the Geothermal Unit(s), including all or part of the Geothermal System, the Condominium Corporation will either enter into or assume a loan, which may be classified as a green loan, arranged by the Declarant possibly with a lender or finance company chosen by the Declarant in its sole discretion, for the entire Geothermal Purchase Price, and possibly land transfer tax ("**Loan**"). As of the date of this Disclosure Statement, the Loan has not been arranged, however it is anticipated that the Loan will be on the following terms:

- (a) Term: Five (5) years, commencing on or shortly following registration of the Condominium;
- (b) Interest: It is anticipated that the principal amount from time to time outstanding on the Loan shall bear interest at the rate equal to approximately five (5%) percent over the Government of Canada Bond Yield having approximately a ten (10) year term, calculated on the date being one (1) month prior to the date of the transfer of the Geothermal Unit(s). In the event of any ambiguity or disagreement between the Declarant and the Condominium Corporation related to the interest rate payable on the Loan, the Declarant shall determine

the rate of interest payable in its sole, subjective and absolute discretion. In the event that the interest rate available will be based on a fixed rate, it is presently anticipated that the annual rate of interest will be approximately 6.65% -7% per annum;

- (c) Amortization Period: It is anticipated that the Loan will be based on an amortization period of between 20 – 25 years. Purchasers are advised that, at the Declarant’s discretion, the Loan may have a term and amortization period of ten (10) years; and
- (d) The Loan will be closed for repayment.

It is currently anticipated that, by utilizing the Geothermal System instead of a conventional heating and cooling system, the savings in utility costs will be approximately equal to the annual cost of the Loan (principal and interest). Accordingly, if the Geothermal System is installed in the Condominium and the Loan is arranged, it is anticipated that the estimated cost of utilities associated with heating and cooling, combined with the cost of repayment of the Loan, will be approximately equal to what the cost of utilities would have been for heating and cooling the Condominium and the Residential Unit, if a conventional energy system was utilized. The actual monthly Loan payments cannot be precisely determined at this time, as the prevailing interest rates and amortization period have not been set; however, it is presently anticipated that the monthly Loan payments will be approximately \$6,000/month.

In addition, it will be a duty and obligation of the Corporation to obtain or assume the Loan and to execute and deliver all associated loan and security documents required by the Loan provider and the Declarant, to secure the Loan, including but not limited to a mortgage on title to the Geothermal Unit(s). Please refer to section 24.1 for additional details.

- (2) The Geothermal Unit(s), including all or part of the Geothermal System, may be conveyed to a third party company (the “**Geothermal Company**”). In such event, the Geothermal Company will enter into an agreement with the Condominium requiring the Geothermal Company to generate and supply heating and cooling to the Condominium at a rate, which is intended to fluctuate based on the rates of other utilities (the “**Geothermal Energy Supply Contract**”). The Geothermal Energy Supply Contract shall provide that the cost of supplying geothermal heating and cooling will be based on the consumption of geothermal energy by either the Condominium as a whole or the individual Residential Units, as measured by a BTU meter or other check meter connected to the Geothermal System. The Condominium will make regular payments over a 30-plus year term which will commence at rates which are approximately equal to current conventional heating and cooling costs for the Condominium, and which will escalate at a fixed annual rate not to exceed 2-3% per annum. All payments made by the Condominium pursuant to the Geothermal Energy Supply Contract shall be common expenses of the Condominium.

The common elements of the Condominium will be subject to an easement in favour of the Geothermal Company for the purpose of installing, operating, maintaining, repairing and/or replacing its infrastructure as specified in the Geothermal Energy Supply Agreement. For clarity, purchasers acknowledge that such infrastructure shall be owned by the Geothermal Company and shall not form part of the common elements of the Condominium.

The Condominium shall be obligated to maintain all connected equipment and facilities located within or forming part of the common elements of the Condominium generally described in Section 6(g)(iii) in

a state of good repair and the Condominium shall be obligated to provide and maintain a continuous and uninterrupted supply of electricity to operate the pumps, metering equipment and valves forming part of the Geothermal Units. The Condominium shall ensure that the Geothermal Unit(s) and the equipment and devices associated therewith is not tampered with, damaged, modified or interfered with in any manner. On execution of the Geothermal Energy Supply Agreement by the Condominium, the Declarant shall be automatically released and forever discharged from any further obligations or liabilities relating to such agreement, or the Geothermal System.

Certain equipment owned by the Geothermal Company may be located in specified mechanical rooms and other areas of the Condominium and, in this event, such areas in which this equipment is located may be delineated as service units of the Condominium and an ownership interest in such units may be conveyed or leased by the Declarant to the Geothermal Company.

- (vi) Purchasers are advised that notwithstanding anything to the contrary herein, the Declarant reserves the right, in its sole and absolute discretion to install a conventional heating and cooling system for each of the Residential Units. In such event mechanical and electrical equipment associated with same, will be installed within the Residential Units and/or upon the exclusive use common elements associated with the Residential Units. Additionally, the hydro and gas associated with the conventional heating and cooling system, will be included within the metering system as described in Section 6.4(a). In the event that a conventional heating and cooling system is installed, the Declarant reserves the right to obtain same by lease. In such event, the Purchaser will be obligated to assume any lease and execute all documents associated therewith upon the Occupancy Closing Date. Purchasers acknowledge and agree that any such changes shall not constitute a material change for the purpose of Section 74 of the Condominium Act.

6.5 Recreational and Other Amenities

The Declarant does not intend to provide recreational and/or other amenities.

6.6 Easements

The Condominium will be subject to those easements as disclosed by the registered title and created in Schedule "A" to the Declaration. In addition to the easements existing and noted on title to the Property as of the date of this Disclosure Statement, further easements are contemplated to be registered. The Condominium and the individual Residential Units may be subject to easements as required for the purpose of providing access to servants, agents and contractors, to maintain, repair, replace or service any equipment, system or any other item provided by any utility including, without limitation, gas, hydro, water, cable television and storm and sanitary sewers; and for easements in favour of the Declarant for the purpose of providing access for contractors, installation of facilities and other associated easements required for the construction of the Condominium. The Condominium may also be subject to such easements in favour of the Geothermal Company that are necessary in order to provided geothermal heating and cooling to the Units.

In addition to the above, each Residential Unit shall be subject to and together with a general maintenance easement in favour of the other Residential Units, to allow for temporary access to the exterior of other Residential Units, to permit each owner or occupant to maintain, repair and replace exterior components of his/her Residential Unit, from time to time.

The easements are stated in this Disclosure Statement in a general nature, as the specific locations for the easements and reference plans have not yet been finally determined.

6.7 Visitor Parking

Approximately seven (7) parking spaces located in the underground parking facility (the "Visitor Parking Spaces") shall form part of the common elements and shall be for the use of

visitors to Residential Units only. A certain number of the Visitor Parking Spaces may be designated as handicapped spaces if required by the applicable governmental authority. The Visitor Parking Spaces may not be leased or sold to any Owner or otherwise assigned. It is not intended that there will be any fee or charge for the use of the Visitor Parking Spaces. The Visitor Parking Spaces shall be maintained by the Corporation and shall be used by visitors of Residential Units for the purpose of parking their motor vehicles and shall not be used by Owners or for any other purpose whatsoever. The Visitor Parking Spaces shall be designated as visitor parking by means of clearly visible signs. The Construction Receiver and any of its authorized agents, representatives, contractors, sub-trades, invitees or prospective purchasers, may park motor vehicles within the Visitor Parking Spaces until one year after title to all units in the Condominium or in any other condominium project marketed by the Declarant or any of its subsidiaries or affiliates have been sold and transferred by the Declarant or the applicable subsidiary or affiliate. Please refer to the Rules for further restrictions with respect to the Visitor Parking Spaces.

The Declarant reserves the right to increase or decrease the number of Visitor Parking Spaces provided that the number created conforms to the by-laws of the applicable governing authority, including the availability of Visitor Parking Space(s) for the disabled, if required. The Declarant also reserves the right to change the location of the Visitor Parking Spaces.

VII DECLARANT'S LIABILITIES

- 7.1 The Declarant is insolvent and unable to meet all of its liabilities, which include the claims of its secured creditors, construction lien claimants and unsecured creditors. All claims against the Declarant are currently stayed by the Appointment Order. It is intended by the Construction Receiver that the Residential Units will be conveyed free and clear of the Declarant's liabilities as more particularly set out in and by way of the Settlement Approval Order.

VIII NO CONVERSION OF RENTED RESIDENTIAL PREMISES

- 8.1 The Declarant has not made application pursuant to subsection 9(4) of the Act for the approval to convert previously used or existing rented residential premises to condominium tenure.

IX ONTARIO NEW HOME WARRANTIES PLAN ACT ("ONHWPA")

9.1 Applicability

The residential units and a pertinent common element are subject to the ONHWPA.

9.2 Enrollment

As at the date of this Disclosure Statement, the proposed residential units and common elements have been enrolled under the ONHWPA.

X NO CONVERSION FROM PREVIOUS USE

- 10.1 The Building included in the Condominium, or any proposed units, have been converted from a previous use. The Buildings constructed on the Property and comprising the Condominium (in whole or in part) will constitute new construction.

XI NON-RESIDENTIAL USE

- 11.1 None of the Units or part of the common elements may be used for commercial or other purposes, which are not ancillary to residential purposes, other than the Geothermal Unit may be used for commercial purposes if conveyed to the Geothermal Company.

XII BLOCKS OF UNITS MARKETED TO INVESTORS

- 12.1 The Declarant reserves the right to market Units in blocks to investors, but has no present intention of doing so. No restriction has been placed on the number of Units that may be purchased by an individual or a corporation. The Declarant will restrict the right of owners to

lease Units in the Condominium for periods of less than six (6) months. The Declarant may also impose conditions on leasing or may prohibit leasing of units during the period such Units are ready for occupancy but prior to title being transferred to Purchasers.

XIII PORTION OF UNITS DECLARANT INTENDS TO LEASE

- 13.1 While the Declarant intends to market and sell all of the residential units in this Condominium to individual unit purchasers, the Declarant reserves the right to lease any units in the Condominium to one or more third party tenants (particularly if the prevailing market makes it economically viable to do so, where sales are not easily achieved or obtainable). As at the date of this Disclosure Statement, the portion of units (to the nearest anticipated 25%) that the Declarant intends or anticipates to lease is presently zero (0%) percent.

XIV DECLARATION, BY-LAWS AND RULES

- 14.1 Accompanying this Disclosure Statement is a copy of the proposed Declaration, By-laws and Rules.

XV BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS SUBJECT TO TERMINATION

- 15.1 Proposed Management Agreement (Section 111 of the Act)

The Corporation will enter into a Management Agreement with a condominium property manager (the “**Manager**”) pursuant to which the Manager is to be the sole and exclusive representative and managing agent of the Corporation subject to overall control of the Corporation, for a period of two (2) years from the date of registration of the Declaration. The duties of the Manager are fully set out in the Management Agreement and do not include the duties of the directors and officers of the Corporation as set forth in the by-laws unless specifically stated otherwise in the Management Agreement. The Manager is entitled to act in the name of the Corporation in order to carry out the Corporation’s duties under the Declaration, the Act and the By-laws. The Manager will collect and expend the common expenses and supply monthly statements and annual budgets.

The Corporation is to pay the Manager for its managerial services the sum as set out in the Budget during the first year of the Management Agreement. The Management Agreement may be terminated by the Corporation pursuant to the provisions of Section 111 of the Act.

The duties of the Manager include enforcing the terms of the Declaration, by-laws and rules; advising the Board as to any additional by-laws or rules which should be established to assist in the operation of the Property; collecting and receiving monies payable by the Owners and depositing same into the appropriate trust accounts; utilizing such funds to make payments of accounts including insurance, repairs and maintenance; attempting to collect delinquent accounts; keeping accurate accounts and records of financial transactions involved in the management of the Property.

The Manager may engage a parent or subsidiary corporation or person affiliated to perform any work or services for the Corporation subject to the restrictions set out in the Management Agreement. Upon registration of the Declaration and thereafter prior to the beginning of each fiscal year during the term of the Management Agreement, the Manager shall provide the Board with an estimated budget for the following year.

A copy of the proposed Management Agreement is included with this Disclosure Statement. Purchasers are advised to review the actual Management Agreement for a complete understanding of the provisions contained therein. This summary is qualified in all respects by the Management Agreement itself.

- 15.2 Other Agreements

Each of the following agreements may be terminated by the Corporation pursuant to the provisions of Section 112 of the Act:

(h) Reserve Fund Study

The Condominium is obliged to establish and maintain one or more reserve funds to cover the costs of the major repair and replacement of the common elements and assets of the Condominium. In turn, the Condominium is obliged to retain an independent and qualified consultant to conduct a reserve fund study, for and on behalf of the Condominium, within the first year following registration, in accordance with the provisions of section 94(4) of the Act. The reserve fund study will confirm, amongst other things, the adequacy of the reserve fund, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy. The reserve fund study must be updated on a periodic basis, at the times and in the manner prescribed by the Act. Pending the Condominium's receipt of the first reserve fund study and its implementation of a proposed funding plan with respect thereto (if same is necessary), the total amount of the contributions to the reserve fund shall in no case be less than 10% of the budgeted amount required for contributions to the common expenses, exclusive of the reserve fund.

The proposed first year budget statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study, for and on behalf of the Condominium. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party consultant, to undertake the reserve fund study on behalf of the Condominium immediately after the Condominium has been created. It is intended that the Reserve Fund Study will be provided at the Turnover Meeting. In the event that the non-declarant board of directors terminates the contract entered into and chooses to retain an alternate consultant to undertake the reserve fund study, or to prepare a second reserve fund study at a cost or figure higher than the negotiated price or additional cost in the case of a second study, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the reserve fund study is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

(i) Performance Audit

The Condominium will be obliged to engage or retain a consultant who holds a certificate of authorization within the meaning of the Professional Engineers Act, or alternatively a certificate of practice within the meaning of the Architects Act to conduct a performance audit of the common elements on behalf of the Condominium, no earlier than six (6) months and no later than ten (10) months following registration, in accordance with the provisions of section 44 of the Act, and to inspect and report on the condition or state of repair of all major components of the building(s) comprising part of the common elements as specified by the Act. Before the end of the 11th month following the registration of the declaration, the person who conducts the performance audit is obliged to submit his or her report on the state of the deficiencies (if any) with respect to the common elements of the Condominium, to the board of directors, and to file such report with the Tarion Warranty Corporation. Once such report has been filed with the Tarion Warranty Corporation, it shall be deemed to constitute a notice of claim under the *Ontario New Home Warranties Plan Act R.S.O. 1990* as amended, for the deficiencies disclosed therein.

Pursuant to the provisions of the declaration, the Condominium is obliged to permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the performance audit while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the performance audit, and to also permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the performance auditor in connection with the performance audit (if the Declarant chooses to do so) for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to

verify, clarify and/or explain any potential matters of dispute to the performance auditor, prior to the end of the 11th month following the registration of the Condominium and the corresponding submission of the performance auditor's report to the board and the Tarion Warranty Corporation.

The proposed first year budget statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the performance audit. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party consultant to undertake the performance audit on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate consulting engineer or architect to undertake the performance audit, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the performance audit is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

(j) Financial Audit

The Condominium is obliged to retain the services of a qualified and independent chartered professional accountant or auditor, in order to have audited financial statements prepared as of the last day of the month in which the turnover meeting is scheduled to be held. Said financial statements are obliged to be delivered by the Declarant to the board within sixty (60) days after the turnover meeting, in accordance with section 43(7) of the Act, but all such financial statements are to be prepared at the expense of the Condominium. In addition, the Condominium's auditor must prepare a set of annual audited financial statements in respect of the Condominium and the auditor must present said financial statements before the annual general meeting of the owners, and submit a formal report on such statements to the Condominium (on behalf of the owners) in accordance with the provisions of sections 66 to 71 of the Act.

The proposed first year budget statement makes specific reference to the estimated cost of retaining a qualified accountant to prepare and conduct all requisite financial statements and audits required or prescribed by the Act during the first year of the Condominium's operation. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party accountant, to undertake the financial statements and audits on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate accountant or auditor to prepare and conduct all requisite financial statements and audits during the first year, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the financial statements and audits are concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

(d) Utility Supply and Services Agreement

The Condominium will be obliged to enter into a Meter Reading Agreement with the Meter Reading Company, the details of which are outlined in paragraph 6.4(a) of this Disclosure Statement. Such agreement will, among other things, confirm that the Meter Reading Company is the owner of the utility meters within the Building, will outline the Meter Reading Company's obligations with respect to operating the utility distribution system within the Building and will confirm the rates and charges that the Meter Reading Company will be entitled to charge to the Corporation and unit owners, all of which shall be in accordance with the regulations under the Ontario Energy Board Act, as applicable. The form of agreement that each unit owner will be required to enter into with the Meter Reading Company shall be attached as a Schedule to the Meter Reading Agreement.

(e) Geothermal Energy Supply Contract

The Condominium may be obliged to enter into a Geothermal Energy Supply Contract with a Geothermal Company for the provision of geothermal heating and cooling energy to the Condominium. Please refer to paragraph 6.4(g) of this Disclosure Statement for additional information.

(f) Miscellaneous Contracts

The Declarant Board will enter into such contracts as may be necessary or required for the provision of services to the Condominium including, without limitation, hydro, water, gas, landscaping, irrigation and irrigation maintenance, snow removal, pest control, garbage pickup and disposal, provision of supplies, cleaning services, insurance, accounting services, and other such matters as may be required for the orderly operation of the business of the Corporation.

15.3 Mutual Use Agreements (Section 113 of the Act)

The Declarant does not intend to enter into any agreement(s) for the mutual use, provision or maintenance or cost-sharing of facilities or services.

15.4 Proposed Insurance Trust Agreement (Section 114 of the Act)

The Corporation is authorized to enter into an Insurance Trust Agreement with a trust company registered under the Loan and Trust Corporations Act or a chartered Bank (the "Trustee"). The Declarant does NOT intend to enter into an Insurance Trust Agreement with a Trustee for the first year of operation of the condominium.

XVI AMALGAMATION16.1 Statement regarding amalgamation

(g) The Declarant does not intend to cause the Corporation to amalgamate with any other existing or proposed condominium corporation within sixty (60) days of the date of registration of the Corporation's declaration and description nor does the Declarant have any knowledge that the Corporation intends to amalgamate with another corporation.

(h) No amalgamation is intended or proposed between this Condominium and any other existing or proposed condominium corporation. Accordingly, no amalgamation documentation is available or enclosed herewith.

XVII BUDGET STATEMENT

17.1 A Budget Statement for the one year period immediately following registration of the Declaration and the Description is included with this Disclosure Statement. Purchasers are advised that the Budget Statement, which accompanies this Disclosure Statement shall be increased at the rate of 7.5% per annum after December 31, 2017. After such date, the total operating costs reflected in the Budget Statement shall be increased by 7.5% per annum with respect to all costs, save and except for utility costs, which may, in the sole and absolute discretion of the Declarant, be adjusted to the greater of: (i) the actual increase in such costs from the date of this Disclosure Statement to the interim occupancy closing date for the first Residential Unit in the Condominium, and (ii) 7.5% per annum, which increase for each utility shall be determined by the Declarant in its sole and absolute discretion. Purchasers are advised that reference to December 31, 2017 shall not be construed or interpreted as a representation or warranty by the Declarant that registration of the Condominium shall take place on or before such date.

17.2 One of the largest components of the Budget Statement is the cost attributed to utilities. Purchasers are advised that, as a result of uncertainty in the utility distribution markets, the Declarant's reasonable assumptions regarding such utility costs may be incorrect as a result of circumstances that are not capable of being accurately predicted as of the date of registration of the condominium and which are beyond the Declarant's control. Consequently, prior to registration of the Condominium, the projected costs for such utilities shown in the Budget

Statement, which accompanies this Disclosure Statement, shall be updated to reflect market conditions as of the date of registration as an alternative to applying an assumed inflation factor to such projected costs as provided in the Budget Statement (in the Declarant's sole discretion). The Budget Statement, which accompanies this Disclosure Statement, and the common expenses applicable to Residential Unit shall be revised accordingly. Purchasers specifically acknowledge and agree that any increase in utility costs from that which was originally represented in the Budget Statement, which accompanies this Disclosure Statement, shall not be the responsibility of the Declarant, despite section 75 of the *Condominium Act, 1998*. Purchasers acknowledge that the possibility of an increase in utility costs has been properly disclosed and, consequently, any increase shall not constitute a material change to the Disclosure Statement or such Budget Statement. In addition, purchasers agree that this acknowledgement may be pleaded by the Declarant as a complete defense to any application or objection raised by purchasers in this regard.

XVIII FEES OR CHARGES TO BE PAID TO THE DECLARANT

- 18.1 There are no fees or charges that the Condominium is required or intended to pay to the Declarant. There are no fees or charges that the Condominium is required or intended to pay to any other person or persons, except as expressly provided or contemplated in the proposed first year budget statement of the Condominium. Please therefore refer to the first year budget statement for all projected or anticipated expenses of the Condominium, and the corresponding services being provided.

XIX RESCISSION RIGHTS

19.1 The following is a copy of Section 73 of the Act which sets out the rescission rights available to a purchaser of a unit in the Condominium:

- “(1) A purchaser who receives a disclosure statement under subsection 72(1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form.
- (2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of,
- (a) the date that the purchaser receives the disclosure statement; and
 - (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.
- (3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.”

XX RESCISSION RIGHTS UPON MATERIAL CHANGE

20.1 The following is a copy of Section 74 of the Act, which sets out what constitutes a “material change” and the rescission rights available to a purchaser of a unit in the Condominium in the event of a material change:

“(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72(1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser.

(2) In this section,

“material change” means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,

- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation;
- (b) a substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turn-over meeting has been held under Section 43;
- (c) a change in the portion of units or proposed units that the declarant intends to lease;
- (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made; or
- (e) a change in the information contained in the statement described in subsection 161(1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation.

- (3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.
- (4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form.
- (5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change.
- (6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,
 - (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
 - (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and
 - (c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or declarant, as the case may be, has made an application for the determination.
- (7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor.
- (8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5).
- (9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.
- (10) The declarant shall make the refund,
 - (a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or
 - (b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8)."

XXI INTEREST ON DEPOSITS

- 21.1 Pursuant to subsection 82(8) of the Act, the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest the Declarant is required to pay to the purchaser under Section 82 of the Act.

XXII USE OF COMMON ELEMENTS

- 22.1 The Declarant does not intend to permit any part of the common elements to be used for commercial or other purpose not ancillary to residential purposes, other than the Geothermal Unit may be used for commercial purposes if conveyed to the Geothermal Company.

XXIII MAJOR ASSETS TO BE PROVIDED BY DECLARANT

- 23.1 The Declarant does not intend to provide any major assets or property to the Corporation.

XXIV UNITS, ASSETS OR SERVICES THE CORPORATION MAY PURCHASE FROM THE DECLARANT

- 24.1 The Corporation may be obligated to purchase from the Declarant, the Geothermal Unit(s) including all or part of the Geothermal System, as described in section 6.4(g) for the Geothermal Purchase Price (\$800,000 inclusive of HST).

In order to pay for the Geothermal Unit(s), including all or part of the Geothermal System, the Condominium Corporation will be obligated to either enter into or assume a loan, which may be classified as a green loan, to be arranged by the Declarant with a lender or finance company chosen by the Declarant in its sole discretion, for the entire Geothermal Purchase Price and possibly land transfer tax, if any (“**Loan**”).

As of the date of this Disclosure Statement, the Loan has not been arranged, however it is anticipated that the Loan will be on the following terms:

(1) Term: the term will be five (5) years, commencing on or shortly following registration of the Condominium;

(2) Interest: it is anticipated that the principal amount from time to time outstanding on the Loan shall bear interest at the rate equal to approximately five (5%) percent over the Government of Canada Bond Yield having approximately a ten (10) year term, calculated on the date being one (1) month prior to the date of the transfer of the Geothermal Unit(s). In the event of any ambiguity or disagreement between the Declarant and the Condominium Corporation related to the interest rate payable on the Loan, the Declarant shall determine the rate of interest payable in its sole, subjective and absolute discretion. In the event that the interest rate available will be based on a fixed rate, it is presently anticipated that the annual rate of interest will be approximately 6.65% -7% per annum;

(3) Amortization Period: It is anticipated that the Loan will be based on an amortization period of between 20 – 25 years. Purchasers are advised that, at the Declarant’s discretion, the Loan may have a term and amortization period of ten (10) years.

(4) The Loan will be closed for repayment.

The actual monthly Loan payments cannot be precisely determined at this time, as the prevailing interest rates and amortization period have not been set; however, it is presently anticipated that the monthly Loan payments will be approximately \$6,000/month.

In order to secure the Loan, the Corporation shall deliver security to the provider of the Loan, which shall include, but is not limited to, a general security agreement along with a mortgage (the “**Geothermal Unit Mortgage**”). The Geothermal Unit Mortgage, will be registered against title to the Geothermal Unit and such portions of the Condominium as required by the Declarant and the provider of the Loan. It will be a duty and obligation of the Corporation to execute and deliver all documents required by the Declarant related to the conveyance of the Geothermal Unit(s) and Geothermal System. It will also be a duty and obligation of the Corporation to deliver all documents and security as required by the provider of the Loan, to secure the Loan, including but not limited to the Geothermal Unit Mortgage and a general security agreement.

- 24.2 As more particularly described in Section 6.4(g), the Condominium Corporation may be required to enter into the Geothermal Energy Supply Contract with the Declarant, or a third party company.

XXV ADJOINING LANDS

- 25.1 The Declarant, a subsidiary body corporate, holding body corporate, or affiliated body corporate owns lands adjacent to the lands described herein. The Declarant owns lands to the west of the Property, which lands are currently vacant, but are intended to be transferred to the proposed developer in accordance with the Settlement Approval Order.

XXVI RULES

- 26.1 Purchasers are hereby advised that pursuant to section 58 of the Act, the board may make, amend or repeal rules respecting the use of the units and common elements, in order to promote the safety, security and/or welfare of the owners and of the property and assets of the Condominium, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units and/or the assets of the Condominium. The rules shall be reasonable and consistent with the provisions of the Act, the declaration and the by-laws of the Condominium. Every rule made by the board shall be effective thirty (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 the owners to consider same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or the amendment thereto is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called and convened, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.

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

Purchasers should pay specific attention to the proposed rules of the Condominium accompanying this Disclosure Statement, which will be adopted and approved by the board of directors of the Condominium following the registration of the declaration, in accordance with the provisions of the Act. Amongst other things, these rules restrict, regulate or otherwise deal with alterations to the common elements, the disposal of garbage, the emission of noise, the obstruction of walkways, the parking of vehicles, the planting of flowers, the utilization and installation of barbecue equipment, the storage or placement of patio furniture, the keeping of pets and the implementation of any repair work between certain designated hours.

Purchasers should also note that all costs and damages incurred by the Condominium as a result of a breach of any of the rules committed by any owner (or by such owner's tenants or guests) shall be borne by such owner and be recoverable by the Condominium against such owner in the same manner as common expenses.

XXVII RISK FACTORS

- 27.1 The following factors should be considered carefully before purchasing a Residential Unit:
- (a) The Declarant is insolvent and is in receivership (see Article 5.1).
 - (b) The Court has authorized the Construction Receiver to file an assignment in bankruptcy on behalf of the Declarant, UC Riverdale and UC Beach, and it is a condition precedent to the Settlement Definitive Agreements that such entities are adjudged bankrupt.
 - (c) For an Existing Leslieville Purchaser, the New APS will not become effective unless the Settlement Conditions are satisfied or waived by the Settlement Outside Date.
 - (d) Pursuant to the Settlement Approval Order, if at any time the Construction Receiver determines in its sole discretion that a "Funding Failure" has occurred then, provided that no interim occupancy of the Residential Unit sold under a New APS or Standard Form Sale Agreement has occurred, the Receiver may deliver a Funding Failure Notice and upon the delivery of a Funding Failure Notice, such New APS or Standard Form

Sale Agreement shall be deemed terminated and null and void and of no force and effect.

- (e) As the Declarant is insolvent, its ability to meet its financial or other obligations under the *Condominium Act*, including, but not limited to, funding any first year deficit of the Condominium, reserve funds study or performance audit obligations may be impacted. The Construction Receiver has no obligation under the *Condominium Act* with respect to the Declarant's obligations thereunder and assumes no responsibility therefor.
- (f) As the Declarant is insolvent, the only warranties of workmanship or materials, in respect of any aspect of the construction of the Condominium including each Residential Unit warranties are limited to only those warranties deemed to be given by Taron Warranty Corporation, which warranties shall extend only for the time period and in respect of those items as stated in the Ontario New Home Warranties Plan Act.
- (g) Real estate developments are generally subject to varying degrees of risk including changes in general economic conditions, local supply and demand conditions, the attractiveness of the property to potential owners, competition from others and the degree of liquidity of real estate.

XXVIII MISCELLANEOUS MATTERS

- 28.1 The Purchaser acknowledges that it is anticipated by the Declarant that in connection with the Declarant's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Declarant by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy Date or the Title Transfer Date, the Purchaser shall execute any and all documents required by the Declarant acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Declarant is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction.
- 28.2 The Purchaser specifically acknowledges and agrees that the Condominium will be developed in accordance with any requirements that may be imposed from time to time by any Governmental Authorities, and that the proximity of the Property to major arterial roadways, (including Queen Street West and Dundas Street West), CN railway lands, and TTC transit operations may result in noise, vibration, electromagnetic interference, and stray current transmissions ("**Interferences**") to the Property and despite the inclusion of control features within the Condominium. These Interferences may continue to be of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. The Purchaser nevertheless agrees to complete this transaction in accordance with the terms hereof, notwithstanding the existence of such potential noise concerns, and the Purchaser further acknowledges and agrees that a noise-warning clause similar to the preceding sentence (subject to amendment by any wording or text recommended by the Declarant's noise consultants or by any of the governmental authorities) may be registered on title to the Property on the Title Transfer Date, if, in fact, same is required by any of the governmental authorities. Without limiting the generality of the foregoing, the Purchaser specifically acknowledges that the following noise warning clause has been inserted in this Agreement, at the request of the governmental authorities, namely: "Purchasers and Tenants are advised that despite the inclusion of noise control measures within the Building and units, sound levels due to increasing road traffic may occasionally interfere with some activities of the residential occupants as the outdoor sound levels exceed the Ministry of the Environment's noise criteria. Glazing constructions have been selected and this Residential Unit has been supplied with a central air conditioning system, which will allow exterior doors and windows to remain closed so that the indoor sound levels from road traffic and rail operations are within the Ministry of the Environment's noise criteria."
- 28.3 Without limiting the generality of the preceding subparagraph, the Purchaser acknowledges and agrees that:

- (a) The Residential Units have been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment's noise criteria.
 - (b) As and when other Residential Units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants.
- 28.4 The Purchaser is hereby advised that the Declarant's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy Date, all at the Purchaser's sole cost and expense.
- 28.5 It is further acknowledged that one or more of the development agreements may require the Declarant to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, landscaping features and/or fencing, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways and/or nearby railway lines or airports. The Purchaser agrees to be bound by the contents of any such notice(s), whether given to the Purchaser at the time that this Agreement has been entered into, or at any time thereafter up to the Title Transfer Date, and the Purchaser further covenants and agrees to execute, forthwith upon the Declarant's request, an express acknowledgment confirming the Purchaser's receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Declarant.
- 28.6 The Purchaser acknowledges and agrees that the Declarant (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after the Occupancy Date, from time to time, in order to enable the Declarant to correct outstanding deficiencies or incomplete work for which the Declarant is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.
- 28.7 The Declarant reserves the right to increase or decrease the final number of residential, parking, and/or other ancillary units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the residential units ultimately comprised within the Condominium which have not yet been sold by the Declarant to any unit purchaser(s), all in the Declarant's sole discretion, and the Purchaser expressly acknowledges and agrees to the foregoing, provided that the final budget for the first year following registration of the Condominium is prepared in such a manner so that any such variance in the residential/parking and/or other ancillary unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the residential and/or parking units sold by the Declarant to the Purchaser. Without limiting the generality of the foregoing, the Purchaser further acknowledges and agrees that one or more residential units situate adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined unit, and the overall residential unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Declarant to the Purchaser in connection with this transaction.
- 28.8 The Purchaser hereby acknowledges and agrees that the Declarant cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser's occupancy of the Residential Unit on the Occupancy Date, (or any acceleration or extension thereof as hereinbefore provided), and that the Purchaser shall be solely responsible for directly contacting the Declarant or the Declarant's representative in

order to make suitable booking arrangements, and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) the Occupancy Date, (or any acceleration or extension thereof, as aforesaid).

- 28.9 Despite the best efforts of the Toronto District School Board, sufficient accommodation might not be locally available for all students anticipated from the development area and that students may be accommodated in facilities outside the area, and further, that students may later be transferred.
- 28.10 The Purchaser hereby agrees for the purpose of transportation to school, if bussing is provided by the Toronto District School board in accordance with the Board's policy, that students will not be bussed from home to school, but will meet the bus at designated locations in or outside of the area.
- 28.11 **[NTD: This assumes Tarion coverage provided. Coverage under discussion with Tarion]**
The Purchaser is advised to become familiar with his/her rights under the warranty program provided by the Tarion Warranty Corporation, as set out in the Tarion Homeowner Information Package, and with the requirements to provide notices to Tarion with respect to any building deficiencies or the quality of workmanship items in order to make claims under the warranty program, including the following:
- (i) As part of the administration of the New Home Warranty Program a Declarant/builder is required to conduct a Pre-Delivery Inspection (PDI) of all freehold homes and condominium units which is a formal record of the home's condition before the purchaser takes possession and which will be used as a reference for future warranty service requests.
 - (ii) The purchaser is also advised that Tarion requires that the purchaser must notify Tarion of outstanding warranty items by submitting a "30-day Form" to Tarion at Tarion Customer Centre, 5150 Yonge Street, Concourse Level, Toronto Ontario, M2N 6L8 or by mail, courier or fax to 1-877-664-9710 before the end of the first (30) days of possession of a home by the purchaser.
 - (iii) The purchaser is advised that he/she must complete and submit a Year End Form to notify Tarion of outstanding warranty items in the final thirty (30) days of the first year of possession of a home by the purchaser.
 - (iv) The purchaser is advised that he/she must complete and submit a Second-Year Form to notify Tarion of outstanding warranty items in the final thirty (30) days of the second year of possession of a home by the purchaser.

Purchasers are advised that failure by them to submit the required notices to Tarion on a timely basis may affect their ability to make claims under the New Home Warranty Program.

- 28.12 Residents of the Condominium are absolutely prohibited from altering the grading and/or drainage patterns established by the Declarant in respect of the Condominium, and subject to the provisions of the declaration, by-laws and rules of the Condominium in force from time to time, residents shall not place any fence, shrub, bush, hedge or other landscaping treatment on any portion of the common elements save and except in accordance with the Declaration.
- 28.13 The Purchaser acknowledges and agrees that the Declarant reserves the right to add or relocate certain mechanical equipment within the Unit, including but not limited to, HVAC equipment and ancillary equipment, to be located and placed along either the interior of an outside wall or an interior demising wall, in accordance with engineering and/or architectural requirements.
- 28.14 The Purchaser of Units 23, 24, 34 and 35 are advised that the ramp to the Condominium's underground garage and Type G loading facility is located in proximity to their Units.
- 28.15 All Purchasers are advised that residents of the Condominium may not be permitted to purchase City of Toronto parking permits for street parking on Curzon Street or Jones Avenue.

