

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,
R.S.O. 1990, c. C.30, AS AMENDED

AND IN THE MATTER OF AN APPLICATION MADE BY
JADE-KENNEDY DEVELOPMENT CORPORATION
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE
***CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

MOTION RECORD OF THE TRUSTEE
(re approval of sale of Parking Unit 178 and ancillary relief)
(motion returnable July 16, 2018)

July 10, 2018

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Sam Rappos (LSUC #51399S)
Tel: (416) 218-1137
Fax: (416) 218-1837
Email: samr@chaitons.com

Lawyers for RSM Canada Limited,
Court-appointed Trustee

TO: THE ATTACHED SERVICE LIST

SERVICE LIST

(as of July 10, 2018)

<p>CHAITONS LLP 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9</p> <p>Harvey Chaiton Tel: (416) 218-1129 Fax: (416) 218-1849 E-mail: harvey@chaitons.com</p> <p>Sam Rappos Tel: (416) 218-1137 Fax: (416) 218-1837 Email: samr@chaitons.com</p> <p>Lawyers for the Trustee</p>	<p>RSM CANADA LIMITED 11 King St. West, Suite 700, Box 27 Toronto, ON M5H 4C7</p> <p>Bryan Tannenbaum Tel: (416) 238-5055 Fax: (416) 480-2646 Email: Bryan.Tannenbaum@rsmcanada.com</p> <p>Colleen Delaney Tel: (647) 309-8735 Fax: (416) 480-2646 Email: Colleen.Delaney@rsmcanada.com</p> <p>Trustee</p>
<p>THORNTON GROUT FINNIGAN LLP Ste. 3200, 100 Wellington St. W. PO Box 329, Toronto-Dominion Centre Toronto, ON M5K 1K7</p> <p>Grant Moffat and Asim Iqbal Tel: (416) 304-0599 / (416) 304-0595 Fax: (416) 304-1313 Email: gmoffat@tgf.ca / aiqbal@tgf.ca</p> <p>Lawyers for Laurentian Bank of Canada</p>	<p>ROSENSTEIN LAW 6 Adelaide Street East, Suite 1000 Toronto, ON M5C 1H6</p> <p>Jonathan Rosenstein Tel: (416) 639-2123 Fax: (647) 827-0424 Email: jrosenstein@rosensteinlaw.ca</p> <p>Lawyers for Aviva Insurance Company of Canada</p>
<p>MILLER THOMSON LLP Scotia Plaza, 40 King Street West Suite 5800, P.O. Box 1011 Toronto, ON M5H 3S1</p> <p>Craig Mills Tel: (416) 595-8596 Fax: (416) 595-8695 Email: cmills@millერთhompson.com</p> <p>Lawyers for MarshallZehr Group Inc.</p>	<p>MOLDAVER BARRISTERS 1608-365 Bloor St. E. Toronto, ON M4W 3L4</p> <p>Ron Moldaver, Q.C. Tel: (416) 238-4123 Fax: (416) 929-9604 Email: qcmoldaver@rogers.com</p> <p>Lawyers for Am-Stat Corporation</p>

<p>A. CONTE PROFESSIONAL CORPORATION 242 Applewood Crescent, Unit 12, 2nd Floor Concord, ON L4K 4E5</p> <p>Antonio Conte Tel: (416) 947-0208 Fax: (866) 543-3165 Email: a.conte@contelaw.ca</p> <p>Lawyers for Global Mechanical Ltd. and Global Fire Protection Ltd.</p>	<p>PARENTE, BOREAN LLP 3883 Highway 7, Suite 207 Woodbridge, ON L4L 6C1</p> <p>Gerard Borean Tel: (905) 850-6066 Fax: (905) 850-6069 Email: gborean@parenteborean.com</p> <p>Lawyers for Frendell Kitchens Limited</p>
<p>MILLER THOMSON LLP 60 Columbia Way, Suite 600 Markham, ON L3R 0C9</p> <p>Enzo Di Iorio, Riccardo Del Vecchio and Cara Shames Tel: (905) 415-6711 / 6764 / 6464 Fax: (905) 415-6777 Email: ediiorio@millerthomson.com, rdelvecchio@millerthomson.com, cshames@millerthomson.com</p> <p>Lawyers for 2050491 Ontario Inc., Global Precast Inc., and Draglam Waste & Recycling Inc.</p>	<p>AZEVEDO & NELSON 892 College St. Toronto, ON M6H 1A4</p> <p>William Ribeiro Tel: (416) 533-7133 Fax: (416) 533-3114 Email: wribeiro@azevedonelson.com</p> <p>Lawyers for Triumph Roofing & Sheet Metal Inc.</p>
<p>SIMPSONWIGLE LAW LLP 1 Hunter Street East, Suite 200 Hamilton, ON L8N 3W1</p> <p>Derek Schmuck Tel: (905) 528-8411 x 363 Fax: (905) 528-9008 Email: schmuckd@simpsonwigle.com</p> <p>Lawyers for Screen Painting Ltd.</p>	<p>DOOLEY LUCENTI 10 Checkley Street Barrie, ON L4N 1W1</p> <p>Eric Gionet Tel: (705) 792-7963 Fax: (705) 792-7964 Email: egionet@dllaw.ca</p> <p>Lawyers for CRS Contractors Rental Supply General Partner Inc.</p>
<p>LEVINE, SHERKIN, BOUSSIDAN PROFESSIONAL CORPORATION 300-23 Lesmill Rd. North York, ON M3B 3P6</p> <p>Kevin Sherkin and Jeremy Sacks Tel: (416) 224-2400 Fax: (416) 224-2408</p>	<p>DEVRY SMITH FRANK LLP 95 Barber Greene Road, Suite 100 Toronto, ON M3C 3E9</p> <p>Adam Grossi Tel: (416) 446-5094 Fax: (416) 449-7071</p>

<p>Email: Kevin@lsblaw.com / Jeremy@lsblaw.com</p> <p>Lawyers for Dircam Electric Limited, Great Pyramid Aluminum Ltd. and Procan Inc.</p>	<p>Email: adam.grossi@devrylaw.ca</p> <p>Lawyers for Imperial Trim Supply Ltd.</p>
<p>HAMMOND FLESIAS 3800 Steeles Ave. West, Suite 300 Woodbridge, ON L4L 4G9</p> <p>Richard Hammond and Alex Flesias Tel: (905) 850-8550 Fax: (905) 850-9998 Email: rhammond@hammondfllesias.com / aflesias@hammondfllesias.com</p> <p>Lawyers for Brody Wall System Ltd.</p>	<p>GOLDMAN, SLOAN, NASH & HABER LLP 1600-480 University Ave. Toronto, ON M5G 1V2</p> <p>Leonard Finegold Tel: (416) 597-3376 Fax: (416) 597-3370 Email: finegold@gsnh.com</p> <p>Lawyers for MJC Contracting 2014 Inc</p>
<p>ECCLESTON LLP Toronto Dominion Bank Tower, Ste. 4020, 66 Wellington St. W. PO Box 230, Stn. Toronto Dom. Toronto, ON M5K 1J3</p> <p>Ken Eccleston Tel: (416) 504-3364 Fax: (416) 504-2686 Email: ken@ecclestonllp.com</p> <p>Lawyers for Skyway Canada Limited</p>	<p>LASH CONDO LAW Suite L06 - 73 Richmond Street West Toronto, ON M5H 4E8</p> <p>Joseph Salmon Tel: (416) 214-4132 Email: jsalmon@lashcondolaw.com</p> <p>Lawyers for YRSCC 1265</p>
<p>POON & HO LLP 7100 Woodbine Avenue, Suite 200 Markham, Ontario L3R 5J2</p> <p>Eduardo Lam Tel.: (905) 305-1738 ext. 318 Fax: (905) 305-1739 Email: elam@poonho.ca</p> <p>Lawyers for YRSCC 1228</p>	<p>CANADA REVENUE AGENCY c/o Marko Bobar Tel: (416) 973-3720 Email: Marko.Bobar@cra.gc.ca</p>
<p>DEPARTMENT OF JUSTICE CANADA Ontario Regional Office, Tax Law Services The Exchange Tower 130 King Street West, Suite 3400 Toronto, ON M5X 1K6</p>	<p>TORYS LLP 79 Wellington St. W., 30th Floor Box 270, TD South Tower Toronto, ON M5K 1N2</p>

<p>Rakhee Bhandari Tel: (416) 952-8563 Fax: (416) 973-0810 Email: Rakhee.Bhandari@justice.gc.ca</p> <p>Lawyers for Canada Revenue Agency</p>	<p>Adam Slavens Tel: (416) 865-7333 Fax: (416) 865-7380 Email: aslavens@torys.com</p> <p>Lawyers for Tarion Warranty Corporation</p>
<p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE PO Box 620, 33 King Street West, 6th Floor Oshawa, ON L1H 8E9</p> <p>Kevin J. O'Hara Tel: (905) 433-6934 Fax: (905) 436-451 Email: kevin.ohara@ontario.ca</p>	<p>DIAZ LAW 3950 14th Avenue, Suite 108 Markham, ON L3R 0A9</p> <p>Maria Louisa L. Diaz Tel: (905) 477-7982 Fax: (905) 477-3130 Email: mlldiaz@diazlaw.ca</p> <p>Lawyers for Homelife/Gold Trade Realty Ltd.</p>
<p>CHODOLA REYNOLDS BINDER 720 Walker Road Windsor, ON N8Y 2N3</p> <p>Robert Reynolds Tel: (519) 254-6433 Fax: (519) 254-7990 Email: reynolds@crblaw.ca</p> <p>Lawyers for Trojan Interior Contracting (2002) Limited</p>	<p>CITY OF MARKHAM Anthony Roman Centre 101 Town Centre Boulevard Markham, ON L3R 9W3</p> <p>Catherine M. Conrad Tel.: (905) 475-4737 Fax: (905) 479-7764 Email: CConrad@markham.ca</p>
<p>VITO S. SCALISI 204-3300 Steeles Ave. W. Concord, ON L4K 2Y4 Tel: (905) 760-5588 Fax: (905) 738-4901 Email: vito@scalisilaw.ca</p> <p>Lawyer for The Corporation of The City of Markham</p>	<p>HORATIO FUNG Chief Property Manager Management Office, YRSCC 1228 28 South Unionville Ave., Unit 2101 Markham, ON L3R 4P9</p> <p>Tel: (905) 604-8596 Fax: (905) 604-8796 Email: horatiofung66@gmail.com</p>
<p>MAGONET LAW PROFESSIONAL CORPORATION 188 Avenue Rd. Toronto, ON M5R 2J1</p> <p>Michael Magonet Tel: (416) 368-2100 Ext: 239</p>	<p>BORDEN LADNER GERVAIS LLP Bay Adelaide Centre, East Tower 22 Adelaide Street West Toronto, ON M5H 4E3</p> <p>Kate Menear Tel: (416) 367-6210</p>

Fax: (416) 324-4205
Email: m@magonetlaw.com

Lawyers for Tradeworld Realty Inc.

Fax: (416) 367-6749
Email: KMenear@blg.com

Lawyers for T & T Supermarket Inc.

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**ONTARIO
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FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

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TAB 1

Court File No. CV15-10882-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY
JADE-KENNEDY DEVELOPMENT CORPORATION
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CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

NOTICE OF MOTION

(re approval of sale of Parking Unit 178 and ancillary relief)
(motion returnable July 16, 2018)

RSM CANADA LIMITED (“**RSM**”), in its capacity as Court-appointed *Construction Lien Act* (Ontario) trustee in this proceeding (the “**Trustee**”) will make a motion to a Judge of the Commercial List on July 16, 2018 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

- (a) an order approving the sale by the Trustee of Phase II parking unit 178 (“**Parking Unit 178**”) to Sam S. Luk (the “**Purchaser**”), and vesting such property in the

Purchaser free and clear of all claims and encumbrances (other than permitted encumbrances) upon delivery of a certificate by the Trustee to the Purchaser;

- (b) authorizing the Trustee to distribute \$3,800 from the net sale proceeds of Parking Unit 178 to York Region Standard Condominium Corporation No. 1265 (“**YRSCC 1265**”), on account of its registered condominium lien;
- (c) an order abridging the time for service of the notice of motion and the motion record so that the motion is properly returnable on July 16, 2018; and
- (d) such further and other relief as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

1. On February 11, 2015, Collins Barrow Toronto Limited (“**CBTL**”) was appointed as Trustee under the *CLA* with respect to lands and premises owned by Jade-Kennedy Development Corporation (“**JKDC**”), and legally described in Schedule “A” to the Appointment Order (the “**Property**”), pursuant to the Order of The Honourable Mr. Justice Pattillo dated February 11, 2015 (the “**Appointment Order**”).
2. On December 5, 2017, the Court appointed RSM to replace CBTL as the Trustee in this proceeding.
3. Pursuant to the Appointment Order, the Trustee was authorized to, among other things:
 - (a) act as receiver and manager of the Property;

- (b) take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (c) market any or all of the Property;
 - (d) sell, convey, transfer, lease or assign the Property or any part or parts thereof with the approval of the Court; and
 - (e) apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property.
4. The Property includes Parking Unit 178, which is located in the residential tower. The condominium declaration limits the parties that may acquire the parking unit.
 5. Based on discussions with its realtor, the Trustee determined that it was more cost effective to sell Parking Unit 178 directly.
 6. The Trustee and the Purchaser entered into an agreement of purchase and sale for Parking Unit 178 on June 27, 2018.
 7. The Trustee is of the view that it has fairly and sufficiently exposed Parking Unit 178 to the market, given the limited pool of buyers and the targeted advertisements, and that all reasonable steps have been taken to obtain the best price possible for the unit
 8. The sale transaction is conditional on Court approval and, if such approval is granted, the sale is expected to close on July 16, 2018.

9. In the event that this transaction is approved by the Court and closes, the Trustee will take steps to distribute to YRSCC 1265 the agreed upon amount in connection with its registered condominium lien.

General

10. The Twenty-Third Report of the Trustee dated July 10, 2018 (the “**Twenty-Third Report**”) and the appendices thereto.
11. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the *Rules of Civil Procedure* (Ontario).
12. The equitable and inherent jurisdiction of the Court.
13. Such other grounds as counsel may advise and this Honourable Court may permit.

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

1. The Twenty-Third Report and the appendices thereto; and
2. such further and other material as counsel may advise and this Honourable Court may permit.

July 10, 2018

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Sam Rappos (LSO # 51399S)
Tel: (416) 218-1137
Fax: (416) 218-1837
E-mail: samr@chaitons.com

TO: THE SERVICE LIST

**Lawyers for RSM Canada Limited,
Court-appointed Trustee**

IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

AND IN THE MATTER OF AN APPLICATION MADE BY JADE-KENNED DEVELOPMENT CORPORATION
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Court File No. CV15-10882-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

NOTICE OF MOTION

(re approval of sale of Parking Unit 178 and
ancillary relief)
(motion returnable July 16, 2018)

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Sam Rappos (LSO #51399S)

Tel: (416) 218-1137

Fax: (416) 218-1837

E-mail: samr@chaitons.com

**Lawyers for RSM Canada Limited,
Court-appointed Trustee**

TAB 2

Court File No. CV-15-10882-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C. 30

**AND IN THE MATTER OF THE APPLICATION MADE BY JADE-KENNEDY
DEVELOPMENT CORPORATION FOR THE APPOINTMENT OF A TRUSTEE
UNDER SECTION 68(1) OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C. 30**

**TWENTY-THIRD REPORT TO THE COURT OF RSM CANADA LIMITED AS
CONSTRUCTION LIEN TRUSTEE OF SOUTH UNIONVILLE SQUARE**

July 10, 2018

INTRODUCTION

1. By Order of The Honourable Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 11, 2015 (the “**Appointment Order**”), Collins Barrow Toronto Limited was appointed trustee (the “**Trustee**”) pursuant to section 68(1) of the *Construction Lien Act* (Ontario), of the lands and premises legally described in Schedule “A” of the Appointment Order comprised of commercial and residential condominium units, parking and locker units, and vacant lands owned by Jade-Kennedy Development Corporation (“**JKDC**”) (the “**Property**”). Pursuant to the Order of The Honourable Justice Hainey of the Ontario Court of Justice made on December 5, 2017 (“**December 5, 2017 Order**”), the name of the Trustee was changed to RSM Canada Limited. A copy of the December 5, 2017 Order is attached hereto as “**Appendix A**”.
2. The Appointment Order authorized the Trustee to, among other things, act as receiver and manager of the Property, take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, market any or all of the Property, and sell, convey, transfer, lease or assign the Property or any part or parts thereof with the approval of the Court.
3. All Court documents referred to herein, and other publicly available information relating to this proceeding, has been posted on the Trustee’s website, which can be found at: <http://rsmcanada.com/what-we-do/services/consulting/financial-advisory/restructuring-recovery/current-restructuring-recovery-engagements/jade-kennedy-development-corporation.html>

PURPOSE OF TWENTY-THIRD REPORT

4. The purpose of this Twenty-Third Report of the Trustee (the “**Twenty-Third Report**”) is to request that the Court grant an order:
 - (a) approving the sale by the Trustee of Phase II Parking Unit 178 to Sam S. Luk (the “**Purchaser**”);
 - (b) vesting Phase II Parking Unit 178 in the Purchaser free and clear of all claims and encumbrances (other than permitted encumbrances) upon delivery of a certificate by the Trustee to the Purchaser; and
 - (c) authorizing the Trustee to distribute \$3,800 from the net sale proceeds of Phase II Parking Unit 178 to YRSCC 1265 (as defined below), on account of its registered condominium lien.

TERMS OF REFERENCE

5. In preparing this Twenty-Third Report and making the comments herein, the Trustee has relied upon unaudited financial information, the books and records of JKDC, discussions with management and employees of JKDC and other companies within the MADY group of companies, and information received from other third-party sources (collectively, the “**Information**”). Certain of the information contained in this Twenty-Third Report may refer to, or is based on, the Information. As the Information has been provided by JKDC or other parties, the Trustee has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Trustee has not audited or

otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook and, accordingly, the Trustee expresses no opinion or other form of assurance in respect of the Information.

BACKGROUND

6. JKDC is an Ontario corporation that was incorporated on January 30, 2008 and has its registered office located in Markham, Ontario. JKDC was incorporated for the purpose of being the registered owner of the Property and developer of the South Unionville Square condominium project (the "**SUSQ Project**") to be constructed on certain portions of the Property, which is located in Markham, Ontario.
7. Phase I of the SUSQ Project was the development and construction of 28 residential townhomes, a T&T Supermarket, and a commercial condominium project with units for retail, restaurant, office and medical services.
8. Construction of Phase I was substantially completed on March 5, 2013 and the condominium declaration was registered on April 17, 2013, which established York Region Standard Condominium Corporation No. 1228 ("**YRSCC 1228**").
9. Phase II of the SUSQ Project involved the two-stage development and construction of a 12-storey condominium-apartment tower, which contains residential, parking and locker units in the tower, and twenty-one (21) commercial/retail units located in, adjacent to and/or underneath the tower.

10. The first stage was the development and construction of the residential tower. Construction was substantially completed on June 10, 2014 and the residential condominium declaration was registered on September 11, 2014 (the "**Declaration**"), which established York Region Standard Condominium Corporation No. 1265 ("**YRSCC 1265**"). A copy of the Declaration is attached hereto as **Appendix "B"**.

11. As at the Trustee's appointment, JKDC was still the registered owner of, among other properties, parking units 178 and 179 on level B (the "**Remaining Parking Units**").

SALE OF PARKING UNIT 178

12. In accordance with section 4.3(c) of the Declaration, the Remaining Parking Units can only be sold to:
 - (a) JKDC;
 - (b) YRSCC1265;
 - (c) YRSCC 1228;
 - (d) an owner of a residential unit in the Phase II condominium tower; or
 - (e) an owner of a commercial/retail unit in YRSCC 1228.

13. Based on this and discussions with its realtor, the Trustee determined it was more cost effective to sell these units directly. The realtor advised that the Remaining

Parking Units be made available for sale at a price of \$30,000 each, based on comparable parking units available in the area.

Trustee's Efforts to Sell Phase II Parking Units 178 and 179

14. The Trustee contacted the property managers for YRSCC 1265 and YRSCC 1228 on numerous occasions to determine if the condominium corporations were interested in purchasing these units, and were advised that they were not.
15. The Trustee posted "Notices For Sale" at strategic locations throughout the Phase II condominium tower in English and Chinese in 2016 and 2017.

Phase II Parking Unit 178

16. Phase II Parking Unit 178 is located on level B in the underground. This unit has been advertised as available for sale at \$30,000 based on ongoing input from the Trustee's realtor.
17. Several parties expressed an interest in either of the Remaining Parking Units, including the Purchaser. After negotiations with the Trustee, the Purchaser submitted an offer of \$14,888 on June 27, 2018 that was accepted by the Trustee, as set out in the agreement of purchase and sale dated June 27, 2018 (the "**APS**"), a copy of which is attached hereto as **Appendix "C"**. A copy of the parcel register for Phase II Parking Unit 178 is attached hereto as **Appendix "D"**.
18. Phase II Parking Unit 178 is subject to the following encumbrances:
 - (a) a \$16.5 million charge in favour of Aviva Insurance Company of Canada;

- (b) a \$10.0 million charge in favour of Am-Stat Corporation;
 - (c) a condominium lien in favour of YRSCC No. 1265 in the amount of \$144.00; and
 - (d) a construction lien in favour of Draglam Waste & Recycling Inc.¹
19. The Trustee believes that Phase II Parking Unit 178 has been fairly and sufficiently exposed to the market, given the limited pool of buyers and the targeted advertisements, and that all reasonable steps have been taken to obtain the best price possible for the unit.
20. On this basis, the Trustee recommends that the sale transaction be approved by the Court, as:
- (a) the APS is the only written offer the Trustee has received for Phase II Parking Unit 178;
 - (b) condominium fee arrears are outstanding on Phase II Parking Unit 178, and the lawyer for YRSCC 1265 has requested that the Trustee resolve the outstanding amounts as they have priority over all other parties with registrations against the unit; and
 - (c) the offer is unconditional, other than with respect to the Trustee obtaining Court approval of the sale transaction and a vesting order.

¹ This construction lien claimant has received payment of its claim in full in this proceeding.

21. If the Court approves the sale transaction, Phase II Parking Unit 178 is scheduled to close on July 16, 2018.

22. In the event that this transaction is approved by the Court and closes, the Trustee will take steps to distribute to YRSCC 1265 the agreed upon amount in connection with its registered condominium lien.

All of which is respectfully submitted to this Court as of this 10th day of July, 2018.

RSM CANADA LIMITED

In its capacity as Trustee under the Construction Lien Act of Jade-Kennedy Development Corporation as owner of South Unionville Square and not in its personal capacity

Per:



Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT
President

Appendix “A”

Court File No. CV-17-587715-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE
JUSTICE HAINEY

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TUESDAY, THE 5TH DAY
OF DECEMBER, 2017

BETWEEN:

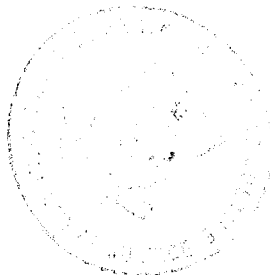
RSM CANADA LIMITED

Applicant

-AND-

1194678 ONTARIO INC.

Respondent



Application under Rule 14.05(3)(h) of the *Rules of Civil Procedure*

SUBSTITUTION ORDER

THIS APPLICATION made by RSM Canada Limited was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Application Record of RSM Canada Limited, including the Affidavit of Bryan A. Tannenbaum sworn December 4, 2017, together with the exhibits attached thereto (the "**Affidavit**"), and on hearing the submissions of counsel for RSM Canada Limited and counsel listed on the Counsel Slip, no one else appearing although served as evidenced by the Affidavit of Service:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record herein is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

EFFECTIVE DATE

1. THIS COURT ORDERS that the effective date of this order (the “**Effective Date**”) shall be December 1, 2017, being the effective date of the acquisition transaction described in the Affidavit and the change of name to RSM Canada Limited (“**Transaction**”).

BIA MANDATES

2. THIS COURT ORDERS that the name RSM Canada Limited be and is hereby substituted in place of the name Collins Barrow Toronto Limited as Trustee in Bankruptcy (the “**Bankruptcy Trustee**”) of the estate files listed as bankruptcies on **Schedule “A”** hereto (the “**BIA Estates**”) and as Proposal Trustee (the “**Proposal Trustee**”) of the estate files listed as proposals on **Schedule “A”** hereto (collectively with the BIA Estates, the “**BIA Mandates**”) and any reference to the name Collins Barrow Toronto Limited in any Court Order in respect of such BIA Mandates or any schedule to such Court Order shall be replaced by the name RSM Canada Limited.

3. THIS COURT ORDERS AND DIRECTS that, for greater certainty all, real and personal property wherever situate of the BIA Estates shall be, remain and is hereby vested in RSM Canada Limited in its capacity as Bankruptcy Trustee, to be dealt with by RSM Canada Limited in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), pursuant to its powers and obligations as Bankruptcy Trustee of the BIA Estates.