- 28.16 Purchasers are advised that the marketing material and site drawings and renderings (“**Marketing Material**”) which they may have reviewed prior to the execution of the NEW APS remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the development, construction and engineering consultants retained to complete this project, and accordingly such Marketing Material does not form part of the Declarant's obligations thereunder.
- 28.17 The Purchaser acknowledges and agrees that the hot water heater, storage tank and ancillary devices (“**Hot Water Equipment**”) located within his or her Unit is owned by a third party company, and is not being acquired by the Purchaser on the Title Transfer Date. The owner of the Hot Water Equipment, shall have the right to attach markings or identification plates to the Hot Water Equipment, to give notice of its ownership interest, which are not to be removed or tampered with. The owner of the Hot Water Equipment reserves the right to register a notice of security interest against the Unit, related to the Hot Water Equipment. As a condition of closing, the Purchaser shall on either the Occupancy Date or the Title Transfer Date, as determined by the Declarant, in its sole and absolute discretion, enter into or assume an equipment rental agreement or lease (the “Lease”) for the use of the Hot Water Equipment. The Purchaser further acknowledges and agrees that by entering into or assuming the Lease, the Purchaser shall be fully responsible for all rental payments and other costs associated with the Lease, including any security deposit required under the Lease. The Purchaser acknowledges and agrees that in the event that the Purchaser sells or assigns his/her Unit, on the closing of that transaction, the Purchaser shall assign and the transferee shall assume all of the rights and obligations under the Lease, and a copy of the assignment and assumption agreement shall be sent to the owner of the Hot Water Equipment. In addition, in the event that the Purchaser is in default of the Lease or does not assign or assume the Lease on its closing day, then the lessor under the Lease or its representative, accompanied by the property manager or another representative of the Condominium, may enter onto the common elements of the Condominium and enter into the Unit to remove the Hot Water Equipment at the Purchaser's sole cost and expense. Any costs incurred by the Condominium related to the removal of the Hot Water Equipment shall be the sole responsibility of the Purchaser and all such amounts shall be collected by the Condominium as if same were Common Expenses. The Purchaser acknowledges and agrees that the Declarant shall not be responsible for any losses, costs or damages incurred by the Purchaser as a result of the removal of the Hot Water Equipment, as contemplated herein. This condition is inserted for the sole benefit of the Declarant and may be waived by the Declarant at any time prior to 6:00 pm on the Closing Date by providing notice to the Purchaser of the Declarant's intention to waive this condition.

CERTIFICATE

To the best of the undersigned's knowledge and belief, the foregoing attached Disclosure Statement dated [**insert, 2017**] contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to prevent a statement that is made from being false or misleading in the circumstances in which it was made.

On behalf of the chief executive officer and chief financial officer of URBANCORP (LESLIEVILLE) DEVELOPMENTS INC by ALVAREZ & MARSAL CANADA INC., solely in its capacity as the court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. without personal or corporate liability.

By:

Name:

Title:

50 CURZON STREET CONDOMINIUM

BUDGET STATEMENT FOR THE FIRST YEAR OF OPERATIONS

March 2017

50 CURZON STREET CONDOMINIUM

Budget statement for the common expenses for the year following registration of the declaration and description of the proposed standard condominium corporation at 50 Curzon Street, Toronto, Ontario.

REVENUE

Common Element Fees	\$323,625	
TOTAL REVENUE		\$323,625

ADMINISTRATION

Management Fees	\$26,849	
Insurance	29,400	
Legal	1,130	
Audit	5,848	
Office Expenses	900	
TOTAL ADMINISTRATION EXPENSES		\$64,127

UTILITIES

Electricity	\$31,000	
Water	37,000	
Less In-Suite Consumption Recovery	(29,000)	
Geothermal Heating and Cooling / Green Loan	71,000	
Water Discharge Agreement	5,000	
Telephones	1,000	
TOTAL UTILITIES		\$116,000

CONSULTING

Performance Audit	\$11,865	
TOTAL CONSULTING		\$11,865

MAINTENANCE & REPAIRS

Building Repairs & Maintenance	\$1,500	
Building Supplies	500	
TOTAL REPAIRS & MAINTENANCE		\$2,000

50 CURZON STREET CONDOMINIUM

Budget statement for the common expenses for the year following registration of the declaration and description of the proposed standard condominium corporation at 50 Curzon Street, Toronto, Ontario.

CONTRACTS

Contract Cleaning	\$36,196	
Landscaping & Snow Clearing	17,600	
Life Safety & Security System Maintenance	4,000	
Garage Mechanical Equipment Maintenance	3,600	
Waste Removal	6,800	
Tractor Lease	4,000	
Pest Control	1,300	
Garage Sweep	1,200	
Garage Door Maintenance	1,000	
TOTAL CONTRACTS		\$75,696

RESERVE FUND

Reserve Fund Provision	\$46,593	
Reserve Fund Provision for Reserve Fund Study	7,345	
TOTAL RESERVE FUND		\$53,938

TOTAL EXPENSES		\$323,625
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If registration of the declaration and description occurs after December 31, 2017, then the budget statement shall be read as increased by an inflation rate of 7.5% per annum and compounded annually. The date contained in this clause is not a guarantee that registration will take place on this date.

50 CURZON STREET CONDOMINIUM

NOTES TO THE BUDGET

I. INDIVIDUAL UNIT ASSESSMENT:

The monthly common element charge for each unit is determined by dividing the total budgeted common element fees attributed to the property by twelve (12) to determine the monthly assessment. This amount is multiplied by the unit's percentage contribution to common expenses, as shown in Schedule "D" of the proposed declaration, to find the monthly individual common element charges.

1. Total Monthly Common Element Assessment:

$$\$323,625 \text{ divided by } 12 = \$26,968.75$$

2. Monthly Individual Common Element Assessment:

Individual unit monthly common element assessments are determined by multiplying the total monthly common element assessment (\$26,968.75) by the percentage contribution to common expenses of each unit. Please see the Schedule at the back of this Budget Statement for the individual unit monthly common element assessment.

II. OPERATING EXPENSES:

1. ADMINISTRATION		\$64,127
a. Management Fees		\$26,849
	This covers the cost of the services of a property management company to administer the affairs of the condominium corporation and as detailed in the property management contract included in the Disclosure Statement Package. The contract for the first year is set at \$1,980.00 per month, inclusive of all start up fees, plus the H.S.T. for part time property management.	
b. Insurance		\$29,400
	This amount covers all insurance costs, including fire (all risk), comprehensive general liability, all major equipment and directors and officers liability coverage, as applicable.	
c. Legal		\$1,130
	Provision has been made for the appointment of independent legal counsel for the Corporation at the discretion of the Board of Directors and to a maximum amount of \$1,000 plus the H.S.T.	
d. Audit		\$5,848
	Section 43(7) of the Condominium Act requires an audit sixty (60) days after the turn over meeting and Section 67 requires an audit for each fiscal year. This provision is the estimated cost to complete both the audits during the year.	
e. Office Expenses		\$900
	This budgeted amount provides for any office expenses directly related to the operation of the corporation including various office supplies, photocopying, mailings, the annual general meeting, CCI membership, bank charges and other such expenses.	

50 CURZON STREET CONDOMINIUM

NOTES TO THE BUDGET

2. UTILITIES	\$116,000
a. Electricity	\$31,000
<p>The budget is based on comparable property requirements and the current rates from Toronto Hydro of 10.3 cents per kilowatt hour and administrative/distribution charges have been escalated by 5% and compounded annually. The budget includes electricity for the common areas only. Each residential unit will be separately metered or check metered and the cost of electricity to the residential units will be the responsibility of the respective unit owner and will not form part of the common expenses. Should the rates for hydro at time of registration be greater than 10.8 cents per kilowatt hour and administrative/distribution charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.</p>	
b. Water	\$37,000
<p>The budget is based on comparable property requirements and the current rates from the City of Toronto website of \$3.6225 per cubic metre for water and waste water and have been escalated by 5% and compounded annually. The budget includes water and waste water costs for the common areas and residential units on a bulk billing basis. Each residential unit will be separately sub-metered or check metered and the cost of both water and waste water to the residential units will be the responsibility of the respective unit owner and will not form part of the common expenses (Please see Note c. below). Therefore, although, as indicated water service will be bulk billed to the Condominium, the foregoing will in turn result in a recovery or reduction in the ultimate common expense water and waste water charges to the Condominium as the bulk bill amount will be offset by the individual charges for the sub-metered consumption for each residential unit, payment of which will be the responsibility of the owner of the residential unit in addition to their common expense payments. Should the rates for water at time of registration be greater than \$3.8036 per cubic metre for water and waste water, then the budget will be adjusted accordingly to reflect the rates at the time of registration.</p>	
c. Less In-Suite Consumption Recovery	(\$29,000)
<p>It is currently anticipated that consumption of water and waste water within the residential units will be read by a third party company, in order to apportion and bill attributable costs amongst the owners and the Corporation (for water usage in common areas) based on a sub-meter reading. The total cost of each residential unit's water and waste water consumption, will be invoiced back to each unit based on their individual sub-meter or check meter reading and will be payable by the unit owners in addition to their common expense payments. In the event that this Recovery System Process, is not allowed or unable to be implemented, then it would result in an increase in common expenses by an average of approximately \$43.94 per residential unit per month, and this amount would form part of the common expenses in the future. Please refer to the Disclosure Statement for further details.</p>	

50 CURZON STREET CONDOMINIUM

NOTES TO THE BUDGET

- d. Geothermal Heating and Cooling / Green Loan \$71,000

The estimated cost to provide sustainable heating and cooling to the common elements and the residential units based on the occurrence of one of the following two scenarios:

(i) The Residential Units will be supplied with geothermal energy for heating and cooling by the Geothermal Company, as such term is defined in the Disclosure Statement. It is anticipated that this geothermal energy will be supplied on a contract basis with escalations over the life of the term based on market rates and/or conditions related to similar utilities. In such instance, the estimated costs herein represent the annual cost of geothermal energy to each unit of the Condominium. Please refer to the Disclosure Statement for further details.

(ii) The Condominium Corporation may be obligated to purchase from the Declarant, the Geothermal Unit(s) including all or part of the Geothermal System, as described in section 6.4(g) for the Geothermal Purchase Price (approximately \$800,000 inclusive of HST) ("Geothermal Purchase Price").

In order to pay for the Geothermal Unit(s), including all or part of the Geothermal System, the Condominium Corporation will be obligated to either enter into or assume a loan, which may be classified as a green loan, to be arranged by the Declarant with a lender or finance company chosen by the Declarant in its sole discretion, for the entire Geothermal Purchase Price and possibly land transfer tax, if any ("Loan").

It is anticipated that the principal amount from time to time outstanding on the Loan shall bear interest at the rate equal to approximately five (5%) percent over the Government of Canada Bond Yield having approximately a ten (10) year term, calculated on the date being one (1) month prior to the date of the transfer of the Geothermal Unit(s). In the event of any ambiguity or disagreement between the Declarant and the Condominium Corporation related to the interest rate payable on the Loan, the Declarant shall determine the rate of interest payable in its sole, subjective and absolute discretion. In the event that the interest rate available will be based on a fixed rate, it is presently anticipated that the annual rate of interest will be approximately 6.65% -7% per annum. It is anticipated that the Loan will be based on an amortization period of between 20 – 25 years. Purchasers are advised that, at the Declarant's discretion, the Loan may have a term and amortization period of ten (10) years. The actual monthly Loan payments cannot be precisely determined at this time, as the prevailing interest rates and amortization period have not been set; however, it is presently anticipated that the monthly Loan payments will be approximately \$6,000/month. Please refer to the Disclosure Statement for further details.

- e. Water Discharge Agreement \$5,000

The estimated cost to pay to the City, for the discharge of Private Water. The amount will be calculated by multiplying the volume of the Private Water discharged by the Discharger, directly or indirectly, to the City's Sewer by the rate established by the City from time to time under Chapters 441 and 681 of the City of Toronto Municipal Code. Please refer to IV. General Note to the Budget M.

50 CURZON STREET CONDOMINIUM

NOTES TO THE BUDGET

f.	Telephones	\$1,000
	The cost of the phone line for the life safety system at the commercial rate.	
3. CONSULTING		\$11,865
a.	Performance Audit	\$11,865
	The cost of the engineering study, to be conducted by the Declarant Board of Directors, to examine the common element areas and to file with the Tarion Warranty Program during the first year. This is a one time expense.	
	The Declarant shall arrange for an Agreement on behalf of the Corporation with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the common element areas and assess the as-constructed condition of the various systems and components of the common element areas in order to provide the corporation with a report on the common element areas which will assist the corporation in assessing repair and maintenance requirements and in preserving any rights which the corporation may have under the Ontario New Home Warranties Plan Act. The Declarant has negotiated a price for the Performance Audit (the "Contracted Price") which has been included in the Budget as a first year expense of the corporation.	
	The Corporation is not restricted to the consulting engineers for the Performance Audit being prepared as set out herein. However, in the event that the corporation retains an alternate and/or additional consulting engineer to undertake the Performance Audit, at a higher cost than the Contracted Price negotiated by the Declarant then, the Declarant shall only be responsible for the amount of the Contracted Price, pursuant to Section 75 of the Condominium Act, and any expenses in excess of this stated amount shall be the sole responsibility of the condominium corporation.	
4. MAINTENANCE & REPAIRS		\$2,000
a.	Building Repairs & Maintenance	\$1,500
	This is the estimated cost for minor repairs to the common element areas only. This account is also used for the normal day-to-day maintenance to the common element areas.	
b.	Building Supplies	\$500
	This is the estimated cost for supplies, such as light bulbs, for the common areas.	

50 CURZON STREET CONDOMINIUM

NOTES TO THE BUDGET

5. CONTRACTS	\$75,696
a. Contract Cleaning	\$36,196
The estimated contract cost to supply contract cleaners to clean the common areas and assist with waste management logistics.	
b. Landscaping & Snow Clearing	\$17,600
Provision to maintain the common area landscaping and to clear snow and ice from the roadways in the winter, including the cost of sand and ice melting salt substitute.	
c. Life Safety & Security System Maintenance	\$4,000
To inspect and maintain the garage life safety systems during the year as required by law and/or as may be required.	
d. Garage Mechanical Equipment Maintenance	\$3,600
To maintain the common area garage equipment according to manufacturers' specifications.	
e. Waste Removal	\$6,800
The estimated cost to remove waste from the community for the year.	
f. Tractor Lease	\$4,000
The estimated lease cost for the tractor required for waste management logistics.	
g. Pest Control	\$1,300
To spray the common area garbage room once per month.	
h. Garage Sweep	\$1,200
The estimated cost to power sweep the underground garage once during the year.	
i. Garage Door Maintenance	\$1,000
Provision to inspect and maintain the Garage Door and allow for any repairs that may be required.	

50 CURZON STREET CONDOMINIUM

NOTES TO THE BUDGET

III. CONTRIBUTION TO THE RESERVE FUND	\$53,938
a. Reserve Fund Provision	\$46,593
<p>The Condominium Act 1998 of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The provision is calculated at 20%, including the cost of the reserve fund study, of the estimated operating expenses. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration.</p>	
b. Reserve Fund Provision for Reserve Fund Study	\$7,345
<p>The Condominium Act of Ontario (Section 94 (4)) requires every condominium corporation to establish a reserve fund based on a study to be conducted in the first year after registration. Section 94(7) allows for the reserve fund study to be expensed from the reserve fund.</p>	

IV. GENERAL NOTES TO THE BUDGET

- a. The total common expenses of this proposed Condominium Corporation, including the provision to the reserve fund is \$323,625 as shown on the Budget Statement.
- b. The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study is \$6,500 plus H.S.T.; the cost of the Performance Audit is \$10,500 plus H.S.T.; the cost of both the turn over and year end financial audits is \$5,175 plus H.S.T.
- c. The cost, type, level and frequency of services is detailed in the notes above.
- d. The monthly common element fee for each unit is shown on the attached schedule to the Budget Statement.
- e. As stated in the notes above, 20% of the operating expenses will be paid into the reserve fund account. The provision is \$53,938.
- f. At the time of preparation of the Budget Statement, March 2017, the Declarant is Insolvent. Pursuant to an application of the senior creditors on May 31, 2016, the Ontario Superior Court of Justice issued an order appointing Alvarez & Marsal Canada Inc. as receiver and manager. The Appointment Order authorizes the Receiver among other things, to prepare this Budget for the Declarant.
- g. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting.
- h. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense.
- i. As at the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$46,593 in the reserve fund account.
- j. As at the date of the foregoing Budget, March 2017, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer.

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NOTES TO THE BUDGET

- k. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
- l. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property, except for purchasing garage remotes and/or keys for example and at rates to be established by the Board of Directors from time to time.
- m. The current estimates for the ground water discharge charges are based on the current rate of \$2.06 per cubic metre charged by the City of Toronto as of January 1, 2017. The City Toronto may impose rate increases from time to time and rate increases are beyond the control of the Condominium and/or Declarant. The overall ground water discharge costs are also based on the overall quantity of groundwater discharge originating from the from the Condominium once it is fully constructed. The Declarant's consultants have undertaken tests to determine the anticipated volume of groundwater discharge. However the rate and volume of ground water discharge may be affected by factors beyond the control of the Condominium such as development in the neighbourhood of the Condominium and/or the amount of annual rainfall and/or snow. In the event that the City of Toronto increases the charges for groundwater discharge and/or if the rate or volume of groundwater discharge is in excess of the estimates of the Declarant based on its testing, then the overall costs for groundwater discharge shall be increased and such increases shall not be deemed to be a material change regardless of the proportionate increase to the overall budget due to the increased charges.
- n. Inflation rate of 7.5% is to be applied per annum (unless otherwise stated) each year after December 31, 2017. Provided however, that due to the significant fluctuation in gas, hydro and water utility rates recently, in respect to which the Declarant has no control, in the event that the relevant utility company/provider obtains relevant government approval for, or in any other way effects a significant annual increase in the utility rates above the assumed inflation rate of 5%, the Declarant reserves the right to revise the first year budget statement to reflect such significant increase in the cost of supplying these utilities from the relevant utility company/provider, and to provide each unit purchaser with a revised copy of the condominium Corporation's first year budget statement. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change to the Disclosure Statement.

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MONTHLY COMMON ELEMENT FEES

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	MONTHLY COMMON ELEMENT FEES BY UNIT
PARKING UNITS	A	66 units	\$49.95 each
BICYCLE STROAGE UNITS	A	33 units	\$14.95 each
STORAGE UNITS	A	2 units	\$19.95 each
GEOHERMAL UNIT	A	1 unit	\$0.00 each
1	1	1	\$484.05
2	1	2	\$470.80
3	1	3	\$470.80
4	1	4	\$470.59
5	1	5	\$470.59
6	1	6	\$470.59
7	1	7	\$470.59
8	1	8	\$470.59
9	1	9	\$486.74
10	1	10	\$487.77
11	1	11	\$470.80
12	1	12	\$470.80
13	1	13	\$470.80
14	1	14	\$470.80
15	1	15	\$470.80
16	1	16	\$469.97
17	1	17	\$470.18
18	1	18	\$469.77
19	1	19	\$483.84
20	1	20	\$384.71
21	1	21	\$378.09
22	1	22	\$378.71
23	1	23	\$385.95
24	1	24	\$407.48
25	1	25	\$390.09
26	1	26	\$376.02
27	1	27	\$362.78
28	1	28	\$408.10
29	1	29	\$398.78
30	1	30	\$385.33
31	1	31	\$434.59
32	1	32	\$426.52
33	1	33	\$424.45
34	1	34	\$437.48
35	1	35	\$367.54
36	1	36	\$358.84
37	1	37	\$365.26
38	1	38	\$373.12
39	1	39	\$367.74
40	1	40	\$359.05
41	1	41	\$354.50
42	1	42	\$376.64
43	1	43	\$366.09
44	1	44	\$357.40
45	1	45	\$363.40
46	1	46	\$376.85
47	1	47	\$366.09
48	1	48	\$364.43
49	1	49	\$435.21
50	1	50	\$425.07
51	1	51	\$434.59
52	1	52	\$442.24
53	1	53	\$434.79
54	1	54	\$425.27
55	1	55	\$444.73
TOTAL			\$26,968.75

THIS DECLARATION (hereinafter called the "**Declaration**") is made and executed pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, C.19, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "**Act**"), by:

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.
(hereinafter called the "**Declarant**")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "**Description**") for registration in accordance with the Act and which lands are sometimes referred to as the "**Lands**" or the "**Property**";
- B. The Declarant has constructed various buildings upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold standard condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE 1
INTRODUCTORY

1.1 Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "**Board**" means the Corporation's board of directors;
- (b) "**Bicycle Storage Units**" means 33 Units on Level A;
- (c) "**By- law(s)**" means the by- law(s) of the Corporation enacted from time to time;
- (d) "**Common Elements**" means all the Property except the Units;
- (e) "**Common Expenses**" has the meaning ascribed thereto in the Act;
- (f) "**Condominium**" or "**Corporation**" means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and the Description;
- (g) "**Declaration**" means this declaration and all amendments thereto and all Schedules referred to herein;
- (h) "**Geothermal Company**" has the mean ascribed to it in Section 4.6(f) herein;
- (i) "**Geothermal Energy Supply Contract**" has the mean ascribed to it in Section 4.6(f) herein;
- (j) "**Geothermal Energy Supply Equipment**" has the mean ascribed to it in Section 4.6(b) herein;
- (k) "**Geothermal Energy Supply Uses**" has the mean ascribed to it in Section 4.6(b) herein;
- (l) "**Geothermal Purchase Price**" has the mean ascribed to it in Section 4.6(e) herein;
- (m) "**Geothermal Unit**" means 1 or more Units on Level A;
- (n) "**Geothermal Unit Mortgage**" has the mean ascribed to it in Section 4.6(e) herein;
- (o) "**Loan**" has the mean ascribed to it in Section 4.6(e) herein;

- (p) “**Owner**” means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- (q) “**Parking Units**” means 66 Units on Level A;
- (r) “**Residential Units**” means Units 1 to 55, inclusive, on Level 1;
- (s) “**Rules**” means the rules passed by the Board in accordance with the provisions of the Act;
- (t) “**Storage Units**” means 2 Units on Level A
- (u) “**Units**” means collectively, as the context may require, any portions of the Condominium which are designated as Units.

1.2 Act Governs the Lands

The Lands described in Schedule “A” annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3 Standard Condominium

The registration of this Declaration and the Description will create a freehold condominium corporation that is a standard condominium corporation.

1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule “B” attached hereto.

1.5 Exclusions/Inclusions of Units

The monuments controlling the extent of the Units are the physical surfaces mentioned in the Boundaries of Units in Schedule ‘C’ attached hereto.

Notwithstanding the boundaries set out in Schedule ‘C’ attached hereto, it is expressly stipulated and declared that:

- (a) Residential Units
 - (i) Each Residential Unit **shall include** their portion of the entire dwelling structure and all materials and construction associated thereto, including, but not limited to, all concrete/concrete block or masonry portions of load bearing walls, foundations or footings, all solely associated with their unit, all floor or roof assemblies and all exterior or interior walls, doors, or windows. Each Residential Unit **shall also include** all interior partition walls including an equal interest in the demising wall separating the Residential Units from each other. Each Residential Unit **shall also include** all pipes, wires, cables, conduits, ducts, mechanical, electrical and similar apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Residential Unit, regardless of whether or not same are located outside the Residential Unit boundaries described in Schedule ‘C’. Each Residential Unit **shall also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Residential Unit, regardless of whether or not same are located outside the Residential Unit boundaries described in Schedule ‘C’.
 - (ii) Each Residential Unit **shall exclude** any load bearing wall, column or floor that provides support to another Unit or the Common Element, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical, electrical and similar apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Residential Unit and provide a service or utility to another Unit(s) or the Common Element.

- (b) **Parking Units, Bicycle Storage Units and Storage Units**
- (i) Each Parking Unit, Bicycle Storage Unit and Storage Unit **shall exclude**, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinklers, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, which provide any service to the Common Elements or Units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included), which may be located within any Parking Unit, Bicycle Storage Unit and/or Storage Unit.
- (c) **Geothermal Room Unit**
- (i) The Geothermal Unit **shall include** all exterior doors, door frames, windows and frames (if applicable), louvers and gratings, all pipes, wires, cables, ducts, shafts and mechanical and electrical apparatus, including but not limited to any make up air units, which provide a service or utility to the Geothermal Unit only, regardless of whether or not same are located outside the Unit boundaries of the Geothermal Unit described in Schedule 'C'. The Geothermal Unit **shall also include** any supply/distribution pipes, wires, cables or conduits lines which extend from the Geothermal Unit throughout the building and property. The Geothermal Unit **shall also include** the geothermal field wells located below the slab and which extend into the soil below the building(s).
- (ii) The Geothermal Unit **shall exclude** any pipe, wire, cable, conduit, duct, shaft, mechanical or electrical apparatus, which provides a service or utility to another Unit or the Common Element. The Geothermal Unit **shall also exclude** any load bearing wall or column that provides support to another Unit or the Common Element, including but not limited to the underground garage walls, floors and ceiling slabs.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall contribute to the Common Expenses in the proportion set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be c/o FirstService Residential, 2645 Skymark Avenue, Suite 101, Mississauga, ON L4W 4H2 or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o FirstService Residential, 2645 Skymark Avenue, Suite 101, Mississauga, ON L4W 4H2.

The Corporation's municipal address is 50 Curzon Street, Toronto, Ontario;

1.8 Approval Authority Requirements

The following are the conditions that have been imposed by the approval authority that are required to be included in this Declaration:

- (i) visitor parking shall form part of the Common Elements and neither be used by or sold to Unit owners or be considered part of the exclusive use portions of the Common Elements.

1.9 Architect/Engineer Certificates

The certificate(s) of the Declarant's architect(s) and/or engineer(s) confirming that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

ARTICLE 2
COMMON EXPENSES

2.1 Specification of Common Expenses

- (a) The Common Expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) Common Expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.
- (b) Hydro/Water:
- (i) The consumption within the Residential Units and Common Elements of (i) electricity (hydro) and (ii) water (collectively, the "**Metered Utilities**") will be separately metered or check metered by one or more third party companies (collectively, the "**Meter Reading Company**"), in order to apportion and bill attributable costs amongst the individual Owners and the Corporation.
- (ii) The Corporation and each Owner has or shall enter into or assume an agreement with the Meter Reading Company (the "**Meter Reading Agreement**"). The Meter Reading Agreement shall state, among other things, and the Owners and Corporation shall comply with the following:
- (1) The Meter Reading Company shall be responsible for operating the utility distribution system in accordance with the terms of the Meter Reading Agreement. In this regard, the Meter Reading Company (and employees, agents, contractors, consultants and other personnel) shall have the right in the nature of an easement to access the Condominium for the purpose of complying with its obligations pursuant to the Meter Reading Agreement, which rights may be reflected in an easement to be registered against title to the Property.
 - (2) Each Owner or occupant of a Residential Unit shall enter into a separate supply and services agreement with the Meter Reading Company on or before taking occupancy of their Residential Unit in accordance with the Meter Reading Company's standard form agreement.
 - (3) Each Owner or occupant of a Residential Unit may be required to pay a security deposit to the Meter Reading Company on or before taking occupancy of their Unit and the Meter Reading Company shall have the right to conduct credit checks on each owner or occupant of a Residential Unit.
 - (4) In the event that an owner or occupant fails to pay any amount owing to the Meter Reading Company when due, the Meter Reading Company shall employ normal collection practices which includes terminating the supply of utilities to the Residential Unit until all amounts owing by such owner or occupant to the Meter Reading Company have been paid in full.
 - (5) The Meter Reading Agreement will provide that if such agreement is terminated pursuant to section 112 of the Condominium Act, 1998 or otherwise, the Meter Reading Company shall be permitted to remove its meters (or any part thereof) from the Condominium and/or recover its capital investment in the utility distribution system and all associated termination, disconnection and removal costs.
- (iii) Each Owner and the Corporation shall receive from the Meter Reading Company and be responsible for, payment of the invoice with respect to the electricity and water consumption for his or her Residential Unit and the Common Elements, respectively. The Owner shall remit payment to the Meter Reading Company for electricity and water consumption, equipment and administrative fees, separate from any other obligations the Owner has with respect to payment of Common Expenses as an Owner within the Condominium.

- (iv) Any monies owing with respect to invoices for electricity and/or water consumption and not paid to the Meter Reading Company by the Owner according to the terms of the invoice, may be paid by the Corporation to the Meter Reading Company, and may thereupon be a debt owed by the Owner of the Residential Unit whose occupants have consumed the electricity and/or water, and shall be collectable by the Corporation as if same were Common Expenses in arrears and for such purposes only shall be considered Common Expenses. Payment to the Corporation and/or the Meter Reading Company shall be made in such manner and with such frequency as determined by the Board of Directors and/or the Meter Reading Company from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity and water consumption at a rate as determined by the Corporation and/or the Meter Reading Company.
- (v) Notwithstanding any other provisions of this Declaration, the Owner and the Corporation authorizes entry to Residential Units and the Common Elements by the Meter Reading Company or its subcontractors from time to time, as deemed necessary by the Meter Reading Company for the purposes of conducting inspection, maintenance, repair and reading of the submeters. Work that is required within a Residential Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours' notice to the Owner of the Residential Unit if access to the Residential Unit is required except in the case of emergency, whereupon no notice is required.
- (vi) The Corporation and/or Meter Reading Company shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any Residential Unit where payments owing for same are in arrears and/or to register a Common Expense lien against the Residential Unit.

2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her proportionate share of the Common Expenses and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by members of his or her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the Common Expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with the provisions of the Act; and
- (b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

**ARTICLE 3
COMMON ELEMENTS**

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the reasonable full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements that:

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- (b) is likely to damage the Property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Unit;
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy;
- (e) may interfere with or impede the ability of the Manager to perform his/her duties;
- (f) would lead to a contravention by the Corporation or by other owners of the applicable zoning by-laws or of any terms or provisions of any agreements with any municipal or other governmental authority and which are registered on title to the Property or which otherwise affect the Property, including but not limited to, any development agreements, condominium agreements, utility agreements, site plan agreements and/or servicing agreements ("**Development Agreements**") or which would require obtaining the consent or approval of any person pursuant to the terms of the Development Agreements;
- (g) will result in the municipality either holding back or drawing upon any letter of credit which has been provided to the municipality as security pursuant to any Development Agreements, or alternatively, will require that the Declarant repair or replace any installation, facility or service within the Condominium.

In the event that the use of the Common Elements by any Owner contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation and the Declarant harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation and/or the Declarant may suffer or incur as a result of said action, contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation and/or the Declarant for any and all costs associated with the increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses, and if due and owing to the Declarant, shall be collected by the Corporation as aforesaid and paid to the Declarant. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any person or other entity pursuant to this Declaration, any By-law and/or the Rules.

Notwithstanding anything to the contrary herein, the Unit Owners and the Board are absolutely prohibited from altering the landscaping, grading and/or drainage patterns established by the Declarant in respect of the Condominium for a period of four (4) years from the date of registration of the Condominium.

3.2 Exclusive Use Common Elements

- (a) Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of the Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).
- (b) Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any other part of the Common Elements or any other Unit.
- (c) Each Owner, upon the reasonable request of the adjacent Residential Unit Owner or occupant, shall provide to such Owner/occupancy or to any of his or her workmen or contractors, access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any such Owner's Unit. The Owner/occupant requesting access shall be responsible for any and all damage which is caused to the exclusive use Common Elements or any Unit.

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for utility, service or mechanical areas, maintenance, storage, garbage or loading areas, the Geothermal Unit, the Declarant's marketing, sales, construction or customer service offices or areas, (except as otherwise set out in this Declaration) or any other parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time; and
- (b) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager.

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with section 98 of the Act. Notwithstanding anything to the contrary, no Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements in contravention of this Declaration.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of owners who own at least sixty-six and two thirds (66 2/3%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

3.5 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium, from time to time;
- (b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and
- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the Common Element areas of this Condominium;

until such time as all of the Units in this Condominium have been transferred by the Declarant.

3.6 Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article 4 of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, save and except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a nuisance or a danger to the residents of the Corporation is permitted to be on or about the Common Elements.

3.7 Visitor Parking.

Seven (7) parking spaces located on Level A shall form part of the common elements and shall be for the use of visitors to the Condominium (the "**Visitor Parking Spaces**"). The Visitor Parking Spaces may not be leased or sold to any Owner or otherwise assigned. The Visitor Parking Spaces shall be maintained by the Corporation and shall be used by visitors to the Property for the parking of their motor vehicles and shall not be used by Owners or for any other purpose whatsoever. There shall be no fee or charge for the use of the Visitor Parking Spaces. The Visitor Parking Spaces shall be designated as visitor parking by means of clearly visible signs. The Declarant, its sales, management and customer service personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the Visitor Parking Spaces until one year after title to all units in the Condominium or in any other condominium project marketed by the Declarant or any of its subsidiaries or affiliates have been sold and transferred by the Declarant or the applicable subsidiary or affiliate. Please refer to the Rules for further restrictions with respect to the Visitor Parking Spaces.

For greater certainty, the Visitor Parking Spaces shall form part of the Common Elements and neither be used by or sold to Unit owners or be considered part of the exclusive use portions of the Common Elements.

ARTICLE 4
UNITS

4.1 General Restrictions

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) No Residential Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-Laws, and/or any agreement authorized by By-Law. If the use made by an Owner of a Residential Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-Law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, or results in the municipality either holding back or drawing upon any letter of credit which has been provided to the municipality as security pursuant to any Development Agreements, or alternatively, will require that the Declarant repair or replace any installation, facility or service within the Condominium, then such Owner shall indemnify and save the Corporation and/or the Declarant harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation and/or the Declarant may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation and/or the Declarant for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation and/or Declarant for all other costs, expenses and liabilities suffered or incurred by the Corporation and/or the Declarant as a result of such Owner's breach of the foregoing provisions of this subparagraph and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses, and if due and owing to the Declarant, shall be collected by the Corporation as aforesaid and paid to the Declarant. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such.
- (b) No exterior aerial antenna or satellite dish shall be placed on the Property, including Residential Units and Common Elements.
- (c) No one shall, by any conduct or activity undertaken in or upon any part of any Residential Unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.

4.2 Residential Units

The occupation and use of the Residential Units shall be in accordance with the following restrictions and stipulations:

- (a) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Residential Units as models for display and sale purposes, and otherwise maintaining construction/services offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or

outside any unsold Unit, until all Units in the Corporation have been conveyed by the Declarant, or its related companies.