4. **THIS COURT ORDERS** that RSM Canada Limited is authorized and directed to continue and to complete the administration of the BIA Mandates, to deal with the property in the BIA Mandates in accordance with its duties and functions as Bankruptcy Trustee or Proposal Trustee, as the case may be, as set out in the BIA and to receive all remuneration of the Bankruptcy Trustee or Proposal Trustee in the BIA Mandates for services performed from the commencement of each of the BIA Mandates until the discharge of the Bankruptcy Trustee or Proposal Trustee, as applicable.

5. **THIS COURT ORDERS** that the requirement and responsibility for taxation of the Bankruptcy Trustee's or Proposal Trustee's accounts in respect of the BIA Mandates with respect to all work performed in respect of such BIA Mandate from the initial appointment of Collins Barrow Toronto Limited or any other party, through to the completion of the administration of such BIA Mandates and discharge of RSM Canada Limited as Bankruptcy Trustee or Proposal Trustee, as applicable, shall be completed using the name RSM Canada Limited.

6. **THIS COURT ORDERS AND DIRECTS** to the extent that security has been given in the name of Collins Barrow Toronto Limited in cash or by bond of a guarantee company pursuant to section 16(1) of the BIA (the "**Security**"), such Security shall be transferred from the name Collins Barrow Toronto Limited to the name RSM Canada Limited and any party holding such Security be and is hereby directed to take all steps necessary to effect such transfer. RSM Canada Limited shall retain all obligations respecting the Security.

RECEIVERSHIP PROCEEDINGS

7. **THIS COURT ORDERS** that the name RSM Canada Limited be and is hereby substituted in place of the name Collins Barrow Toronto Limited as the Receiver, Receiver and

Manager, or Interim Receiver (collectively, “**Receiver**”) in respect of the mandates listed in **Schedule “B”** hereto (the “**Receivership Proceedings**”) and any reference to the name Collins Barrow Toronto Limited in any Court Order in respect of such Receivership Proceedings or any schedule to such Court Order shall be replaced by the name RSM Canada Limited.

CONSTRUCTION LIEN ACT PROCEEDINGS

8. **THIS COURT ORDERS** that the name RSM Canada Limited be and is hereby substituted in place of the name Collins Barrow Toronto Limited as trustee under the *Construction Lien Act* in respect of the mandates listed in **Schedule “C”** hereto (the “**CLA Proceedings**”) and any reference to the name Collins Barrow Toronto Limited in any Court Order in respect of such CLA Proceedings or any schedule to such Court Order shall be replaced by the name RSM Canada Limited.

ESTATE TRUSTEE DURING LITIGATION PROCEEDINGS

9. **THIS COURT ORDERS** that the name RSM Canada Limited be and is hereby substituted in place of the name Collins Barrow Toronto Limited as Estate Trustee During Litigation in respect of the mandate listed in **Schedule “D”** hereto (the “**Estate Trustee During Litigation Proceeding**”) and any reference to the name Collins Barrow Toronto Limited in any Court Order in respect of such Estate Trustee During Litigation Proceeding or any schedule to such Court Order shall be replaced by the name RSM Canada Limited.

SUBSTITUTED MANDATES

10. Collectively, the BIA Mandates, the Receivership Proceedings, the CLA Proceedings and the Estate Trustee During Litigation Proceeding are referred to herein as the “**Substituted Mandates**”.

11. **THIS COURT ORDERS** that RSM Canada Limited (and its directors, officers, employees, agents, legal counsel and other representatives, as applicable, collectively “**Representatives**”) will continue to have all rights, benefits, protections and obligations granted to Collins Barrow Toronto Limited (and its Representatives, as applicable) under any order made in the Substituted Mandates or any statute applicable to the Substituted Mandates or any contract or agreement to which RSM Canada Limited is party under the name Collins Barrow Toronto Limited in the Substituted Mandates. For greater certainty and without limitation, this includes the benefit of any indemnity, charge or priority granted in the Substituted Mandates and relief from the application of any statute including the *Personal Information Protection and Electronic Documents Act* (Canada) (“**PIPEDA**”).

12. **THIS COURT ORDERS** that to the extent required by the applicable Orders in the BIA Mandates, Receivership Proceedings, CLA Proceedings and Estate Trustee During Litigation Proceeding, the accounts of Collins Barrow Toronto Limited and its legal counsel in respect of the Substituted Mandates shall be passed in accordance with the applicable Orders in the Substituted Mandates in the name and on the application of RSM Canada Limited.

ACCOUNTS

13. **THIS COURT ORDERS** that RSM Canada Limited be and is hereby authorized to transfer any and all accounts from the name Collins Barrow Toronto Limited to the name RSM Canada Limited and, if the name on such accounts cannot be changed, to transfer all funds that remain in its trust bank accounts that belong or relate to the Substituted Mandates, or otherwise, to accounts in the name RSM Canada Limited, and RSM Canada Limited be and is hereby authorized to take all steps and to execute any instrument required for such purpose. Any bank, financial institution or other deposit-taking institution with which RSM Canada Limited banks be

and is hereby authorized to rely on this Order for all purposes of this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

14. **THIS COURT ORDERS AND DIRECTS** that RSM Canada Limited be and is hereby authorized to endorse for deposit, deposit, transfer, sign, accept or otherwise deal with all cheques, bank drafts, money orders, cash or other remittances received in relation to any of the Substituted Mandates where such cheques, bank drafts, money orders, cash or other remittances are made payable or delivered to the name Collins Barrow Toronto Limited, in relation to the same, and any bank, financial institution or other deposit-taking institution with which RSM Canada Limited banks be and is hereby authorized to rely on this Order for all purposes of this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

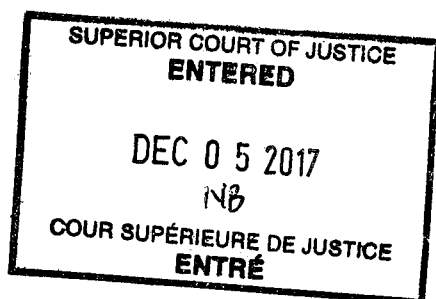
REAL PROPERTY

15. **THIS COURT ORDERS AND DIRECTS** that the Registrar of Land Titles in any Land Title District wherein any registration was previously made in the name Collins Barrow Toronto Limited in its capacity as Bankruptcy Trustee, Proposal Trustee, Receiver, trustee under the *Construction Lien Act* or Estate Trustee During Litigation in respect of Substituted Mandates including, without limitation, the registrations in respect of the real property described in Schedule "E" hereto, be and is hereby authorized and directed to amend any such registration to reflect the substitution of the name RSM Canada Limited for Collins Barrow Toronto Limited.

GENERAL

16. **THIS COURT ORDERS** that this Order shall be effective in all judicial districts in Ontario which govern any of the Substituted Mandates.

17. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.
18. **THIS COURT ORDERS** that RSM Canada Limited shall notify the parties on the Service Lists of the Substituted Mandates (if applicable) of the new website established for such Substituted Mandate and shall post a copy of this Order to the website of each Substituted Mandate and that such notice shall satisfy all requirements for service or notification of this application and this Order on any interested party in the Substituted Mandates including, without limitation, proven creditors within the BIA Mandates, parties on the Service Lists of the Substituted Mandates (if applicable), the applicable bankrupts or debtors within the Substituted Mandates, and any other person, and any other requirements of service or notification of this application be and is hereby waived.
19. **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 RSM Canada Limited 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 RSM Canada Limited as may be necessary or desirable to give effect to this Order, or to assist RSM Canada Limited and its agents in carrying out the terms of this Order.



A handwritten signature in black ink, appearing to read "Hainey J.", written over a horizontal line.

Schedule "A": BIA Mandates

Bankruptcies

Name	Estate Number
1. Carrington Homes Ltd.	31-OR-207962-T
2. CHF (formerly known as Canadian Hunger Foundation)	33-2051143
3. Nordic Gold Salmon Products Ltd.	31-OR-208026-T
4. Sean Teperman Consulting Corp.	31-2294107
5. 1-800 Mascots Inc.	31-2177932
6. George Fernicola	31-457619
7. D. Mady Investments Inc.	31-2281994
8. David Mady Investments (2008) Inc	31-2281991
9. D. Mady Holdings Inc.	35-2292366

Proposals

Name	Estate Number
1. Sean Teperman Consulting Corp.	31-2294107
2. D. Mady Investments Inc.	31-2281994
3. David Mady Investments (2008) Inc.	31-2281991
4. John Robert Charles Hunter	32-1886289
5. William Ian Innes	31-1877401

Schedule "B": Receivership Proceedings

Name	Court File Number
1. 2131059 Ontario Limited	CV-15-10951-00CL
2. 2380009 Ontario Limited	CV-16-011354-00CL
3. 64, 68 and 70 Reynolds Drive, Brockville, Ontario and 10, 14, 18 and 22 Salisbury Avenue, Brockville, Ontario, and 39-85 Costello Avenue, Ottawa, Ontario	17-72881
4. Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto, Limited	CV-08-361644
5. Dang Variety Store and Gas Bar and Lucky Restaurant Inc.	C-585-16
6. 2267 Industrial Street Investments Ltd.	CV-15-4228-00

Schedule "C": CLA Proceedings

Name	Court File Number
1. 144 Park Ltd.	CV-15-10843-00CL
2. Jade-Kennedy Development Corporation	CV-15-10882-00CL

Schedule "D": Estate Trustee During Litigation Proceeding

Name	Court File Number
1. Estate of Lev Alexandr Karp	05-100/17

Schedule E: Real Property

Receivership Proceedings

- (i) With respect to the receivership proceedings of 2380009 Ontario Limited, the following properties:

MUNICIPAL ADDRESS: 2370 South Sheridan Way, Mississauga, ON
LEGAL DESCRIPTION: PT LT 33, CON 2 SDS TT , PTS 1 TO 6, 43R10160 ; EXCEPT S/T RO580849; S/T RO646570; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 2, 3, PL 43R34842 AS IN PR2350267; CITY OF MISSISSAUGA
ROLL NUMBER: 05-02-0-048-14400-0000-0 3
PIN: 13429-0002 (LT)

- (ii) With respect to the receivership proceedings of 64, 68 and 70 Reynolds Drive, Brockville, Ontario and 10, 14, 18 and 22 Salisbury Avenue, Brockville, Ontario, and 39-85 Costello Avenue, Ottawa, Ontario, the following properties:

- *Brockville Property*
BLOCK F, PLAN 250, BROCKVILLE, CITY OF BROCKVILLE BEING ALL OF PIN 44175-0386 (LT)
- *Ottawa Property*
BLOCK L, PLAN 529418, NEPEAN, CITY OF OTTAWA BEING ALL OF PIN 04694-0184 (LT)

CLA Proceedings

- (i) With respect to the CLA proceeding of 144 Park Ltd., the unsold units listed below in respect of the following properties:

PIN: 22417-0135 (LT)
LRO: # 58
Property Description: Part of Lots 217, 218, 219 & 267 Plan 385, Being Part 1 on 58R- 17836; Subject to an easement as in WR666363; City of Waterloo

PIN: 22417-0134 (LT)
LRO: # 58
Property Description: Lots 2 & 3, Part of Lots 1, 4, 5, & 6 Plan 186, Being Part 2 on 58R-17836; Subject to an easement as in WR666363; City of Waterloo

144 Park Ltd.: Unsold Units

Unit	23591	0002
Parking	23591	0033
Locker	23591	0016

- (ii) With respect to the CLA proceeding of Jade-Kennedy Development Corporation, the unsold units listed below in respect of the following properties:

Jade-Kennedy Development Corporation: Unsold Phase I Commercial Units

PIN	Property Description
29759-0742 (LT)	Unit 388, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0744 (LT)	Unit 390, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0774 (LT)	Unit 25, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0805 (LT)	Unit 56, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0806 (LT)	Unit 57, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-08014 (LT)	Unit 65, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham

Jade-Kennedy Development Corporation: Unsold Residential Units

PIN	Property Description
29796-0429 (LT)	Unit 178, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0430 (LT)	Unit 179, Level B, York Region Standard Condominium Plan No. 1265

PIN	Property Description
	and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham

Jade-Kennedy Development Corporation: Unsold Phase II Commercial Units

PIN	Property Description
29759-0839 (LT)	Unit 360, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0840 (LT)	Unit 361, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0841 (LT)	Unit 85, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham

Estate Trustee During Litigation Proceeding

With respect to Lev Alexandr Karp, the following property:

PIN 5911 - 0011 LT
Description UNIT 11, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 119; PT LT 48 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 7, 8, 9, 10, 12, 13, 14 & 15 51R18700, PTS 1 & 2 51R19269, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT171901 & LT175111;
 COLLINGWOOD
Address 43 LIGHTHOUSE LANE E
 COLLINGWOOD

RSM CANADA LIMITED

1194678 ONTARIO INC.

and

Applicant

Respondent Court File No: CV-17-587715-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

SUBSTITUTION ORDER

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Shawn T. Irving (LSUC No. 50035U)
Tel: 416.862.4733

Patrick Riesterer (LSUC No. 60258G)
Tel: 416.862.5947
Fax: 416.862.6666

Lawyers for the Applicant,
RSM Canada Limited

Appendix “B”

OFFICE SCHEDULE

Number YR. 2185723
 CERTIFICATE OF RECEIPT

SEP 11 2014 14:38

YORK REGION
 No. 65
 AURORA

Jeff Hilbert
 LAND REGISTRAR

**DECLARATION
 CONDOMINIUM
 ACT, 1998**

YORK REGION STANDARD CONDOMINIUM PLAN NO. 1265

NEW PROPERTY IDENTIFIER'S BLOCK 29796

**RECENTLY: Pt Lots 1 & 2 Registered Plan 2196 & Pt Lot 9
 Con 6(MKM), Markham; Pt Pin 02963-3602**

**DECLARANT: JADE-KENNEDY DEVELOPMENT
 CORPORATION**

SOLICITOR: Mark L. Karoly

HARRIS, SHEAFFER LLP

**YONGE CORPORATE CENTRE
 4100 YONGE STREET, SUITE 610
 TORONTO, ONTARIO M2P 2B5**

PHONE: 416-250-5800

FAX: 416-250-5300

No. OF UNITS 761

FEES: \$70.00 + (\$5.00 x number of units) = \$3875.00

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:

JADE-KENNEDY DEVELOPMENT CORPORATION

(hereinafter called the "**Declarant**")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Markham, 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 within a portion of the Building located upon the Property, the Residential Condominium containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Lands, together with the Residential Condominium constructed thereon, shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I

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) "**Applicable Zoning By-laws**" means the Zoning By-laws, rules or regulations (as amended from time to time) of the City of Markham or any governmental authority having jurisdiction;
- (b) "**Board**" means the Corporation's board of directors;
- (c) "**Building**" means the comprehensive mixed use building and other improvements comprising the Phase II portion of The Mall at South Unionville Square and this Residential Condominium, as those terms are defined herein and in the Shared Facilities Agreement;
- (d) "**By-law(s)**" means the by-law(s) of the Corporation enacted from time to time;
- (e) "**Commercial Corporation**" means York Region Standard Condominium Corporation No. 1228;
- (f) "**Common Elements**" means all the Property except the Units;
- (g) "**Corporation**" or "**Condominium**" or "**Residential Condominium**" means the standard condominium created by the registration of this Declaration and Description on the Lands and premises described in Schedule or "A";
- (h) "**Disabled Parking Units**" means those Parking Units legally described as Units 2, 3 and 75 on Level B;

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- (i) "**Locker Units**" means Units 258 to 510 inclusive on Level B;
- (j) "**Owner**" means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- (k) "**Parking Units**" means Units 1 to 257 inclusive on Level B;
- (l) "**Registration Date**" means the date of the registration of this Declaration;
- (m) "**Residential Units**" means Units 1 to 10, inclusive, on Level 1; Units 1 to 22, inclusive, on Level 2; Units 1 to 24, inclusive, on Level 3; Units 1 to 22, inclusive on Level 4; Units 1 to 23, inclusive on Levels 5 to 8, inclusive; Units 1 to 21, inclusive on Levels 9 and 10; Units 1 to 20, inclusive, on Level 11 and Units 1 to 19, inclusive, on Level 12;
- (n) "**Rules**" means the rules passed by the Board from time to time in accordance with the provisions of the Act;
- (o) "**Shared Facilities**" shall have the meaning ascribed to it in the Shared Facilities Agreement;
- (p) "**Shared Facilities Agreement**" or "**SFA**" means the mutual easement and cost-sharing agreement entered into between the Declarant and the Commercial Corporation (with the Declarant entering into same for and on behalf of the Residential Condominium) and providing, amongst other things, for the mutual use, maintenance and cost-sharing of the Shared Facilities. The term "Shared Facilities Agreement" shall also be deemed to include, in its definition, any supplementary agreement(s) or counterpart agreement(s) which affirms, amends and/or supersedes the original Shared Facilities Agreement between the aforementioned parties and/or their respective successors and assigns and/or the Residential Condominium;
- (q) "**Shared Facilities Costs**" shall have the meaning ascribed to it in the Shared Facilities Agreement;
- (r) "**The Mall at South Unionville Square**" or "**Commercial Condominium**" means the phased condominium registered by the Declarant as York Region Standard Condominium Plan No. 1228 pursuant to Part XI of the Act on the lands legally described as part of Lot 9, Concession 6 (Geographic Township of Markham), Blocks 172, 173 and 174, Plan 65M-3178 and part of Lots 1, 2 and 3, Plan 2196, City of Markham, Regional Municipality of York, designated as Part 1 on Reference Plan 65R-34162 ("**Phase I**") and that part of the first floor of the Building and part of one floor below grade of the Building, legally described as part of Lot 1, Plan 2196, City of Markham, Regional Municipality of York, designated as Part 2 on Reference Plan 65R-34162 ("**Phase II**");
- (s) "**Total Site**" means the Commercial Condominium and the Residential Condominium;
- (t) "**Units**" means all portions of the condominium designated as a unit, collectively, as the context may require.

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 constitutes 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 Inclusions/Exclusions from Units

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries, as set out in **Schedule 'C'** annexed hereto. Notwithstanding the boundaries of any unit set out in Schedule 'C' annexed hereto, and notwithstanding anything else provided in this declaration to the contrary, it is expressly stipulated and declared that:

Residential Units

- (a) Each Residential Unit shall **include** all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply any service to that particular Unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and shall specifically include:
- i) if present, the complete individual forced-air combination heating and cooling unit (and all equipment and fixtures appurtenant thereto), which provides both heating and cooling services to the unit exclusively regardless of whether the same is installed or located within or beyond the boundaries of said unit;
 - ii) all electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular unit only regardless of whether the same is installed or located within or beyond the boundaries of said unit; and
 - iii) any branch piping extending to the common pipe risers, but excluding only the common pipe risers;
- (b) Each Residential Unit shall **exclude**:
- i) all concrete, concrete block or masonry portions of load bearing walls or columns located within any of the dwelling units;
 - ii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that lie within the boundaries of any particular dwelling unit but which do not service that particular residential unit;
 - iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;
 - iv) any rigid insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and
 - v) all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes).

Parking Units and Locker Unit

a) **each unit shall exclude:**

- i) all concrete, concrete block or masonry portions of load bearing walls or columns located within (or comprising part of) the boundaries any parking unit;

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- ii) all fans, pipes, wires, cables, conduits, ducts and mechanical or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to the unit and/or the common elements, and that lie within the boundaries of the unit; and
- iv) any heating or air-conditioning equipment, ducts, flues, shafts and /or controls of same that supply any service to the unit and/or the common elements, and that lie within the boundaries of the unit.

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 Schedules "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 Management Office, 8323 Kennedy Road, Markham, Ontario L3R 5W7 or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o 89 Skyway Avenue, Suite 200, Toronto, Ontario, M9W 6R3. The Corporation's municipal address is 8323 Kennedy Road, Markham, Ontario L3R 5W7.

1.8 Approval Authority Requirements

The following condition has been imposed by the approval authority and are required to be included in this Declaration:

- a) the Corporation shall be bound by and comply with the terms of a Shoring Encroachment Agreement dated April 12, 2013 between the Regional Municipality of York and the Declarant. (Refer to paragraph 9.1(e) of this Declaration)

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 II

COMMON EXPENSES

2.1 Specification of Common Expenses

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.

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 such

Owner's family member, tenants, and/or their respective 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 provisions of the Act;
- (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; and
- (c) However, for the purposes of the Act, this Declaration and/or the Shared Facilities Agreement, any and all portions of the Shared Facilities, not comprising part of the registered description plan of this Condominium shall be deemed to be an "asset" of the Corporation for the purposes of utilizing any of its Reserve Fund(s) in connection with this Corporation's responsibility to share in the cost of repairing and/or replacing the Shared Facilities.

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 III

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 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 Units;
- (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) 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 ("**Development Agreements**") or which would require obtaining the consent or approval of any person pursuant to the terms of the Development Agreements.

3.2 Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of 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).

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 party, person or other entity pursuant to this Declaration, any By-law and/or the Rules.

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 the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time.
- (b) Save and except for the roof-top terrace accessed from Level 4, no one shall be entitled to place or affix any matter or thing directly on the roof or on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the catwalks, the cooling tower, the boiler room and/or the fresh air ducts.
- (c) 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.

(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

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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:

- (i) 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 or the Commercial Condominium from time to time;
- (ii) 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 any one 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
- (iii) 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 and the Commercial Condominium have been transferred by the Declarant.

3.6 Storage of Refuse

No outdoor storage of refuse will be permitted on the site. Storage of refuse shall only be permitted within the designated refuse storage rooms on the Property and in accordance with all requirements of governmental authorities.

3.7 Pets

No animal, livestock or fowl, other than household domestic pets as permitted pursuant to Article IV of this Declaration, is permitted to be on or about the Common Elements, including the exclusive use Common Elements, 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 to and egress from a Unit and, while on the Common Elements of the building or on the grounds. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in its sole and absolute discretion, to be a danger to the residents of the Corporation is permitted to be on or about the Common Elements.

ARTICLE IV

UNITS

4.1 General Use

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

- (a) No 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 the ground floor commercial/retail units forming part of Phase II in the Commercial Condominium) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements or the ground floor commercial/retail units forming part of Phase II in the Commercial Condominium 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 the ground floor commercial/retail units forming part of Phase II in the Commercial Condominium, 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 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 the ground floor commercial/retail units forming part of Phase II in the Commercial Condominium or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation 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 for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such; and
- (b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the Rules.

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 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 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.

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- (b) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. 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 building, 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 buildings. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property;
- (c) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board consents in writing to the said antenna, aerial or satellite dish, which consent may be arbitrarily withheld.
- (d) 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;
- (e) No animal, livestock, fowl, insect, reptile or pet of any kind other than general household, domestic pets defined as follows: two (2) dogs; or two (2) cats; or not more than two (2) small caged birds; or an aquarium of fish; or two (2) small caged animals usually considered to be a pet, shall be kept or allowed in any Unit. No pet which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Residential Unit and the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board in its sole and absolute discretion, to be a danger to the residents of the Corporation shall be permitted in any Unit or the Common Elements. No breeding of animals for sale shall be carried on, in or around any Unit;
- (f) In the event the Board determines, in its sole discretion, acting reasonably, that any noise or odour is being transmitted to another Unit and that such noise or odour 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 Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise or odour, the Board shall take such steps as shall be necessary to abate the noise or odour and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise or odour, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis which shall be deemed to be additional contributions to common expenses and recoverable as such; and
- (g) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his or her Unit 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. Without limiting the generality of the foregoing, no boundary wall, load bearing capacity of any floor, roof, exclusive use Common Elements or partition wall, floor, door, window, toilet, shower, bath tub, heating, air conditioning, plumbing or electrical installation with the exception of electrical light fixtures contained in the Unit, shall be replaced, removed, or otherwise altered without the prior written consent of the Board. When requesting such consent, the Owner shall provide to the Board a copy of the plans relating to the proposed structural 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 for the purpose of confirming, in its sole and absolute discretion, that the proposed structural change, renovation, alteration or addition will not:

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- (i) adversely affect the structural integrity of the Unit or any other Unit;
 - (ii) detract from the use or enjoyment by an Owner or occupant of any other Unit;
 - (iii) negatively impact the aesthetic appearance of the condominium townhouse complex;
 - (iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
 - (v) obstruct access to any utility easements or public services;
 - (vi) encroach on the Common Elements or any other Unit;
 - (vii) obstruct the drainage pattern of the Property; or
 - (viii) offend any provisions of any municipal or zoning by-law or restriction.
- (h) (i) For the purpose of this subparagraph, "Vertical Party Wall" means a vertical wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, upon executing an agreement pursuant to Section 98 of the Act, with the prior written consent of the Board which may attach any reasonable conditions to the said agreement, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
- (a) erect, remove or alter any internal walls or partitions within his or her Residential Unit; or
 - (b) where he or she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical Party Wall;
- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any a structure where there is functioning or operating machinery and equipment which is part of the Common Elements;
- (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
- A. the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
 - B. the provisions of the By-Laws of the Corporation and the Rules or other conditions, if any, of approval by the Board; and
 - C. the drawings, specifications and data lodged with the Board;
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to this subparagraph (h), the Owner shall deliver a further

certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made; and

- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall as aforesaid, the Residential Unit and the adjoining Residential Unit thereto shall still constitute two separate Residential Units, as set out in the Description and all obligations of the Owners of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Condominium, shall remain unchanged.

4.3 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of motor vehicles 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 the parking structure within the Property. 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 or her Parking Unit in a clean and sightly 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 Residential Units in this Corporation have been transferred.
- (c) 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 the Residential Units, provided however, that any sale, transfer, assignment, lease or other conveyance of any Parking Unit shall be made only to the Declarant, to the Corporation or to the Commercial Condominium, or to any Owner of a Residential Unit in this Corporation or to an owner of a commercial/retail unit in the Commercial Condominium. Parking Units may be leased to tenants in actual occupation of Residential Units or such commercial/retail subject to the provisions in this Article IV of the Declaration. 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.
- (d) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Parking Units the Board may, from time to time, designate the said Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the City of Markham and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (e) No Owner, other than the Declarant, or a related party, shall retain ownership of a Parking Unit after such Owner has sold or conveyed title to his or her Residential Unit(s), unless said Owner is also an owner of a unit in the Commercial Condominium.
- (f) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever.

- (g) The Disabled Parking Units shall be subject to the following:
- (i) In the event that a “person with a disability”, as defined in the regulations promulgated pursuant to the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended from time to time, including a driver whose licence plate incorporates the international symbol for the disabled, purchases or leases a Residential Unit and a Parking Unit which is not a Disabled Parking Unit, the owner or any person occupying the Disabled Parking Unit shall (if that person is not also a person with a disability), upon notice from the Corporation and at the request of the person with a disability, exchange the right to occupy the Disabled Parking Unit with the person with a disability for the Parking Unit which was purchased or leased by the person with a disability, said exchange of the right to occupy said space to continue for the full period of the person with a disability’s residence in the building.
 - (ii) When a person with a disability requests an exchange of occupancy rights for the Disabled Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Disabled Parking Unit and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner or occupant is not a person with a disability.
 - (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.

4.4 Locker Units

- (a) Each Locker Unit shall only be used for the storage of non-hazardous and non-combustible materials that shall not constitute a danger or nuisance to the residents of the Condominium. Each Locker Unit Owner shall maintain his or her Locker Unit in a clean and sightly 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 Locker Units which right shall continue until such time as all the Residential Units and Locker Units in the Residential Condominium have been conveyed.
- (c) Notwithstanding the provisions of this section, in the event that the Corporation becomes the Owner of certain of the Locker Units, the Board may, from time to time, designate the said Locker Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the City of Markham and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Any or all of the Locker 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 Locker Unit shall be made only to the Declarant, to the Corporation, or to any Owner of a Residential Unit in this Corporation. Locker Units may be leased to tenants in actual occupation of Residential Units in this Condominium, subject to subparagraph 4.5 of Article IV of the Declaration.
- (e) No person, other than the Declarant, or a related party, shall retain ownership of a Locker Unit after such person has sold or conveyed title to his or her Residential Unit(s);
- (f) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Locker Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever.

4.5 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) An 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) The term of any lease of a Parking Unit or Locker Unit shall terminate immediately upon the tenant ceasing to reside in the Corporation.
- (f) The minimum term for the lease of Residential Unit shall be six (6) months.

ARTICLE V

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 this Declaration, each Owner shall repair his or her Unit after damage, all at his or her own expense. Without limiting the generality of the foregoing, each Owner shall maintain and repair:
 - (i) the interior surface of doors which provide the means of ingress to and egress from a Residential Unit, and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, tenants, licensees or invitees to his or her Unit;
 - (ii) the interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the balcony or terrace together with the balcony or terrace, itself which has been designated as an exclusive use area in respect of such Unit in a clean and slightly condition; and repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, tenants, licensees and invitees to the Residential Unit;
 - (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
 - (iv) the bathtub enclosures, tiles, shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit;

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- (v) his or her Parking Unit, and Locker Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the Parking Units;
 - (vi) and repair gas fireplaces if any, within the Unit, provided that only persons certified to repair gas appliances shall be allowed to perform such services;
- (b) 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 (to and including the shut-off valve) such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. The Corporation may make provision in its annual budget for the maintenance and repair of the heating, ventilation and air-conditioning system, 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.
- (c) The Corporation shall conduct such maintenance and make any repair that an Owner is obliged to make and that the Owner does not make within a reasonable time and in such an event, such Owner shall be deemed to have consented to having said repairs done by the Corporation, and such 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 repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum, calculated monthly not in advance from the date or dates incurred, until paid by the Owner. The Corporation may collect all such costs 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.

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 occupants, 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 or wilful misconduct of the Owner, his or her occupants, 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) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements, other than any improvements to (and/or any facilities, services or amenities installed by any unit Owner upon) any common element areas set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Corporation, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.
- (b) The Corporation shall maintain and repair the Parking Units and the Locker Units and the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, except to the extent that

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the aforesaid Units and Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1.

- (c) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner of a Residential Unit shall be responsible for the maintenance of all interior door and window surfaces within his or her Residential Unit.
- (d) Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owner's negligence, or the negligence of his or her residents, tenants, invitees or licensees.
- (e) While Owners are responsible for the replacement and repair of the heating, air conditioning and ventilation equipment, the Corporation shall maintain the heating, air conditioning and ventilation equipment, with such periodic maintenance to include regularly scheduled inspections of all such equipment and the cleaning and replacement of air filters. The Corporation shall ensure compliance with common industry practice with regard to the manufacturers' recommended maintenance program. The Corporation shall not be responsible for damage which arises as a result of premature failure, improper functioning and/or inadequate repair.

ARTICLE VI

INDEMNIFICATION

- 6.1 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 VII

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 occupants, 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 TWO MILLION (\$2,000,000.00) 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

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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 VIII; 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 VIII

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

- 8.1 The Corporation may enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:
- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;
 - (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
 - (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
 - (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other Corporation authorized to act as a Trustee, as the Owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a Common Expense.

- 8.2 In the event that:
- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
 - (b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;

- (c) the Board, in accordance with the provisions of the Act, determines that:
- (i) there has not been substantial damage to twenty-five (25%) per cent of the building; or
 - (ii) there has been substantial damage to twenty-five (25%) per cent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

ARTICLE IX

DUTIES OF THE CORPORATION

- 9.1 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, namely:
- (a) To not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services to be provided to the Commercial Condominium so that same are fully functional and operable during normal or customary hours of use.
 - (b) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Unit 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 and other owners of The Mall at South Unionville Square to construct, complete, maintain and repair the Commercial Condominium (including Phase II) and to fulfill the Declarant's obligations to all governmental authorities. In this regard, the Declarant shall be permitted to erect hoarding or install tiebacks within the common elements of the Condominium or temporarily block portions of the Common Elements as necessary to complete the construction of Phase II.
 - (c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants, occupants, licencees 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 any of the Condominium, as more particularly set out in the foregoing provisions of this Declaration.
 - (d) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by an Unit Owner, or their respective tenants, occupants, licencees or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement enjoyed by the Commercial Condominium and/or their respective occupants, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration.
 - (e) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development, encroachment or similar agreements (as well enter into a formal assumption agreement with the Corporation of the City of Markham, the Regional Municipality of York or other Governmental Authorities relating thereto, if so required by the Corporation of the City of Markham, the Regional Municipality of York or other Governmental Authorities). Without limiting the generality of the foregoing, the Corporation shall be bound by and comply with the terms of a Shoring Encroachment Agreement dated April 12, 2013 between the Regional Municipality of York and the Declarant.

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- (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 accept and register within thirty (30) days of the Declarant's request, a Transfer/Deed of Land for any Units that the Declarant wishes to transfer to the Corporation.
- (i) To allow the Declarant and any of its agents, trades or nominees unconditional access to the Property as needed by the Declarant in its discretion in order to rectify any deficiency in the Units or Common Elements or to take any action required by the Declarant in order to allow the Declarant to recover any security delivered by the Declarant to any of the Governmental Authorities.
- (j) 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 X

GENERAL MATTERS AND ADMINISTRATION

10.1 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. In addition, the Corporation, its agents or any other person authorized by the Board of Directors shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the Owner of such Unit has the exclusive use, at such reasonable times and upon giving reasonable notice, to facilitate window washing and maintenance of the suites below;
- (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;

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- (d) The Corporation shall retain a key to all locks to each Unit. No Owner shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the Common Elements of which such Owner has the exclusive use; and
- (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.

10.2 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.

10.3 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.

10.4 Interpretation of Declaration

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

10.5 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 Markham, this 28th day of JULY, 2014.

**JADE-KENNEDY DEVELOPMENT
CORPORATION**

Per: _____
Name: CHARLES MADY
Title: Authorized Signing Officer

I/We have authority to bind the Corporation

SCHEDULE "A"

Part of Lots 1 and 2, Plan 2196 and part of Lot 9, Concession 6, (Geographic Township of Markham) designated as Part 3 on Plan 65R-34162, City of Markham, Regional Municipality of York, Province of Ontario and comprising a portion of property identification number 02963-3602 (the "**Condominium Lands**").

SUBJECT TO an easement over Part 3, Plan 65R-34162 as set out in YR1657121.

TOGETHER WITH a right-of-way over part of Lot 2, Plan 2196, designated as Parts 2, 3, 5, 6 and 7, Plan 65R-27668 until such lands are dedicated as a public highway as in YR623430 as partially released by YR1962278.

TOGETHER WITH an easement over over the Common Elements of York Region Standard Condominium Plan No. 1228 as set out in YR1966697.

TOGETHER WITH the following rights of way or rights in nature of an easement in favour of the owner(s) , their successors and assigns of the Condominium Lands over part of Lot 1, Plan 2196 (Geographic Township fo Markham) designated as Part 2, Plan 65R-34162 being part of PIN 02963-3602 provided that upon the registration of an amendment to the declaration and description pursuant to the *Condominium Act, 1998*, S.O. 1998, C.19, as amended or replaced on the SUSQ Commercial Phase 2 Lands, the rights-of-way or rights in the nature of an easement described herein shall automatically cease to apply to, against or with respect to all units described in such amendment to the declaration and description:

- (a) for the purposes of providing unrestricted vehicular and pedestrian ingress and egress including, but not limited to, all manner of construction vehicles, garbage, maintenance, delivery and removal vehicles, necessary to the use and operation of the Condominium Lands;
- (b) for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains, water mains, storm and sanitary sewers, electrical cables, wires, conduits or ducts, telephone and cable television cables, wires, conduits or ducts, fire alarm systems, security systems and sump pumps all of which are necessary to the construction, use or operation of the improvements situate within the Condominium Lands;
- (c) in and through part of Lot 1, Plan 2196 (Geographic Township fo Markham) designated as Part 2, Plan 65R-34162 being part of PIN 02963-3602 for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the improvements situate within the Condominium Lands; and
- (d) a right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs, footings, foundation and soil all of which are situate within the SUSQ Commercial Phase 2 Lands and are necessary for support of the Condominium Lands.

RESERVING rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of part of Lot 1, Plan 2196 (Geographic Township fo Markham) designated as Part 2, Plan 65R-34162 being part of PIN 02963-3602, which said rights-of-way or rights in the nature of easements are as follows:

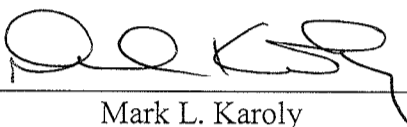
- (a) in, over, along and through the stairwells situate within the Common Elements of this Condominium on Levels 1, A and B for the purposes of providing emergency pedestrian ingress and egress; and

- (b) a right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs, footings, foundation and soil all of which are situate within the Common Elements of this Condominium and are necessary for the support of the SUSQ Commercial Phase 2 Lands.

In our opinion, based on the parcel register or abstract index, and the plans and documents recorded therein, the legal description set out above is correct, the easements hereinbefore described exist in law, and the declarant is the registered owner of the aforementioned lands and appurtenant easements hereinbefore described.