- (b) The Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his Unit to comply with the Act, the Declaration, the by-laws, and all agreements authorized by by-law and the rules;
- (c) No animal, livestock, fowl, insect, reptile or pet of any kind shall be kept in any Residential Unit, other than common household pets owned by a resident of a Residential Unit, as would be normal and acceptable as pets (considering type, size and size of the Residential Unit, amongst other things) in any development similar to the development in which the Residential Unit is located, as determined and permitted by the Board in its sole and absolute discretion. In no event shall there be more than two (2) pets in any Residential Unit. Notwithstanding the foregoing, no animal which is deemed by the Board, in its sole and absolute discretion, to be a nuisance shall be kept by any Owner in any Residential Unit and no dogs that will be a danger to residents shall be permitted in any Residential Unit or on the Common Elements. Such Owner shall within the two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Residential Unit and the Common Elements. No breeding of animals, livestock, fowl, insect, reptile or pet of any kind shall be carried on, in or around any Unit or on the Common Elements. For the purpose of this Declaration the term "common household pet" shall mean a dog, domestic cat or caged bird, or any other animal that the Board may designate as a common household pet in its sole and absolute discretion, from time to time.
- (d) No Owner, without consent in writing from the Board, which consent may be unreasonably and arbitrarily withheld, shall install or construct any permanent or semi-permanent form of enclosure of any balcony, terrace or outdoor patio area of his or her Residential Unit;
- (e) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit from a Residential Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Residential Unit), then the Owner of such Residential Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a substantial indemnity basis, which shall be deemed to be additional contributions to common expenses and recoverable as such;
- (f) No change shall be made in the colour, design or style of the exterior of the Residential Unit, including the facade, any exterior glass, window, door or screen of any Residential Unit for a period of four (4) years from the date of registration of the Condominium, and then only with the prior written consent of the Board, which consent may be arbitrarily delayed or withheld. In the event consent is granted, no work shall commence until detailed plans are submitted and approved by the Board. In addition, all work must be undertaken by contractors or trades approved by the Board in advance. In addition, each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the Residential Unit, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the rules. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the Residential Units;
- (g) No portable or window air conditioner shall be placed or installed on the outside of window sills or projections of Units;

- (h) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein for sale or lease;
- (i) No Owner of a Residential Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration to the interior of the Residential Unit which is solely decorative in nature, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board. When requesting such consent, the Owner shall provide to the Board a copy of the plans relating to the proposed change, renovation, alteration or addition and such other information as may be required by the Board. The Board, or its authorized agent, shall review such plans and information, at the Owner's expense, for the purpose of confirming, in its sole and absolute discretion, that the proposed change does not:
 - (i) detract from the use or enjoyment by an Owner or occupant of any other Unit;
 - (ii) negatively impact the aesthetic appearance of the Condominium;
 - (iii) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
 - (iv) obstruct access to any utility easements or public services;
 - (v) encroach on the Common Elements or any other Unit;
 - (vi) obstruct the drainage pattern of the Property, or
 - (vii) offend any provisions of any municipal or zoning by-law or restriction
- (j) No barbecues may be used indoors or outdoors, save and except barbecues are permitted on roof terraces of Residential Units provided that the barbecues only use natural gas (not propane) and the roof terrace for those aforementioned Residential Units has been equipped with a natural gas line with a "quick disconnect" for barbecue use which has been provided by the Declarant.
- (k) The Declarant or its duly authorized agents shall have free access at all reasonable times to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or of any servicing or installations in connection with the Unit or the common elements or any other unit in the Condominium and this right shall be in addition to any rights and easements in favour of the Declarant under the Act. The Declarant shall have a right of entry in its favour for a period up to five (5) years from the date of registration of the Condominium.
- (l) With respect to services or equipment (such as utility meters, fire hydrants, hydro transformers, tap boxes, catchbasins or sanitary sewer manholes) serving the Common Elements or other Units, the Owner(s) shall:
 - (i) refrain from obstructing access to the Unit by the Corporation or its agents, employees or authorized representatives for the purpose of installing, repairing, replacing or maintaining such services or equipment;
 - (ii) in the case of utility meters, at all times maintain the interior of the Units at a temperature which prevents the freezing of or any other damage to such services or equipment; and
 - (iii) refrain from damaging or in any way tampering with any such services or equipment.

4.3 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the Owners to ensure that their vehicles can be properly operated and/or parked in this Condominium. The Owners of Parking Units shall not permit any portion

of any motor vehicle parked within a Parking Unit to protrude beyond the boundaries of the Parking Unit and encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his/ her Parking Unit in a clean and slightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.

- (b) The Declarant, at its option, shall have the right to use and allow its customer service staff, sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until one year following such time as all the Units in this Condominium have been transferred by the Declarant.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units, the Board may, from time to time, designate the said Parking Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the applicable governmental authority and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Subject to the requirements of any applicable governing authority, any or all of the Parking Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant or to the Corporation, or to any Owner of a Residential Unit in the Corporation. Parking Units may be leased to tenants in actual occupation of Residential Units in the Condominium. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

4.4 Bicycle Storage Units

- (a) Each Bicycle Storage Unit shall only be used for the storage of bicycles and other non-hazardous materials that shall not constitute a danger or nuisance to the residents. Each Unit Owner shall maintain his/her Bicycle Storage Unit in a clean and slightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Bicycle Storage Units, which right shall continue until such time as all the Residential Units and Bicycle Storage Units have been conveyed.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Bicycle Storage Units, the Board of Directors may, from time to time, designate the said Bicycle Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Any or all of the Bicycle Storage Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other units, provided however, that any sale, transfer, assignment or other conveyance of any Bicycle Storage Unit shall be made only to the Declarant, to the Corporation, or to any owner of a Residential Unit. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Bicycle Storage Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

4.5 Storage Units

- (a) Each Storage Unit shall only be used for the storage of non-hazardous materials that shall not constitute a danger or nuisance to the residents. Each Unit Owner shall maintain his/her Storage Unit in a clean and slightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Storage Units, which

right shall continue until such time as all the Residential Units and Storage Units have been conveyed.

- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Storage Units, the Board of Directors may, from time to time, designate the said Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Any or all of the Storage Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other units, provided however, that any sale, transfer, assignment or other conveyance of any Storage Unit shall be made only to the Declarant, to the Corporation, or to any owner of a Residential Unit. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Storage Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever

4.6 Geothermal Units

The Geothermal Units shall be used and occupied by the Owner of such Units and/or its agents, tenants, invitees, licensees, representatives and/or contractors, for the purposes of supplying geothermal energy to the Condominium (the "**Geothermal Energy Supply Uses**"). The Owner of the Geothermal Units (together with its agents, tenants, invitees, licensees, representatives and contractors) shall at all times have:

- (a) the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the Common Element areas of the Condominium as may be required in order to obtain full and complete access to the Geothermal Units and/or to any of the Geothermal Energy Supply Equipment (as hereinafter defined);
- (b) the right to install upon or within the Geothermal Units and/or the Common Element areas appurtenant thereto, all such equipment, energy transfer stations, conduits, wires, loops, pipes, meters, switches, heat pumps, controls, valves, and all such other wires, cables, conduits, equipment, installations and/or appurtenances thereto (hereinafter collectively referred to as the "**Geothermal Energy Supply Equipment**") as may be necessary or desirable for the effective use, operation and/or maintenance of the Geothermal Units and the Common Element areas appurtenant thereto; and
- (c) the right to install the Geothermal Energy Supply Equipment through, over, along, upon and in the Common Element areas of the Condominium (and to connect same to any building's electrical and mechanical services) as may be necessary or desirable in order to facilitate the Geothermal Energy Supply Uses, including without limitation, the right to puncture, protrude, suspend, affix, anchor, encroach upon or construct anything within or upon the Geothermal Units and/or the Common Element areas appurtenant thereto, for the purposes of enabling or facilitating the installation and operation of the Geothermal Energy Supply Equipment and/or enhancing the operation and use of Geothermal Units, the Geothermal Energy Supply Equipment and/or the Common Element areas appurtenant to the Geothermal Units.
- (d) Inasmuch as the sump pumps and heat pumps (and all appurtenances thereto), serving the Corporation are located within the Geothermal Units, and form part of the Common Elements of the Corporation, the Corporation or its agents shall be entitled to enter the Geothermal Units at all reasonable times and upon reasonable notice to the Owner of the Geothermal Units, to inspect, maintain, repair, remedy or replace the sump pumps and heat pumps (and all appurtenances thereto).
- (e) At the discretion of the Declarant, the Corporation may be obligated to purchase from the Declarant, all or part of a geothermal heating/cooling system, including the Geothermal Unit(s) at a cost of \$800,000 inclusive of HST ("**Geothermal Purchase Price**").

In order to pay for the Geothermal Unit(s), including all or part of the Geothermal System, the Condominium Corporation will be obligated to either enter into or assume a loan, which may be classified as a green loan, to be arranged by the Declarant with a

lender or finance company chosen by the Declarant in its sole discretion, for the entire Geothermal Purchase Price and possibly land transfer tax, if any (“Loan”).

As of the date of this Disclosure Statement, the Loan has not been arranged, however it is anticipated that the Loan will be on the following terms:

- (1) Term: Five (5) years, commencing on or shortly following registration of the Condominium;
- (2) Interest: It is anticipated that the principal amount from time to time outstanding on the Loan shall bear interest at the rate equal to approximately five (5%) percent over the Government of Canada Bond Yield having approximately a ten (10) year term, calculated on the date being one (1) month prior to the date of the transfer of the Geothermal Unit(s). In the event of any ambiguity or disagreement between the Declarant and the Condominium Corporation related to the interest rate payable on the Loan, the Declarant shall determine the rate of interest payable in its sole, subjective and absolute discretion. In the event that the interest rate available will be based on a fixed rate, it is presently anticipated that the annual rate of interest will be approximately 6.65% -7% per annum;
- (3) Amortization Period: It is anticipated that the Loan will be based on an amortization period of between 20 – 25 years. Purchasers are advised that, at the Declarant’s discretion, the Loan may have a term and amortization period of ten (10) years.
- (4) The Loan will be closed for repayment.

The actual monthly Loan payments cannot be precisely determined at this time, as the prevailing interest rates and amortization period have not been set; however, it is presently anticipated that the monthly Loan payments will be approximately \$6,000/month.

In order to secure the Loan, the Corporation shall deliver security to the provider of the Loan, which shall include, but is not limited to, a general security agreement along with a mortgage (the “**Geothermal Unit Mortgage**”). The Geothermal Unit Mortgage, will be registered against title to the Geothermal Unit and such portions of the Condominium as required by the Declarant and the provider of the Loan. It will be a duty and obligation of the Corporation to execute and deliver all documents required by the Declarant related to the conveyance of the Geothermal Unit(s) and Geothermal System. It will also be a duty and obligation of the Corporation to deliver all documents and security as required by the provider of the Loan, to secure the Loan, including but not limited to the Geothermal Unit Mortgage and a general security agreement.

- (f) At the discretion of the Declarant, the Geothermal Unit(s), including all or part of the Geothermal System, may be conveyed to a third party company (the “**Geothermal Company**”). In such event, the Geothermal Company will enter into an agreement with the Condominium requiring the Geothermal Company to generate and supply heating and cooling to the Condominium at a rate, which is intended to fluctuate based on the rates of other utilities (the “**Geothermal Energy Supply Contract**”). The Geothermal Energy Supply Contract shall provide that the cost of supplying geothermal heating and cooling will be based on the consumption of geothermal energy by either the Condominium as a whole or the individual Residential Unit, as measured by a BTU meter or other check meter connected to the geothermal loops.

4.7 Leasing of Units

Notification of Lease:

- (a) Where an Owner leases his or her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
 - (i) notify the Corporation that the Unit is leased;

- (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by section 40 of Regulation 49/01;
- (iii) provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation ;
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation;
- (d) Any Owner leasing his or her Unit shall not be relieved thereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant.
- (e) No Owner shall be permitted to lease Residential Units in the Condominium for periods of less than six (6) months.
- (f) The term of any lease of a Parking Unit or Bicycle Storage Unit to a tenant of a Residential Unit in this Corporation shall terminate immediately upon the tenant ceasing to reside in the Corporation. In addition, no Owner shall lease his or her Unit(s) unless he or she delivers to the Corporation a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the Common Elements, comply with the Condominium Act, the Declaration, the by-laws of the Condominium, all rules of the Condominium and any agreement(s) authorized by the by-laws of the Condominium, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of Common Expenses unless otherwise provided by the Condominium Act."

ARTICLE 5 MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of the Declaration, each Owner shall repair his or her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his or her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain and repair:
 - (i) any system, appliance or fixture that serves his or her own Residential Unit including all ancillary equipment and devices;
 - (ii) plumbing systems, toilets, bathtubs, sinks, tiles, shower pans, ceiling and exhaust fans and fan motors, and other fixtures;
 - (iii) all pipes, wires, cables, conduits, ducts, meters or similar apparatus used for electricity, cable television, telephone, water, storm and sanitary sewers to the main line tee and which are located within the boundaries of and service only the Unit;
 - (iv) all walls, windows, screens, doors, steps, decks and structural components of the Residential Unit provided that walls and steps on the boundaries between the Residential Units shall be maintained and repaired by the Owners sharing the wall or steps, if applicable;
 - (v) all interior and exterior light fixtures;

- (vi) the roof of the Residential Unit including the roof sheathing membrane, coverings and flashings, eaves troughs and downspouts.
 - (vii) all improvements or additions made to the Residential Unit;
 - (viii) the interior and exterior surface of doors which provide the means of ingress and egress from his or her Residential Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his/her Unit;
 - (ix) as well as clean the interior surface of all windows and window sills in Residential Units. Residential Unit Owners shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit; and
 - (x) his or her Parking Unit and/or Bicycle Storage Unit in a clean and slightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the same. For greater certainty, each Owner of a Parking Unit shall be responsible for repairs and maintenance to the floor surface (including any protective membrane or coating) necessitated by spills or leakage;
- (b) Owners are required to maintain the terraces, roof top decks, patios, balconies, stairs, that form part of the Residential Unit or exclusive use Common Elements appurtenant thereto;
 - (c) The Owners of Residential Units containing fireplaces shall be responsible, at their own expense, for the cleaning, where necessary, of the chimney vents appurtenant to such fireplaces and repair the fireplaces, provided that only persons certified to repair gas fireplaces shall be allowed to perform such services, in the case of a gas fireplace;
 - (d) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his or her Unit only. Such maintenance to include regularly scheduled inspections of all such equipment and the cleaning and replacement of air filters. The Corporation may (upon a majority vote of the owners at a meeting duly called for that purpose) make provision in its annual budget for the maintenance and repair of the individual heating systems, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board; and
 - (e) the exclusive use portions of the Common Elements associated with all Residential Units, (other than structural repairs) to which the Residential Unit has direct access (if such Owner's Residential Unit has been allocated such exclusive use areas), provided such maintenance and repairs shall be performed to a standard acceptable to the Condominium and by a contractor approved by the Condominium. For greater certainty, no Owner shall alter or repair any exclusive use Common Element, nor apply any paint, stucco, varnish, stain or other finishes to any portion thereof, nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Condominium to ensure that a uniform and aesthetically appealing appearance is maintained for the Condominium. The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of the Condominium to maintain an aesthetically appealing and uniform appearance with respect to the Condominium. If an Owner defaults with respect to any of his or her obligations pursuant to this provision, then the Condominium may perform any of these functions and all costs and expenses incurred by the Condominium shall be paid by the defaulting Owner forthwith after written demand and such amount may be added to the monthly contributions towards Common Expenses applicable to such Owner only and shall be recoverable in the same manner as Common Expenses from such Owner (with corresponding lien rights in favour of the Condominium). Each Owner shall be responsible for any damage to the waterproofing, weatherproofing or insulation of any Unit and any exclusive use Common Elements caused by the Owner's negligence or willful misconduct and any resulting damage to any other Unit or the Common Elements of the Condominium. For clarity, the

Condominium reserves the right (but shall not have the obligation) to perform any and all of these maintenance obligations, in its sole and absolute discretion and, in this event, all costs and expenses incurred by the Condominium shall form part of the Common Expenses.

5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner, his or her residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he or she is responsible, or caused by the negligence of wilful misconduct of the Owner, his or her residents, tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3 Repair and Maintenance by Corporation

- (a) The Corporation shall maintain and repair the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, however, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1. The Condominium shall also be required to clear snow from the Common Element sidewalks and driveway.
- (b) Notwithstanding anything provided in this Declaration to the contrary, it is understood and agreed that each Owner shall be responsible for the maintenance of his or her Residential Unit.
- (c) The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said maintenance and repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

**ARTICLE 6
INDEMNIFICATION**

- 6.2 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward Common Expenses payable by such Owner and shall be recoverable as such.

**ARTICLE 7
INSURANCE**

7.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

- (a) "All Risk" Insurance

Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy

and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and building, but excluding improvements made or acquired by an Owner; and
- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, and of the Units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the Common Elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
- (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
- (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) Public Liability Insurance

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

(d) Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act ,
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article 8; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

7.3 By the Owner

- (a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:
 - (i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's unit belongs, by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;

- (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
 - (i) additional living expenses incurred by an Owner if forced to leave his or her residential Unit by one of the hazards protected against under the Corporation's policy;
 - (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

ARTICLE 8 DUTIES OF THE CORPORATION

- 8.2 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties (which are not intended to be exhaustive), namely:
- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the project;
 - (b) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with the Condominium, as more particularly set out in the foregoing provisions of this Declaration;
 - (c) To enter into, assume, abide by and comply with, the terms and provisions of any Development Agreements, including any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Toronto or other governmental authorities relating thereto, if so required by the City of Toronto, other governmental authorities or the Declarant), as well as to enact any By-laws and resolutions necessary to give effect to and authorize same, and to enact any By-laws and resolutions necessary to give effect to and authorize the same;
 - (d) To indemnify and save the Declarant harmless from and against all suits, claims, damages, losses, expenses or otherwise arising or resulting from the Corporation and/or any Unit Owners not complying with the Development Agreements and further agrees not to make any alteration, addition or modification to the Common Elements until such time as the Declarant or any party associated with the Declarant has received a release from the City of Toronto, any applicable governmental authority and all other applicable parties of any securities held by such parties securing any obligations of the Declarant under the Development Agreements;
 - (e) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of the *Professional Engineers Act*, R.S.O. 1990, c. P.28, as amended or replaced, or alternatively a certificate of practice within the meaning of the *Architects Act*, R.S.O. 1990, c. A.26, as amended or replaced) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6th month and the 10th

month following the registration of this Declaration, then the Corporation shall have a duty to:

- (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
- (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this Declaration (and where applicable an amendment to the Declaration and Description adding a phase to this Condominium) and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and Tarion Warranty Corporation pursuant to section 44(9) of the Act;

- (f) To take all reasonable steps to collect from each unit owner his or her proportionate share of the Common Expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of Common Expenses.
- (g) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing;
- (h) To execute forthwith upon the request of the Declarant, all documents necessary to accept the transfer(s) of any easement(s) and to execute all requisite land transfer tax affidavits, etc., as may be required in order to register the aforementioned easements on title;
- (i) To accept and register within ten (10) days of the Declarant's request, a Transfer/Deed of Land for any Units that the Declarant, in its sole discretion wishes to transfer to the Corporation (including but not limited to the Geothermal Unit, Parking Units, Bicycle Storage Units and Storage Units) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant;
- (j) To execute forthwith upon the request of the Declarant following the transfer of title any of the Units contemplated in 8.1(h), possibly including the Geothermal Unit, Parking Units and Bicycle Storage Units, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the such transferred Units.
- (k) If applicable, to enter into or assume and abide by any documentation/agreements that may reasonably be required by the Declarant or the provider of the Loan to secure the Loan and to register the Geothermal Unit Mortgage on title to the Geothermal Unit, including without limitation a loan agreement, a general security agreement and any other security relating thereto;

- (l) If applicable, to enact any By-laws and resolutions necessary to give effect to and authorize the borrowing of the Loan, the execution and delivery by the Corporation of the Loan agreement and security documents and security interests, including the Geothermal Unit Mortgage and a general security agreement.
- (n) If applicable, to enter into or assume and abide by the Geothermal Energy Supply Contract as well as any documentation related thereto or associated therewith that may reasonably be required by the Declarant to ratify and assume the Geothermal Energy Supply Contract and such other agreements/documents related thereto or associated therewith, if required by the Declarant.
- (o) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration;

**ARTICLE 9
GENERAL MATTERS AND ADMINISTRATION**

9.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists ;
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (d) The Corporation shall retain a master key to all locks controlling entry into each Residential Unit. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Residential Unit (nor on any doors within said Residential Unit), nor with respect to any door(s) leading to any part of the exclusive use Common Element areas appurtenant to such owner's Residential Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

9.2 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

9.3 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

9.4 Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

9.5 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officer duly authorized in that behalf.

DATED at Toronto, this ____ day of _____, 201__.

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC., by
ALVAREZ & MARSAL CANADA INC. solely in its capacity as the
Court appointed receiver and manager and construction lien trustee
of all of the assets, undertaking and properties of URBANCORP
(LESLIEVILLE) DEVELOPMENTS INC. without personal or
corporate liability**

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

SCHEDULE "A"

In the City of Toronto, in the Geographic Township of York and Province of Ontario, being composed of Part of Lot 11, in Concession 1, From the Bay, designated as PARTS 1, 6 and 9, Plan 66R-_____, hereinafter referred to as the "Condominium Lands".

SUBJECT TO an easement in favour of Rogers Communications Inc., over the "Condominium Lands", for the purposes as set out in Instrument AT2958528.

SUBJECT TO an easement in favour of Bell Canada, over the "Condominium Lands", for the purposes as set out in Instrument AT3708202.

SUBJECT TO an easement in favour of Enbridge Gas Distribution Inc., over the "Condominium Lands", for the purposes as set out in Instrument AT3728135.

Being Part of P.I.N. 21051-0408 (LT) (Absolute).

NOTE:

The final boundaries of the Condominium shall be defined precisely on a Reference Plan of Survey deposited in the Land Titles Division of the Land Registry Office prior to Condominium Registration. The declarant shall at its own discretion, determine the final Condominium boundaries as well as enter into agreements and accept and transfer appurtenant and servient easements to provide for access and to facilitate the servicing of this Condominium and the adjacent lands.

SCHEDULE "B"**CONSENT**(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. I(We) _____ have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number _____ in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66).
2. I(We) consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. I(We) postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. I am (We are) entitled by law to grant this consent and postponement.

DATED this _____ day of _____, 201__.

Per: _____
 Name:
 Title:

Per: _____
 Name:
 Title:

I/We have the authority to bind the Corporation.

SCHEDULE "C"

Each Residential Unit, Parking Unit, Bicycle Storage Unit, Storage Unit and Geothermal Room Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to ___ inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to ___ inclusive of the Description and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each Unit are as follows:

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 55 inclusive on Level 1).

- a) Each Residential Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production, located in the lower most storey of the unit.
 - ii) the upper surface and plane of the unfinished wood sub-floor and production on floors separating one Unit from the Common Elements, located on the first storey of the unit.
 - iii) the upper surface and plane of any portion of the roof, roof projections and roof membranes, located above the upper most storey of the unit.
 - iv) the horizontal plane established by measurement.
- b) Each Residential Unit is bounded horizontally by:
 - i) the plane established by the centre line of demising wall separating one unit from another unit and its production.
 - ii) the exterior side surface and plane of all exterior walls or walls separating a Unit from the Common Elements.
 - iii) the exterior side surface and plane of all exterior doors and door frames, windows and window frames, the said doors and windows being in a closed position and the exterior side surface of the glass panels contained therein.

2. **BOUNDARIES OF THE PARKING UNITS**

(being 66 Units on Level A).

- a) Each Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete garage floor slab and production.
 - ii) the plane 2.00 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.
- b) Each Parking Unit is bounded horizontally by one or a combination of the following:
 - i) the vertical plane established by measurement.
 - ii) the vertical plane defined by the line and face of the concrete columns and the production thereof.
 - iii) the vertical plane defined by the centre-line of columns and the production thereof.

C-2

- iv) the unit side surface of the concrete or concrete block masonry walls and the production thereof.
- v) the vertical plane established perpendicular to the concrete wall, located at the rear of the Unit and passing through to the centreline of the concrete column and production.
- vi) the vertical plane established by measurement and perpendicular to the concrete wall located at the rear of the Unit.

3. **BOUNDARIES OF THE BICYCLE STORAGE UNITS**

(being 33 Units on Level A).

- a) Each Bicycle Storage Unit is bounded vertically by one or a combination of the following:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the steel wire mesh and frame and production.
 - iii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Bicycle Storage Unit is bounded horizontally by one of a combination of the following:
 - i) the backside surface and plane of the drywall sheathing and production on walls separating the unit from the common element, where applicable.
 - ii) the unit side surface of the concrete or concrete block walls and production on walls or columns separating the unit from the common element.
 - iii) the unit side surface and plane of the steel wire mesh and frame separating one Unit from another such Unit or the common element.
 - iv) the unit side surface and plane of the steel wire mesh door and frame, said door being in a closed position.

4. **BOUNDARIES OF THE STORAGE UNITS**

(being 2 Units on Level A).

- a) Each Storage Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Storage Unit is bounded horizontally by one of a combination of the following:
 - i) the backside surface and plane of the drywall sheathing and production on walls separating the unit from the common element, where applicable.
 - ii) the unit side surface of the concrete or concrete block walls and production on walls or columns separating the unit from the common element.
 - iii) the unit side surface and plane of the exterior door and door frame, said door being in a closed position and the exterior surface of any glass panels contained therein.

5. **BOUNDARIES OF THE GEOTHERMAL ROOM UNIT**

(being a Unit on Level A).

- a) The Geothermal Room Unit is bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and its production.
 - ii) the lower surface and plane of the concrete ceiling slab and its production.
- b) The Geothermal Room Unit is bounded horizontally by one or a combination of the following:
- i) the backside surface and plane of the drywall sheathing and production, where applicable.
 - ii) the unit side surface and plane of the concrete or concrete block walls and production.
 - iii) the exterior surface and plane of the exterior door and door frame, said door being in a closed position and the exterior surface of any glass panels contained therein.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to ___ inclusive of the Description.

Dated

Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

NOTE:

The declarant reserves the right to change the number of Units. The unit boundary definitions for the Units may change to reflect the "as-built" conditions at the time of registration.

SCHEDULE D

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MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNITS	A	66 units	12.45187	12.45187
BICYCLE STORAGE UNITS	A	33 units	1.86342	1.86342
STORAGE UNITS	A	2 units	0.15071	0.15071
GEOTHERMAL UNIT	A	1 unit	0.00001	0.00001
1	1	1	1.78931	1.78931
2	1	2	1.74035	1.74035
3	1	3	1.74035	1.74035
4	1	4	1.73958	1.73958
5	1	5	1.73958	1.73958
6	1	6	1.73958	1.73958
7	1	7	1.73958	1.73958
8	1	8	1.73958	1.73958
9	1	9	1.79925	1.79925
10	1	10	1.80308	1.80308
11	1	11	1.74035	1.74035
12	1	12	1.74035	1.74035
13	1	13	1.74035	1.74035
14	1	14	1.74035	1.74035
15	1	15	1.74035	1.74035
16	1	16	1.73729	1.73729
17	1	17	1.73805	1.73805
18	1	18	1.73652	1.73652
19	1	19	1.78854	1.78854
20	1	20	1.42211	1.42211
21	1	21	1.39763	1.39763
22	1	22	1.39993	1.39993
23	1	23	1.42670	1.42670
24	1	24	1.50626	1.50626
25	1	25	1.44200	1.44200
26	1	26	1.38998	1.38998
27	1	27	1.34102	1.34102
28	1	28	1.50856	1.50856
29	1	29	1.47413	1.47413
30	1	30	1.42441	1.42441
31	1	31	1.60647	1.60647
32	1	32	1.57664	1.57664
33	1	33	1.56899	1.56899
34	1	34	1.61718	1.61718
35	1	35	1.35862	1.35862
36	1	36	1.32649	1.32649
37	1	37	1.35020	1.35020
38	1	38	1.37927	1.37927
39	1	39	1.35938	1.35938
40	1	40	1.32725	1.32725
41	1	41	1.31042	1.31042
42	1	42	1.39228	1.39228
43	1	43	1.35326	1.35326
44	1	44	1.32113	1.32113
45	1	45	1.34332	1.34332
46	1	46	1.39304	1.39304
47	1	47	1.35326	1.35326
48	1	48	1.34714	1.34714
49	1	49	1.60877	1.60877
50	1	50	1.57128	1.57128
51	1	51	1.60647	1.60647
52	1	52	1.63478	1.63478
53	1	53	1.60724	1.60724

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
54	1	54	1.57205	1.57205
55	1	55	1.64396	1.64396
TOTALS			100.00000	100.00000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums and the necessary appraisals;
 - (ii) water and electricity respecting Common Elements and Units unless the Units are separately metered or check metered and in such case each Owner shall pay the cost of the utility in accordance with the meter(s) that service their particular Unit;
 - (iii) maintenance materials, tools and supplies;
 - (iv) snow removal and landscaping;
 - (v) fuel, including gas, oil and hydro electricity unless metered separately, or check metered, for each Unit;
 - (vi) waste and garbage disposal and/or collection;
 - (vii) any contract with a supplier of geothermal heating and cooling with respect to the supply of geothermal heating and cooling to the Corporation;
 - (viii) expenses incurred with respect to the obligations of the Corporation, if any, set out in the Declaration;
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums of money paid or payable by the Corporation pursuant to any contract, lease and/or loan agreement (including without limitation any green loan/lease)
- (k) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F"

Subject to the provisions of the Declaration, the By-laws and Rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas appurtenant thereto:

- a) the Owner(s) of each of the Residential Units 1 to 19 inclusive on Level 1, shall have the exclusive use of a rear yard including a deck to which each of the said Units provide direct access.
- b) the Owner(s) of each of the Residential Units 1 to 55 inclusive on Level 1, shall have the exclusive use of a front area including but not limited to any porches, walkways and landings to which each of the said Units provide direct access.

SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)**

(under clause 8(1)(e) of the *Condominium Act, 1998*)

I certify that:

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998* with respect to the following matters:

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.

OR

- There are no underground garages.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- There are no elevating devices as defined in the *Elevating Devices Act* except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.

OR

- There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- There are no indoor or outdoor swimming pools.
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this _____ day of _____, 201____.

Name:
Title: Architect or Engineer

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under Subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. _____ (known as the "**Corporation**") certifies that:

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

DATED this ____ day of _____, 201____.

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. _____**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Corporation.

SCHEDULE "A"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

BY-LAW NO. ONE

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. (hereinafter referred to as the "**Corporation**") as follows:

ARTICLE I - DEFINITIONS

- 1.1 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein which are defined in the *Condominium Act, 1998, S.O. 1998, C.19* as amended and the regulations made thereunder (hereinafter referred to as the "**Act**") and in the declaration of the Corporation (hereinafter referred to as the "**Declaration**") shall have ascribed to them the meanings set out in the Act or the Declaration, unless the context requires otherwise.

ARTICLE II - SEAL

- 2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal.

ARTICLE III - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "**Records**"):
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
 - (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
 - (c) a copy of the registered Declaration, registered by-laws and current rules;
 - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
 - (e) the seal of the Corporation;
 - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
 - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
 - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
 - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 47(1) of the Act;
 - (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
 - (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
 - (l) all records that the Corporation has related to the units or to employees of the Corporation;

- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written technical audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].

ARTICLE IV - THE CORPORATION

4.1. Duties of the Corporation

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

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) the obtaining and maintaining of insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of payment of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board may deem reasonable;
- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of any of such directors or officers incurred as a result of a contravention of any of the duties imposed upon him or her pursuant to the Act;
- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) the establishing and maintaining of adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

4.2. Powers of the Corporation

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

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
 - (i) a management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the board may determine in its sole discretion;
 - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the board may determine in its sole discretion;

- (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion; and
- (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners;
- (g) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;

ARTICLE V - MEETINGS OF OWNERS

5.1 Annual Meeting:

The annual meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the board may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws of the Corporation, electing directors, appointing the auditor and fixing or authorizing the board to fix the auditor's remuneration, and for the transaction of such other business as may be set out in the notice of meeting.

5.2 The First Annual General Meeting:

Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

5.3 Special Meetings:

The board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists

so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45)

days of the day on which the meeting is called. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.4 Notices:

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with subsection 47(5) and 70(2) of the Act. The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

5.5 Reports:

A copy of the financial statement and a copy of the auditors report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

5.6 Persons Entitled to Be Present:

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

5.8 Right to Vote:

Subject to the restrictions in paragraphs 5.11 and 5.13 of this Article V, every owner of a unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as the chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or

demand and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.

5.10 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.11 of this Article V shall apply.

5.11 Co-Owners:

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners of the unit shall decide how the vote is exercised.

5.12 Votes to Govern:

At all meetings of owners every question shall, unless otherwise required by the Act, Declaration or By-laws be decided by a majority of the votes duly cast on the question.

5.13 Entitlement to Vote:

Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion, an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

5.14 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, 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 power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing, and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary prior to the start of the meeting.

5.15 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Owners, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chair of the meeting.

ARTICLE VI - BOARD OF DIRECTORS

6.1 **The Corporation:**

The affairs of the Corporation shall be managed by a board of directors.

6.2 **Number of Directors and Quorum:**

The number of directors shall be three (3) of whom two (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.

6.3 **Qualifications:**

Each director shall be 18 or more years of age and need not be an owner of a unit in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.

6.4 **Consent:** No election or appointment of a person as a director shall be effective unless:

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.

6.5 **Election and Term:**

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (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 or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
- (b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

6.6 **Filling of Vacancies and Removal of Directors:**

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.

(c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.

(d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

6.7 Calling of Meetings:

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 or any two directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director addressed to him at his latest address, entered on the Record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held 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 or otherwise signified in writing their consent to the holding of such meeting.

6.8 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 given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

6.9 Teleconference:

A meeting of the board may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed [for the purposes of subsection 35(5) of the Act and this by-law] to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.

6.10 First Meeting of New Board:

The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the appointment of the directors of the first board provided a quorum of directors be present.

6.11 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.12 Protection of Directors and Officers:

No director or officer of the Corporation 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 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 whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

6.13 Indemnity of Directors and Officers:

Every director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and
- b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

excluding however all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "**Liabilities**"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

- i) no director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he or she sustains or incurs arising from any action, suit or other proceeding in which such director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;
- ii) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities, costs, charges and expenses in connection therewith) forthwith after the director or officer receives notice thereof or otherwise becomes aware of same; and
- iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

6.14 Insurance:

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the board may from time to time determine.

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

6.16 Consent of Director at Meeting: A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:

- a) requests that his or her dissent is entered in the minutes of the meeting; or
- b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

6.17 Deemed Consent of a Director: A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

- a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
- b) delivers a written dissent to the Corporation, personally or by registered mail.

6.18 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;

- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

ARTICLE VII - OFFICERS

7.1 Elected President:

At the first meeting of the board, after each election of directors and whenever a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the board) shall hold office.

7.2 Other Elections and Appointments:

The board shall appoint or elect a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.

7.3 Term of Office:

The board may by resolution remove at its pleasure any officer of the Corporation.

7.4 President:

The President, shall, when present unless he/she has delegated the responsibility, 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.

7.5 Vice-President:

During the absence of the President his/her duties may be performed and his/her 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. 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.

7.6 General Manager:

The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the President, of the Corporation's business and affairs, and 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. The terms of employment and remuneration of the General Manager appointed by the board shall be settled from time to time by the board.

7.7 Secretary:

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

7.8 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 shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he/she shall render to the board whenever required of him/her an account of all his/her 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.

7.9 Other Officers:

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. 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.

7.10 Agents and Attorneys:

The board shall 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 may be thought fit.

7.11 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

8.1 Arrangements:

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate or appoint 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 thereto; 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.

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. 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. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or

persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

8.3 No Seal

Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on

the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.

8.4 Execution of Status Certificates:

Status certificates 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 by whom, such certificates may or shall be signed from time to time.

ARTICLE IX - FINANCIAL YEAR END

9.1 Financial Year End:

The financial year end of the Corporation shall end on the last day of the month preceding the month in which the declaration and description creating the Corporation were registered, in each year, or on such other day as the board by resolution may determine.

ARTICLE X - NOTICE

10.1 Method of Giving Notices

Except as otherwise specifically provided in the Act, the Declaration, this by-law, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given, served or delivered shall be sufficiently given or served if given in accordance with the following provisions:

- a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
 - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or
 - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:
 - (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
 - (B) the address for service that appears in the Records is not the address of the unit of the owner.
- b) to a mortgagee [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
 - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner).
- c) to the Corporation by giving same personally to any director or officer of the Corporation, or by courier or by registered 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;

10.2 Receipt of Notice

If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day

on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication, as the case may be.

10.3 Omissions and Errors

Except as may otherwise be provided in accordance with 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

11.1 Duties of the Board:

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The board shall from time to time, and at least 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, which shall include provision for a reserve fund as required by the Act. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

11.2 Owner's Obligations:

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of pre-authorized payment plan, until such time as a new assessment has been provided to such owner.

11.3 Extraordinary Expenditures:

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds, may be assessed at any time during the year by the board serving notice of such assessment on all owners, as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each owner within ten (10) days after the delivery thereof to him, or within such further period of time or in such instalments as the board may determine.