HARRIS, SHEAFFER LLP
Solicitors and duly authorized
representatives of
**JADE-KENNEDY DEVELOPMENT
CORPORATION**

Date: August 21, 2014

Per: 
Mark L. Karoly

SCHEDULE "B"**CONSENT**

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. LAURENTIAN BANK OF CANADA has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number YR1763873 in the Land Titles Division of the York Region Registry Office (No. 65).
2. LAURENTIAN BANK OF CANADA consents 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. LAURENTIAN BANK OF CANADA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. LAURENTIAN BANK OF CANADA is entitled by law to grant this consent and postponement.

DATED this 23 day of July, 2014.

LAURENTIAN BANK OF CANADA

Per: 
 Name: **NEIL GREER**
 Title: Assistant Vice President

Per: 
 Name: **CLARENCE WEDGE**
 Title: Senior Manager

I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

(under clause 7(2)(b) of the *Condominium Act, 1998*)

- 1. AM-STAT CORPORATION has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number YR2029025 in the Land Titles Division of the York Region Registry Office (No. 65).
- 2. AM-STAT CORPORATION consents 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. AM-STAT CORPORATION postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
- 4. AM-STAT CORPORATION is entitled by law to grant this consent and postponement.

DATED this 23 day of July, 2014.

AM-STAT CORPORATION

Per: _____
 Name: ANUP H. MURTHY
 Title: PRES

Per: _____
 Name: _____
 Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE "B"

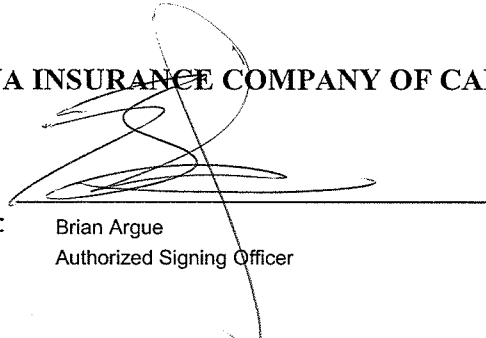
CONSENT

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. AVIVA INSURANCE COMPANY OF CANADA has registered mortgages within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number YR1444874 and Number YR1721683 in the Land Titles Division of the York Region Registry Office (No. 65).
2. AVIVA INSURANCE COMPANY OF CANADA consents 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. AVIVA INSURANCE COMPANY OF CANADA postpones the mortgages and the interests under them to the declaration and the easements described in Schedule "A" to the Declaration.
4. AVIVA INSURANCE COMPANY OF CANADA is entitled by law to grant this consent and postponement.

DATED this 30th day of July, 2014.

AVIVA INSURANCE COMPANY OF CANADA



Per: _____
 Name: Brian Argue
 Title: Authorized Signing Officer

Per: _____
 Name:
 Title:

I/We have the authority to bind the Corporation.

SCHEDULE 'C'

Each dwelling unit, commercial unit and parking unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 9, (Inclusive) of the Description with respect to 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 9, (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 (except as otherwise indicated in the description):

1. BOUNDARIES OF THE RESIDENTIAL CONDOMINIUM UNITS:

BEING Units 1 to 10, (Incl.) on Level 1, Units 1 to 22, (Incl.) on Level 2, Units 1 to 24, (Incl.) on Level 3, Units 1 to 22, (Incl.) on Level 4, Units 1 to 23, (Incl.) on Levels 5 to 8, (Incl.), Units 1 to 21, (Incl.) on Levels 9 and 10, Units 1 to 20, (Incl.) on Level 11 and Units 1 to 19, (Incl.) on Level 12.

a) Each Residential Condominium Unit is bounded horizontally by:

- i.) the unfinished upper surface and plane of the concrete floor slab below the Unit and the production thereof, and
- ii.) the unfinished underside surface and plane of the concrete ceiling slab above the Unit and the production thereof.

b) Each Residential Condominium Unit is bounded vertically by:

- i.) the backside surface and plane of the drywall sheathing and production thereof on a wall separating one unit from another such unit or from the common element;
- ii.) the unfinished unit side surface of all entry doors, door frames, windows and window frames the said doors and windows being in a closed position and the unit side surface of all glass panels contained within.

2. BOUNDARIES OF THE PARKING UNITS:

(BEING Units 1 to 257, (Incl.) on Level B)

a) Each Parking Unit is bounded horizontally by:

- i.) the unfinished upper surface and plane of the concrete floor slab below the Unit and the production thereof and
- ii.) the Unit side surface of the metal cage and its production thereof. horizontal plane established by measurement shown on Part 1, Sheet 9 of the Description.

b) Each Parking Unit is bounded vertically by:

- i.) The face and plane of masonry walls and the production thereof and
- ii.) the vertical plane established by measurement shown on Part 1, Sheet 9 of the Description.

3. BOUNDARIES OF THE STORAGE UNITS:

(BEING Units 258 to 510, (Incl.) on Level B)


a) Each Storage Unit is bounded horizontally by:

- i.) the unfinished upper surface and plane of the concrete floor slab below the Unit and the production thereof and
- ii.) the Unit side surface of the metal cage and its production thereof.

b) Each Storage Unit is bounded vertically by:

- i.) the backside surface and plane of the drywall sheathing and production thereof on a wall separating one unit from another such unit or from the common element;
- ii.) The face and plane of masonry walls and the production thereof and
- iii.) the Unit side surface of the metal cage and its production thereof.

July 31, 2014
Dated


Andrew S. Mantha,
Ontario Land Surveyor

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	B	1	0.02584	0.02584
PARKING UNIT	B	2	0.02584	0.02584
PARKING UNIT	B	3	0.02584	0.02584
PARKING UNIT	B	4	0.02584	0.02584
PARKING UNIT	B	5	0.02584	0.02584
PARKING UNIT	B	6	0.02584	0.02584
PARKING UNIT	B	7	0.02584	0.02584
PARKING UNIT	B	8	0.02584	0.02584
PARKING UNIT	B	9	0.02584	0.02584
PARKING UNIT	B	10	0.02584	0.02584
PARKING UNIT	B	11	0.02584	0.02584
PARKING UNIT	B	12	0.02584	0.02584
PARKING UNIT	B	13	0.02584	0.02584
PARKING UNIT	B	14	0.02584	0.02584
PARKING UNIT	B	15	0.02584	0.02584
PARKING UNIT	B	16	0.02584	0.02584
PARKING UNIT	B	17	0.02584	0.02584
PARKING UNIT	B	18	0.02584	0.02584
PARKING UNIT	B	19	0.02584	0.02584
PARKING UNIT	B	20	0.02584	0.02584
PARKING UNIT	B	21	0.02584	0.02584
PARKING UNIT	B	22	0.02584	0.02584
PARKING UNIT	B	23	0.02584	0.02584
PARKING UNIT	B	24	0.02584	0.02584
PARKING UNIT	B	25	0.02584	0.02584
PARKING UNIT	B	26	0.02584	0.02584
PARKING UNIT	B	27	0.02584	0.02584
PARKING UNIT	B	28	0.02584	0.02584
PARKING UNIT	B	29	0.02584	0.02584
PARKING UNIT	B	30	0.02584	0.02584
PARKING UNIT	B	31	0.02584	0.02584
PARKING UNIT	B	32	0.02584	0.02584
PARKING UNIT	B	33	0.02584	0.02584
PARKING UNIT	B	34	0.02584	0.02584
PARKING UNIT	B	35	0.02584	0.02584
PARKING UNIT	B	36	0.02584	0.02584
PARKING UNIT	B	37	0.02584	0.02584
PARKING UNIT	B	38	0.02584	0.02584
PARKING UNIT	B	39	0.02584	0.02584
PARKING UNIT	B	40	0.02584	0.02584
PARKING UNIT	B	41	0.02584	0.02584
PARKING UNIT	B	42	0.02584	0.02584
PARKING UNIT	B	43	0.02584	0.02584
PARKING UNIT	B	44	0.02584	0.02584
PARKING UNIT	B	45	0.02584	0.02584
PARKING UNIT	B	46	0.02584	0.02584
PARKING UNIT	B	47	0.02584	0.02584
PARKING UNIT	B	48	0.02584	0.02584
PARKING UNIT	B	49	0.02584	0.02584
PARKING UNIT	B	50	0.03875	0.03875
PARKING UNIT	B	51	0.02584	0.02584
PARKING UNIT	B	52	0.02584	0.02584
PARKING UNIT	B	53	0.02584	0.02584
PARKING UNIT	B	54	0.02584	0.02584
PARKING UNIT	B	55	0.02584	0.02584
PARKING UNIT	B	56	0.02584	0.02584
PARKING UNIT	B	57	0.02584	0.02584
PARKING UNIT	B	58	0.02584	0.02584
PARKING UNIT	B	59	0.02584	0.02584
PARKING UNIT	B	60	0.02584	0.02584

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	B	61	0.02584	0.02584
PARKING UNIT	B	62	0.02584	0.02584
PARKING UNIT	B	63	0.02584	0.02584
PARKING UNIT	B	64	0.02584	0.02584
PARKING UNIT	B	65	0.02584	0.02584
PARKING UNIT	B	66	0.02584	0.02584
PARKING UNIT	B	67	0.02584	0.02584
PARKING UNIT	B	68	0.02584	0.02584
PARKING UNIT	B	69	0.02584	0.02584
PARKING UNIT	B	70	0.02584	0.02584
PARKING UNIT	B	71	0.02584	0.02584
PARKING UNIT	B	72	0.02584	0.02584
PARKING UNIT	B	73	0.02584	0.02584
PARKING UNIT	B	74	0.02584	0.02584
PARKING UNIT	B	75	0.02584	0.02584
PARKING UNIT	B	76	0.02584	0.02584
PARKING UNIT	B	77	0.02584	0.02584
PARKING UNIT	B	78	0.02584	0.02584
PARKING UNIT	B	79	0.02584	0.02584
PARKING UNIT	B	80	0.02584	0.02584
PARKING UNIT	B	81	0.02584	0.02584
PARKING UNIT	B	82	0.02584	0.02584
PARKING UNIT	B	83	0.02584	0.02584
PARKING UNIT	B	84	0.02584	0.02584
PARKING UNIT	B	85	0.02584	0.02584
PARKING UNIT	B	86	0.02584	0.02584
PARKING UNIT	B	87	0.02584	0.02584
PARKING UNIT	B	88	0.02584	0.02584
PARKING UNIT	B	89	0.02584	0.02584
PARKING UNIT	B	90	0.02584	0.02584
PARKING UNIT	B	91	0.02584	0.02584
PARKING UNIT	B	92	0.02584	0.02584
PARKING UNIT	B	93	0.02584	0.02584
PARKING UNIT	B	94	0.02584	0.02584
PARKING UNIT	B	95	0.02584	0.02584
PARKING UNIT	B	96	0.02584	0.02584
PARKING UNIT	B	97	0.02584	0.02584
PARKING UNIT	B	98	0.02584	0.02584
PARKING UNIT	B	99	0.02584	0.02584
PARKING UNIT	B	100	0.02584	0.02584
PARKING UNIT	B	101	0.02584	0.02584
PARKING UNIT	B	102	0.02584	0.02584
PARKING UNIT	B	103	0.02584	0.02584
PARKING UNIT	B	104	0.02584	0.02584
PARKING UNIT	B	105	0.02584	0.02584
PARKING UNIT	B	106	0.02584	0.02584
PARKING UNIT	B	107	0.02584	0.02584
PARKING UNIT	B	108	0.02584	0.02584
PARKING UNIT	B	109	0.02584	0.02584
PARKING UNIT	B	110	0.02584	0.02584
PARKING UNIT	B	111	0.02584	0.02584
PARKING UNIT	B	112	0.02584	0.02584
PARKING UNIT	B	113	0.02584	0.02584
PARKING UNIT	B	114	0.02584	0.02584
PARKING UNIT	B	115	0.02584	0.02584
PARKING UNIT	B	116	0.02584	0.02584
PARKING UNIT	B	117	0.02584	0.02584
PARKING UNIT	B	118	0.02584	0.02584
PARKING UNIT	B	119	0.02584	0.02584
PARKING UNIT	B	120	0.02584	0.02584