11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of fifteen (15) days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.
- (c) The board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him/her.

ARTICLE XII - LIABILITY FOR COSTS

12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs:

The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the board of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

12.2 Additional Rights of Corporation:

The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the board of directors, shall give the board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

12.3 Insurance Deductible:

Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES

13.1 Mediation Procedures

For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

ARTICLE XIV - MISCELLANEOUS

14.1 Invalidity:

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

14.2 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 plural wherever the context so requires, and vice versa.

14.3 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.

14.4 Headings:

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

14.5 Alterations:

This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

14.6 Conflicts:

In the case of a conflict between the provisions of the Act and any provision in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

DATED at _____, this _____ day of _____, 201__.

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. _____**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Corporation.

APPENDIX "A" TO BY-LAW #1

ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

If one of the parties to the question or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within 5 business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and arbitration procedures set forth below.

If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiation, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute to mediation.

ARTICLE 2 - MEDIATION

Within 30 days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the *Condominium Act, 1998*.

Selection and Role of the Mediator:

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the appointment of a mediator shall be conducted by any one of the founding members or by the executive director of the Condominium Dispute Resolution Centre (the "CDRC") whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

The mediator selected by the parties or, failing their agreement, appointed by the CDRC, shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.

Party Confidentiality:

The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

Pre-mediation information:

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

Authority to Settle:

The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.

Mediator Confidentiality:

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by judicial authority or where required to do so by law.

Legal Representation:

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the meditation.

Right to Withdraw:

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.

Costs of the Mediation:

In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

Notice and Report:

In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitration Act, 1991* and in the manner set forth below.

Settlement:

In accordance with Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. _____ (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 2, attached as a schedule 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 _____ day of _____, 201____.

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. _____**

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.**BY-LAW NUMBER 2**

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

1. That the Corporation enter into an agreement with Urbancorp (Leslieville) Developments Inc. by Alvarez & Marsal Canada Inc. solely in its capacity as the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc. without personal or corporate liability ("**Declarant**") generally or substantially in the form of agreement annexed hereto as Schedule "1" (hereinafter referred to as the "**Limited Recourse and Indemnity Agreement**"), for the purposes, amongst other things
 - a) covenanting with the Declarant that the Corporation's remedies as against the Declarant and any party that may seek indemnity and contribution from the Declarant, for design and construction deficiencies and/or incomplete work with respect to the units and common elements shall be limited to the relief, protocols and procedures as set out in the *Ontario New Homes Warranties Plan Act, R.S.O., 1990 as amended*, the *Condominium Act, 1998 Ch 19, S.O. 1998 as amended*, and/or its regulations ("**Permitted Claims**") as administered by the Tarion Warranty Corporation;
 - b) the Corporation and Declarant shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of the Permitted Claims and all such related matters;
 - c) indemnifying the Declarant from and against all actions, suits, claims, damages, expenses and/or liabilities arising from any breach by the Corporation of its covenant; and,
 - d) releasing Alvarez & Marsal Canada Inc. the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc. from any and all claims whatsoever, including but not limited to any claims whatsoever related to the design and/or construction deficiencies and/or any incomplete work with respect to the units and common elements of the condominium.
2. That the Corporation be and it is hereby authorized to execute the Limited Recourse and Indemnity Agreement and any further documents or assurances as may be required from time to time by Ontario and that all terms, provisions and conditions set out in the Limited Recourse and Indemnity Agreement (including without limitation, all covenants and agreements by or on behalf of the Corporation therein set out), are hereby authorized, ratified, sanctioned and confirmed.
3. That the President and/or Secretary and/or Director of the Corporation be and he/she is hereby authorized to execute, on behalf of the Corporation, the Limited Recourse and Indemnity Agreement, and amendments thereto as the Board of Directors shall approve, together with all other documents and instruments which are ancillary thereto, including without limitation, all instruments, applications and/or affidavits which may be required in order to register the Limited Recourse and Indemnity Agreement on title to the condominium property. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed; and
4. That all terms, provisions and conditions set out in the Limited Recourse and Indemnity Agreement (including without limitation, all covenants and agreements by or on behalf of the Corporation therein set out), are hereby authorized, ratified, sanctioned and confirmed.

Toronto Standard Condominium Corporation No. ____ hereby enacts the foregoing by-law, having been duly approved by all of the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 percent of the units in the Corporation, pursuant to the provisions of The Condominium Act 1998, Chapter 19, Statutes of Ontario, 1998, and any amendments thereto.

Dated this _____ day of _____, 201____.

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. _____**

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation.

SCHEDULE "1"
LIMITED RECOURSE AND INDEMNITY AGREEMENT

THIS AGREEMENT made this _____ day of _____, 201__.

B E T W E E N:

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
by Alvarez & Marsal Canada Inc. solely in its capacity as the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc. without personal or corporate liability

(hereinafter called "Declarant")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Corporation is authorized and has agreed to enter into an agreement with the Declarant limiting its legal rights and rights of recourse as against the Declarant and all parties that may seek indemnity and relief from the Declarant to the relief, protocols and procedures as set out in the Ontario New Homes Warranties Plan Act, R.S.O., 1990 as amended and/or its regulations ("**Permitted Claims**") as administered by the Tarion Warranty Corporation;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the sum 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 all parties hereto).

- I. The effective date of this agreement notwithstanding its authorization and execution shall be deemed to be the date of registration of the Corporation.
2. The Corporation covenants and agree that its rights of action and/or claim and/or damages of any nature against the Declarant or any party whom may seek contribution or indemnity from the Declarant, for construction and design deficiency claims and/or incomplete work with respect to the units and common elements of the Corporation ("**Deficiency Claims**") shall be limited to those rights, remedies and avenues of recourse specifically granted to the Corporation pursuant to the Condominium Act, 1998 Ch. 19 S.O. 1998 as amended (the "**Act**") and/or the Ontario New Home Warranties Plan Act R.S.O., 1990 as amended (the "**Plan Act**") and/or its/their regulations (collectively referred to as "**Permitted Claims**").
3. The Corporation's only recourse and remedy against the Declarant for a final and binding resolution in respect of any Permitted Claims and/or Deficiency Claims for any outstanding, incomplete or deficient construction items and any other related matters relating to the units and common elements of the Condominium shall be through the process established and administered under the Tarion Warranty Corporation pursuant to the Plan Act.
4. The Corporation and the Declarant, hereby appoint and constitute Tarion Warranty Corporation and/or its successors as the sole and final arbiter of all Deficiency Claims.
5. The Corporation on its behalf and on behalf of all unit owners does hereby release Alvarez & Marsal Canada Inc. the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc. from any and all claims whatsoever that the Corporation and/or any unit owner may have with respect to the units and common elements, including but not limited to any claims whatsoever related to the design and/or construction deficiencies and/or any incomplete work with respect to the units and common elements of the condominium.

- 6. The Corporation agrees to indemnify and save the Declarant and Alvarez & Marsal Canada Inc. harmless from all losses, liabilities, costs expenses, actions, causes of actions, suits claims, demands for damages or loss which are brought by the Corporation or any unit owner in contravention of this Agreement.
- 7. This Agreement shall neither be terminated nor terminable by the Corporation following the meeting held in accordance with Section 43 of the Act.
- 8. This agreement shall enure to the benefit of and shall bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, duly attested to by their respective proper signing officers.

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
by Alvarez & Marsal Canada Inc. solely in its capacity as the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc. without personal or corporate liability.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation.

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. _____**

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation.

**LESLIEVILLE
RULES**

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RULES

The following Rules made pursuant to the *Condominium Act, 1998, S.O. 1998, C.19* shall be observed by all owners (collectively, the “**Owners**” and any other person(s) occupying the Unit with the Owner’s approval, including, without limitation, members of the Owner’s family, his tenants, guests and invitees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the “**Corporation**”) against such Owner in the same manner as common expenses.

1. GENERAL

- (a) Use of the Common Elements and Units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of other Units;
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Unit owners and occupants, their families, guests, visitors, servants or agents;

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise shall be permitted to be transmitted from one Unit to another in a manner that unreasonably disturbs the other Unit’s occupants. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor’s fees).
- (c) No auction sales, private showing or public events shall be allowed in the any Unit or the Common Elements;
- (d) Firecrackers or other fireworks are not permitted in any Unit or on the Common Elements;

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- (e) Any repairs to the Units or Common Elements shall be made only during reasonable hours.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff;
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (c) No visitor may use or have access to the Common Elements and facilities unless accompanied by an owner or occupant.
- (d) Building access doors shall not be left unlocked or wedged open for any reason.
- (e) No owner or occupant shall place or cause to be placed on the access doors to any Unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (f) Owners shall supply to the Board the names of all residents and tenants of all Residential Units and the license number of all motor vehicles that are parked in Parking Units.

4. SAFETY

- (a) No storage of any hazardous or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements;
- (b) Subject to the terms of the Declaration, no propane or natural gas tank shall be kept in the Units or exclusive use Common Elements;
- (c) Owners and occupants shall not overload existing electrical circuits;
- (d) Water shall not be left running unless in actual use;
- (e) Nothing shall be thrown out of the windows or the doors of the Units;
- (f) No owner or occupant shall do, or permit anything to be done in his Unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (g) Smoking is prohibited in all Common Elements areas.

5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the property, if any;
- (b) Subject to the terms of the Declaration, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or Common Elements, whatsoever;
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows, balconies or terraces without the prior written consent of the Board.
- (d) No equipment shall be removed from the Common Elements by, or on behalf of, any owner or occupant of a Unit;
- (e) No outside painting shall be done to the exterior of the Units, railings, doors, windows, or any other part of the Common Elements;
- (f) The walkways which are part of the Common Elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from a Unit or some other part of the Common Elements;
- (g) Any physical damage to the Common Elements caused by an owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant;
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the Common Elements over which the Owner has exclusive use;
- (i) No building or structure or tent shall be erected, placed, located, kept or maintained on the Common Elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the Common Elements;
- (j) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.
- (k) Notwithstanding anything to the contrary herein, the Unit Owners and the Board are absolutely prohibited from altering the landscaping, grading and/or drainage patterns established by the Declarant in respect of the Condominium for a period of four (4) years from the date of registration of the Condominium.

6. RESIDENTIAL UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it;
- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his Unit without the prior consent of the Board;
- (c) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his Unit;
- (d) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any Unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed;
- (e) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.

7. GARBAGE DISPOSAL

No Owner shall place, leave or permit to be placed or left in or upon the Common Elements (including those of which he/she has the exclusive use) any debris, refuse, garbage or recyclables, save and except for in such areas that have been designated for the storage and/or placement of garbage and/or recycling materials and only on such days designated, from time to time, by the municipality, the Board or the Manager as garbage or recycling pick-up days. Such debris, refuse, garbage or recyclables shall be contained with municipally approved containers, only. Where such debris, refuse, garbage or recyclables consists of large items, crates or cartons, the Owner shall arrange with the Manager or supervisor for disposal thereof and such crates or cartons shall not, in any event, be left outside the Unit.

8. TENANCY OCCUPATION

- (a) No Unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the Unit, the owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with

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Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself;

- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and fails to comply with Section 83 of the Act, any person or persons intending to reside in the owner's Unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the within rules and with the Act.
- (c) Within seven (7) days of ceasing to rent his Unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the Unit, as the case may be), the owner shall notify the Corporation in writing that the Unit is no longer rented;
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation;
- (e) All owners shall be responsible for any damage or additional maintenance to the Common Elements caused by their tenants and will be assessed and charged therefor;
- (f) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the Common Elements;
- (g) The owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

9. PARKING

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked in the Condominium shall exceed a height of 1.85 metres.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
 - (i) fire routes, if any; and
 - (ii) traffic lanes.
- (c) No servicing or repairs shall be made to any vehicle of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway, parking space or Parking Unit.

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- (d) No motor vehicle of any kind shall be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space/Parking Units but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit.
- (f) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed.
- (g) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon twenty-four (24) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the vehicle as required and directed by the Manager, in default of which the vehicle shall be removed from the property at the expense of the Owner. If a vehicle is left standing in a parking space, Parking Unit or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (h) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated in a manner so as not to disturb the other Owners. Bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No bicycles are permitted to be operated on sidewalks.
- (i) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (j) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.
- (k) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (l) No Parking Units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motor cycle.

10. BICYCLE STORAGE UNITS

- (a) All stored articles must be placed within individual Bicycle Storage Unit and no storage is permitted on top of or outside of the Bicycle Storage Unit so as to conflict with fire regulations.
- (b) No stores of coal, propane or natural gas tank or any combustible materials or offensive goods, provisions or materials or any food stuffs shall be stored in any Bicycle Storage Unit.
- (c) Bicycle Storage Units shall not be used as workshop areas or for any purpose other than for storage.

11. REAR YARD, FRONT AREA, BALCONIES, ROOF TERRACES AND EXCLUSIVE USE AREAS

- (a) No hanging or drying of clothes is allowed on any balcony, roof terrace, or any rear yard, front area, or other exclusive use area.
- (b) Balconies, roof terraces, or any rear yards, front areas or other exclusive use areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on balconies or roof terraces, and in no other places. All such items shall be safely secured in order to prevent such items from being blown off the balcony or roof terrace by high winds.
- (d) No owner, occupant or tenant shall do or permit anything to be done on a balcony, roof terrace, or any rear yard, front area, or other exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the Units and/or Common Elements by other owners, occupants or tenants.
- (e) No awnings or shades shall be erected over or outside of balconies, roof terraces, or any rear yards, front areas and other and exclusive use areas.

12. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

"No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any Unit (including an "exclusive use" common element area) that may or will affect the Common Elements or common building services unless such persons or firms are:

- (a) employed directly by the Condominium Corporation; or
- (b) employed by a Unit owner in circumstances where the intended performance of work and/or services in or about a Unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written

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direction; and the Owner of the Unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the Unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the Unit owner's contractor, trade or service personnel including any resulting damage to the Common Elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the Unit owner in the same manner as common expenses.

SCHEDULE 1

Tenant Information Form

Toronto Standard Condominium Corporation No. *

Unit _____, Level _____

Municipal Address: _____

Landlord's Name: _____

Landlord's Permanent Address: _____

Telephone: _____

Term of Lease: _____ years

Commencement Date: _____

Attach a copy of the application/offer to lease and the lease itself.

Tenant's Full Name: _____

Social Insurance Number: _____

Driver's License Number: _____

Vehicle Plate Number: _____

Number of Occupants: Adults _____, Children _____, Total _____

Adults Full Names: _____

Children's Full Names: _____ Age _____

_____ Age _____

Tenant's Present Address: _____

Telephone: _____

Employer: _____

Business Address: _____

Business Telephone Number: _____

Name of Nearest Relative: _____

Nearest Relative's Address: _____

Telephone: _____

DATED at _____ this _____ day of _____, 20__.

Tenant's Signature_____
Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgment

Toronto Standard Condominium Corporation No. *

I/WE, _____, the undersigned, as tenant(s) of Unit _____, Level _____, (the "Unit"), according to Toronto Standard Condominium Plan No. * do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/We shall comply with the provisions of the *Condominium Act, 1998* and the Regulations made thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said Toronto Standard Condominium Corporation No. _____ (the "Corporation").

I/We acknowledge that I am /we are subject to the provisions contained in the said Act, Declaration, By- Laws and Rules of the said Corporation.

I/We further acknowledge receipt of the Declaration, By-Laws and Rules of the said Corporation.

I/We intend to occupy the Unit with the persons named above as our principal residence for the stated term of the Lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

DATED at _____ this _____ day of _____, 20__.

Tenant's Signature

Tenant's Signature

CONDOMINIUM MANAGEMENT AGREEMENT

BETWEEN:

STANDARD CONDOMINIUM CORPORATION NO.
(hereinafter called the "*Corporation*")

OF THE FIRST PART

- and -

FIRSTSERVICE RESIDENTIAL ONTARIO
(hereinafter called "*FirstService Residential*")

OF THE SECOND PART

WHEREAS the Corporation has been created pursuant to the *Condominium Act, 1998, S.O. 1998 C.19*, as amended, which Act and regulations made thereunder are collectively referred to herein as the "**Act**", known as "" and is located at , , Ontario (the "**Property**");

AND WHEREAS the Corporation desires FirstService Residential to manage the Corporation and assets of the Corporation, and FirstService Residential desires to do so, in accordance with the terms and conditions of this agreement (this "**Agreement**").

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained and other valuable consideration, the Corporation appoints FirstService Residential and FirstService Residential hereby accepts the appointment as the exclusive manager of the Property and the assets of the Corporation on the terms and conditions hereinafter set forth.

ARTICLE I NOMENCLATURE

- 1.1 Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the meanings contained in the Act and the Declaration of the Corporation (the "**Declaration**").

ARTICLE II TERM

- 2.1 The initial (the "**Initial**") term of this Agreement shall be for three (3) years from the ___ day of _____, 20___ to the ___ day of _____, 20___ unless terminated in accordance with the provisions of this Agreement and the Act.

ARTICLE III SUPERVISION BY THE BOARD

- 3.1. FirstService Residential acknowledges that it is familiar with the Act and with the terms of the Declaration, which shall include any agreements referred to therein, and the By-Laws registered pursuant to the Act in connection with the Corporation, and the Rules, as of the date of this Agreement. FirstService Residential's management of the Property shall be subject to the specific instructions of the Corporation as expressed by its Board of Directors (the "**Board**") and to each and every term and condition contained in this Agreement, and FirstService Residential further agrees to carry out expeditiously the instructions of the Corporation and its Board.
- 3.2 FirstService Residential acknowledges that it has implemented a privacy policy regarding the handling of the personal information of owners, residents, employees and all others whose personal information FirstService Residential uses, collects, intends to use and intends to collect. FirstService Residential further acknowledges that such privacy policy is in compliance with the *Personal Information and Electronic Documents Act, 2000, c.5* ("**PIPEDA**") and all other applicable privacy laws. FirstService Residential further agrees to use all personal information in its possession in accordance with PIPEDA, all other applicable privacy laws and any specific direction of the Corporation.
- 3.3 FirstService Residential covenants to comply with the provisions of the Accessibility for Ontarians with Disabilities Act ("**AODA**"), and without limitation, shall ensure that all of its employees and all contractors it retains have received training with respect to the customer service standard under AODA.

ARTICLE IV MANAGEMENT ASSISTANCE AND DUTIES

- 4.1 FirstService Residential represents it has and shall utilize its experience and knowledge to carry out the management, supervision, control and administration of the Corporation and of the assets of the Corporation. In this regard, FirstService Residential accepts the relationship of trust and confidence established between itself, the Board, and the Owners by virtue of entering into this Agreement. FirstService Residential covenants to furnish its best skill and judgment and to co-operate in furthering the interests of the Corporation. FirstService Residential agrees to furnish efficient business administration and supervision and to perform its responsibilities, administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. FirstService Residential shall conduct its duties in accordance with the requirements of the Act, the Declaration, By-Laws and Rules of the Corporation specifically, and, in general, consistent with federal, provincial and municipal laws and regulations as they pertain to the operation of the Corporation and of the Property.
- 4.2 Without limiting the generality of paragraph 4.1 of this Article IV, FirstService Residential shall perform, in particular, the following specific duties:
- (a) Corporate Funds

To collect, receive, and deposit in trust for the Corporation all moneys payable pursuant to the Act, Declaration and By-Laws by the Owners or others and to deposit the same forthwith in separate account(s) to be opened with a Canadian chartered bank of FirstService Residential's choice and maintained by FirstService Residential in the name of the Corporation. All such moneys shall thereafter be held in trust in the name of the Corporation and be used:

(i) **Disbursements**

To prepare payments of all accounts properly incurred by or on behalf of the Corporation.

Additionally, any cheques or payments are to be accompanied by supporting documentation including board of director approvals where required under 4.2 (h), delivery receipts or such other evidence as the Board may require from time to time. The Corporation shall agree to permit FirstService Residential to make all payments electronically or by direct banking when available;

(ii) **Insurance and Appraisals**

To arrange for insurance coverage and any appraisals in connection therewith required by the Corporation in accordance with the provisions of the Act, the Declaration and By-Laws, and the amounts of such insurance shall be as directed by the Board;

(iii) **General Maintenance and Repairs**

To repair and maintain or cause to be so repaired and maintained, those parts of the Property and assets of the Corporation which require repair and maintenance by the Corporation in accordance with the provisions of the Act, Declaration and By-Laws, and, without limiting the generality of the foregoing, to arrange for (subject to subparagraph 4.2(h) the supply as may be required of electricity, water and other services and to arrange through use of Corporation employees and/or independent contractors as in each instance may seem most desirable for the effective and economical operation, maintenance and repair of the Property and its equipment or so as to comply with the enforcement of any regulations and requirements of the local Board of Health, Police, Fire Departments and any other federal, provincial or municipal authorities having jurisdiction which affect the Property.

(iv) **Reserve Fund**

To deposit to the credit of the Corporation in a separate account for major repair and replacement of the Common Elements and assets of the Corporation, on a monthly basis, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement for the establishment of the reserve fund and to ensure that such moneys are not used or employed by the Board or FirstService Residential for the payment of general operating expenses.

FirstService Residential shall prepare annually and for approval of the Board a reserve fund budget statement in accordance with the Reserve Fund Study and the Reserve Fund Plan in accordance with Subsection 94(8) of the Act. In addition, FirstService Residential will recommend an investment advisor to advise the Corporation

(b) **By-Law Enforcement**

To take such action within its power, short of legal action, to enforce the terms of the Act, the Declaration, the By-Laws and the Rules and amendments to any of the foregoing which may be in force from time to time subject to the direction of the Board; and to retain legal counsel as directed by the Board at the expense of the Corporation.

(c) **Common Element Deficiencies**

To use its best efforts to ensure that any building deficiency required by the Corporation to be repaired or rectified is corrected and, if applicable, to pursue the correction of any building deficiency short of legal action under any warranty applicable to the Property; and in this regard FirstService Residential represents and warrants that it is familiar with the filing requirements of the *Ontario New Home Warranties Plan Act, R.S.O. 1990, C.O.31* and of the procedures to be followed under that statute in order to protect the interests of the Corporation.

(d) **Communication to the Owners**

Subject to the instructions of the Board to forthwith after their enactment communicate to all Owners the text and import of any further By-Laws or Rules or amendments thereto at the cost of the Corporation.

(e) **Insurance Claims**

To supervise insurance or other claims by or against the Corporation and to see that the rights of the Corporation in respect to such claims are protected including the filing of notice of claim, but not including the adjusting of any loss. Both Parties agree that all work related to any insurance claim coordination or processing by or against the Corporation will be submitted to the Corporation's insurance carrier, at no cost to the Corporation, as a part of the insurance claim at the rates outlined in the fee schedule attached to this agreement in Exhibit A.

(f) **Inadequate Performance by Contractors**

To use reasonable diligence to ensure that contracts and agreements between the Corporation and any supplier or service personnel are performed in accordance with the agreed upon terms and to inform the Board in the event performance is considered by FirstService Residential to be inadequate or contrary to the agreed terms and where services are properly performed and/or materials provided in accordance with the contract, to take advantage of all trade discounts by prompt payment of trade invoices, with appropriate holdbacks under the *Construction Lien Act, R.S.O. 1990, C. C.30*, where applicable.

(g) **Construction Liens**

To retain or cause to be retained holdbacks required by the *Construction Lien Act, R.S.O. 1990, C. C.30* and to use its best efforts to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of the Corporation against the title to the Property and if a claim or lien shall be filed

in respect of such work, FirstService Residential shall, as directed by the Board, forthwith take all necessary steps to have the same removed and discharged.

- (h) **General Authority**
Generally to do and perform and where desirable contract as agent for and in the name of the Corporation for all things desirable or necessary for the proper and efficient management of the Property (including the giving of proper attention to any complaints and endeavouring as far as is economical to reduce waste) and to perform every other act whatsoever in or about the Property to carry out the intent of this Agreement provided.

FirstService Residential shall not make any expenditure in excess of \$5,000 without prior written consent of the Corporation unless such expenditure:

- 1) by line item is authorized in the Corporation's current budget, or
- 2) is made pursuant to emergency conditions involving danger to life or property or involving suspension of a necessary service to the Corporation.

Whenever FirstService Residential plans to enter into a purchase or enter into a contract for goods or services (within the budget) which exceeds \$5,000, FirstService Residential shall obtain at least two competitive proposals from qualified bidders unless this obligation is waived, in writing, by the Corporation, or, in the case of insurance, if it is not reasonably available due to the insurance marketplace.

On rare occasions where circumstances warrant, the Board shall provide its approval or other direction to FirstService Residential within a reasonable time of receipt of FirstService Residential's request for approval. Furthermore, if in FirstService Residential's opinion there exists a hazardous situation which could cause personal injury or damage to the Property or the Corporation's equipment or chattels or which could impair the value of the Owners' interest therein or the Owners' equipment, chattels, improvements or property or which could cause the suspension of any service to the Corporation at a time when the Corporation or its representatives cannot be reasonably located for the purpose of giving approval for such work, or if failure to do such work might expose either the Corporation or FirstService Residential or both to the imposition of penalties, fines, imprisonment or any other substantial liability, FirstService Residential is hereby authorized to proceed with such work as in its reasonable discretion it determines to be urgently necessary for the prevention of personal injury, the protection and preservation of the Property or the Corporation's equipment or chattels or the Owners' interest therein or the Owners' equipment, chattels, improvements or property therein or to protect the Corporation or FirstService Residential from exposure to fines, penalties, imprisonment or any other substantial liability, subject always to the Act, and the Declaration and By-Laws and the Rules. FirstService Residential shall in the case of a hazardous situation report to the Board as soon as possible. FirstService Residential, in any hazardous situation, may enter any unit with or without the consent of the Owner thereof to perform such work or repairs as it reasonably determines to be urgently necessary for the protection and preservation of the Property and any assets of the Corporation or any equipment or chattels, or to protect the Corporation and FirstService Residential from exposure to fines, penalties, imprisonment or any other substantial liability.

- (i) **Materials, Equipment and Supplies**
To purchase subject to subparagraph 4.2(h) above and on behalf of the Corporation such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the offices and property of the Corporation. All such purchases and contracts shall be in the name of and at the expense of the Corporation.

- (j) **Emergency Situations**
To keep the Board advised at all times of the telephone number or numbers at which a representative or employee of FirstService Residential may be reached at any time during normal business hours in respect to any infraction of the Act, Declaration, the By-Laws, or the Rules, or at any time during the day or night in the event of any emergency involving the Property and assets of the Corporation. FirstService Residential will make all arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation. In this regard, FirstService Residential shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or persistent, flagrant or serious violation of the Act, Declaration, the By-Laws or the Rules. It is understood and agreed by the parties hereto that FirstService Residential shall, in its reasonable discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

- (k) **Information**
To receive in writing (except in case of emergency) and co-ordinate the disposition of, requests for information and service concerning or related to the duties and obligations of FirstService Residential as provided by this Agreement, in all cases referring to the Board such requests as involve policy decisions or interpretations of the Act, Declaration, By-Laws and Rules of the Corporation.

- (l) **Notice of Meetings**
At the request of the Board, schedule and arrange the facilities for all annual, general and special meetings of the Owners and deliver to the Owners and to such other persons as are entitled to notice pursuant to the Act, Declaration or By-Laws, such notices and other information as is required in connection with the holding of such meetings. At the expense of the Corporation and upon request of the Board, FirstService Residential shall prepare notices of meetings and other information in sufficient quantity for distribution to all persons entitled to receive same. With respect to meetings of the Board, the Corporation shall notify FirstService Residential in writing as to the place, date and time of such meetings and a representative of FirstService Residential shall attend all such meetings unless otherwise directed by the Board, provided the representative of FirstService Residential shall not be required to attend more than _____ Board meetings and ___ meetings of the Owners per fiscal year. All meetings will be conveniently scheduled on a Monday, Tuesday, Wednesday or Thursday, except for statutory holidays. The cost for FirstService Residential's attendance at meetings of the Owners or at the Board meetings over and above the foregoing will be invoiced at \$195 per meeting, with adherence to Exhibit A if necessary.

- 4.3 Excluded Service: The following service is not included in the scope of the services and duties provided for under this agreement.
- (a) **Project Management**
 If the Corporation or Owners undertake any capital improvement, major repair or extensive reconstruction or rehabilitation of the Property (a "Major Project"), FirstService Residential's responsibility shall be limited to seeing that the work is done with as little interference or interruption of services to the Property as possible, and for seeing that all reasonable precautions are taken to preserve and protect the Property and the property of the unit Owners and the occupants of the Property. A 'Major Project' shall be any project that is estimated to cost more than \$10,000 or that would require a substantial portion of FirstService Residential's time. FirstService Residential shall not be required to perform supervisory or project management responsibilities for a Major Project as part of this Agreement. Further, the Corporation acknowledges that FirstService Residential is neither qualified nor insured to give any structural or engineering opinions or services and that professional project management support should be retained when needed.

**ARTICLE V
MANAGEMENT SERVICES**

- 5.1 FirstService Residential agrees that, during the term of this Agreement, it will provide all management services required in connection with the undertaking of the Corporation as may be necessary in the performance of its duties provided, however, that FirstService Residential shall not be responsible for the duties of the Board or of the Officers of the Corporation, except as set out in this Agreement. The Corporation acknowledges that with regard to minute taking at all meetings FirstService Residential will not take meeting minutes. In the view of FirstService Residential and in consultation with legal counsel it is understood that having a Property Manager take meeting minutes can create the possibility of conflicts of interest. In order to mitigate the possibility of any conflicts or the appearance of conflicts arising, the parties jointly agree that an outside professional minute taker will be retained to record the minutes of all meetings.
- 5.2 Without limiting the generality of subparagraph 5.1 of this Article V, FirstService Residential shall perform the following duties:
- (a) **Annual Budget**
 To prepare and present to the Board at least eight (8) weeks before the commencement of each fiscal year during the term of this Agreement an estimated budget in writing for the following fiscal year and for the approval of the Board and to consult with the Board whenever it appears desirable or necessary to revise the Owners' contributions to the Common Expenses. In no event will the Corporation approve the annual Budget less than four (4) weeks prior to the end of the preceding fiscal year. The Corporation's approved budget, itemized by line, also relates to FirstService Residential authority as specified in 4.2 (h). In the event the budget is not approved within the allotted time, the additional costs and re-allocation of resources required to send out the approved budgets to all Owners by the end of the fiscal year, in accordance with the Act, shall be passed directly onto the Corporation. The additional time and personal needed in the case of an expedited mail out process will be charged at the schedule of fees that is included in Exhibit A.
- (b) **Financial Reporting**
 To provide the Board electronically on or before the 20th day of each month with year-to-date monthly itemized unaudited financial statements including:
- (i) Corporation Income Statement on accrual basis showing Month-to-Date Actuals, Month-to-Date Budget amounts and Variance amounts;
 - (ii) Corporation Balance Sheet;
 - (iii) Bank Reconciliation Report for both Operating and Reserve Accounts;
 - (iv) Bank Statements for both Operation and Reserve Accounts;
 - (v) Investment Schedule and Accrued Interest Statement;
 - (vi) Reserve Fund and Balance Sheet Analyses;
 - (vii) Aged Receivables Report by Owner: including the names of the Owners who are delinquent in payment of their required contribution to Common Expenses and the amount of each delinquency;
 - (viii) Aging Summary: including the amounts of all other delinquent accounts and names of the persons owing such accounts;
 - (ix) Accrued Liabilities;
 - (x) General ledger;
 - (vi) Particulars of accounts, term deposits, certificates and any other instruments respecting investment income and other assets and liabilities of the Corporation in accordance with good accounting principles as at the date of the financial statements.

All accounting and financial reporting which is required under the terms of this Agreement to be provided by FirstService Residential to the Corporation shall be in accordance with the reasonable requests of the Corporation's auditors as to format and shall be provided within the reasonable time limit prescribed by the Corporation's auditors. Notwithstanding anything else contained in this agreement, the Corporation agrees to grant FirstService Residential sixty (60) days from the commencement of the agreement and/or

registration to provide the first set of financial statements to the Board in order to allow for the additional time and work needed to produce the first set of financial statements.

- (c) **Books and Records**
To maintain the Corporation's records in accordance with the Act and to use its best efforts to keep an up-to-date record of the names and addresses of all owners, mortgagees and tenants of whom FirstService Residential has received notice. If the Corporation receives notices or written communication from registered mortgagees or any other persons claiming an interest in a unit or from an owner providing information with respect to the leasing of the Owner's unit, the Corporation shall forthwith communicate that information to FirstService Residential. All books and records of accounts kept in relation to the management of the Corporation shall be the property of the Corporation and upon termination of this Agreement shall be forthwith surrendered to the Corporation or to a representative of the Corporation, designated in writing. Records referred to herein shall be delivered to the Corporation's on site Management Office, if space is available, after the completion of the annual financial audit. Alternatively, FirstService Residential shall store the records at a cost of \$25.00 per month plus applicable taxes.
- (d) **Access to Books and Records**
To make available upon reasonable notice at reasonable times to the Corporation, its auditors, its Owners and designated representatives all books and records pertaining to the operation of the Property and the business of the Corporation whenever requested, provided that the Corporation shall be charged a reasonable hourly charge to be agreed upon by the parties to properly compensate for the time spent in preparing and copying of records requested for and/or viewed. Notwithstanding the foregoing, in accordance with subsection 55(6) of the Act, where a person examining the records of the Corporation requests copies of records, FirstService Residential shall charge that person and not the Corporation the reasonable labour and copying charges associated with the production of such copies.
- (e) **Approval of Invoices**
To make all disbursements properly incurred for and on behalf of the Corporation with the approval of the Board; provided, however, that the approval of the Board shall not be required prior to payment by FirstService Residential of any items of expense as to which FirstService Residential has discretionary spending authority pursuant to subparagraph 4.2 (h).
- (f) **Status Certificates**
To prepare and execute by FirstService Residential status certificates in the form prescribed by regulation pursuant to the Act and to issue and provide status certificates together with the statements and information required pursuant to the Act to any person or persons who request(s) one and has paid the appropriate fee, within the time permitted for the delivery of such certificates, statements and information prescribed in the Act.

FirstService Residential shall not be responsible for inspecting the Common Elements appurtenant to the unit. FirstService Residential shall not inspect the unit to determine whether or not the Corporation has any claim for damages against an Owner as contemplated by the Act or whether any violation exists prior to issuing the status certificate. The onus shall be that of the purchaser as set out in the Status Certificate.

FirstService Residential is responsible for the accuracy and completeness of all information contained in the Status Certificate, however, FirstService Residential shall not be liable for any information within the knowledge of the Board but not communicated to FirstService Residential and which should be included in the Status Certificate.

FirstService Residential shall be entitled to the fee prescribed by regulation pursuant to the Act for the preparation and issuance of the status certificate and related documentation, and shall bear the costs/disbursements applicable to the issuance of the status certificate and accompanying documentation.
- (g) **Notice of Lien**
FirstService Residential shall issue Notice of Lien to Owner at an additional cost to all Owners requiring such notice. The cost shall be borne by the Owner.
- (h) **Preventive Maintenance Program**
Establish and thereafter maintain a preventive maintenance program for all major technical and electrical equipment and plumbing systems in accordance with the recommendations of the manufacturers or suppliers thereof. The Corporation shall make available to FirstService Residential all drawings, as-built architectural and structural plans, maintenance and operating manuals for mechanical and electrical equipment and plumbing systems and such other documents as FirstService Residential reasonably requires to carry out its duties, that are in the Corporation's possession from time to time.
- (i) **Management Report**
Present to the Board a management report, to serve as a written form of communication from FirstService Residential to the Board. This management report shall reflect the directives of the Board to FirstService Residential and shall further reflect the actions of FirstService Residential with respect to those directives. Any and all correspondence received by FirstService Residential with respect to the operation of the Corporation shall be available for examination by the Board. The management report shall be made available to the Board at least two (2) days before the applicable Board meeting where it is to be presented.

ARTICLE VI EMPLOYMENT OF CONTRACTORS

- 6.1 FirstService Residential may contract on behalf of the Corporation with any person, firm or corporation to perform any work or services for the Corporation within the scope of FirstService Residential's duties under this Agreement subject however to the following provisions:

- (a) **Written Agreements**
Any person, firm or corporation employed to perform work or services shall be contracted pursuant to a written contract setting out the essential terms and conditions of such contract.
- (b) **Contractors Insurance**
At the sole cost of the contractors and/or workers, FirstService Residential will require that all contractors and/or workers employed by the Corporation show evidence of proper insurance, in accordance with FirstService Residential's insurance standards for vendors, prior to the commencement of work. FirstService Residential may use a third party vendor to verify vendor insurance compliance. All such policies of insurance shall name the Corporation, its Board of Directors and FirstService Residential as additional insureds.
- (c) **Approval of the Board**
In addition to the requirements of subparagraph 4.2(h), any contract to perform work or services entered into by FirstService Residential shall be for a reasonable consideration usual in the industry and be budgeted for by the Corporation. In the event that any contract for work or service shall be for a consideration in excess of that budgeted for by the Corporation, then prior to entering into such contract FirstService Residential shall first obtain a resolution of the Board approving such contract.
- (d) **Spending Restrictions**
Where the cost of performing such work or services exceeds the spending authority outlined above, FirstService Residential shall obtain at least two (2) written quotations prior to entering into such contract.

As well, where a contract to provide services to the Corporation extends past one (1) year, FirstService Residential shall obtain at least two (2) written tenders prior to entering into such contract, FirstService Residential shall obtain the approval of the Board prior to such spending.
- (e) **Filing of Return**
In connection with all contracts to perform work or services entered into by FirstService Residential, it shall execute and file necessary documents and do and perform all acts required under the laws of any federal, provincial, municipal or other governmental body or authority.
- (d) **Gift Policy**
FirstService Residential recognizes that it is traditional for some of its suppliers, customers and other business associates to occasionally give small gifts to those with whom they do business, particularly during the December holiday season. It is important, however, that these gifts do not affect an associate's business judgment, or give the appearance that judgment may be affected. Accordingly, FirstService Residential and its associates must be very careful when it comes to accepting gifts. As a general rule, FirstService Residential associates may accept gifts from suppliers, customers or other business associates, provided the gift:
 (a) does not create the appearance (or an implied obligation) that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of sale;
 (b) would not embarrass FirstService Residential or FirstService or the gift giver if disclosed publicly;
 (c) if valued \$50 or above (even if promotional in nature), is disclosed and reported to the recipient's first and second level reporting managers;
 (d) does not exceed any specific limits established by local management; and
 (e) would not prevent the recipient from awarding some FirstService Residential business to one of the gift giver's competitors.
- The following gifts are never appropriate:
 (a) gifts of cash, or cash equivalent (such as gift cards or gift certificates);
 (b) gifts that are prohibited by local law;
 (c) gifts given as a bribe, payoff or kickback (e.g., in order to obtain or retain business, or to secure an improper advantage);
 (d) gifts the recipient knows are prohibited by the gift giver's organization; and
 (e) gifts given in the form of services or other non-cash benefits (work being done)
- The cumulative annual value of all gifts an associate may receive from any one gift giver cannot exceed \$100 unless disclosed and approved by the applicable Vice President of FirstService Residential.

ARTICLE VII ACCESS TO UNITS

- 7.1 Subject to the relevant provisions of the Act, the Declaration and By-Laws, FirstService Residential and its agents, servants and employees may enter a unit or exclusive use area of the Common Elements in order to perform its duties hereunder, provided always that FirstService Residential shall give reasonable notice to the Owner of its intention to enter the unit or exclusive use area, save only in the case of an emergency or Owner's extended absences in which case prior notice shall not be required.

**ARTICLE VIII
FIRSTSERVICE RESIDENTIAL COMPENSATION**

- 8.1 FirstService Residential shall be paid as compensation for its management services rendered under this Agreement the following fees:

Period	Monthly Fee

Until terminated in accordance with the provisions of this Agreement (but subject always to paragraph 16.2), the monthly fee above shall be payable monthly, in advance, by electronic transfer. FirstService Residential's fee includes all office expenses directly related to the business office of FirstService Residential with respect to the performance of the duties of FirstService Residential hereunder, but does not include any expenses directly related to the business offices of the Corporation. FirstService Residential's fee does not include disbursements incurred on behalf of the Corporation, including parking charges for staff employed by FirstService Residential. FirstService Residential's fee is **exclusive** of any applicable taxes. Additionally, the parties agree that FirstService Residential will have the right to collect all charge backs owed by the Corporation electronically.

**ARTICLE IX
UNIT REPAIRS**

- 9.1 Notwithstanding any other provision of this Agreement FirstService Residential is given no authority or responsibility for maintenance of or repairs to the units which shall be the sole responsibility of the Owners individually, save and except in those circumstances where the Corporation has an obligation to maintain or repair the units after damage whether in accordance with the Act, the Declaration or otherwise. The services to arrange for any maintenance and repairs required that is not a result of insurable loss shall be at the expense of the Corporation or Owner.

**ARTICLE X
PLANS AND SPECIFICATIONS**

- 10.1 If any plans, drawings, specifications and architectural or engineering assistance become necessary or desirable to enable FirstService Residential to discharge its duties pursuant to this Agreement, and if the Board or its designated representative from time to time authorizes the obtaining of the foregoing, before any expense is incurred therefore, then the cost thereof shall be at the expense of the Corporation.

**ARTICLE XI
BOARD CO-OPERATION**

- 11.1 The Board agrees to co-operate with FirstService Residential to the extent required to perform expeditiously, efficiently and economically FirstService Residential's services required under this Agreement and to provide such evidence of authority by way of certified resolution or otherwise and such specific directions as FirstService Residential may reasonably require.
- 11.2 The Employment Standards Act, 2000 ("ESA"), is an Act of the Legislature of Ontario. This Act regulates employment in the province of Ontario, including wages, maximum work hours, and workplace health and safety.

There are additional provisions that apply only to employees in the building services sector, which is found in Section 1(2) of the ESA in the Ontario Regulation 287/01. This special termination obligation for a building services provider applies to the following types of employees:

1. Those who are employed with respect to food, security and cleaning services in a building;
2. Those who are employed in connection with the operation of a building's parking garage or parking lot; and
3. Those who are involved in property management services relating exclusively to a particular building

Both parties acknowledge and agree that at all times the provisions of this Act will be respected and complied with.

- 11.3 The provisions of this Article XI shall survive the termination of this Agreement.

**ARTICLE XII
INDEMNIFICATION**

- 12.1 FirstService Residential shall, during and after the term of this Agreement, indemnify and save the Corporation and its directors, officers, employees and agents completely free and harmless from any and all damages or injuries to persons or property, or claims, actions, obligations, liabilities, costs, expenses and fees, by reason of the gross negligence or willful misconduct of FirstService Residential or any of its employees in the carrying out of the provisions of this Agreement.
- 12.2 The Corporation shall, during and after the term of this Agreement, indemnify and save FirstService Residential and its partners and affiliates and their respective directors, officers, securityholders, employees and agents completely free and harmless from any and all damages or injuries to persons or property, or claims, actions, obligations, liabilities, costs, expenses and fees, for any reason in the carrying out FirstService Residential's duties and obligations hereunder.
- 12.3 The provisions of this Article XII shall survive the termination of this Agreement.

**ARTICLE XIII
INSURANCE**

- 13.1 The Corporation agrees to take out or authorize FirstService Residential to arrange for comprehensive liability insurance in the name of the Corporation on the Property to a limit of not less than as set out in the approved property valuation and further agrees that FirstService Residential shall be named as an additional insured party along with the Corporation as their interest may appear in each such policy or policies which shall provide protection against any claims for personal injury, death or property damage or loss for which either the Corporation or FirstService Residential might be held liable as a result of their respective obligations, and the Corporation further agrees, if so requested, to provide FirstService Residential with a certificate of insurance from its insurers which shall include an undertaking that the insurer will provide FirstService Residential with at least thirty (30) days prior written notice of cancellation or any material change in the provisions of any such policy.
- 13.2 **Fidelity Bond**
FirstService Residential agrees to arrange, obtain and maintain a Fidelity Bond for and in the name of the Corporation in an amount of not less than two hundred and fifty thousand (\$250,000.00) dollars per occurrence with loss payable to the Corporation only if required by the Corporation. The Corporation agrees that FirstService Residential shall be named as an insured party along with the Corporation and the Fidelity Bond shall not be terminable by either the insurer or the Corporation unless sufficient prior notice of cancellation has been delivered by registered mail to the auditor of the Corporation, FirstService Residential, and to the Board. The premium for the Fidelity Bond, if required, by the Board, shall be an expense of the Corporation.
- 13.3 **FirstService Residential Insurance**
In addition, FirstService Residential agrees to maintains the following Insurance:
 (i) Comprehensive General Liability;
 (ii) Errors and Omission.

**ARTICLE XIV
MISCELLANEOUS**

- 14.1 **Deficit Financing**
Unless the Board has specifically authorized such procedure, under no circumstances shall FirstService Residential advance funds to the Corporation on a temporary loan basis, whether interest is charged to the Corporation or not, in the event of a cash deficit occurring in the Corporation's current account. FirstService Residential shall notify the Board of any anticipated cash deficit and the Board shall take immediate steps to obtain the necessary funds to cover any such deficit pursuant to the By-Laws of the Corporation by either utilizing the Corporation's over draft protection if any, levying of a special assessment, the delivery of a revised budget, or the exercise of its borrowing authority on behalf of the Corporation.
- 14.2 **Collection of Accounts Receivable Including Common Expenses.**
FirstService Residential, without limiting its covenants as hereinbefore contained, shall, in addition to its covenant to enforce the By-Laws of the Corporation as hereinbefore contained, actively pursue the collection of outstanding Common Expenses from Owners and tenants respectively at all times and with a view to reducing these receivables to the lowest minimum monthly balance and without incurring additional cost save in those instances where legal action including the filing of Certificates of Lien pursuant to the Act is required. In the event that the Corporation must register a Certificate of Lien pursuant to s. 85(2) of the Act, FirstService Residential shall provide the Corporation's solicitor with the issued Form 14 and requisite instructions in the solicitors' form accurately prepared (if any), by no later than the 21st day of the third month following default.
- In the event that FirstService Residential, after instruction from the Board, fails to provide proper information, adequate notice, and instructions to the Corporation's solicitors for the registration of a Certificate of Lien covering the arrears of Common Expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, FirstService Residential shall be directly liable for same to the Corporation.
- 14.3 **Fiduciary Relationships**
FirstService Residential may engage any parent or subsidiary entity affiliated or otherwise connected with it (hereinafter called the "affiliate") to perform any work or services for the Corporation within the scope of FirstService Residential's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation, provided FirstService Residential discloses to the Corporation that it intends to engage an affiliate and FirstService Residential has obtained at least two additional quotations from other competent suppliers or contractors who are not affiliates of FirstService Residential and the Board has approved the work or service to be performed by FirstService Residential's affiliate.
- The Corporation acknowledges that affiliates of FirstService Residential may receive compensation for services rendered to the Corporation provided that the Corporation approves such services in accordance with this paragraph 14.3.
- FirstService Financial is an affiliate of FirstService Residential and subsidiary of FirstService Corporation that was formed for the purpose of aggregating the buying power of our managed properties located throughout North America. FirstService Financial develops banking and insurance programs that are offered exclusively to clients of FirstService Residential. The programs are not mandatory; however, many clients participate because of their added value. FirstService Financial, and its subsidiary FS Insurance Brokers, may receive fees or commissions from their banking and insurance partners for their assistance with the development, placement, servicing and maintenance of these programs.
- 14.4 **Owner Relationship**
 (a) FirstService Residential shall promptly deal with all reasonable queries, requests or complaints by the Board or any Owner or mortgagee of a unit relating to the management of the Property or the duties or

obligations of FirstService Residential pursuant hereto, and to record in writing any such queries, requests or complaints and the eventual disposition thereof, and report the same to the Board.

- (b) FirstService Residential shall maintain businesslike relations with Owners whose service requests relating to the Common Elements shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each request. Complaints relating to Common Elements, the maintenance and repair of which are the responsibility of the Corporation, shall be attended to by FirstService Residential in a prompt and diligent manner.

14.5 **CCI – Canadian Condominium Institute**

The Corporation hereby assigns their right to vote to FirstService Residential, on all matters regarding the Corporation's membership with the Canadian Condominium Institute, unless otherwise directed.

14.6 **Signage**

FirstService Residential reserves the right to affix an (8" x 20") "Professionally Managed by FirstService Residential" sign to the existing Corporation's sign(s). Said signs shall conform to the Corporation's architectural standards and colors.

14.7 **Non-direct Employees**

In the event the Corporation directly employs their own direct employees and FirstService Residential performs payroll processing, benefits administration or incurs any other expenses or costs associated with the employee of the Corporation then FirstService Residential will charge to the Corporation a \$25 fee per employee, per pay period. Additionally, the Corporation and FirstService Residential agree that in the event of any litigation or legal issues arising as a result of or in connection to an employee of the Corporation, all work and time spent in relation to such an issue by FirstService Residential and its employees shall be charged back to the Corporation at the amounts set out in Exhibit A.

14.8 **Referral Fee**

In the event the Corporation refers FirstService Residential to another Corporation and a management agreement is signed between the parties, FirstService Residential will give a credit to the Corporation in the amount of \$1000, within 60 days, following the start date of the new agreement.

14.9 **Dispute Resolution Provision**

In the event of any and all disputes, claims or controversies arising out of or relating to the application, interpretation, implementation or validity of this Agreement, the parties both agree that they will enter into negotiations over the matter in dispute by submitting a written request to enter negotiations. If the matter is not resolved through negotiation after 30 days from the start of the negotiations or if negotiations do not commence 30 days after a written request has been received, then either party shall be entitled to submit the matter in dispute to mediation with a mediator, agreed to by both parties, for mediation. Nothing herein shall preclude any party from seeking injunctive relief in the event that any party perceives that without such injunctive relief, serious harm may be done to the party.

The parties will cooperate with one another in selecting a mediator from Ontario, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and lawyers, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including lawyers' fees, to be paid by the party against whom enforcement is ordered. The arbitration shall be held in Toronto, Ontario. The arbitration shall proceed in accordance with the provisions of the Arbitration Act Ontario.

14.10 **Litigation Support and Legal Services after Agreement**

All work completed after the expiration or termination of this agreement pertaining to, but not limited to: litigation support, legal document preparation, discoveries, meetings with legal counsel, legal statements, court appearances or any other work related to legal matters on behalf of or in connection to the Corporation shall be billed back to the Corporation at the hourly rates set out in Exhibit A. As such, this term shall survive the termination or expiration of this agreement.

14.11 **Set-up Fee**

To assist in the costs of setting up new corporations in the FirstService Residential system and other associated costs in starting up new client accounts, a one-time fee of three (\$7.00) per unit will be charged to the Corporation as a Set-up Fee

**ARTICLE XV
TERMINATION**

- 15.1 This Agreement may be terminated by the Corporation in the event FirstService Residential is found to be in default of this Agreement and FirstService Residential fails to cure the default as provided herein. In the event of a default, the Corporation, through its Board, shall notify FirstService Residential in writing with specific details of the alleged default, using FirstService Residential's prescribed format. FirstService Residential shall then have

sixty (60) days from last day of the given calendar month when notice is given to cure the default. In the event FirstService Residential fails to cure the default, and the default is of such a nature that the cure is within the control of FirstService Residential, the Corporation may terminate this Agreement on a further thirty (30) days written notice from last day of the given calendar month when notice is given to FirstService Residential.

- 15.2 The Corporation shall pay to FirstService Residential any moneys due to FirstService Residential to the date of termination whether or not the Corporation actually allows FirstService Residential to continue its services. The management agreement may also be terminated under the terms and in accordance with, section 111 of the Condominium Act (1998, c. 19, s. 111 (1)(2)).
- 15.3 The parties agree that this Agreement shall not be allowed to lapse and terminate without notice of termination in writing given by either party to the other not less than ninety (90) days prior to the expiration of the initial term of this Agreement. Should notice of termination not be given ninety (90) days prior to the expiration of the initial term of this Agreement, as provided herein, the Agreement shall thereafter continue on a month to month basis until terminated upon ninety (90) days written notice, as provided herein, and, unless otherwise agreed to by the parties, the Manager's fee herein shall increase: (a) by 5% in respect of the 12-month period immediately following the expiration of the term of this Agreement; and (b) for each 12-month period thereafter, 3% per annum, until renegotiated.
- 15.4 For a period of twelve (12) months after any termination of this Agreement and for the purpose of settling any dispute or defending any claim made against FirstService Residential, the Corporation shall provide access to FirstService Residential at all reasonable times and upon reasonable notice to all relevant contracts, records, files and other documents or information (in whatever form or medium maintained).
- 15.5 In addition to the rights of the parties to terminate upon notice as hereinbefore set out, the Agreement shall terminate upon the happening of any of the following events:
- (a) the insolvency or bankruptcy of FirstService Residential;
 - (b) the termination of the Corporation; or
 - (c) FirstService Residential is insubordinate, reckless or grossly negligent in performing its duties hereunder.
- 15.6 Upon termination of this Agreement:
- (a) FirstService Residential shall cease to operate the Corporation's bank account and shall execute all necessary documents in recognition thereof as may be requested by the Corporation or the said bank, and shall as soon as possible thereafter render the final accounting to the Corporation;
 - (b) FirstService Residential shall surrender to the Corporation all contracts, records, files, bank accounts and other documents or information which FirstService Residential is required to keep under Subsection 55(1) of the Act. Further, FirstService Residential shall maintain on behalf of the Corporation any records, files or information related to the Corporation and stored in the computer of FirstService Residential for a period of twelve (12) months or until such earlier time as the Corporation advises FirstService Residential in writing of its permission to destroy such records;
 - (c) FirstService Residential shall turn over all keys to the Property in its possession or in the possession of any of its employees. FirstService Residential shall also turn over possession of any area (such as management offices) located on the Property under its control;
 - (d) if it has not already done so, the Corporation shall assume the obligation of any and all contracts which FirstService Residential has properly made for the purpose of arranging the services to be provided pursuant to this Agreement except those related to the employees of FirstService Residential and to accounting services; and
 - (e) the obligation upon FirstService Residential to account shall survive the termination of this Agreement.

ARTICLE XVI NOTICE

- 16.1 Any notice required to be given by either party to the other shall be sufficiently given if delivered or mailed by prepaid registered post addressed (or faxed or sent by other electronic means if both parties have agreed in writing) to the Corporation at the residence on the Property of its President or any Officer from time to time holding office and to FirstService Residential at Suite 100, 2645 Skymark Avenue, Mississauga, Ontario L4W 4H2, and any such notice shall be conclusively deemed to have been given and received at the time of its personal delivery by one party to an Officer or Director of the other, or in the event of service by mail, on the third business day after the day of such mailing, provided that if normal mail service is disrupted by reason of strikes, walkouts, slowdowns or other irregularities, then so long as such disruptions exist, any notice required or permitted to be given hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

**ARTICLE XVII
PARTIAL INVALIDITY, STATUTES AND GOVERNING LAW**

- 17.1 If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated.
- 17.2 Any reference in this Agreement to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.
- 17.3 This Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**ARTICLE XVIII
SUCCESSORS AND ASSIGNS**

- 18.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto provided always that this Agreement may only be assigned with the express written consent of the Corporation.
- 18.2 For the purposes of this paragraph, a sale or disposition of the shares, business or assets of FirstService Residential to another person or firm resulting in a change of control of FirstService Residential shall be deemed to be an assignment of this Agreement requiring the express written consent of the Corporation.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective Officers duly authorized in that behalf, as of the _____ day of _____, 201_.

STANDARD CONDOMINIUM CORPORATION NO.

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the Corporation.

FIRSTSERVICE RESIDENTIAL ONTARIO

Per: _____

Name: Todd Cooper

Title: President

Per: _____

Name: Mark Hopkins

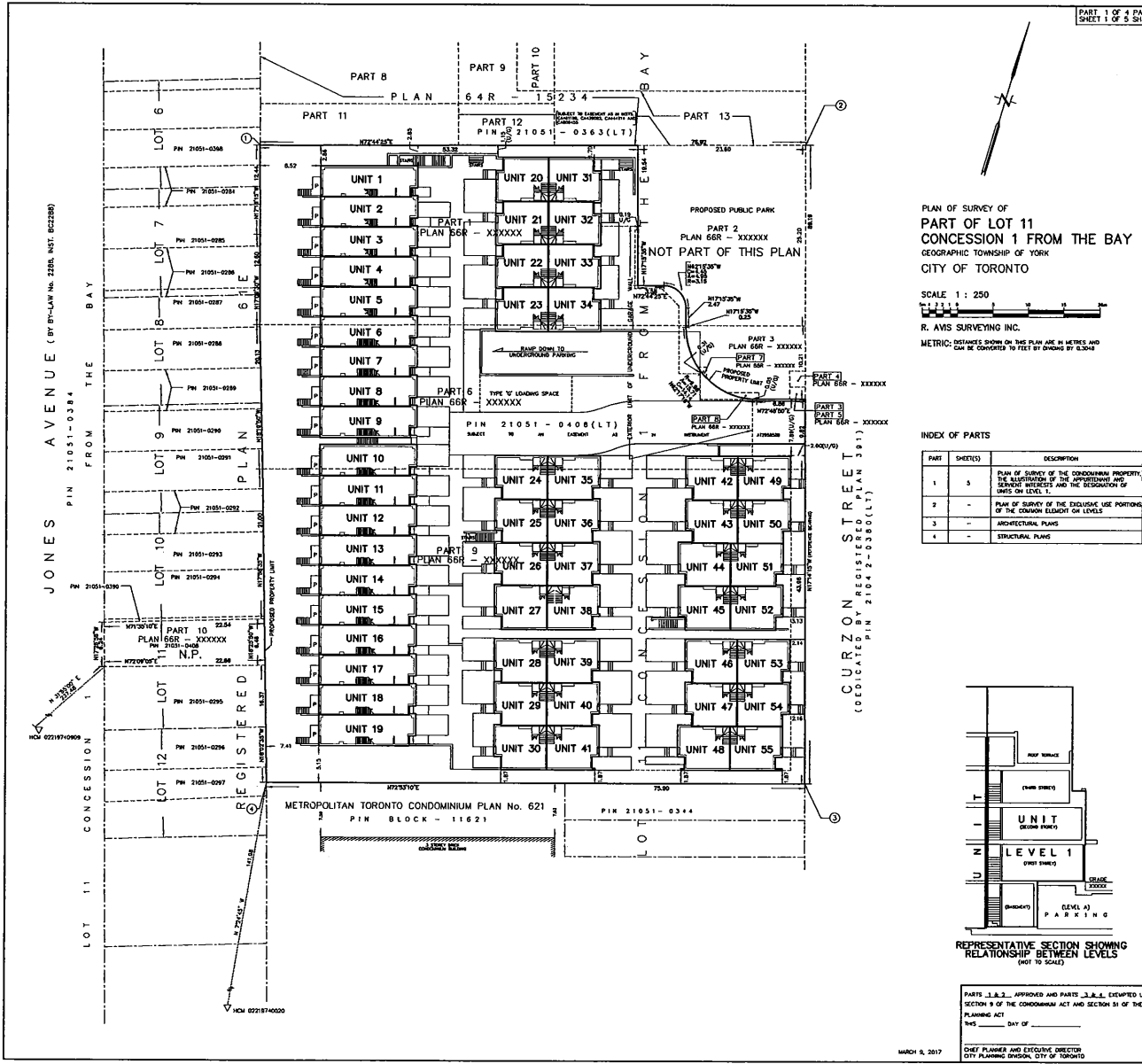
Title: Vice President

We have the authority to bind the Partnership.

Exhibit A Fee Schedule

Schedule of fee rates for services discussed above.

<u>Position</u>	<u>Per Hour Rate</u>
Officer or Director	\$400
Senior Management	\$275
Senior Property Manager	\$195
Property Manager	\$100
Accounting	\$85
Administrative Staff	\$65
Other	\$65



PART 1 OF 4 PARTS
SHEET 1 OF 3 SHEETS

**TORONTO STANDARD
CONDOMINIUM PLAN N^o**

**LEVEL 1
UNITS 1 TO 55 INCLUSIVE**
REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF
TORONTO (ONL48) AT _____ O'CLOCK ON THE _____
DAY OF _____
REPRESENTATIVE FOR LAND REGISTRY

SURVEYOR'S CERTIFICATE:
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEYORS ACT, THE SURVEYORS REGULATION AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____
3. THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.

DATE _____ Ontario Land Surveyor

DECLARATION REGISTERED AS N^o:
THIS PLAN IS COMPOSED OF

Schedule of APPURTENANT and SERVIENT INTERESTS
(PURSUANT TO CLAUSES 8 (1) (3) AND (4) OF THE CONDOMINIUM ACT 1998)

PART	PLAN	DESCRIBED IN	NOTES
0	0	0	0
SUBJECT TO (SERVIENT INTERESTS)			
TOGETHER WITH APPURTENANT INTERESTS			

NOTES AND LEGEND
BEARING MEASUREMENTS ARE GIVEN BEARINGS AND ARE REFERENCED TO THE 17 MODIFIED TRANSVERSE MERCATOR PROJECTION, ZONE 18, CENTRAL MERIDIAN 79° 30' WEST LONGITUDE, HAD ACCESS (1987) AND ARE REFERRED TO THE WESTERLY LIMIT OF CURZON STREET AS SHOWN ON PLAN 66R-25638 HAVING A BEARING OF N71°15'15"E

_____ DENOTES BOUNDARIES OF THE UNITS AND COMMON ELEMENTS
_____ DENOTES PORCH
_____ DENOTES NOT A PART OF THE PLAN

UNIT BOUNDARY DEFINITIONS
WORKMEASUREMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, FLOORS, CEILINGS AND OTHER PHYSICAL FEATURES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE "C" OF THE DECLARATION.
AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS

CERTIFICATE OF DECLARANT
THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN Laid OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH THE DECLARATION.

DECLARANT:
DATED AT _____ TORONTO _____
THIS _____ DAY OF _____

I HAVE THE AUTHORITY TO SIGN THE CORPORATION

R. AVIS SURVEYING INC.
SUITE 202
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2H 1K5
TEL: (416) 490-8332 www.ravisurveying.com FAX: (416) 491-8206

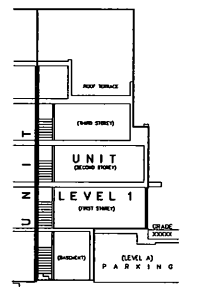
DRAWN BY: A.P. PROJECT N^o: 2023-7
DATE: 2017-03-01

PLAN OF SURVEY OF
**PART OF LOT 11
CONCESSION 1 FROM THE BAY**
GEOGRAPHIC TOWNSHIP OF YORK
CITY OF TORONTO

SCALE 1 : 250
R. AVIS SURVEYING INC.
METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

INDEX OF PARTS

PART	SHEET(S)	DESCRIPTION
1	5	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ALLOCATION OF THE APPURTENANT AND SERVIENT INTERESTS AND THE DESIGNATION OF UNITS ON LEVEL 1.
2	-	PLAN OF SURVEY OF THE EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS ON LEVELS
3	-	ARCHITECTURAL PLANS
4	-	STRUCTURAL PLANS



REPRESENTATIVE SECTION SHOWING RELATIONSHIP BETWEEN LEVELS (NOT TO SCALE)

PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

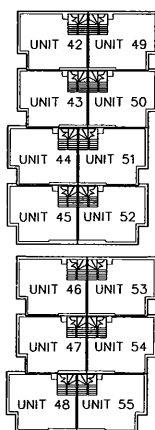
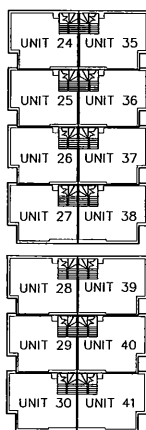
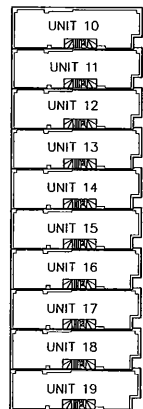
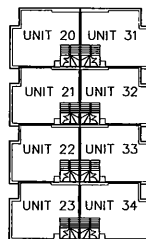
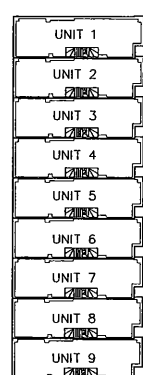
MARCH 3, 2017

CHIEF PLANNER AND EXECUTIVE DIRECTOR
CITY PLANNING DIVISION, CITY OF TORONTO

PART 1 OF 4 PARTS
SHEET 2 OF 5 SHEETS

TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(2ND STOREY)



SCALE 1 : 300

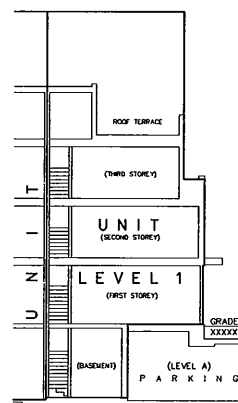


R. AVIS SURVEYING INC.

METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES AND LEGEND

— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

MARCH 9, 2017



R. AVIS SURVEYING INC.

SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2J 4Y8



TEL : (416) 490-8352

www.ravissurveying.com

FAX : (416) 491-6206

DRAWN BY : A.P.

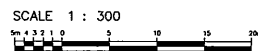
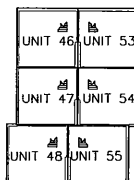
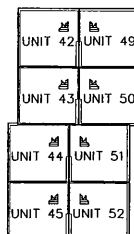
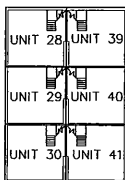
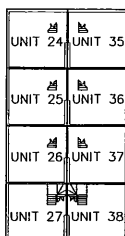
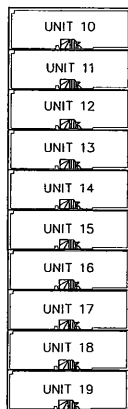
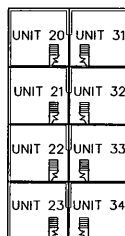
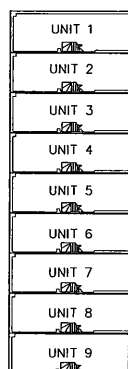
PROJECT N^o : 2823-2

DRAWING N^o : 2823-2LT-52

PART 1 OF 4 PARTS
SHEET 3 OF 5 SHEETS

TORONTO STANDARD
CONDOMINIUM PLAN N^o

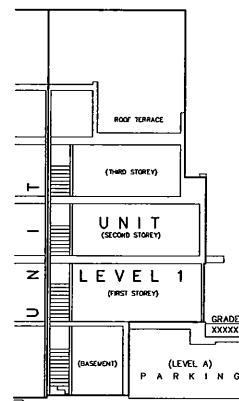
LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(3RD STOREY)



SCALE 1 : 300

R. AVIS SURVEYING INC.

METRIC; DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

NOTES AND LEGEND

— DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS

MARCH 9, 2017



R. AVIS SURVEYING INC.

SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2J 4Y8

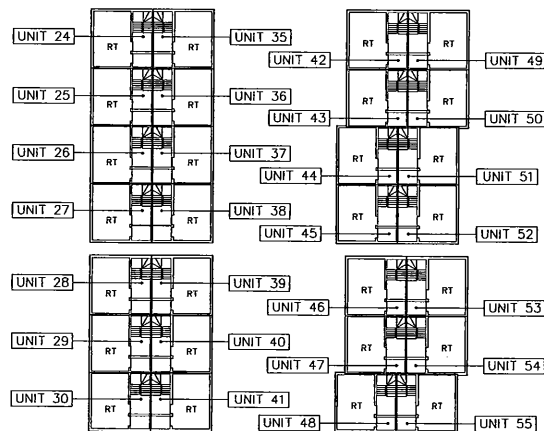
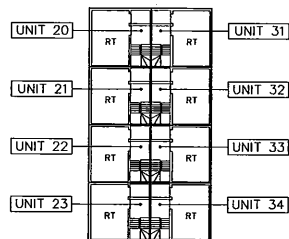
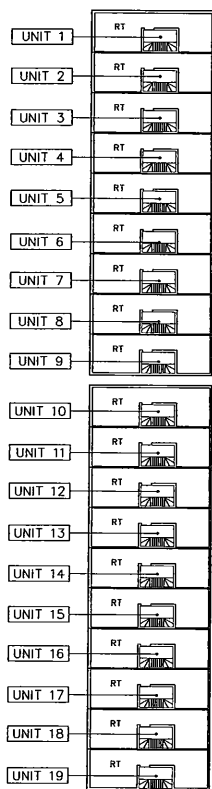


TEL : (416) 490-8352 www.ravissurveying.com FAX : (416) 491-8206
DRAWN BY : A.P. PROJECT N^o : 2623-2
DRAWING N^o : 2623-2L1-S3

PART 1 OF 4 PARTS
SHEET 4 OF 5 SHEETS

TORONTO STANDARD
CONDOMINIUM PLAN N^o

LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(ROOF)



SCALE 1 : 300

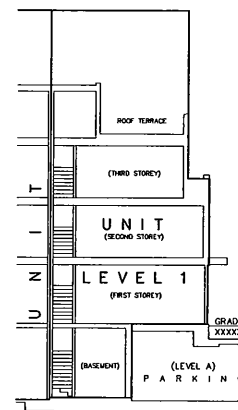


R. AVIS SURVEYING INC.

METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVING BY 0.3048

NOTES AND LEGEND

- DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS
- RT DENOTES ROOF TERRACE



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

MARCH 9, 2017

R. AVIS SURVEYING INC.
 SUITE 203
 235 YORKLAND BOULEVARD
 TORONTO, ONTARIO
 M2J 4Y8

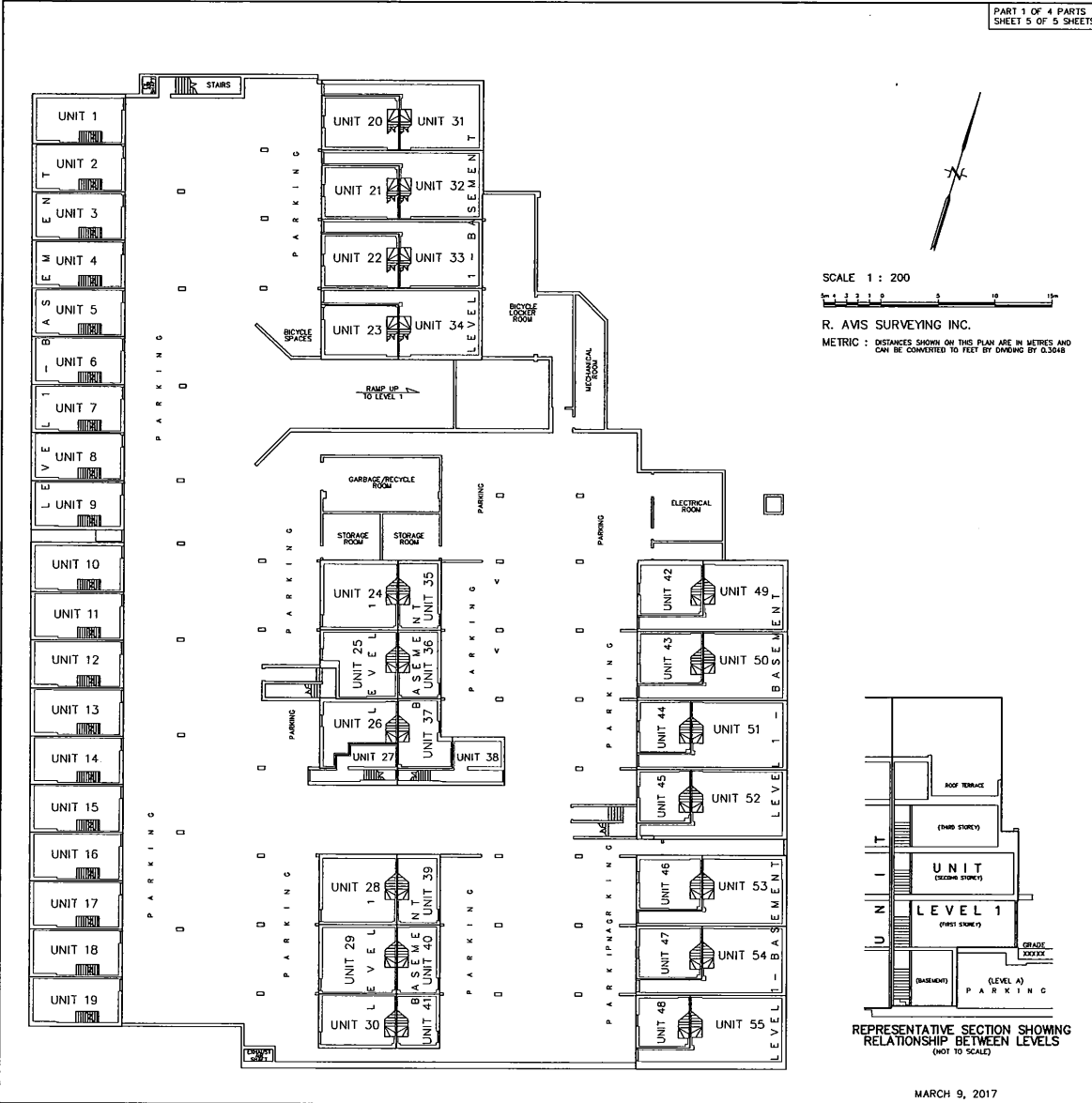
TEL : (416) 490-8352 www.ravisurveying.com FAX : (416) 491-6205

DRAWN BY : A.P. PROJECT N^o : 2623-2 DRAWING N^o : 2623-2L1_S4

PART 1 OF 4 PARTS
SHEET 5 OF 5 SHEETS

TORONTO STANDARD
CONDOMINIUM PLAN N^o

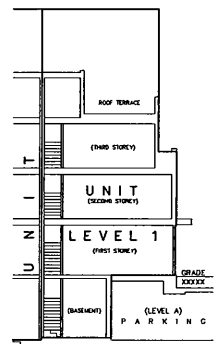
LEVEL 1
UNITS 1 TO 55 INCLUSIVE
(BASEMENT)



SCALE 1 : 200

R. AVIS SURVEYING INC.
METRIC : DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES AND LEGEND
--- DENOTES BOUNDARIES OF THE UNITS AND THE COMMON ELEMENTS



REPRESENTATIVE SECTION SHOWING
RELATIONSHIP BETWEEN LEVELS
(NOT TO SCALE)

MARCH 9, 2017

R. AVIS SURVEYING INC.

SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2A 4T8

TEL : (416) 490-8352 www.ravisurveying.com FAX : (416) 491-8206

DRAWN BY : A.P. PROJECT # : 2823-2 DRAWING # : 2823-2L1_55

SCHEDULE "E"

FORM OF ACKNOWLEDGMENT



Acknowledgement

[To be attached]

783
Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

SCHEDULE "F"

FORM OF IRREVOCABLE DIRECTION



IRREVOCABLE DIRECTION

TO: _____
[insert Name of Deposit Holder]

You are hereby irrevocably authorized and directed to release to _____ *[insert name of Leslieville Assignor]* (the “Assignor”) the monies in the amount of \$ _____ *[insert amount]* being held by you in trust pursuant to an assignment of purchase and sale agreement condominium between the undersigned, as Assignee, and the Assignor dated _____ *[insert date]*, and this shall be your good and sufficient authority for so doing.