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	B	121	0.02584	0.02584
PARKING UNIT	B	122	0.02584	0.02584
PARKING UNIT	B	123	0.02584	0.02584
PARKING UNIT	B	124	0.02584	0.02584
PARKING UNIT	B	125	0.02584	0.02584
PARKING UNIT	B	126	0.02584	0.02584
PARKING UNIT	B	127	0.02584	0.02584
PARKING UNIT	B	128	0.02584	0.02584
PARKING UNIT	B	129	0.02584	0.02584
PARKING UNIT	B	130	0.02584	0.02584
PARKING UNIT	B	131	0.02584	0.02584
PARKING UNIT	B	132	0.02584	0.02584
PARKING UNIT	B	133	0.02584	0.02584
PARKING UNIT	B	134	0.02584	0.02584
PARKING UNIT	B	135	0.02584	0.02584
PARKING UNIT	B	136	0.02584	0.02584
PARKING UNIT	B	137	0.02584	0.02584
PARKING UNIT	B	138	0.02584	0.02584
PARKING UNIT	B	139	0.02584	0.02584
PARKING UNIT	B	140	0.02584	0.02584
PARKING UNIT	B	141	0.02584	0.02584
PARKING UNIT	B	142	0.02584	0.02584
PARKING UNIT	B	143	0.02584	0.02584
PARKING UNIT	B	144	0.02584	0.02584
PARKING UNIT	B	145	0.02584	0.02584
PARKING UNIT	B	146	0.02584	0.02584
PARKING UNIT	B	147	0.02584	0.02584
PARKING UNIT	B	148	0.02584	0.02584
PARKING UNIT	B	149	0.02584	0.02584
PARKING UNIT	B	150	0.02584	0.02584
PARKING UNIT	B	151	0.02584	0.02584
PARKING UNIT	B	152	0.02584	0.02584
PARKING UNIT	B	153	0.02584	0.02584
PARKING UNIT	B	154	0.02584	0.02584
PARKING UNIT	B	155	0.02584	0.02584
PARKING UNIT	B	156	0.02584	0.02584
PARKING UNIT	B	157	0.02584	0.02584
PARKING UNIT	B	158	0.02584	0.02584
PARKING UNIT	B	159	0.02584	0.02584
PARKING UNIT	B	160	0.02584	0.02584
PARKING UNIT	B	161	0.02584	0.02584
PARKING UNIT	B	162	0.02584	0.02584
PARKING UNIT	B	163	0.02584	0.02584
PARKING UNIT	B	164	0.02584	0.02584
PARKING UNIT	B	165	0.02584	0.02584
PARKING UNIT	B	166	0.02584	0.02584
PARKING UNIT	B	167	0.02584	0.02584
PARKING UNIT	B	168	0.02584	0.02584
PARKING UNIT	B	169	0.02584	0.02584
PARKING UNIT	B	170	0.02584	0.02584
PARKING UNIT	B	171	0.02584	0.02584
PARKING UNIT	B	172	0.02584	0.02584
PARKING UNIT	B	173	0.02584	0.02584
PARKING UNIT	B	174	0.02584	0.02584
PARKING UNIT	B	175	0.02584	0.02584
PARKING UNIT	B	176	0.02584	0.02584
PARKING UNIT	B	177	0.03875	0.03875
PARKING UNIT	B	178	0.03875	0.03875
PARKING UNIT	B	179	0.03875	0.03875
PARKING UNIT	B	180	0.03875	0.03875

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	B	181	0.02584	0.02584
PARKING UNIT	B	182	0.02584	0.02584
PARKING UNIT	B	183	0.02584	0.02584
PARKING UNIT	B	184	0.02584	0.02584
PARKING UNIT	B	185	0.02584	0.02584
PARKING UNIT	B	186	0.02584	0.02584
PARKING UNIT	B	187	0.02584	0.02584
PARKING UNIT	B	188	0.02584	0.02584
PARKING UNIT	B	189	0.02584	0.02584
PARKING UNIT	B	190	0.02584	0.02584
PARKING UNIT	B	191	0.02584	0.02584
PARKING UNIT	B	192	0.02584	0.02584
PARKING UNIT	B	193	0.02584	0.02584
PARKING UNIT	B	194	0.02584	0.02584
PARKING UNIT	B	195	0.02584	0.02584
PARKING UNIT	B	196	0.02584	0.02584
PARKING UNIT	B	197	0.02584	0.02584
PARKING UNIT	B	198	0.02584	0.02584
PARKING UNIT	B	199	0.02584	0.02584
PARKING UNIT	B	200	0.02584	0.02584
PARKING UNIT	B	201	0.02584	0.02584
PARKING UNIT	B	202	0.02584	0.02584
PARKING UNIT	B	203	0.02584	0.02584
PARKING UNIT	B	204	0.02584	0.02584
PARKING UNIT	B	205	0.02584	0.02584
PARKING UNIT	B	206	0.02584	0.02584
PARKING UNIT	B	207	0.02584	0.02584
PARKING UNIT	B	208	0.02584	0.02584
PARKING UNIT	B	209	0.02584	0.02584
PARKING UNIT	B	210	0.02584	0.02584
PARKING UNIT	B	211	0.02584	0.02584
PARKING UNIT	B	212	0.02584	0.02584
PARKING UNIT	B	213	0.02584	0.02584
PARKING UNIT	B	214	0.02584	0.02584
PARKING UNIT	B	215	0.02584	0.02584
PARKING UNIT	B	216	0.02584	0.02584
PARKING UNIT	B	217	0.02584	0.02584
PARKING UNIT	B	218	0.02584	0.02584
PARKING UNIT	B	219	0.02584	0.02584
PARKING UNIT	B	220	0.02584	0.02584
PARKING UNIT	B	221	0.02584	0.02584
PARKING UNIT	B	222	0.02584	0.02584
PARKING UNIT	B	223	0.02584	0.02584
PARKING UNIT	B	224	0.02584	0.02584
PARKING UNIT	B	225	0.02584	0.02584
PARKING UNIT	B	226	0.02584	0.02584
PARKING UNIT	B	227	0.02584	0.02584
PARKING UNIT	B	228	0.02584	0.02584
PARKING UNIT	B	229	0.02584	0.02584
PARKING UNIT	B	230	0.02584	0.02584
PARKING UNIT	B	231	0.02584	0.02584
PARKING UNIT	B	232	0.02584	0.02584
PARKING UNIT	B	233	0.02584	0.02584
PARKING UNIT	B	234	0.02584	0.02584
PARKING UNIT	B	235	0.02584	0.02584
PARKING UNIT	B	236	0.02584	0.02584
PARKING UNIT	B	237	0.02584	0.02584
PARKING UNIT	B	238	0.02584	0.02584
PARKING UNIT	B	239	0.02584	0.02584
PARKING UNIT	B	240	0.02584	0.02584

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	B	241	0.02584	0.02584
PARKING UNIT	B	242	0.02584	0.02584
PARKING UNIT	B	243	0.02584	0.02584
PARKING UNIT	B	244	0.02584	0.02584
PARKING UNIT	B	245	0.02584	0.02584
PARKING UNIT	B	246	0.02584	0.02584
PARKING UNIT	B	247	0.02584	0.02584
PARKING UNIT	B	248	0.02584	0.02584
PARKING UNIT	B	249	0.02584	0.02584
PARKING UNIT	B	250	0.02584	0.02584
PARKING UNIT	B	251	0.02584	0.02584
PARKING UNIT	B	252	0.02584	0.02584
PARKING UNIT	B	253	0.02584	0.02584
PARKING UNIT	B	254	0.02584	0.02584
PARKING UNIT	B	255	0.02584	0.02584
PARKING UNIT	B	256	0.02584	0.02584
PARKING UNIT	B	257	0.02584	0.02584
LOCKER UNIT	B	258	0.01215	0.01215
LOCKER UNIT	B	259	0.01215	0.01215
LOCKER UNIT	B	260	0.01215	0.01215
LOCKER UNIT	B	261	0.01215	0.01215
LOCKER UNIT	B	262	0.01215	0.01215
LOCKER UNIT	B	263	0.01215	0.01215
LOCKER UNIT	B	264	0.01215	0.01215
LOCKER UNIT	B	265	0.01215	0.01215
LOCKER UNIT	B	266	0.01215	0.01215
LOCKER UNIT	B	267	0.01215	0.01215
LOCKER UNIT	B	268	0.01215	0.01215
LOCKER UNIT	B	269	0.01215	0.01215
LOCKER UNIT	B	270	0.01215	0.01215
LOCKER UNIT	B	271	0.01215	0.01215
LOCKER UNIT	B	272	0.01215	0.01215
LOCKER UNIT	B	273	0.01215	0.01215
LOCKER UNIT	B	274	0.01215	0.01215
LOCKER UNIT	B	275	0.01215	0.01215
LOCKER UNIT	B	276	0.01215	0.01215
LOCKER UNIT	B	277	0.01215	0.01215
LOCKER UNIT	B	278	0.01215	0.01215
LOCKER UNIT	B	279	0.01215	0.01215
LOCKER UNIT	B	280	0.01215	0.01215
LOCKER UNIT	B	281	0.01215	0.01215
LOCKER UNIT	B	282	0.01215	0.01215
LOCKER UNIT	B	283	0.01215	0.01215
LOCKER UNIT	B	284	0.01215	0.01215
LOCKER UNIT	B	285	0.01215	0.01215
LOCKER UNIT	B	286	0.01215	0.01215
LOCKER UNIT	B	287	0.01215	0.01215
LOCKER UNIT	B	288	0.01215	0.01215
LOCKER UNIT	B	289	0.01215	0.01215
LOCKER UNIT	B	290	0.01215	0.01215
LOCKER UNIT	B	291	0.01215	0.01215
LOCKER UNIT	B	292	0.01215	0.01215
LOCKER UNIT	B	293	0.01215	0.01215
LOCKER UNIT	B	294	0.01215	0.01215
LOCKER UNIT	B	295	0.01215	0.01215
LOCKER UNIT	B	296	0.01215	0.01215
LOCKER UNIT	B	297	0.01215	0.01215
LOCKER UNIT	B	298	0.01215	0.01215
LOCKER UNIT	B	299	0.01215	0.01215
LOCKER UNIT	B	300	0.01215	0.01215

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
LOCKER UNIT	B	301	0.01215	0.01215
LOCKER UNIT	B	302	0.01215	0.01215
LOCKER UNIT	B	303	0.01215	0.01215
LOCKER UNIT	B	304	0.01215	0.01215
LOCKER UNIT	B	305	0.01215	0.01215
LOCKER UNIT	B	306	0.01215	0.01215
LOCKER UNIT	B	307	0.01215	0.01215
LOCKER UNIT	B	308	0.01215	0.01215
LOCKER UNIT	B	309	0.01215	0.01215
LOCKER UNIT	B	310	0.01215	0.01215
LOCKER UNIT	B	311	0.01215	0.01215
LOCKER UNIT	B	312	0.01215	0.01215
LOCKER UNIT	B	313	0.01215	0.01215
LOCKER UNIT	B	314	0.01215	0.01215
LOCKER UNIT	B	315	0.01215	0.01215
LOCKER UNIT	B	316	0.01215	0.01215
LOCKER UNIT	B	317	0.01215	0.01215
LOCKER UNIT	B	318	0.01215	0.01215
LOCKER UNIT	B	319	0.01215	0.01215
LOCKER UNIT	B	320	0.01215	0.01215
LOCKER UNIT	B	321	0.01215	0.01215
LOCKER UNIT	B	322	0.01215	0.01215
LOCKER UNIT	B	323	0.01215	0.01215
LOCKER UNIT	B	324	0.01215	0.01215
LOCKER UNIT	B	325	0.01215	0.01215
LOCKER UNIT	B	326	0.01215	0.01215
LOCKER UNIT	B	327	0.01215	0.01215
LOCKER UNIT	B	328	0.01215	0.01215
LOCKER UNIT	B	329	0.01215	0.01215
LOCKER UNIT	B	330	0.01215	0.01215
LOCKER UNIT	B	331	0.01215	0.01215
LOCKER UNIT	B	332	0.01215	0.01215
LOCKER UNIT	B	333	0.01215	0.01215
LOCKER UNIT	B	334	0.01215	0.01215
LOCKER UNIT	B	335	0.01215	0.01215
LOCKER UNIT	B	336	0.01215	0.01215
LOCKER UNIT	B	337	0.01215	0.01215
LOCKER UNIT	B	338	0.01215	0.01215
LOCKER UNIT	B	339	0.01215	0.01215
LOCKER UNIT	B	340	0.01215	0.01215
LOCKER UNIT	B	341	0.01215	0.01215
LOCKER UNIT	B	342	0.01215	0.01215
LOCKER UNIT	B	343	0.01215	0.01215
LOCKER UNIT	B	344	0.01215	0.01215
LOCKER UNIT	B	345	0.01215	0.01215
LOCKER UNIT	B	346	0.01215	0.01215
LOCKER UNIT	B	347	0.01215	0.01215
LOCKER UNIT	B	348	0.01215	0.01215
LOCKER UNIT	B	349	0.01215	0.01215
LOCKER UNIT	B	350	0.01215	0.01215
LOCKER UNIT	B	351	0.01215	0.01215
LOCKER UNIT	B	352	0.01215	0.01215
LOCKER UNIT	B	353	0.01215	0.01215
LOCKER UNIT	B	354	0.01215	0.01215
LOCKER UNIT	B	355	0.01215	0.01215
LOCKER UNIT	B	356	0.01215	0.01215
LOCKER UNIT	B	357	0.01215	0.01215
LOCKER UNIT	B	358	0.01215	0.01215
LOCKER UNIT	B	359	0.01215	0.01215
LOCKER UNIT	B	360	0.01215	0.01215