DATED at _____ *[insert city]* this _____ day of _____, 2017.

Witness:

 By:
[Insert Name of Witness]

 By:
[Insert Name of Leslieville Assignee]

 By:
[Insert Name of Witness]

 By:
[Insert Name of Leslieville Assignee]

CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

V.

Court File No. CV-16-11409-00CL
URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

PURCHASER PACKAGE APPROVAL ORDER

BLAKE, CASSELS & GRAYDON LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Pamela L.J. Huff - LSUC#: 27344V
Tel: 416-863-2958
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Email: pamela.huff@blakes.com

Kelly Peters - LSUC#: 59914W
Tel: 416-863-4271
Fax: 416-863-2653
Email: kelly.peters@blakes.com

Independent Counsel for Alvarez & Marsal Canada Inc.,
in its capacity as both Receiver and Manager, and
Construction Lien Trustee of the assets, undertakings
and property of Urbancorp (Leslieville) Developments
Inc., Urbancorp (Riverdale) Developments Inc., and
Urbancorp (The Beach) Developments Inc.

TAB 4

Court File No. CV-16-11409-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 2 nd
)	
MR. JUSTICE NEWBOULD	)	DAY OF MAY, 2017

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC.**

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, section 68 of the *Construction Lien Act*, R.S.O. 1990,
c. C.30, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

**SETTLEMENT APPROVAL ORDER
(RE: LESLIEVILLE PROJECT)**

THIS MOTION, made by Alvarez & Marsal Canada Inc. (“**A&M**”), in its capacity as receiver and manager (in such capacity, the “**Receiver**”), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (“**BIA**”), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended, and in its capacity as construction lien trustee (in such capacity, the “**Construction Lien Trustee**”), pursuant to section 68 of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (“**CLA**”) (the Receiver, together with the Construction Lien Trustee, the “**Construction Receiver**”), of all of the assets, undertakings, and property acquired for, or used in relation to the business, including all proceeds thereof (the “**Property**”) of Urbancorp (Leslieville) Developments Inc. (“**UC Leslieville**”), Urbancorp

(Riverdale) Developments Inc. (“**UC Riverdale**”) and Urbancorp (The Beach) Developments Inc. (“**UC Beach**”, together with UC Riverdale, and UC Leslieville, the “**Debtors**”), for an order approving various agreements and arrangements in order to give effect to a proposed settlement amongst the Syndicate, Terra Firma, Craft, and the Ad Hoc Leslieville Purchasers (each as defined in **Schedule “A”** hereto, and collectively, the “**Settlement Parties**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and the second report of the Construction Receiver dated April 21, 2017 (the “**Second Report**”) and on hearing the submissions of counsel for the Construction Receiver, the Syndicate, Terra Firma, Craft, the Ad Hoc Leslieville Purchasers, Tarion, and Travelers, no one else appearing for any other person on the service list although properly served as appears from the affidavit of service of Nancy Thompson sworn April 21, 2017, filed,

DEFINITIONS

1. **THIS COURT ORDERS** that capitalized terms shall have the meanings given to them in **Schedule “A”** hereto.

CONDITION PRECEDENT TO THIS ORDER

2. **THIS COURT ORDERS** that this Order will only become effective upon the filing by the Construction Receiver with the Court of a certificate confirming the satisfaction or waiver by the Settlement Parties of the Opt-In Threshold no later than two Business Days after the Ultimate Rescission Bar Date, or such later date as may be agreed to by the Settlement Parties. The date of the filing of such certificate shall be the Effective Date.

AUTHORITY TO ENTER INTO AGREEMENTS AND DOCUMENTS FOR AND ON BEHALF OF UC LESLIEVILLE

3. **THIS COURT ORDERS** that the Construction Receiver is hereby authorized to execute such agreements authorized by paragraphs 4, 8, 10, 25, 26, 27, 28, 31 and 41 of this Order in the name of and for and on behalf of UC Leslieville, and not in its personal or corporate

capacity, and shall be without any liability on the part of the Construction Receiver or its directors, officers, agents and employees.

SALE OF UNITS TO OPT-IN LESLIEVILLE PURCHASERS

4. **THIS COURT ORDERS AND DECLARES** that each sale transaction contemplated by each New APS to be entered into between UC Leslieville and an Opt-In Leslieville Purchaser (each such transaction, a “**New APS Transaction**”) is hereby approved, with such non-material amendments as the Construction Receiver may deem necessary or desirable. The Construction Receiver is hereby authorized and directed to take such additional steps and execute and deliver such additional documents as may be necessary or desirable for the completion of each New APS Transaction and for the conveyance of the applicable Unit to the applicable Opt-In Leslieville Purchaser.

OPT-IN LESLIEVILLE PURCHASERS’ PREMIUM CHARGE

5. **THIS COURT ORDERS** that each Opt-In Leslieville Purchaser shall be entitled to the benefit of and hereby is granted a fixed and specific charge (the “**Purchasers’ Premium Charge**”) on the Leslieville Project as security for the reimbursement of the amount of the Premium paid by such Opt-In Leslieville Purchaser pursuant to its New APS. The Purchasers’ Premium Charge shall have the priority set out in paragraph 49 hereof.

SALE OF UNSOLD UNITS TO NEW PURCHASERS

6. **THIS COURT ORDERS** that Craft is hereby authorized to market each Unit that is not otherwise sold to an Opt-In Leslieville Purchaser (each, an “**Unsold Unit**”) pursuant to the Marketing Plan approved by the Construction Receiver, the Syndicate, and Terra Firma in accordance with the Craft Development Contract or as otherwise approved by the Court.

7. **THIS COURT ORDERS** that the form of Standard Form Sale Agreement to be offered to prospective purchasers of Unsold Units is hereby approved, with such non-material amendments as the Construction Receiver may deem necessary or desirable (including, without limitation, additional provisions relating to any non-resident or foreign purchaser taxes as may be

introduced after the date hereof), provided that the purchase price for an Unsold Unit shall be not less than the Minimum Unit Price.

8. **THIS COURT ORDERS AND DECLARES** that each sale transaction contemplated by each Standard Form Sale Agreement to be entered into between UC Leslieville and a New Leslieville Purchaser (each such transaction, a “**Subsequent Sale Transaction**”) is hereby approved, and the execution of the Standard Form Sale Agreement by the Construction Receiver is hereby authorized and approved. The Construction Receiver is hereby authorized and directed to take such additional steps and execute and deliver such additional documents as may be necessary or desirable for the completion of each Subsequent Sale Transaction and for the conveyance of the applicable Unsold Unit to each New Leslieville Purchaser, including for greater certainty, the Tarion Addendum and the Disclosure Documentation (as approved pursuant to the Purchaser Package Approval Order).

FUNDING FAILURE

9. **THIS COURT ORDERS** that, notwithstanding anything to the contrary in the New APS or Standard Form Sale Agreement (including the Tarion Addendum), if at any time the Construction Receiver determines in its sole discretion that a Funding Failure has occurred then, provided that no Opt-In Purchaser or New Leslieville Purchaser has entered into occupancy of his/her Unit pursuant to the terms of his/her New APS or Standard Form Sale Agreement, as the case may be, the Construction Receiver is hereby authorized to deliver to each Opt-In Leslieville Purchaser and New Leslieville Purchaser a Funding Failure Notice, and upon the delivery of such Funding Failure Notice: (a) the authority of the Construction Receiver to execute each such New APS and Standard Form Sale Agreement is withdrawn and each such New APS and Standard Form Sale Agreement is hereby deemed terminated and null and void and of no force and effect as a result of the Funding Failure, and (b) the Construction Receiver shall only return (i) to each Opt-In Leslieville Purchaser, the New Deposit paid by such Opt-In Leslieville Purchaser, and (ii) to each New Leslieville Purchaser, all deposit monies paid by the New Leslieville Purchaser, in each case, together with any interest required by law, and no other amounts, and (c) the Opt-In Purchasers and the New Leslieville Purchasers shall have no claim

of any kind whatsoever against the Construction Receiver (in its personal capacity, corporate capacity or otherwise) as a result of a Funding Failure.

VESTING OF RESIDENTIAL UNITS

10. **THIS COURT ORDERS** that the Construction Receiver is hereby authorized and directed to deliver transfers/deeds in the form prescribed by the *Land Registration Reform Act* (but excluding the implied covenants thereunder) duly executed (or deemed to be executed through electronic signature) by the Construction Receiver (each a “**Transfer/Deed**”) with respect to each Unit to be conveyed pursuant to a New APS or a Standard Form Sale Agreement, as applicable, in favour of each Opt-In Leslieville Purchaser or New Leslieville Purchaser, as applicable.

11. **THIS COURT ORDERS AND DECLARES** that, upon the registration in the Land Titles Division of the Toronto Land Registry Office (No. 66) of each Transfer/Deed in respect of a Unit, all of UC Leslieville’s right, title and interest in and to the Unit described in the Transfer/Deed shall vest absolutely in the transferee named in such Transfer/Deed, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims with respect to such Unit (including, without limitation, the claims of all Existing Leslieville Purchasers and Leslieville Assignors), whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, encumbrances, title retention agreements, each and every Original Leslieville APS, judgments, adverse claims or interests, exceptions, reservations, easements, encroachments, servitudes, restrictions on use, any right of occupancy, any matter capable of registration against title, options, rights of first refusal or similar rights, rights of pre-emption or privilege or any contract creating any of the foregoing (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by this Order and the Order of Mr. Justice Newbould dated May 31, 2016; (ii) all

charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule “B”** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule “C”** (the "**Permitted Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the applicable Unit referenced in a Transfer/Deed are hereby expunged and discharged as against such Unit.

12. **THIS COURT ORDERS** that, upon the registration in the Land Titles Division of the Toronto Land Registry Office (No. 66) of each Transfer/Deed in respect of a Unit, the Land Registrar is hereby directed to enter the transferee named in such Transfer/Deed as the owner of the Unit described in such Transfer/Deed in fee simple, and is hereby directed to delete and expunge from title to the Unit described in each such Transfer/Deed all of the Claims listed in **Schedule “B”** hereto, including such further Claims as may have arisen and/or been registered against title to such Unit as more particularly set out by way of solicitor’s statement or affidavit annexed to such Transfer/Deed (as contemplated by **Schedule “B”**), and such solicitor’s statement will also confirm, in respect of such Subsequent Sale Transactions, that the Minimum Unit Price has been satisfied.

REPUDIATION AND TERMINATION OF EACH ORIGINAL LESLIEVILLE APS

13. **THIS COURT ORDERS** that the Construction Receiver be and is hereby authorized to repudiate each and every Original Leslieville APS, without a requirement to deliver a written notice, with such repudiation to be effective (a) in respect of each Opt-Out Leslieville Purchaser and each Unpaid Leslieville Assignor, on the Effective Date, and (b) in respect of each Opt-In Leslieville Purchaser, on either (i) the date of the registration of the applicable Transfer/Deed on the closing of the applicable New APS Transaction, or (ii) the date of the termination of the New APS in accordance with its term or deemed termination of the New APS in accordance with paragraph 9 of this Order (each such date, a "**Repudiation Date**").

14. **THIS COURT ORDERS AND DECLARES** that as a result of the repudiation by the Construction Receiver pursuant to paragraph 13 of this Order, each Original Leslieville APS is not capable of performance and may be terminated by each Existing Leslieville

Purchaser. Notice of the termination by each Existing Leslieville Purchaser of their Original Leslieville APS shall be deemed to be provided to the Construction Receiver on, and effective as of, the applicable Repudiation Date. Notwithstanding the termination of such Original Leslieville APS, any claim against Tarion or Travelers shall be dealt with in accordance with paragraphs 17 to 19 of this Order.

COMMISSIONS ON AN ORIGINAL LESLIEVILLE APS

15. **THIS COURT ORDERS AND DECLARES** that all Original Co-Operating Brokers shall have no claim, including without limitation a claim for fees or commissions, to any proceeds paid by an Opt-In Leslieville Purchaser on the closing of a New APS Transaction.

NON-RECOURSE AGAINST PROPERTY

16. **THIS COURT ORDERS AND DECLARES** that all Existing Leslieville Purchasers and Leslieville Assignors shall have no right, title, interest, claim or recourse as against any of the Property of the Debtors, and any such claim held by an Existing Leslieville Purchaser or a Leslieville Assignor against the Debtors shall be limited to (a) an unsecured claim against the estate of UC Leslieville, (b) a Tarion Deposit Claim, and (c) an Excess Deposit Insurance Claim, each to the extent available.

RECOURSE FOR DEPOSIT CLAIMS

17. **THIS COURT ORDERS** that any Tarion Deposit Claim or Excess Deposit Insurance Claim asserted against Tarion or Travelers, respectively, shall be dealt with in accordance with the terms of this Order.

18. **THIS COURT ORDERS AND DECLARES** that the following persons shall be authorized and permitted to assert, to the extent available, a Tarion Deposit Claim against Tarion and an Excess Deposit Insurance Claim against Travelers, in each case, only after the Repudiation Date of the applicable Original Leslieville APS as provided pursuant to paragraph 13 of this Order:

- (a) each Unpaid Leslieville Assignor;

- (b) each Opt-Out Leslieville Purchaser, but excluding a Non-Paying Leslieville Assignee; and
- (c) each Opt-In Leslieville Purchaser on the termination of such Opt-In Leslieville Purchaser's New APS as a result of a breach by UC Leslieville and not a breach or default by such Opt-In Leslieville Purchaser.

19. **THIS COURT ORDERS** that, notwithstanding any agreement to the contrary (including, without limitation, the terms of any assignment agreement between a Leslieville Assignee and its Leslieville Assignor):

- (a) each Paid-up Leslieville Assignor shall be forever estopped and enjoined from asserting a Tarion Deposit Claim and Excess Deposit Insurance Claim against Tarion and Travelers in respect of the applicable Original Leslieville APS, respectively; and
- (b) the recourse of each Paid-up Leslieville Assignee who: (i) opts out of the proposed settlement, or (ii) opts in but whose New APS does not close for any reason other than the breach or default of such Paid-Up Leslieville Assignee, in each case, as against each applicable Paid-Up Leslieville Assignor shall be limited to any amounts properly due and owing to such Paid-up Leslieville Assignee pursuant to the terms of the applicable assignment agreement that are not recovered from Tarion and Travelers, respectively.

The foregoing provisions of this paragraph 19 do not extend to Tarion Deposit Claims and Excess Deposit Insurance Claims by any Unpaid Leslieville Assignor or to any claims as between a Non-Paying Leslieville Assignee and its Unpaid Leslieville Assignor.

20. **THIS COURT ORDERS** that the Construction Receiver is hereby authorized and empowered to share information with Tarion and Travelers, including information with respect to Existing Leslieville Purchasers and Leslieville Assignors, as requested by Tarion and Travelers to assist in the administration and processing of Tarion Deposit Claims and Excess

Deposit Insurance Claims as set out in this Order. Tarion and Travelers shall have the right to seek advice and directions with respect to the terms of this Order.

TARION CHARGE

21. **THIS COURT ORDERS** that Tarion shall be entitled to the benefit of and hereby is granted a fixed and specific charge (the “**Tarion Charge**”) on the Leslieville Project as security for its obligations under the ONHWPA to the Opt-In Leslieville Purchasers, New Leslieville Purchasers and the Condominium Corporation, provided that the Tarion Charge shall be limited to the Tarion Charge Amount at the time of any distribution of the Proceeds of Realization to Tarion pursuant to paragraph 55 hereof. The Tarion Charge shall have the priority set out in paragraph 49 hereof.

22. **THIS COURT ORDERS** that Tarion shall be entitled to the benefit of and hereby is granted a fixed and specific charge (the “**Tarion Residual Charge**”) on the Leslieville Project as further security for any of its obligations under the ONHWPA to the Opt-In Leslieville Purchasers, New Leslieville Purchasers and the Condominium Corporation, provided that the Tarion Residual Charge shall be limited to the Tarion Residual Reserve Amount at the time of any distribution of the Proceeds of Realization to Tarion pursuant to paragraph 55 hereof. The Tarion Charge shall have the priority set out in paragraph 49 hereof.

TRAVELERS EXCESS INSURANCE POLICY AND CASH COLLATERAL

23. **THIS COURT ORDERS AND DECLARES** that, subject to payment of the premiums thereunder, the Travelers Master Excess Claims Policy is in full force and effect notwithstanding this Receivership Proceeding.

24. **THIS COURT ORDERS** that, notwithstanding anything to the contrary contained in this Order, none of the Court Ordered Charges shall have priority over Travelers with respect to the Travelers Cash Collateral and that Travelers shall be entitled to exercise its rights and remedies against the Travelers Cash Collateral from time to time to satisfy outstanding Travelers Secured Obligations as they arise, including the payment of any outstanding premiums

under the Travelers Master Excess Claims Policy. The Travelers Mortgage shall have the priority set out in paragraphs 52(d) and 55.

CRAFT CONSTRUCTION CONTRACT

25. **THIS COURT ORDERS AND DECLARES** that the Craft Construction Contract is hereby approved, and the execution and delivery of the Craft Construction Contract by the Construction Receiver is hereby ratified, authorized and approved. The Construction Receiver is hereby authorized and directed to take such additional steps and execute and deliver such additional documents as may be necessary or desirable from time to time to give effect to the Craft Construction Contract, including without limitation, the entering into, and execution and delivery of, any non-material amendments to the Craft Construction Contract as the Construction Receiver may deem necessary or desirable.

ENGAGEMENT OF PROJECT MONITOR

26. **THIS COURT ORDERS AND DECLARES** that the Project Monitor Engagement is hereby approved, and the execution and delivery of the Project Monitor Engagement by the Construction Receiver is hereby authorized and approved. The Construction Receiver is hereby authorized and directed to take such additional steps and execute and deliver such additional documents as may be necessary or desirable from time to time to give effect to the Project Monitor Engagement, including without limitation, the entering into, and execution and delivery of, any non-material amendments to the Project Monitor Engagement as the Construction Receiver may deem necessary or desirable.

CRAFT DEVELOPMENT CONTRACT

27. **THIS COURT ORDERS AND DECLARES** that the Craft Development Contract (which includes, without limitation, the requirement for the provision of the Craft Cash Collateral by Craft and the payment of interest thereon, and the payment of an Earned Management Fee, Deferred Management Fee and Craft Success Fee), is hereby approved and the execution and delivery of the Craft Development Contract by the Construction Receiver is

hereby ratified, authorized and approved, with such non-material amendments as the Construction Receiver may deem necessary or desirable from time to time.

28. **THIS COURT ORDERS** the Construction Receiver is hereby authorized to take such additional steps and execute and deliver such additional documents contemplated by the Craft Development Contract, including without limitation, any and all necessary site plan and condominium applications, plan of subdivision applications, application for part lot control exemption by-laws, and other similar application and agreements in order for Craft to perform the Development Services pursuant to the Craft Development Contract.

29. **THIS COURT ORDERS** that Craft shall be entitled to the benefit of and hereby is granted a fixed and specific charge (the “**Craft Deferred Management Fee Charge**”) on the Leslieville Project as security for the payment of the Deferred Management Fee, provided such Deferred Management Fee is earned in accordance with the Craft Development Contract. The Craft Deferred Management Fee Charge shall have the priority set out in paragraph 49 hereof.

30. **THIS COURT ORDERS** that Craft shall be entitled to the benefit of and hereby is granted a fixed and specific charge (the “**Craft Success Fee Charge**”) on the Leslieville Project as security for the payment of the Craft Success Fee, provided such Craft Success Fee is earned in accordance with the Craft Development Contract. The Craft Success Fee Charge shall have the priority set out in paragraph 49 hereof.

VACANT LOT

31. **THIS COURT ORDERS** that, subject to the satisfaction of the Vacant Lot Conditions as set out in the Craft Development Contract, the Construction Receiver is hereby authorized and directed to execute and deliver a Transfer/Deed with respect to the Vacant Lot in favour of Craft or such transferee as designated by Craft in writing to the Construction Receiver.

32. **THIS COURT ORDERS AND DECLARES** that upon the registration in the Land Titles Division of the Toronto Land Registry Office (No. 66) of the Transfer/Deed in respect of the Vacant Lot, all of UC Leslieville’s right, title and interest in and to the Vacant Lot as more particularly described in the Transfer/Deed shall vest absolutely in the transferee named

in such Transfer/Deed, free and clear of and from any and all Encumbrances and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Vacant Lot are hereby expunged and discharged as against the Vacant Lot.

33. **THIS COURT ORDERS** that, upon the registration in the Land Titles Division of the Toronto Land Registry Office (No. 66) of a Transfer/Deed in respect of the Vacant Lot, the Land Registrar is hereby directed to enter the transferee named in any such Transfer/Deed as the owner of the Vacant Lot in fee simple, and is hereby directed to delete and expunge from title to the Vacant Lot as described in such Transfer/Deed, all of the Claims listed in **Schedule “B”** hereto, including such further Claims as may have arisen and/or been registered against title to the Vacant Lot as more particularly set out by way of solicitor’s statement or affidavit annexed to such Transfer/Deed (as contemplated by **Schedule “B”**).

GEO-THERMAL SYSTEM

34. **THIS COURT ORDERS** that Craft is hereby authorized to market the right to operate and, if legally available, the right to own the Geo-Thermal System (if repaired and commissioned in accordance with the Craft Construction Contract) (the “**Craft Collateral**”) pursuant to the Geo-Thermal System Marketing Process to be agreed to by the Construction Receiver and Craft or otherwise approved by the Court.

35. **THIS COURT ORDERS** that any proceeds arising from a transaction in respect of the Craft Collateral (the “**Geo-Thermal System Proceeds**”) shall be applied as follows:

- (a) first, to Craft in the aggregate amount of the Craft Geo-Thermal Costs, if any, and the Geo-Thermal Loan, if any; and
- (a) the balance, if any, to be added to Proceeds of Realization to be distributed pursuant to the Waterfall set out in paragraph 55 of this Order.

36. **THIS COURT ORDERS** that Craft, as security for the Craft Geo-Thermal Costs and the Geo-Thermal Loan, if any, shall be entitled to the benefit of and hereby is granted:

- (a) a first priority fixed and specific charge (the “**Craft Geo-Thermal Proceeds Charge**”) on the Craft Collateral; and
- (b) a fixed and specific charge (the “**Craft Geo-Thermal Charge**”) on the Leslieville Project, and shall have the priority set out in paragraph 49 hereof.

FINANCING OF LESLIEVILLE CONSTRUCTION

37. **THIS COURT ORDERS AND DECLARES** that the Construction Receiver is hereby authorized and empowered to obtain and borrow under credit facilities provided by the Syndicate Construction Loan Agreement and the Craft Loan Agreement, and the execution and delivery by the Construction Receiver of each of such agreements is hereby ratified, authorized and approved. The Construction Receiver is hereby authorized and directed to take such additional steps and execute and deliver such additional documents as may be necessary or desirable from time to time to give effect to the Syndicate Construction Loan Agreement and/or the Craft Loan Agreement, including without limitation, the entering into, and execution and delivery of, any non-material amendments to the Syndicate Construction Loan Agreement and/or the Craft Loan Agreement as the Construction Receiver may deem necessary or desirable.

38. **THIS COURT ORDERS** that the Construction Receiver is hereby authorized and empowered to execute and deliver such mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Syndicate Construction Loan Agreement and the Craft Loan Agreement, respectively, or as may be reasonably required by the Syndicate or Craft pursuant to the terms thereof, and the Construction Receiver is hereby authorized and directed to pay the Syndicate Construction Loan Obligations and Craft Construction Secured Obligations to the Syndicate and Craft, respectively, from the Proceeds of Realization as and when such Proceeds of Realization become available for distribution by the Construction Receiver in accordance with the Waterfall.

39. **THIS COURT ORDERS** that the Syndicate shall be entitled to the benefit of and hereby is granted a fixed and specific charge (the “**Syndicate Charge**”) on the whole of the Property of the Debtors as security for the payment of the Syndicate Construction Loan

Obligations (which includes any Syndicate COR Funded Amount and any Syndicate COR Commitment Fee), together with interest and charges thereon, as applicable. The Syndicate Charge shall have the priority set out in paragraph 49 hereof.

40. **THIS COURT ORDERS** that Craft shall be entitled to the benefit of and hereby is granted a fixed and specific charge (the “**Craft Construction Charge**”) on the Leslieville Project as security for the payment of the Craft Construction Secured Obligations (which includes any Craft COR Funded Amount and any Craft COR Commitment Fee), together with interest and charges thereon as applicable. The Craft Construction Charge shall have the priority set out in paragraph 49 hereof.

TF COST OVERRUN AGREEMENT

41. **THIS COURT ORDERS AND DECLARES** that the TF Cost Overrun Agreement is hereby approved, and the execution and delivery of the TF Cost Overrun Agreement by the Construction Receiver is hereby ratified, authorized and approved. The Construction Receiver is hereby authorized and directed to take such additional steps and execute and deliver such additional documents as may be necessary or desirable from time to time to give effect to the TF Cost Overrun Agreement, including without limitation, the entering into, and execution and delivery of, any non-material amendments to the TF Cost Overrun Agreement as the Construction Receiver may deem necessary or desirable.

42. **THIS COURT ORDERS** that Terra Firma shall be entitled to the benefit of and hereby is granted a fixed and specific charge (the “**TF Cost Overrun Agreement Charge**”) on the Property of UC Leslieville and UC Beach as security for the payment of the TF Cost Overrun Funded Amount, together with interest and charges thereon. The TF Cost Overrun Agreement Charge shall have the priority set out in paragraph 49 hereof.

43. **THIS COURT ORDERS** that in the event that Terra Firma defaults in funding a Cost Overrun, and either Craft or the Syndicate fund the Construction Receiver for such Cost Overrun or in the case of Craft, pay such Cost Overrun directly in accordance with the provisions of the TF Cost Overrun Agreement, the Craft Construction Contract and/or the Craft

Development Contract (such amount, a “**Craft COR Funded Amount**” and a “**Syndicate COR Funded Amount**”, respectively), then subject to applicable law:

- (a) Craft shall be entitled to charge (i) a commitment fee in an amount of up to \$250,000 (the “**Craft COR Commitment Fee**”), and (ii) a deferred fee in the amount equal to 25% of each Craft COR Funded Amount (the “**Craft COR Deferred Fee**”), for each Craft COR Funded Amount paid by Craft; and
- (b) the Syndicate shall be entitled to charge (i) a commitment fee in an amount of up to \$250,000 (the “**Syndicate COR Commitment Fee**”), and (ii) a deferred fee in the amount equal to 25% of each Syndicate Cost Overrun Funded Amount (the “**Syndicate COR Deferred Fee**”), for each Syndicate COR Funded Amount paid by the Syndicate.

44. **THIS COURT ORDERS** that Craft shall be entitled to add the amount of each Craft COR Funded Amount and each Craft COR Commitment Fee to the principal amount outstanding under the Craft Loan Agreement on the date of the advance of such Craft COR Funded Amount.

45. **THIS COURT ORDERS** that Craft shall be entitled to the benefit of and hereby is granted a fixed and specific charge (the “**Craft COR Deferred Fee Charge**”) on the Leslieville Project as security for the payment of all Craft COR Deferred Fees. The Craft COR Deferred Fee Charge shall have the priority set out in paragraph 49 hereof.

46. **THIS COURT ORDERS** that the Syndicate shall be entitled to add the amount of each Syndicate COR Funded Amount and each Syndicate COR Commitment Fee to the principal amount outstanding under the Syndicate Construction Loan Agreement on the date of the advance of such Syndicate COR Funded Amount.

47. **THIS COURT ORDERS** that the Syndicate shall be entitled to the benefit of and hereby is granted a fixed and specific charge (the “**Syndicate COR Deferred Fee Charge**”) on the whole of the Property of the Debtors as security for the payment of all Syndicate COR

Deferred Fees. The Syndicate COR Deferred Fee Charge shall have the priority set out in paragraph 49 hereof.

48. **THIS COURT ORDERS** that in the event that the Syndicate defaults in providing any advance of loans under the Syndicate Construction Loan Agreement which has been requested by the Construction Receiver and for which all conditions precedent thereunder have been satisfied (a “**Defaulted Syndicate Advance**”) and either or both of Craft and Terra Firma fund such Defaulted Syndicate Advance in accordance with the TF Cost Overrun Agreement (such amount, a “**Syndicate Default Funded Amount**”), then Craft and/or Terra Firma, as the case may be, shall be entitled to the benefit of and hereby is granted a fixed and specific charge (the “**Syndicate Loan Default Charge**”) on the whole of the Property of UC Leslieville and UC Beach as security for the payment of all such Syndicate Default Funded Amounts. The Syndicate Loan Default Charge shall have the priority set out in paragraph 49 hereof.

PRIORITY AND VALIDITY OF CHARGES

49. **THIS COURT ORDERS** that, subject to subparagraph 36(a) and paragraph 53 of this Order, the priorities of the Court Ordered Charges on the Leslieville Project, as among them, shall be as follows:

- (a) **First** – Construction Receiver’s Charge;
- (b) **Second** – Syndicate Charge (to the maximum amount of the Syndicate Construction Loan Obligations, including all applicable principal, interest, fees, charges and costs) and the Syndicate Loan Default Charge (to the maximum amount of all Syndicate Default Funded Amounts, including all applicable interest, fees charges and costs) on a *pari passu* basis;
- (c) **Third** – Construction Receiver’s Borrowings Charge (to the maximum principal amount of \$6.0 million, plus all applicable interest, fees, charges and costs);
- (d) **Fourth** – Craft Construction Charge (to the maximum amount of Craft Construction Secured Obligations, including all applicable principal, interest, fees, charges and costs);

- (e) **Fifth** – Craft Geo-Thermal Charge (to the maximum amount of the Craft Geo-Thermal Costs and Geo-Thermal Loan, if any);
- (f) **Sixth** – Craft Deferred Management Fee Charge (to the maximum amount of the Deferred Management Fee);
- (g) **Seventh** – Tarion Charge;
- (h) **Eighth** – Craft Success Fee Charge (to the maximum amount of the Craft Success Fee);
- (i) **Ninth** – Craft COR Deferred Fee Charge (to the maximum amount of all Craft COR Deferred Fees), and the Syndicate COR Deferred Fee Charge (to the maximum amount of all Syndicate COR Deferred Fees), on a *pari passu* and rateable basis;
- (j) **Tenth** – TF Cost Overrun Agreement Charge (to the maximum amount of the TF Cost Overrun Funded Amounts);
- (k) **Eleventh** - Purchasers’ Premium Charge (to the maximum amount of the aggregate Premiums paid by all Opt-In Leslieville Purchasers pursuant to their New APS); and
- (l) **Twelfth** – Tarion Residual Charge.

50. **THIS COURT ORDERS** that the filing, registration or perfection of all Court Ordered Charges shall not be required, and that all Court Ordered Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Court Ordered Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

51. **THIS COURT ORDERS** that the Court Ordered Charges or any of the Definitive Documents in connection with the Construction Receiver’s borrowings authorized by this Order or the Appointment Order shall not be enforced without leave of this Court.

52. **THIS COURT ORDERS** that, subject to the priorities among the Court Ordered Charges set out in paragraph 49 of this Order and sections 14.06(7), 81.4(4) and 81.6 of the BIA:

- (a) the Construction Receiver's Charge, the Syndicate Charge, the Syndicate Loan Default Charge and the Construction Receiver's Borrowings Charge shall rank in priority to all Encumbrances, but subordinate in priority to the Travelers Cash Collateral;
- (b) subject to paragraph 53 below, the Craft Geo-Thermal Proceeds Charge shall, as against the Craft Collateral, have the priority set out in paragraph 34;
- (c) subject to paragraph 53 below, the Craft Construction Charge, Craft Geo-Thermal Charge, and the Craft Deferred Management Fee Charge shall rank in priority to all Encumbrances, but subordinate in priority to (i) the Travelers Cash Collateral, (ii) the Holdback Deficiencies (up to the Holdback Reserve), (iii) the Priority Realty Claims (up to the Priority Realty Claims Reserve), and (iv) the Syndicate Pre-Filing Secured Obligations;
- (d) subject to paragraph 53 below, the Tarion Charge, the Craft Success Fee Charge, the Craft COR Deferred Fee Charge, the Syndicate COR Deferred Fee Charge, the TF Cost Overrun Agreement Charge, the Purchasers' Premium Charge, the Tarion Residual Charge shall rank in priority to all Encumbrances, but subordinate in priority to (i) the Travelers Cash Collateral, (ii) the Holdback Deficiencies (up to the Holdback Reserve), (iii) the Priority Realty Claims (up to the Priority Realty Claims Reserve), (iv) the Syndicate Pre-Filing Secured Obligation, and (v) the Travelers Secured Obligations secured by the Travelers Mortgage.

53. **THIS COURT ORDERS** that if a Major Event of Default has occurred and is continuing under either of the Craft Construction Contract or the Craft Development Contract, as defined therein, then subject to the terms and conditions as set out in the Craft Construction Contract and/or Craft Development Contract, on the earlier of: (i) notice in writing from the Construction Receiver to Craft as provided in the Craft Development Contract, and (ii) the termination of the Craft Development Contract:

- (a) Craft shall have no right or claim whatsoever to, and is forever barred from claiming, any payments or other consideration that might otherwise be due or become due under the Craft Development Contract and Craft Construction Contract (including, for certainty, the Deferred Compensation and the transfer of the Vacant Lot), except for the payments expressly provided for under such agreements in connection with a termination of such agreements relating to the Construction Work or Development Services actually performed or incurred by Craft or on behalf of Craft under either of such agreements; and
- (b) the repayment of the Craft Construction Secured Obligations, any Craft Geo-Thermal Costs or Geo-Thermal Loan (together with the Craft Construction Charge, the Craft Geo-Thermal Proceeds Charge and the Craft Geo-Thermal Charge) shall automatically be subordinated in priority such that repayment of the Craft Construction Secured Obligations and any Craft Geo-Thermal Costs or Geo-Thermal Loan shall only occur after repayment of the Terra Firma Indebtedness.

DISTRIBUTION WATERFALL

54. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, all Proceeds of Realization shall stand in the place and stead of the Leslieville Project, and that as and when the Leslieville Project is sold, all Claims and Encumbrances shall attach to the net Proceeds of Realization with the same priority as they had with respect to the Leslieville Project immediately prior to the transfers as set out and permitted in this Order, as if the Leslieville Project had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the transfers.

55. **THIS COURT ORDERS** that, subject to the receipt of Proceeds of Realization as contemplated by this Order or any subsequent transaction with the Construction Receiver, the Construction Receiver is hereby authorized and directed to distribute from time to time, and without further Order of the Court, the Proceeds of Realization (other than any Geo-Thermal System Proceeds, which shall be distributed in accordance with paragraph 35, and other than the Travelers Cash Collateral, which may be used by Travelers in accordance with paragraph 24) as

and when such Proceeds of Realization become available for distribution by the Construction Receiver as follows (the “**Waterfall**”):

- (a) first, to the Construction Receiver, the amount of the Construction Receiver’s Reserve;
- (b) second, on a *pari passu* and rateable basis (i) to the Administrative Agent, the amount of the Syndicate Construction Loan Obligations (including, for certainty, any Syndicate COR Funded Amount and any Syndicate COR Commitment Fee) secured by the Syndicate Charge; and (ii) to Craft and Terra Firma, as applicable, the amount of the Syndicate Default Funded Amounts secured by the Syndicate Loan Default Charge;
- (c) third, to the Administrative Agent, the amount of the Construction Receiver’s obligations owing to the Syndicate for monies borrowed pursuant to the Construction Receiver’s Borrowings Charge;
- (d) fourth, to the Construction Receiver, the amount of the Holdback Reserve and the Priority Claims Reserve;
- (e) fifth, to the Administrative Agent, the amount of the Syndicate Pre-Filing Secured Obligations;
- (f) sixth, subject to paragraph 53, to Craft, (i) the amount of the Craft Construction Secured Obligations (including, for certainty, any Craft COR Funded Amount and any Craft COR Commitment Fee) secured by the Craft Construction Charge, and (ii) the Craft Geo-Thermal Costs and Geo-Thermal Loan secured by the Craft Geo-Thermal Charge, and (iii) the Deferred Management Fee secured by the Craft Deferred Management Fee Charge;
- (g) seventh, to Travelers in respect of the Travelers Secured Obligations secured by the Travelers Mortgage, including: (i) the amount of monies paid by Travelers in respect of Excess Deposit Insurance Claims, (ii) as cash collateral, an amount reasonably estimated by Travelers, and approved by the Construction Receiver

at the time of distribution, with respect to any remaining potential Excess Deposit Insurance Claims in connection with any Original Leslieville APS, (iii) the amount of monies paid by Travelers to Tarion with respect to Tarion Deposit Claims pursuant to the Tarion Bond, and (iv) as cash collateral, an amount equal to the then outstanding Tarion Bond Amount. For certainty, the foregoing amounts shall be calculated taking into account any then remaining Travelers Cash Collateral. The cash collateral to be paid to Travelers pursuant to this subparagraphs 55(g)(ii) and (iv) hereof is to be held by Travelers upon terms and conditions to be agreed upon by the Construction Receiver, Terra Firma, the Syndicate and Craft or as otherwise ordered by the Court as security for the obligations described in such subparagraphs.

- (h) eighth, to Tarion, as cash collateral in an amount equal to the Tarion Charge Amount at the time of distribution to Tarion as security for its obligations under the ONHWPA to the Opt-In Leslieville Purchasers, the New Leslieville Purchasers and the Condominium Corporation. The cash collateral to be paid to Tarion pursuant to this subparagraph 55(h) is to be held by Tarion upon terms and conditions to be agreed upon by the Construction Receiver, Terra Firma, the Syndicate and Craft or as otherwise ordered by the Court as security for the obligations described in this paragraph;
- (i) ninth, subject to paragraph 53, to Craft, the amount of the Craft Success Fee secured by the Craft Success Fee Charge;
- (j) tenth, *pari passu* and rateably, to (i) Craft, in the aggregate amount of all Craft COR Deferred Fees, and (ii) the Syndicate, in the aggregate amount of all Syndicate COR Deferred Fees, if applicable;
- (k) eleventh, to Terra Firma, in an amount not exceeding the sum of (i) \$6.5 million on account of the Terra Firma Indebtedness, and (ii) the aggregate of all TF Cost Overrun Funded Amounts secured by the TF Cost Overrun Agreement Charge;

- (l) twelfth, *pari passu* and rateably to (i) Terra Firma (up to the remaining Terra Firma Indebtedness, if any) and (ii) the Opt-In Leslieville Purchasers (for the aggregate amount of the Premiums paid by all Opt-In Leslieville Purchasers pursuant to the New APS), with such amount allocated to the Opt-In Leslieville Purchasers to be distributed on a *pari passu* and rateable basis amongst all Opt-In Leslieville Purchasers; and
- (m) thirteenth, to Tarion and/or the Construction Receiver, as cash collateral in an amount equal to the Tarion Residual Reserve Amount at the time of distribution to Tarion as security for its obligations under the ONHWPA to the Opt-In Leslieville Purchasers, the New Leslieville Purchasers and the Condominium Corporation. The cash collateral pursuant to this subparagraph 55(m) is to be held by Tarion and/or the Construction Receiver upon terms and conditions to be agreed upon by Tarion, the Construction Receiver, Terra Firma, the Syndicate and Craft or as otherwise ordered by the Court as security for the obligations described in this paragraph;
- (n) the balance, if any, to unsecured creditors of the Debtors on a pro-rata basis, such claims to be determined, if necessary, by further order of the Court.

56. **THIS COURT ORDERS** that, any payments, distributions and disbursements under this Order by the Construction Receiver shall not constitute a “distribution” for the purposes of section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 107 of the *Corporations Tax Act* (Ontario), section 117(1) of the *Taxation Act, 2007* (Ontario), or any other similar federal or provincial tax legislation (collectively, the “**Tax Statutes**”), and that the Construction Receiver, in making such payments, distributions or disbursements is not “distributing”, nor shall be considered to “distribute” nor to have “distributed”, such funds for the purposes of the Tax Statutes, and shall have no obligation to obtain a clearance certificate in respect of such payments, distributions or disbursements. The Construction Receiver shall not incur any liability under the Tax Statutes in respect of its making any payments ordered or permitted by this Order, and is hereby forever released and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in

respect of payments made under this Order and any claims of this nature are hereby forever barred.

CONSTRUCTION LIEN CLAIMS AND HOLDBACK

57. **THIS COURT ORDERS** that, subject to the Waterfall set out in paragraph 55, upon receipt of any Proceeds of Realization, the Construction Receiver is hereby authorized and directed to retain from the Proceeds of Realization the amount of \$1,184,000 (the “**Holdback Reserve**”) in full and final satisfaction of all claims of the construction lien claimants of the Leslieville Project as set out at **Schedule “D”** hereto (the “**Lien Claimants**”) and their subcontractors, if any, in respect of any deficiencies in the holdbacks required to have been retained by any statutory “owner” of the Leslieville Project, as that term is defined in section 1(1) of the CLA that have priority to amounts that were owing to any mortgagee against the Leslieville Project pursuant to Part IV of the CLA (the “**Holdback Deficiencies**”).

58. **THIS COURT ORDERS** that the Construction Receiver is hereby authorized and directed to hold the Holdback Reserve in an interest bearing account for amounts owed to the Lien Claimants for Holdback Deficiencies and the Holdback Reserve shall stand in place and stead of the Leslieville Project, subject to the entirety of claims by the Lien Claimants, and their subcontractors, if any, with respect to Holdback Deficiencies, and all actions or proceedings commenced against UC Leslieville, the Administrative Agent, Travelers, and Terra Firma by the Lien Claimants, and their subcontractors, if any, with respect to the Holdback Deficiencies shall be satisfied by the Holdback Reserve.

59. **THIS COURT ORDERS** that, upon the establishment of the Holdback Reserve by the Construction Receiver, all actions or proceedings commenced by the Lien Claimants as set out at **Schedule “E”** hereto or their subcontractors, if any, as applicable, against UC Leslieville, Terra Firma, the Administrative Agent, and Travelers with respect to: (i) Holdback Deficiencies; (ii) trust or damage claims (if any); or (iii) otherwise claiming priority over any mortgagee (collectively, the “**Mortgagee Actions**”) are hereby dismissed as against UC Leslieville, Terra Firma, the Syndicate, as applicable, on a with prejudice without costs basis.

60. **THIS COURT ORDERS** that, upon settlement of the Holdback Deficiencies owed to the Lien Claimants from the Holdback Reserve, as may be agreed between Terra Firma, Travelers, the Administrative Agent and the Lien Claimants, with the consent of the Construction Receiver (the “**Settled Amounts**”), the Construction Receiver shall bring a motion or motions, as applicable, from time to time, as the Construction Receiver in its sole discretion deems appropriate, to pay the Settled Amounts to each of the Lien Claimants and to pay the amount, if any, by which the Holdback Reserve exceeds the Settled Amounts in accordance with the Waterfall set out in paragraph 55 of this Order.

61. **THIS COURT ORDERS** that this Order is without prejudice to the rights of the Construction Receiver, the Lien Claimants, or any of them, to, at any time, bring a motion(s) to the Court seeking, among other things, payment of their respective claims for Holdback Deficiencies, refer any issues to a Construction Lien Master or any relief with respect to the determination of their claims for Holdback Deficiencies to be paid from the Holdback Reserve.

PRIORITY REALTY TAX CLAIM RESERVE

62. **THIS COURT ORDERS** that, subject to the Waterfall set out in paragraph 55 of this Order, upon receipt of any Proceeds of Realization, the Construction Receiver is hereby authorized and directed to retain from the Proceeds of Realization an amount satisfactory to the Construction Receiver to be held by the Construction Receiver in an interest bearing account on account of any Priority Realty Tax Claims (the “**Priority Realty Tax Claim Reserve**”), and the Priority Realty Tax Claim Reserve shall stand in place and stead of the Property.

ROLE OF CONSTRUCTION RECEIVER

63. **THIS COURT ORDERS** that the obligations of the Construction Receiver with respect to the completion of the Leslieville Project shall be limited only to those obligations specified under the Project Agreements, and, for greater certainty, the Construction Receiver shall have no obligation or responsibility for any onsite supervision, review or certification of the Construction Work or the Development Services completed by Craft, its consultants, subcontractors and/or any other party, in respect of the Leslieville Project. The Construction Receiver shall at all times be entitled to rely only on that information provided by Craft, its

consultants and subcontractors, including but not limited to, with respect to information contained in the monthly progress reports provided by Craft to the Construction Receiver, the Project Monitor and the Administrative Agent, regarding the progress of the Construction Work and the Development Services. In exercising its limited mandate under the Project Agreements, the Construction Receiver is hereby authorized, as the Construction Receiver considers it advisable or appropriate, to consult with and rely on any information and advice provided by the Project Monitor. For greater certainty, the Construction Receiver is not a “declarant” within the meaning of the *Condominium Act* (Ontario) and shall not be liable for the obligations of a declarant arising thereunder.

64. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Construction Receiver under the Appointment Order, the Construction Receiver shall not be liable for any act or omission on the part of the Construction Receiver pertaining to the discharge of its duties under this Order, save and except for any claim or liability arising out of gross negligence or wilful misconduct on the part of the Construction Receiver. Nothing in this Order shall derogate from the protections afforded to the Construction Receiver by the BIA, any other federal or provincial legislation, applicable law, or the Appointment Order.

SEALING OF CONFIDENTIAL APPENDIX

65. **THIS COURT ORDERS** that, subject to further order of the Court, **Confidential Appendix “B”** and **Confidential Appendix “C”** to the Second Report shall be sealed, kept confidential, and not form part of the public record, but rather be placed, separate and apart from all other contents of the Court file, in a sealed envelope with a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of the Court.

GENERAL

66. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Vacant Lot, the Units in the applicable persons, the Court Ordered Charges, the reserves, payments, distributions and disbursements made pursuant to this Order, are made free and clear of any Encumbrances, and shall be binding on any trustee in bankruptcy that may be appointed in respect of each Debtor, and shall not be void or voidable by creditors of each Debtor, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

67. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Construction Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Construction Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Construction Receiver and its agents in carrying out the terms of this Order.

68. **THIS COURT ORDERS** that the Construction Receiver may apply from time to time to this Court for advice and directions in the discharge of its powers and duties hereunder, including, for greater certainty, with respect to the performance of its or UC Leslieville's obligations under any of the agreements approved herein.

69. **THIS COURT ORDERS** that pursuant to the BIA, section 195, this Order is subject to provisional execution notwithstanding any appeal therefrom.

SCHEDULE “A”**DEFINITIONS**

“**A&M**” shall have the meaning given to it in the recitals of this Order;

“**Ad Hoc Leslieville Purchasers**” means the forty-six (46) Existing Leslieville Purchasers represented by Dickinson Wright LLP;

“**Administrative Agent**” means Canadian Imperial Bank of Commerce, in its capacity as administrative agent for the Syndicate under the Syndicate Construction Loan and the Pre-Filing Syndicate Credit Agreement;

“**Appointment Order**” means the order of the Court dated May 31, 2016 appointing A&M as Construction Receiver of all of the Property of the Debtors;

“**BIA**” shall have the meaning given to it in the recitals of this Order;

“**Builder**” has the meaning given to it pursuant to the ONHWPA;

“**Business Days**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Toronto, Ontario;

“**CLA**” shall have the meaning given to it in the recitals of this Order;

“**Claims**” shall have the meaning given to it in paragraph 11;

“**Condominium**” means the condominium which will be created upon registration of the declaration against the Leslieville Project pursuant to the provisions of the *Condominium Act* (Ontario);

“**Condominium Corporation**” means the condominium corporation for the Condominium;

“**Construction Lien Trustee**” shall have the meaning given to it in the recitals of this Order;

“**Construction Receiver**” shall have the meaning given to it in the recitals of this Order;

“**Construction Receiver’s Borrowings Charge**” means the Receiver’s Borrowings Charge and the Construction Lien Trustee’s Charge as defined in paragraph 22 of the Appointment Order.

“**Construction Receiver’s Charge**” shall have the meaning given to it in paragraph 19 of the Appointment Order;

“**Construction Receiver’s Counsel**” means Gowlings WLG (Canada) LLP;

“**Construction Receiver’s Independent Counsel**” means Blake, Cassels & Graydon LLP;

“**Construction Receiver’s Reserve**” means a reserve in an amount satisfactory to the Construction Receiver to serve as cash collateral sufficient to secure the payment of the Professional Expenses;

“**Construction Work**” shall have the meaning given to it in the Craft Development Contract;

“**Cost Overrun**” shall the meaning given to it in the TF Cost Overrun Agreement;

“**Court Ordered Charges**” shall mean the Construction Receiver’s Charge, the Construction Receiver’s Borrowings Charge, the Syndicate Charge, the Craft Construction Charge, the Craft Deferred Management Fee Charge, the Craft Geo-Thermal Proceeds Charge, the Craft Geo-Thermal Charge, the TF Cost Overrun Agreement Charge, the Tarion Charge and the Purchasers’ Premium Charge;

“**Craft**” means C.R.A.F.T. Development Corporation;

“**Craft Cash Collateral**” shall have the meaning given to it in the Craft Development Contract.

“**Craft Collateral**” shall have the meaning given to it in paragraph 34 of this Order;

“**Craft Construction Charge**” shall have the meaning given to it in paragraph 40 of this Order;

“**Craft Construction Contract**” means the fixed price construction contract dated April 18, 2017 made between UC Leslieville by the Construction Receiver and Craft for the completion of the construction of the Leslieville Project, and as appended as **Appendix “C”** to the Second Report;

“**Craft Construction Secured Obligations**” means, collectively (without duplication), (i) the obligations of the Construction Receiver owing to Craft under the Craft Loan Agreement, (ii) all Craft COR Funded Amounts and all Craft COR Commitment Fees earned by the Craft pursuant to the TF Cost Overrun Agreement, (iii) all other amounts, costs or expenses funded to the Construction Receiver or paid by Craft pursuant to the terms of the Craft Construction Contract or Craft Development Contract which are expressly provided thereunder to be loans funded by Craft under the Craft Loan Agreement or costs to be reimbursed from the Proceeds of Realization with the same priority in the Waterfall as loans funded by Craft under the Craft Loan Agreement; and (iv) interest on the Craft Cash Collateral as provided for under the Craft Development Contract.

“**Craft COR Commitment Fee**” shall have the meaning given to it in paragraph 43(a) of this Order;

“**Craft COR Deferred Fee**” shall have the meaning given to it in paragraph 43(a) of this Order;

“**Craft COR Deferred Fee Charge**” shall have the meaning given to it in paragraph 45 of this Order;

“**Craft COR Funded Amount**” shall have the meaning given to it in paragraph 43 of this Order;

“**Craft Deferred Management Fee Charge**” shall have the meaning given to it in paragraph 29 of this Order;

“**Craft Development Contract**” means the development contract dated April 18, 2017 between UC Leslieville by the Construction Receiver and Craft for the provision by Craft of development services with respect to the Leslieville Project, and as appended as **Appendix “D”** to the Second Report;

“**Craft Geo-Thermal Charge**” shall have the meaning given to it in paragraph 36(b) of this Order;

“**Craft Geo-Thermal Costs**” shall have the meaning given to it in the Craft Construction Contract;

“**Craft Geo-Thermal Proceeds Charge**” shall have the meaning given to it in paragraph 36(a) of this Order;

“**Craft Loan Agreement**” means the loan agreement dated April 18, 2017 made between the Construction Receiver (as borrower) and Craft (as lender), and as appended as **Appendix “F”** to the Second Report;

“**Craft Success Fee**” means the fee equal to \$1 million to be paid to Craft in accordance with the Craft Development Contract and the Waterfall;

“**Craft Success Fee Charge**” shall have the meaning given to it in paragraph 30 of this Order;

“**Debtors**” shall have the meaning given to it in the recitals of this Order;

“**Defaulted Syndicate Advance**” shall have the meaning given to it in paragraph 48 of this Order;

“**Deferred Commitment Fee**” shall have the meaning given to it in the Syndicate Construction Loan Agreement;

“**Deferred Compensation**” shall have the meaning given to it in the Craft Development Contract;

“**Deferred Management Fee**” means a management fee equal to \$1,125,000 to be paid to Craft in accordance with the Craft Development Contract and the Waterfall;

“**Definitive Documents**” shall have the meaning given to it in paragraph 38 of this Order;

“**Development Services**” shall have the meaning given to it in the Craft Development Contract;

“**Disclosure Documentation**” means, in respect of the Condominium, the disclosure statement, first year budget statement, declaration, by-laws and rules, proposed condominium management agreement and draft plan of standard condominium;

“Earned Management Fee” shall have the meaning given to it in the Craft Development Contract to be paid to Craft in accordance with the Craft Development Contract and the Waterfall;

“Effective Date” shall have the meaning given to it in paragraph 2 of this Order;

“Encumbrances” shall have the meaning given to it in paragraph 11 of this Order;

“Excess Deposit Insurance Claim” means an insurance claim made pursuant to the Master Insurance Policy for Excess Condominium Deposits and Upgrade Monies (Policy No. 10031069) dated July 13, 2012 provided by Travelers for purchase price deposits paid to UC Leslieville or UC Leslieville’s solicitor in excess of the Tarion Deposit Claim;

“Existing Leslieville Purchaser” means a person who has entered into an Original Leslieville APS with UC Leslieville, or where such person or persons has/have assigned its/their Original Leslieville APS, the assignee(s) thereof;

“Funding Failure” means the occurrence of any of the following:

- (a) if, at any time and for whatever reason (including by reason of default by Craft or the repair or replacement of any damage or destruction to all or any part of the Leslieville Project), the estimated cost to complete the Construction Work (including rectifying all known Latent Defects and completing all warranty work) and the Development Services, as determined by the Project Monitor, acting reasonably, is greater than the aggregate amount of: (i) all funding available for the Leslieville Project pursuant to the Craft Loan Agreement, the Syndicate Construction Loan Agreement and, to the extent available, the Craft Cash Collateral, and (ii) Terra Firma (or to the extent permitted (or required) under the TF Cost Overrun Agreement, Craft and the Syndicate) declines (or fails) to fund the difference pursuant to the TF Cost Overrun Agreement; or
- (b) if, at any time, a Cost Overrun is not funded by Terra Firma as required under the TF Cost Overrun Agreement (or by Craft or the Syndicate as required or permitted under the TF Cost Overrun Agreement);

“Funding Failure Notice” means a notice in writing providing notice of a Funding Failure delivered by the Construction Receiver to the Opt-In Leslieville Purchasers and New Leslieville Purchasers, as applicable;

“Geo-Thermal Loan” has the meaning given to it in the Craft Development Contract;

“Geo-Thermal System” has the meaning given to it in the Craft Construction Contract;

“Geo-Thermal System Marketing Process” shall have the meaning given to it in the Craft Development Contract;

“Geo-Thermal System Proceeds” shall have the meaning given to it in paragraph 35 of this Order;

“**Holdback Deficiencies**” shall have the meaning given to it in paragraph 57 of this Order;

“**Holdback Reserve**” shall have the meaning given to it in paragraph 57 of this Order;

“**Latent Defect**” means shall have the meaning given to it in the Craft Construction Contract

“**Leslieville Assignee**” means an Existing Leslieville Purchaser who is an assignee under an Original Leslieville APS from a Leslieville Assignor;

“**Leslieville Assignor**” means a person who entered into an Original Leslieville APS with UC Leslieville, and assigned such Original Leslieville APS to a person or persons that are now an Existing Leslieville Purchaser;

“**Leslieville Project**” means the Leslieville Project Lands and the 55 unit low-rise residential development located on the Leslieville Project Lands and other improvements and all landscaping and interior decoration, all plant, machinery, improvements and equipment and all other property whether free standing or otherwise, auxiliary or ancillary thereto or connected therewith or added thereto, to be constructed or completed on, above or under the surface of the Leslieville Project Lands;

“**Leslieville Project Lands**” means the lands and premises situate in the City of Toronto, and which is currently municipally known as 50 Curzon Street, as more particularly described in **Schedule “F”** under the heading “Leslieville Project Lands”;

“**Lien Claimant**” shall have the meaning given to it in paragraph 57 of this Order;

“**Major Event of Default**” shall have the meaning given to it in the Craft Construction Contract or the Craft Development Contract, as applicable;

“**Marketing Plan**” shall have the meaning given to it in the Craft Development Contract;

“**Minimum Unit Price**” shall mean the minimum sale price for an Unsold Unit as set out in **Confidential Appendix “B”** to the Second Report, or such other price as maybe determined in accordance with the Craft Development Contract or otherwise approved by the Court;

“**Mortgagee Action**” shall have the meaning given to it in paragraph 59 of this Order;

“**New APS**” means an agreement of purchase and sale between UC Leslieville by the Construction Receiver and an Opt-In Leslieville Purchaser for a Unit, substantially in the form of **Schedule “B”** to the Purchaser Package Approval Order;

“**New APS Transaction**” shall have the meaning given to it in paragraph 4 of this Order;

“**New Leslieville Purchaser**” means a person who is a purchaser of an Unsold Unit pursuant to a Standard Form Sale Agreement;

“**Non-Paying Leslieville Assignee**” means a Leslieville Assignee who is an Opt-Out Leslieville Purchaser and has not paid all of the purchase price deposit monies outstanding under its

Original Leslieville APS either directly to UC Leslieville or reimbursed its Leslieville Assignor for such deposit amounts;

“**ONHWPA**” means the *Ontario New Home Warranties Plan Act* (Ontario) and all regulations prescribed thereunder, as may be amended from time to time;

“**Opt-In Deadline**” means [May 9th, 2017] at 5:00 pm (EST);

“**Opt-In Leslieville Purchaser**” means an Existing Leslieville Purchaser (a) who has delivered a fully executed and completed Opt-In Package to the Construction Receiver in accordance with the Purchaser Information Package Approval Order, and (b) who has not rescinded its New APS by the applicable Rescission Bar Date;

“**Opt-In Threshold**” means at least 40% of the Existing Leslieville Purchasers opt-in to the proposed settlement by the Opt-In Deadline and have not rescinded their New APS by the Ultimate Rescission Bar Date;

“**Opt-In Package**” shall have the meaning given to it in the Purchaser Package Approval Order;

“**Opt-Out Leslieville Purchaser**” means an Existing Leslieville Purchaser who is not an Opt-In Leslieville Purchaser;

“**Original Co-Operating Broker**” means a broker who entered into a co-operating broker agreement with UC Leslieville in connection with an Original Leslieville APS;

“**Original Leslieville APS**” means an existing agreement of purchase and sale for a given unit in the Condominium entered into between UC Leslieville, as vendor, and an Existing Leslieville Purchaser, together with all related amendments and side agreements;

“**Paid-up Leslieville Assignee**” means a Leslieville Assignee who has reimbursed its Leslieville Assignor for all of the purchase price deposit monies paid by such Leslieville Assignor under the Original Leslieville APS;

“**Paid-up Leslieville Assignor**” means a Leslieville Assignor who has been paid by its Leslieville Assignee for all of the purchase price deposit monies paid by such Leslieville Assignor under the Original Leslieville APS;

“**Parking Unit**” means each parking unit in the Condominium to be registered against the Leslieville Project Lands;

“**Permitted Encumbrances**” shall have the meaning given to it in paragraph 11 of this Order;

“**Pre-Filing Syndicate Credit Agreement**” means the credit agreement made as of July 13, 2012 between UC Leslieville (as borrower), Alan Saskin, Urbancorp Toronto Management Inc., UC Riverdale and UC Beach (as guarantors), and the Syndicate (as lenders), as amended and supplemented from time to time;

“**Premium**” means, for each Opt-In Leslieville Purchaser, the sum of \$225,000;

“Priority Realty Tax Claim” means any unpaid realty taxes of UC Leslieville;

“Priority Realty Tax Claim Reserve” shall have the meaning given to it in paragraph 62 of this Order;

“Proceeds of Realization” means the net proceeds derived from the use, sale or other disposition of the Leslieville Project;

“Project Agreements” means Craft Construction Contract, Craft Development Contract, the TF Cost Overrun Agreement, Syndicate Construction Loan Agreement and the Craft Loan Agreement;

“Project Monitor Engagement” means the agreement between Altus Group Limited and the Construction Receiver, substantially in the form of **Appendix “E”** to the Second Report.

“Professional Expenses” means (i) all accrued but unpaid fees and disbursements of the Construction Receiver, the Construction Receiver’s Counsel and the Construction Receiver’s Independent Counsel, and (ii) the fees and disbursements as estimated from time to time by the Construction Receiver to complete the Receivership Proceeding;

“Property” has the meaning given to it in the recitals of this Order;

“Purchaser Package Approval Order” means the order of the Court dated April 19, 2017 approving, among other things, the information to be provided to the Existing Leslieville Purchasers in respect of the proposed settlement;

“Purchasers’ Premium Charge” shall have the meaning given to it in paragraph 5 of this Order;

“Receiver” shall have the meaning given to it in recitals of this Order;

“Receivership Proceeding” means the receivership proceeding with respect to the Debtors commenced by the Appointment Order bearing Court File No. CV-16-11409-00CL;

“Repudiation Date” shall have the meaning given to it in paragraph 12 of this Order;

“Rescission Bar Date” shall have the meaning given to it in the Purchaser Package Approval Order;

“Second Report” shall have the meaning given to it in the recitals of this Order;

“Settled Amounts” shall have the meaning given to it in paragraph 60 of this Order;

“Settlement Parties” shall have the meaning given to it in the recitals of this Order;

“Standard Form Sale Agreement” means an agreement of purchase and sale between UC Leslieville by the Construction Receiver and a New Leslieville Purchaser for an Unsold Unit, substantially in the form of **Appendix “I”** to the Second Report;

“**Storage Unit**” means each storage unit in the Condominium to be registered against the Leslieville Project Lands;

“**Subsequent Sale Transaction**” shall have the meaning given to it in paragraph 8 of this Order;

“**Syndicate**” means Canadian Imperial Bank of Commerce, Canadian Western Bank, and Laurentian Bank, or their assignees, as represented by the Administrative Agent;

“**Syndicate Charge**” shall have the meaning given to it in paragraph 39 of this Order;

“**Syndicate Construction Loan Agreement**” means the credit agreement made as of April 18, 2017 between the Construction Receiver (as borrower), the Syndicate (as lenders), and the Administrative Agent (as the administrative agent for the Syndicate), in the initial principal amount of \$4.5 million, substantially in the form as appended as **Appendix “G”** to the Second Report, as the same may be amended or supplemented from time to time;

“**Syndicate Construction Loan Obligations**” means the obligations of the Construction Receiver owing to the Syndicate pursuant to the Syndicate Construction Loan Agreement from time to time, including: (i) the Deferred Commitment Fee, (ii) all Syndicate COR Funded Amounts and all Syndicate COR Commitment Fees earned by the Syndicate pursuant to the TF Cost Overrun Agreement, and (iii) any other amounts which may expressly be provided by the terms of the Syndicate Construction Loan Agreement, the Craft Construction Contract, the Craft Development Contract and/or the TF Cost Overrun Agreement to be (or be deemed to be) a loan under the Syndicate Construction Loan Agreement;

“**Syndicate COR Commitment Fee**” shall have the meaning given to it in paragraph 43(b) of this Order;

“**Syndicate COR Deferred Fee**” shall have the meaning given to it in paragraph 43(b) of this Order;

“**Syndicate COR Deferred Fee Charge**” shall have the meaning given to it in paragraph 47 of this Order;

“**Syndicate COR Funded Amount**” shall have the meaning given to it in paragraph 43 of this Order;

“**Syndicate Default Funded Amount**” shall have the meaning given to it in paragraph 48 of this Order;

“**Syndicate Loan Default Charge**” shall have the meaning given to it in paragraph 48 of this Order;

“**Syndicate Pre-Filing Secured Obligations**” means the secured obligations owing by the Debtors to the Syndicate under the Pre-Filing Syndicate Credit Agreement;

“**Tarion**” means Tarion Warranty Corporation;

“**Tarion Addendum**” means the addendum to the Standard Form Sale Agreement from Tarion Warranty Corporation;

“**Tarion Bond**” means bond no. 10030498 dated May 19, 2011 in the original amount of \$1.26 million issued by Travelers in favour of Tarion in respect of the Leslieville Project, as amended from time to time;

“**Tarion Bond Amount**” means, at any time, the amount equal to \$1.1 million less the amounts paid by Travelers to Tarion prior to such time under the Tarion Bond;

“**Tarion Residual Reserve Amount**” means, at any time, a reserve reasonably estimated by Tarion, and approved by the Construction Receiver, to serve as cash collateral sufficient to secure the payment of Tarion’s remaining obligations under the ONHWPA to the Opt-In Leslieville Purchasers, New Leslieville Purchasers and the Condominium Corporation after taking into account the Tarion Bond Amount and the Tarion Charge Amount at such time;

“**Tarion Deposit Claim**” means a claim to Tarion for compensation for purchase price deposits paid pursuant to an Original Leslieville APS (up to a maximum amount of \$20,000) pursuant to the ONHWPA;

“**Tarion Charge**” shall have the meaning given to it in paragraph 22 of this Order;

“**Tarion Charge Amount**” means, at any time, the amount equal to \$1.1 million less the Tarion Bond Amount at such time;

“**Tax Statutes**” shall have the meaning given to it in paragraph 56 of this Order;

“**Terra Firma**” means Terra Firma Capital Corporation;

“**Terra Firma Commitment Letter**” means the commitment letter between Terra Firma and UC Leslieville, Bosvest Inc. and Westside Gallery Lofts Inc., UTMI and Mr. Alan Saskin as guarantors, and UC Riverdale, UC Beach, Edge Residential Inc. and Edge on Triangle Park Inc., and all amending agreements;

“**Terra Firma Indebtedness**” means the indebtedness owed by the Debtors to Terra Firma pursuant to the Terra Firma Commitment Letter;

“**TF Cost Overrun Funded Amount**” means the amount of funds advanced by Terra Firma pursuant to the TF Cost Overrun Agreement;

“**TF Cost Overrun Agreement**” means the cost overrun funding and performance agreement April 18, 2017 made among Terra Firma, the Construction Receiver, the Administrative Agent, and Craft, as amended or supplemented from time to time;

“**TF Cost Overrun Agreement Charge**” shall have the meaning given to it in paragraph 42 of this Order;

“**Transfer/Deed**” shall have meaning given to it in paragraph 10 of this Order;

“**Travelers**” means Travelers Guarantee Company of Canada/Travelers Insurance Company of Canada;

“**Travelers Cash Collateral**” means the deposit monies received by UC Leslieville under the Original Leslieville APS and held in trust by Harris Sheaffer LLP, which were pledged by UC Leslieville to Travelers as cash collateral for Travelers Secured Obligations, and as of August 9, 2016 was in the total amount of \$250,000, plus \$85,484.97 in interest;

“**Travelers Master Excess Claims Policy**” means Policy No. 10031069 - Master Insurance Policy for Excess Condominium Deposits and Upgrades issued by Travelers favour of UC Leslieville;

“**Travelers Secured Obligations**” means all obligations owed or owing by UC Leslieville to Travelers, from time to time, related to the Travelers Master Excess Claims Policy and/or the Taron Bond arising under a letter agreement dated March 5, 2012 between Travelers and UC Leslieville or the UC Leslieville Indemnity Agreement, as secured by a Deposit Trust Agreement dated May 19, 2011 amongst UC Leslieville, Travelers and Harris, Sheaffer LLP or the Travelers Mortgage;

“**Travelers Mortgage**” means the charge/mortgage registered as Instrument No. AT2720786 on June 15, 2011 granted by UC Leslieville in favor of Travelers to secure the Travelers Secured Obligations;

“**UC Beach**” shall have the meaning given to it in the recitals of this Order;

“**UC Leslieville**” shall have the meaning given to it in the recitals of this Order;

“**UC Riverdale**” shall have the meaning given to it in the recitals of this Order;

“**UC Leslieville Indemnity Agreement**” means the indemnity agreement dated May 19, 2011 entered into between UC Leslieville (as principal), Alan Saskin, High Res. Inc., Urbancorp Toronto Management Inc. (as indemnitors) and Travelers.

“**Ultimate Rescission Bar Date**” means the date being ten (10) days after the Opt-In Deadline;

“**Unit**” means a residential unit in the Condominium to be registered against the Leslieville Project Lands and, in the case of a unit sold pursuant to a New Sale Transaction or a Subsequent Sale Transaction, includes a Parking Unit and Storage Unit, together with an undivided interest in the common elements appurtenant to such unit and the exclusive use of those parts of the common elements attaching to such unit, to the extent included in such sale transaction;

“**Unpaid Leslieville Assignor**” means a Leslieville Assignor who paid deposit monies to UC Leslieville pursuant to an Original Leslieville APS and has not been reimbursed for such deposit monies by the applicable Leslieville Assignee for deposit monies paid by the Leslieville Assignor under the Original Leslieville APS;

“**Unsold Unit**” shall have the meaning given to it in paragraph 6 of this Order;

“**UTMI**” means Urbancorp Toronto Management Inc.;

“**Vacant Lot**” means the lands and premises situate in the City of Toronto, as more particularly described in **Schedule “F”** under the heading “Vacant Lot”;

“**Vacant Lot Conditions**” shall have the meaning given to them in the Craft Development Contract;

“**Vendor**” has the meaning given to it pursuant to the ONHWPA; and

“**Waterfall**” shall have the meaning given to it in paragraph 55 of this Order.

SCHEDULE “B” - CLAIMS TO BE EXPUNGED FROM TITLE TO REAL PROPERTY

1. Instrument No. AT2720786, registered June 15, 2011, being a charge in favour of Travelers Guarantee Company of Canada;
2. Instrument No. AT3081811, registered July 24, 2012, being a charge in favour of Canadian Imperial Bank of Commerce;
3. Instrument No. AT3082309, registered July 24, 2012, being a postponement of Travelers Insurance Company of Canada charge No. AT2720786 in favour of Canadian Imperial Bank of Commerce charge No. AT3081811;
4. Instrument No. AT3102606, registered August 16, 2012, being a notice with respect to Travelers Insurance Company of Canada charge No. AT2720786;
5. Instrument No. AT3954372, registered July 22, 2015, being a charge in favour of Terra Firma Capital Corporation;
6. Instrument No. AT3954373, registered July 22, 2015, being a notice of general assignment of rents in favour of Terra Firma Capital Corporation;
7. Instrument No. AT4011571, registered September 17, 2015, being a construction lien in favour of Alpa Stairs and Railings Inc.
8. Instrument No. AT4039964, registered October 19, 2015, being a certificate of action in favour of Alpa Stairs and Railings Inc.
9. Instrument No. AT4057394, registered November 3, 2015, being a construction lien registered in favour of EXP Services Inc.;
10. Instrument No. AT4072949, registered November 20, 2015, being a construction lien in favour of Roni Excavating Limited;
11. Instrument No. AT4072991, registered November 20, 2015, being a construction lien in favour of Orin Contractors Corp.;
12. Instrument No. AT4073814, registered November 23, 2015, being a construction lien in favour of Sterling Carpet & Tile;
13. Instrument No. AT4106412, registered December 30, 2015, being a certificate of action in favour of Roni Excavating Limited;
14. Instrument No. AT4106476, registered December 30, 2015, being a certificate of action in favour of Orin Contractors Corp.;
15. Instrument No. AT4129370, registered January 26, 2016, being a certificate of action in favour EXP Services Inc.

16. Instrument No. AT4140578, registered February 8, 2016, being a certificate of action in favour of Sterling Tile & Carpet;
17. Instrument No. AT4153410, registered February 25, 2016, being a construction lien in favour of Silvio Construction Co. Ltd.;
18. Instrument No. AT4165123, registered March 10, 2016, being a construction lien in favour of NG Marin Inc.;
19. Instrument No. AT4165218, registered March 11, 2016, being a construction lien in favour of Commercial Two Construction Inc.;
20. Instrument No. AT4165591, registered March 11, 2016, being a construction lien in favour of MDF Mechanical Limited;
21. Instrument No. AT4166872, registered March 14, 2016, being a construction lien in favour of Uptown Hardware Limited;
22. Instrument No. AT4181331, registered March 31, 2016, being a certificate of action in favour of Silvio Construction Co. Ltd.;
23. Instrument No. AT4194677, registered April 15, 2016, being a construction lien in favour of 207875 Ontario Limited;
24. Instrument No. AT4194686, registered April 15, 2016, being a construction lien in favour of Emergency Propane Services Inc.
25. Instrument No. AT4198081, registered April 20, 2016, being a construction lien in favour of Lido Construction Inc.
26. Instrument No. AT4200385, registered April 22, 2016, being a certificate of action in favour of Uptown Hardware Limited;
27. Instrument No. AT4200654, registered April 25, 2016, being a certificate of action in favour of MDF Mechanical Limited;
28. Instrument No. AT4211208, registered May 4, 2016, being a certificate of action in favour of NG Marin Inc.;
29. Instrument No. AT4215263, registered May 10, 2016, being a certificate of action in favour of Commercial Two Construction Inc.;
30. Instrument No. AT4229855, registered May 30, 2016, being a certificate of action in favour of 207875 Ontario Limited;
31. Instrument No. AT4229857, registered May 30, 2016, being a certificate of action in favour of Emergency Propane Services Inc.;

32. Instrument No. AT4243741, registered June 10, 2016, being an application to register a court order of the Ontario Superior Court of Justice Commercial List appointing Alvarez & Marsal Canada Inc. as appointing receiver and construction lien trustee;
33. Instrument No. AT4244696, registered June 10, 2016, being a certificate of action in favour of Lido Construction Inc.; and
34. Together with such further Claims as may arise and/or be registered against title to the Leslieville Project Lands up to and including the time of closing of a New APS Transaction, a Subsequent Sale Transaction or such other transaction (as set out in more detail by way of solicitor's statement or affidavit annexed to the Transfer/Deed).

**SCHEDULE “C” – PERMITTED ENCUMBRANCES, EASEMENTS AND
RESTRICTIVE COVENANTS RELATED TO THE REAL PROPERTY**

(unaffected by the Vesting Order)

1. Instrument No. AT2958528, registered March 2, 2012, being a transfer of easement in favour of Rogers Communications Inc.;
2. Instrument No. AT3708202, registered October 7, 2014, being a transfer of easement in favour of Bell Canada;
3. Instrument No. AT3728135, registered October 30, 2014, being a transfer of easement in favour of Enbridge Gas Distribution Inc.; and
4. Instrument No. AT4163132, registered March 8, 2016, being a Notice of Security Interest in favour of Genesis Home Services Inc.

SCHEDULE “D”**LIST OF LIEN CLAIMANTS**

207875 Ontario Ltd (o/a Canadian Rental Centres)
Alpa Stairs and Railings Inc.
Commercial Two Construction Inc.
Emergency Propane Services Inc.
EXP Services Inc.
Lido Construction Inc.
MDF Mechanical Ltd.
NG Marin Inc.
Orin Contractors Corp.
Roni Excavating Limited
Silvio Construction Co. Ltd.
Sterline Carpet and Tile
Uptown Hardware Ltd

SCHEDULE “E”**LIEN CLAIMANT ACTIONS**

	Plaintiff	Defendants	Court File No.
1.	207875 Ontario Limited	Urbancorp (Leslieville) Developments Inc., Urbancorp Construction Company Inc., Terra Firma Capital Corporation, Canadian Imperial Bank of Commerce, Travelers Insurance Company of Canada	CV-16-553611
2.	Alpa Stairs and Railings Inc.	Urbancorp (Leslieville) Developments Inc., Urbancorp (The Beach) Developments Inc., Travelers Guarantee Company of Canada, Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-15-537937
3.	Commercial Two Construction Inc.	Urbancorp (Leslieville) Developments Inc., Urbancorp Inc., Travelers Guarantee Company of Canada, Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-16-552495
4.	Emergency Propane Services Inc.	Urbancorp (Leslieville) Developments Inc., Urbancorp Construction Company Inc., Terra Firma Capital Corporation, Canadian Imperial Bank of Commerce, Travelers Insurance Company of Canada	CV-16-553614
5.	EXP Services Inc.	Urbancorp (Leslieville) Developments Inc., Urbancorp Inc., Travelers Guarantee Company of Canada, Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-16-545215

	Plaintiff	Defendants	Court File No.
6.	Lido Construction Inc.	Urbancorp (Leslieville) Developments Inc., Urbancorp Inc., Travelers Guarantee Company of Canada, Canadian Imperial Bank of Commerce, Terra Firma Capital Corporation	CV-16-554573
7.	MDF Mechanical Limited	Urbancorp (Leslieville) Developments Inc., Travelers Guarantee Company of Canada also known as Travelers Insurance Company of Canada, Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-16-551542
8.	NG Marin Inc.	Urbancorp (Leslieville) Developments Inc., Travelers Guarantee Company of Canada, Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-16-552136
9.	Orin Contractors Corp.	Urbancorp (Leslieville) Developments Inc., Travelers Guarantee Company of Canada, Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-15-543587
10.	Roni Excavating Limited	Urbancorp (Leslieville) Developments Inc., Travelers Guarantee Company of Canada, Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-15-543574
11.	Silvio Construction Co. Ltd.	Urbancorp (Leslieville) Developments Inc., Urbancorp Toronto Management Inc., Travelers Guarantee Company of Canada, Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-16-549968

	Plaintiff	Defendants	Court File No.
12.	Sterling Carpet & Tile	Urbancorp (Leslieville) Developments Inc., Urbancorp Inc., Urbancorp Financial Inc., Urbancorp Construction Company, Canadian Imperial Bank of Commerce, Travelers Insurance Company of Canada and Terra Firma Capital Corporation	CV-16-546232
13.	Uptown Hardware Limited	Urbancorp (Leslieville) Developments Inc., Travelers Guarantee Company of Canada, Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-16-551471

SCHEDULE “F”**Legal Description****Leslieville Project Lands - 50 Curzon Street, Toronto, Ontario****PIN 21051-0408 (LT)****Owner: Urbancorp (Leslieville) Developments Inc.**

Firstly: Part Lot 11, Plan 61E Toronto; Part Lot 11, Concession 1 FTB, designated as Part 2, Plan 66R-25636; Secondly: Part Lot 11, Concession 1 FTB designated as Part 1, Plan 66R-25636; Thirdly: Part Lot 11, Concession 1 FTB commencing at an iron bar in the western limit of Curzon Street, distant 595.81 feet measured northerly therealong from the northern limit of Queen Street East; Thence north 16 degrees 00 minutes west along the said western limit of Curzon Street a distance of 65.70 feet to an iron bar; thence south 74 degrees 22 minutes 20 seconds west a distance of 252.43 feet to an iron pipe in the eastern limit of Lot 8, according to a Plan filed in the said Registry Office as number 61E; thence south 17 degrees 06 minutes east along the eastern limits of Lots 8 and 9 according to said Plan 61E a distance of 66.00 feet to a spike in a stump; Thence north 74 degrees 18 minutes 20 seconds east a distance of 251.17 feet to the point of commencement; subject to an easement as in AT2958528; subject to an easement as in AT3708202, subject to an easement as in AT3728135, City of Toronto

Vacant Lot**Owner: Urbancorp (Leslieville) Developments Inc.**

Part of the Leslieville Project Lands designated as Part 10 on a draft reference plan of survey prepared by George C.M. Lo., Ontario Land Surveyor, of R. Avis Surveying Inc. dated January 28, 2015, the precise legal description for which will be set out in the Transfer/Deed to be delivered pursuant to the terms of the Order to which this schedule is annexed.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

SETTLEMENT APPROVAL O R D E R

BLAKE, CASSELS & GRAYDON LLP

199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Pamela L.J. Huff - LSUC#: 27344V

Tel: 416-863-2958
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Kelly Peters – LSUC#: 59914W

Tel: 416-863-4271
Fax: 416-863-2653
Email: kelly.peters@blakes.com

Independent Counsel for Alvarez & Marsal Canada Inc., in its capacity as both Receiver and Manager, and Construction Lien Trustee of the assets, undertakings and property of Urbancorp (Leslieville) Developments Inc., Urbancorp (Riverdale) Developments Inc., and Urbancorp (The Beach) Developments Inc.

TAB 5

Court File No. CV-16-11409-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 2 nd
)	
MR. JUSTICE NEWBOULD	)	DAY OF MAY, 2017

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC.**

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, section 68 of the *Construction Lien Act*, R.S.O. 1990,
c. C.30, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

**SALE PROCESS ORDER
(RE: BEACH PROJECT)**

THIS MOTION, made by Alvarez & Marsal Canada Inc., in its capacity as receiver and manager (in such capacity, the “**Receiver**”), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended, and in its capacity as construction lien trustee (in such capacity, the “**Construction Lien Trustee**”), pursuant to section 68 of the *Construction Lien Act*, R.S.O. 1990, c. C.30 as amended (the Receiver, together with the Construction Lien Trustee, the “**Construction Receiver**”), of all of the assets, undertakings, and property acquired for, or used in relation to the business, including all proceeds thereof (the “**Property**”) of Urbancorp (Leslieville) Developments Inc. (“**UC Leslieville**”), Urbancorp (Riverdale)

Developments Inc. (“**UC Riverdale**”) and Urbancorp (The Beach) Developments Inc. (“**UC Beach**”, together with UC Riverdale, and UC Leslieville, the “**Debtors**”), for an order approving the Beach Sale Process (defined below), including the engagement of Cushman & Wakefield Ltd., Brokerage (the “**Beach Listing Agent**”) as listing agent under the Beach Sale Process, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and the second report of the Construction Receiver dated April 21, 2017] (the “**Second Report**”) and on hearing the submissions of counsel for the Construction Receiver, Canadian Imperial Bank of Commerce (as administrative agent and lender), the Ad Hoc Leslieville Purchasers, Terra Firma Capital Corporation, Travelers Guarantee Corporation of Canada, and Tarion Warranty Corporation, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of [INSERT NAME] sworn [DATE], 2017 filed,

DEFINITIONS

1. **THIS COURT ORDERS** that capitalized terms not otherwise defined shall have the meaning given to them in **Schedule “A”** hereto.

REPUDIATION AND TERMINATION OF EACH ORIGINAL BEACH APS

2. **THIS COURT ORDERS** that the Construction Receiver be and is hereby authorized to repudiate each and every Original Beach APS, with such repudiation to be effective on the granting of this Order.

3. **THIS COURT ORDERS AND DECLARES** that as a result of the repudiation by the Construction Receiver pursuant to paragraph 2 of this Order, each Original Beach APS is not capable of performance and may be terminated by each Existing Beach Purchaser.

4. **THIS COURT ORDERS** that notice of the termination by each Existing Beach Purchaser of their Original Beach APS shall be deemed to be provided to the Construction Receiver on the granting of this Order.

NON-RECOURSE AGAINST PROPERTY

5. **THIS COURT ORDERS AND DECLARES** that all Existing Beach Purchasers and Beach Assignors shall have no right, title, interest, claim or recourse as against any of the Property of the Debtors, and any such claim held by an Existing Beach Purchaser or Beach Assignor against the Debtors shall be limited to (a) an unsecured claim against the estate of the Debtors and (b) a Tarion Deposit Claim, each to the extent available.

APPROVAL OF BEACH SALE PROCESS

6. **THIS COURT ORDERS AND DECLARES** that the sale process in respect of the Beach Project Lands as described in Section 3.5 of the Second Report (the “**Beach Sale Process**”), be and is hereby approved, and the Construction Receiver is hereby authorized to take such further steps as it considers necessary or desirable to carry out the Beach Sale Process.

7. **THIS COURT ORDERS** that the execution of the Beach Listing Agreement by the Construction Receiver is hereby authorized and approved, with such non-material amendments as the Construction Receiver may deem necessary or desirable and the Construction Receiver be and the Construction Receiver is hereby authorized to execute and to carry out and perform its obligations under the Beach Listing Agreement, including the payment of any amounts due to be paid to the Beach Listing Agent by the Construction Receiver pursuant to the terms thereof, and to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Beach Listing Agreement.

CONSTRUCTION LIEN CLAIMS AND HOLDBACK

8. **THIS COURT ORDERS** that, after provision for the Construction Receiver’s Reserve, the Construction Receiver is hereby authorized and directed to retain from the Proceeds of Realization the amount of \$416,000 (the “**Beach Holdback Reserve**”) in full and final satisfaction of all claims of the construction lien claimants of the Beach Project Lands as set out at **Schedule “C”** hereto (the “**Lien Claimants**”) and their subcontractors, if any, in respect of any deficiencies in the holdbacks required to have been retained by any statutory “owner” of the Beach Project Lands, as that term is defined in section 1(1) of the CLA that have priority to

amounts that were owing to any mortgagee against the Projects pursuant to Part IV of the CLA (the “**Beach Holdback Deficiencies**”).

9. **THIS COURT ORDERS** that the Construction Receiver is hereby authorized and directed to hold the Beach Holdback Reserve in an interest bearing account for amounts owed to the Lien Claimants for the Beach Holdback Deficiencies and the Beach Holdback Reserve shall stand in place and stead of the Beach Projects Lands, subject to the entirety of claims by the Lien Claimants and their subcontractors, if any, with respect to Beach Holdback Deficiencies, and all actions or proceedings commenced against the Debtors, Administrative Agent and Terra Firma by the Lien Claimants, and their subcontractors, if any, with respect to the Beach Holdback Deficiencies shall be satisfied from the Beach Holdback Reserve.

10. **THIS COURT ORDERS** that, upon the establishment of the Beach Holdback Reserve by the Construction Receiver, all actions or proceedings commenced by the Lien Claimants as set out at **Schedule “D”** hereto or their subcontractors, if any, as applicable, against the Debtors, Terra Firma, and the Administrative Agent with respect to: (i) the Beach Holdback Deficiencies; (ii) trust or damage claims (if any); or (iii) otherwise claiming priority over any mortgagee (collectively, the “**Mortgagee Actions**”), are hereby dismissed as against the Debtors, Terra Firma, and the Administrative Agent, as applicable, on a with prejudice without costs basis.

11. **THIS COURT ORDERS** that, upon settlement of the Beach Holdback Deficiencies owed to the Lien Claimants from the Beach Holdback Reserve, as may be agreed between Terra Firma, the Administrative Agent and the Lien Claimants, with the consent of the Construction Receiver (the “**Settled Amounts**”), the Construction Receiver shall bring a motion or motions, as applicable, from time to time, as the Construction Receiver in its sole discretion deems appropriate, to pay the Settled Amounts to each of the Lien Claimants.

12. **THIS COURT ORDERS** that this Order is without prejudice to the rights of the Construction Receiver, the Lien Claimants, or any of them, to, at any time, bring a motion(s) to this Court seeking, among other things, payment of their respective claims for the Beach Holdback Deficiencies, refer any issues to a Construction Lien Master or any other relief with

respect to the determination of their claims for the Beach Holdback Deficiencies to be paid from the Beach Holdback Reserve.

GENERAL

13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Construction Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Construction Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Construction Receiver and its agents in carrying out the terms of this Order.

SCHEDULE “A”**DEFINITIONS:**

“**Administrative Agent**” means Canadian Imperial Bank of Commerce, in its capacity as administrative agent for the Syndicate under the Pre-Filing Syndicate Credit Agreement;

“**Appointment Order**” means the order of this Court appointing the Construction Receiver dated May 31, 2016, as it may be amended, restated or supplemented from time to time;

“**Beach Assignor**” means a person who has entered into an Original Beach APS with UC Beach, and assigned such Original Beach APS to a person or persons who is now an Existing Beach Purchaser;

“**Beach Holdback Deficiencies**” has the meaning given to it in paragraph 8

“**Beach Holdback Reserve**” has the meaning given to it in paragraph 8 of this Order;

“**Beach Listing Agent**” has the meaning given to it in the recitals of this Order;

“**Beach Listing Agreement**” means the listing agreement in the form of the listing agreement attached as Appendix “K” to the Second Report;

“**Beach Project Lands**” means the lands and premises owned by UC Leslieville and/or UC Beach located at 42 Edgewood Avenue, Toronto, Ontario, as more particularly described in **Schedule “B”**;

“**Beach Sale Process**” has the meaning given to it in paragraph 6 of this Order;

“**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

“**CLA**” means the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended;

“**Construction Lien Trustee**” has the meaning given to it in the recitals of this Order;

“**Construction Receiver**” has the meaning given to it in the recitals of this Order;

“**Construction Receiver’s Counsel**” means Gowlings WLG (Canada) LLP;

“**Construction Receiver’s Independent Counsel**” means Blake, Cassels & Graydon LLP;

“**Construction Receiver’s Real Estate Counsel**” means Miller Thomson LLP;

“**Construction Receiver’s Reserve**” means a reserve in an amount satisfactory to the Construction Receiver to serve as cash collateral sufficient to secure the payment of the Professional Expenses;

“**Debtors**” has the meaning given to it in the recitals of this Order;

“**Existing Beach Purchaser**” mean a person who has entered into a Beach APS with UC Beach, or where such person or persons has/have assigned its/their Beach APS, the assignee(s) thereof;

“**Lien Claimants**” has the meaning given to it in paragraph 8 of this Order;

“**Mortgagee Actions**” has the meaning given to it in paragraph 10 of this Order;

“**Original Beach APS**” means an existing agreement of purchase and sale for a freehold semi-detached home located on the Beach Project Lands between UC Beach, as vendor, and an Existing Beach Purchaser, together with all related amendments and ancillary agreements;

“**Pre-Filing Syndicate Credit Agreement**” means the credit agreement made as of July 13, 2012 between UC Leslieville (as borrower), Alan Saskin, Urbancorp Toronto Management Inc., UC Riverdale and UC Beach (as guarantors), and the Syndicate (as lenders), as amended, restated and supplemented from time to time;

“**Proceeds of Realization**” means the net proceeds derived from the Beach Sale Process;

“**Professional Expenses**” means (i) all accrued but unpaid fees and disbursements of the Construction Receiver, the Construction Receiver’s Counsel, the Construction Receiver’s Independent Counsel and the Construction Receiver’s Real Estate Counsel, and (ii) the fees and disbursements as estimated from time to time by the Construction Receiver to complete the Receivership Proceeding;

“**Property**” has the meaning given to it in the recitals of this Order;

“**Receiver**” shall have the meaning given to it in the recitals of this Order;

“**Receivership Proceeding**” means the receivership proceeding with respect to the Debtors commenced by the Appointment Order bearing Court File No. CV-16-11409-00CL;

“**Second Report**” has the meaning given to it in the recitals of this Order;

“**Settled Amounts**” has the meaning given to it in paragraph 11 of this Order;

“**Syndicate**” means Canadian Imperial Bank of Commerce, Canadian Western Bank, and Laurentian Bank, or their assignees, as represented by the Administrative Agent;

“**Tarion Deposit Claim**” means a claim to Tarion Warranty Corporation for compensation for purchase price deposits paid pursuant to an Original Beach APS (up to a maximum amount of \$40,000) pursuant to the *Ontario New Home Warranties Plan Act* (Ontario);

“**Terra Firma**” means Terra Firma Capital Corporation;

“**UC Beach**” has the meaning given to it in the recitals of this Order;

“**UC Leslieville**” has the meaning given to it in the recitals of this Order; and

“**UC Riverdale** has the meaning given to it in the recitals of this Order.

SCHEDULE "B"**Beach Project Lands - 42 Edgewood Avenue, Toronto, Ontario****THE BEACH****1. Registered Owner: Urbancorp (Leslieville) Developments Inc.****PIN 21024-0455 (LT):**

PART OF LOT 66 & 67 PLAN 481E DESIGNATED AS PART 1 PLAN 66R27603; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 7 AND 8 PL 504 (MIDWAY) AND PART OF LOTS 67 AND 68, PLAN 481E, TORONTO DESIGNATED AS PART 3 ON PLAN 66R26973 UNTIL SUCH TIME AS SAID PART 3 IS DEDICATED AS PUBLIC HIGHWAY AS IN AT3535638; CITY OF TORONTO

PIN 21024-0456 (LT):

PART OF LOTS 8 & 9 PLAN 504 (MIDWAY) DESIGNATED AS PART 2 PLAN 66R27603; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 7 AND 8 PL 504 (MIDWAY) AND PART OF LOTS 67 AND 68, PLAN 481E, TORONTO DESIGNATED AS PART 3 ON PLAN 66R26973 UNTIL SUCH TIME AS SAID PART 3 IS DEDICATED AS PUBLIC HIGHWAY AS IN AT3535638; CITY OF TORONTO

PIN 21024-0492 (LT):

PT LTS 5, 6 & 7 PLAN 504 BEING PT 35 PL 66R27603 AND PT LT 5 PL 504 BEING PT 2 PL 66R27625; TOGETHER WITH AN EASEMENT OVER PT LTS 7 & 8 PL 504 & PT LT 67 & 68 PL 481E PT 3 PL 66R26973 AS IN AT3535638; TOGETHER WITH AN EASEMENT OVER PT LT 70 PL 481E PT 3 PL 66R25512 AS IN ET127629; SUBJECT TO AN EASEMENT OVER PT 2 PL 66R27625 IN FAVOUR OF PT LT 4 PL 504 AS IN AT3690147; CITY OF TORONTO

PIN 21024-0494 (LT):

PT LT 69 PL 481E BEING PTS 16 & 18 PL 66R27603; TOGETHER WITH AN EASEMENT OVER PT LTS 7 & 8 PL 504, PT LTS 67 & 68 PL 481E PT 3 PL 66R26973 AS IN AT3535638; TOGETHER WITH AN EASEMENT OVER PT LT 70 PL 481E PT 3 PL 66R25512 AS IN ET127629; SUBJECT TO AN EASEMENT OVER PT 18 PL 66R27603 IN FAVOUR OF PT LT 70 PL 481E AS IN ET127629; CITY OF TORONTO

**2. Registered Owners: Urbancorp (Leslieville) Developments Inc. (99.999%)
Urbancorp (The Beach) Developments Inc. (0.001%)**

PIN 21024-0457 (LT):

PART OF LOTS 8 & 9 PLAN 504 (MIDWAY) DESIGNATED AS PART 3 PLAN 66R27603 TOGETHER WITH AN EASEMENT OVER PART OF LOTS 7 AND 8 PL 504 (MIDWAY) AND PART OF LOTS 67 AND 68, PLAN 481E, TORONTO, DESIGNATED AS PART 3 ON PLAN 66R26973 UNTIL SUCH TIME AS SAID PART 3 IS DEDICATED AS PUBLIC HIGHWAY AS IN AT3535638; CITY OF TORONTO

PIN 21024-0469 (LT):

PART OF LOT 66 PLAN 481E DESIGNATED AS PART 15 PLAN 66R27603; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 7 AND 8 PL 504 (MIDWAY) AND PART OF LOTS 67 AND 68, PLAN 481E, TORONTO, DESIGNATED AS PART 3 ON PLAN 66R26973 UNTIL SUCH TIME AS SAID PART 3 IS DEDICATED AS PUBLIC HIGHWAY AS IN AT3535638; CITY OF TORONTO

PIN 21024-0491 (LT):

PT LTS 5, 6 & 7 PLAN 504 BEING PT 36 PL 66R27603 AND PT LT 5 PLAN 504 BEING PT 1 PL 66R27625; TOGETHER WITH AN EASEMENT OVER PT LTS 7 & 8 PL 504 & PT LT 67 & 68 PL 481E PT 3 PL 66R26973 AS IN AT3535638; TOGETHER WITH AN EASEMENT OVER PT LT 70 PL 481E PT 3 PL 66R25512 AS IN ET127629; SUBJECT TO AN EASEMENT OVER PT 1 PL 66R27625 IN FAVOUR OF PT LT 4 PL 504 AS IN AT3690147; CITY OF TORONTO

PIN 21024-0493 (LT):

PT LTS 68 & 69 PL 481E BEING PT 17 PL 66R27603; TOGETHER WITH AN EASEMENT OVER PT LTS 7 & 8 PL 504, PT LTS 67 & 68 PL 481E PT 3 PL 66R26973 AS IN AT3535638; TOGETHER WITH AN EASEMENT OVER PT LT 70 PL 481E PT 3 PL 66R25512 AS IN ET127629; CITY OF TORONTO

SCHEDULE "C"
LIEN CLAIMANTS

207875 Ontario Ltd. (o/a Canadian Rental Centres)
Alpa Stairs and Railings Inc.
Furkin Construction Inc.
Lido Construction Inc.
NG Marin Inc.
Orin Contractors Corp.
Roni Excavating Limited
Silvio Construction Co. Ltd.
Uptown Hardware Limited

SCHEDULE “D”**List of actions or proceedings commenced by the Lien Claimants**

	Plaintiff	Defendants	Court File No.
1.	207875 Ontario Limited	Urbancorp (The Beach) Developments Inc., Urbancorp (Leslieville) Developments Inc., Urbancorp Construction Company Inc., Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-16-554931
2.	Alpa Stairs and Railings Inc.	Urbancorp (Leslieville) Developments Inc., Urbancorp (The Beach) Developments Inc., Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-15-537936
3.	Furkin Construction Inc.	Urbancorp (Leslieville) Developments Inc., Urbancorp (The Beach) Developments Inc., Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-15-543051
4.	Lido Construction Inc.	Urbancorp (Leslieville) Developments Inc., Urbancorp Inc., Canadian Imperial Bank of Commerce, and Terra Firma Capital Corporation	CV-16-556542
5.	NG Marin Inc.	Urbancorp (Leslieville) Developments Inc., Urbancorp (The Beach) Developments Inc., Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-16-552135

	Plaintiff	Defendants	Court File No.
6.	Orin Contractors Corp.	Urbancorp (Leslieville) Developments Inc., Urbancorp (The Beach) Developments Inc., Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-15-543581
7.	Roni Excavating Limited	Urbancorp (Leslieville) Developments Inc., Urbancorp (The Beach) Developments Inc., Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-15-543577
8.	Silvio Construction Co. Ltd.	Urbancorp (Leslieville) Developments Inc., Urbancorp (The Beach) Developments Inc., Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-16-549973
9.	Uptown Hardware Limited	Urbancorp (Leslieville) Developments Inc., Canadian Imperial Bank of Commerce and Terra Firma Capital Corporation	CV-16-551477

CANADIAN IMPERIAL BANK OF COMMERCE

V.

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. et al.

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

BEACH PROJECT ORDER

BLAKE, CASSELS & GRAYDON LLP

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Independent Counsel for Alvarez & Marsal Canada Inc., in its capacity as both Receiver and Manager, and Construction Lien Trustee of the assets, undertakings and property of Urbancorp (Leslieville) Developments Inc., Urbancorp (Riverdale) Developments Inc., and Urbancorp (The Beach) Developments Inc.

TAB 6

Court File No. CV-16-11409-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 2 nd
)	
MR. JUSTICE NEWBOULD	)	DAY OF MAY, 2017

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC.**

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, section 68 of the *Construction Lien Act*, R.S.O. 1990,
c. C.30, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

**ORDER
(RE: RECEIVERSHIP ADMINISTRATION)**

THIS MOTION, made by Alvarez & Marsal Canada Inc., in its capacity as receiver and manager (in such capacity, the “**Receiver**”), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended, and in its capacity as construction lien trustee (in such capacity, the “**Construction Lien Trustee**”), pursuant to section 68 of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the Receiver, together with the Construction Lien Trustee, the “**Construction Receiver**”), of all of the assets, undertakings, and property acquired for, or used in relation to the business, including all proceeds thereof (the “**Property**”) of Urbancorp (Leslieville) Developments Inc. (“**UC Leslieville**”), Urbancorp (Riverdale)

Developments Inc. (“**UC Riverdale**”) and Urbancorp (The Beach) Developments Inc. (“**UC Beach**”, together with UC Riverdale, and UC Leslieville, the “**Debtors**”), for an order approving, among other things, the first report of the Construction Receiver dated August 8, 2016 (the “**First Report**”) and the second report of the Construction Receiver dated April 21, 2017 (the “**Second Report**”) and the Construction Receiver’s activities described therein, the Construction Receiver’s fees and disbursements and those of its counsel as set out in the affidavits filed, and other matters required for the administration of these proceedings, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and the Second Report and on hearing the submissions of counsel for the Construction Receiver, Canadian Imperial Bank of Commerce, Canadian Western Bank, and Laurentian Bank of Canada (collectively, the “**Syndicate**”), Terra Firma Capital Corporation, C.R.A.F.T. Development Corporation, the Ad Hoc Leslieville Purchasers, Tarion, and Travelers, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Nancy Thompson sworn • , 2017, filed,

DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms not otherwise defined herein shall have the meanings given to them in the order of this Court appointing the Construction Receiver dated May 31, 2016 (as it may be amended, restated or supplemented from time to time, the “**Appointment Order**”).

APPROVAL OF CONSTRUCTION RECEIVER ACTIVITIES

2. **THIS COURT ORDERS** that the First Report and the Second Report, and the activities of the Construction Receiver described therein, are hereby approved.

APPROVAL OF FEES AND DISBURSEMENTS

3. **THIS COURT ORDERS** that the fees and disbursements of the Construction Receiver, and its counsel for services rendered during the period ending March 31, 2017, as set out in the affidavit of Douglas McIntosh sworn April • , 2017, the affidavit of Lilly Wong sworn April • ,

2017, the affidavit of Pamela Huff sworn April ●, 2017, and the affidavit of Ron Fairbloom sworn April ●, 2017, respectively, are hereby approved.

INCREASED RECEIVERSHIP BORROWINGS

4. **THIS COURT ORDERS** that the aggregate maximum principal amount that the Construction Receiver is authorized to borrow under paragraph 22 of the Appointment Order and secured by the Receiver's Borrowings Charge and Construction Lien Trustee's Borrowing Charge is hereby increased from \$3,000,000 to \$6,000,000, and the Appointment Order is hereby amended in this regard.

RECEIVER'S POWERS

5. **THIS COURT ORDERS** that, notwithstanding anything to contrary in the Appointment Order, the Construction Receiver is hereby empowered and authorized, but not obligated, to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (a) without the approval of this Court in respect of any transaction not exceeding \$350,000 plus HST, provided that the aggregate consideration for all such transactions does not exceed \$1 million plus HST; and
- (b) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.

BANKRUPTCY OF UC LESLIEVILLE, UC RIVERDALE AND UC BEACH

6. **THIS COURT ORDERS** that the Construction Receiver is hereby authorized to file an assignment in bankruptcy on behalf of UC Leslieville, UC Riverdale and UC Beach, to appoint a trustee in bankruptcy of each of such Debtors and to prepare and execute all documents in relation thereto.

GENERAL

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Construction Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Construction Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Construction Receiver and its agents in carrying out the terms of this Order.

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

V.

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. et al.

Respondents

Court File No. CV-16-11409-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ADMINISTRATION ORDER

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Independent Counsel for Alvarez & Marsal Canada Inc., in its capacity as both Receiver and Manager, and Construction Lien Trustee of the assets, undertakings and property of Urbancorp (Leslieville) Developments Inc., Urbancorp (Riverdale) Developments Inc., and Urbancorp (The Beach) Developments Inc.

CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

v. **URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. et al.**

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD
(Settlement Approval)
Returnable May 2, 2017**

BLAKE, CASSELS & GRAYDON LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

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and property of Urbancorp (Leslieville) Developments
Inc., Urbancorp (Riverdale) Developments Inc., and
Urbancorp (The Beach) Developments Inc.