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
LOCKER UNIT	B	361	0.01215	0.01215
LOCKER UNIT	B	362	0.01215	0.01215
LOCKER UNIT	B	363	0.01215	0.01215
LOCKER UNIT	B	364	0.01215	0.01215
LOCKER UNIT	B	365	0.01215	0.01215
LOCKER UNIT	B	366	0.01215	0.01215
LOCKER UNIT	B	367	0.01215	0.01215
LOCKER UNIT	B	368	0.01215	0.01215
LOCKER UNIT	B	369	0.01215	0.01215
LOCKER UNIT	B	370	0.01215	0.01215
LOCKER UNIT	B	371	0.01215	0.01215
LOCKER UNIT	B	372	0.01215	0.01215
LOCKER UNIT	B	373	0.01215	0.01215
LOCKER UNIT	B	374	0.01215	0.01215
LOCKER UNIT	B	375	0.01215	0.01215
LOCKER UNIT	B	376	0.01215	0.01215
LOCKER UNIT	B	377	0.01215	0.01215
LOCKER UNIT	B	378	0.01215	0.01215
LOCKER UNIT	B	379	0.01215	0.01215
LOCKER UNIT	B	380	0.01215	0.01215
LOCKER UNIT	B	381	0.01215	0.01215
LOCKER UNIT	B	382	0.01215	0.01215
LOCKER UNIT	B	383	0.01215	0.01215
LOCKER UNIT	B	384	0.01215	0.01215
LOCKER UNIT	B	385	0.01215	0.01215
LOCKER UNIT	B	386	0.01215	0.01215
LOCKER UNIT	B	387	0.01215	0.01215
LOCKER UNIT	B	388	0.01215	0.01215
LOCKER UNIT	B	389	0.01215	0.01215
LOCKER UNIT	B	390	0.01215	0.01215
LOCKER UNIT	B	391	0.01215	0.01215
LOCKER UNIT	B	392	0.01215	0.01215
LOCKER UNIT	B	393	0.01215	0.01215
LOCKER UNIT	B	394	0.01215	0.01215
LOCKER UNIT	B	395	0.01215	0.01215
LOCKER UNIT	B	396	0.01215	0.01215
LOCKER UNIT	B	397	0.01215	0.01215
LOCKER UNIT	B	398	0.01215	0.01215
LOCKER UNIT	B	399	0.01215	0.01215
LOCKER UNIT	B	400	0.01215	0.01215
LOCKER UNIT	B	401	0.01215	0.01215
LOCKER UNIT	B	402	0.01215	0.01215
LOCKER UNIT	B	403	0.01215	0.01215
LOCKER UNIT	B	404	0.01215	0.01215
LOCKER UNIT	B	405	0.01215	0.01215
LOCKER UNIT	B	406	0.01215	0.01215
LOCKER UNIT	B	407	0.01215	0.01215
LOCKER UNIT	B	408	0.01215	0.01215
LOCKER UNIT	B	409	0.01215	0.01215
LOCKER UNIT	B	410	0.01215	0.01215
LOCKER UNIT	B	411	0.01215	0.01215
LOCKER UNIT	B	412	0.01215	0.01215
LOCKER UNIT	B	413	0.01215	0.01215
LOCKER UNIT	B	414	0.01215	0.01215
LOCKER UNIT	B	415	0.01215	0.01215
LOCKER UNIT	B	416	0.01215	0.01215
LOCKER UNIT	B	417	0.01215	0.01215
LOCKER UNIT	B	418	0.01215	0.01215
LOCKER UNIT	B	419	0.01215	0.01215
LOCKER UNIT	B	420	0.01215	0.01215

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
LOCKER UNIT	B	421	0.01215	0.01215
LOCKER UNIT	B	422	0.01215	0.01215
LOCKER UNIT	B	423	0.01215	0.01215
LOCKER UNIT	B	424	0.01215	0.01215
LOCKER UNIT	B	425	0.01215	0.01215
LOCKER UNIT	B	426	0.01215	0.01215
LOCKER UNIT	B	427	0.01215	0.01215
LOCKER UNIT	B	428	0.01215	0.01215
LOCKER UNIT	B	429	0.01215	0.01215
LOCKER UNIT	B	430	0.01215	0.01215
LOCKER UNIT	B	431	0.01215	0.01215
LOCKER UNIT	B	432	0.01215	0.01215
LOCKER UNIT	B	433	0.01215	0.01215
LOCKER UNIT	B	434	0.01215	0.01215
LOCKER UNIT	B	435	0.01215	0.01215
LOCKER UNIT	B	436	0.01215	0.01215
LOCKER UNIT	B	437	0.01215	0.01215
LOCKER UNIT	B	438	0.01215	0.01215
LOCKER UNIT	B	439	0.01215	0.01215
LOCKER UNIT	B	440	0.01215	0.01215
LOCKER UNIT	B	441	0.01215	0.01215
LOCKER UNIT	B	442	0.01215	0.01215
LOCKER UNIT	B	443	0.01215	0.01215
LOCKER UNIT	B	444	0.01215	0.01215
LOCKER UNIT	B	445	0.01215	0.01215
LOCKER UNIT	B	446	0.01215	0.01215
LOCKER UNIT	B	447	0.01215	0.01215
LOCKER UNIT	B	448	0.01215	0.01215
LOCKER UNIT	B	449	0.01215	0.01215
LOCKER UNIT	B	450	0.01215	0.01215
LOCKER UNIT	B	451	0.01215	0.01215
LOCKER UNIT	B	452	0.01215	0.01215
LOCKER UNIT	B	453	0.01215	0.01215
LOCKER UNIT	B	454	0.01215	0.01215
LOCKER UNIT	B	455	0.01215	0.01215
LOCKER UNIT	B	456	0.01215	0.01215
LOCKER UNIT	B	457	0.01215	0.01215
LOCKER UNIT	B	458	0.01215	0.01215
LOCKER UNIT	B	459	0.01215	0.01215
LOCKER UNIT	B	460	0.01215	0.01215
LOCKER UNIT	B	461	0.01215	0.01215
LOCKER UNIT	B	462	0.01215	0.01215
LOCKER UNIT	B	463	0.01215	0.01215
LOCKER UNIT	B	464	0.01215	0.01215
LOCKER UNIT	B	465	0.01215	0.01215
LOCKER UNIT	B	466	0.01215	0.01215
LOCKER UNIT	B	467	0.01215	0.01215
LOCKER UNIT	B	468	0.01215	0.01215
LOCKER UNIT	B	469	0.01215	0.01215
LOCKER UNIT	B	470	0.01215	0.01215
LOCKER UNIT	B	471	0.01215	0.01215
LOCKER UNIT	B	472	0.01215	0.01215
LOCKER UNIT	B	473	0.01215	0.01215
LOCKER UNIT	B	474	0.01215	0.01215
LOCKER UNIT	B	475	0.01215	0.01215
LOCKER UNIT	B	476	0.01215	0.01215
LOCKER UNIT	B	477	0.01215	0.01215
LOCKER UNIT	B	478	0.01215	0.01215
LOCKER UNIT	B	479	0.01215	0.01215
LOCKER UNIT	B	480	0.01215	0.01215

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
LOCKER UNIT	B	481	0.01215	0.01215
LOCKER UNIT	B	482	0.01215	0.01215
LOCKER UNIT	B	483	0.01215	0.01215
LOCKER UNIT	B	484	0.01215	0.01215
LOCKER UNIT	B	485	0.01215	0.01215
LOCKER UNIT	B	486	0.01215	0.01215
LOCKER UNIT	B	487	0.01215	0.01215
LOCKER UNIT	B	488	0.01215	0.01215
LOCKER UNIT	B	489	0.01215	0.01215
LOCKER UNIT	B	490	0.01215	0.01215
LOCKER UNIT	B	491	0.01215	0.01215
LOCKER UNIT	B	492	0.01215	0.01215
LOCKER UNIT	B	493	0.01215	0.01215
LOCKER UNIT	B	494	0.01215	0.01215
LOCKER UNIT	B	495	0.01215	0.01215
LOCKER UNIT	B	496	0.01215	0.01215
LOCKER UNIT	B	497	0.01215	0.01215
LOCKER UNIT	B	498	0.01215	0.01215
LOCKER UNIT	B	499	0.01215	0.01215
LOCKER UNIT	B	500	0.01215	0.01215
LOCKER UNIT	B	501	0.01215	0.01215
LOCKER UNIT	B	502	0.01215	0.01215
LOCKER UNIT	B	503	0.01215	0.01215
LOCKER UNIT	B	504	0.01215	0.01215
LOCKER UNIT	B	505	0.01215	0.01215
LOCKER UNIT	B	506	0.01215	0.01215
LOCKER UNIT	B	507	0.01215	0.01215
LOCKER UNIT	B	508	0.01215	0.01215
LOCKER UNIT	B	509	0.01215	0.01215
LOCKER UNIT	B	510	0.01215	0.01215
109	1	1	0.34686	0.34686
110	1	2	0.34686	0.34686
111	1	3	0.34686	0.34686
112	1	4	0.34686	0.34686
115	1	5	0.34686	0.34686
116	1	6	0.34108	0.34108
117	1	7	0.34570	0.34570
118	1	8	0.34570	0.34570
119	1	9	0.34108	0.34108
120	1	10	0.34686	0.34686
201	2	1	0.36882	0.36882
202	2	2	0.30061	0.30061
203	2	3	0.30061	0.30061
205	2	4	0.32547	0.32547
206	2	5	0.76597	0.76597
208	2	6	0.39021	0.39021
209	2	7	0.37576	0.37576
210	2	8	0.34686	0.34686
211	2	9	0.34686	0.34686
212	2	10	0.34686	0.34686
215	2	11	0.34686	0.34686
216	2	12	0.34108	0.34108
217	2	13	0.34570	0.34570
218	2	14	0.34570	0.34570
219	2	15	0.34108	0.34108
220	2	16	0.34686	0.34686
221	2	17	0.32663	0.32663
222	2	18	0.38155	0.38155

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
223	2	19	0.35726	0.35726
226	2	20	0.38155	0.38155
227	2	21	0.32547	0.32547
228	2	22	0.36882	0.36882
301	3	1	0.36882	0.36882
302	3	2	0.30061	0.30061
303	3	3	0.30061	0.30061
305	3	4	0.32547	0.32547
306	3	5	0.37576	0.37576
307	3	6	0.39021	0.39021
308	3	7	0.39021	0.39021
309	3	8	0.37576	0.37576
310	3	9	0.34686	0.34686
311	3	10	0.34686	0.34686
312	3	11	0.34686	0.34686
315	3	12	0.34686	0.34686
316	3	13	0.34108	0.34108
317	3	14	0.34570	0.34570
318	3	15	0.34570	0.34570
319	3	16	0.34108	0.34108
320	3	17	0.34686	0.34686
321	3	18	0.32663	0.32663
322	3	19	0.37576	0.37576
323	3	20	0.39021	0.39021
325	3	21	0.39021	0.39021
326	3	22	0.37576	0.37576
327	3	23	0.32547	0.32547
328	3	24	0.36882	0.36882
501	4	1	0.36882	0.36882
502	4	2	0.30061	0.30061
503	4	3	0.30061	0.30061
505	4	4	0.32547	0.32547
506	4	5	0.43647	0.43647
507	4	6	0.39427	0.39427
508	4	7	0.43647	0.43647
510	4	8	0.34686	0.34686
511	4	9	0.34686	0.34686
512	4	10	0.34686	0.34686
515	4	11	0.34686	0.34686
516	4	12	0.34108	0.34108
517	4	13	0.34570	0.34570
518	4	14	0.34570	0.34570
519	4	15	0.34108	0.34108
520	4	16	0.34686	0.34686
521	4	17	0.32663	0.32663
522	4	18	0.49716	0.49716
523	4	19	0.30523	0.30523
525	4	20	0.36536	0.36536
527	4	21	0.32547	0.32547
528	4	22	0.36882	0.36882
601	5	1	0.36882	0.36882
602	5	2	0.30061	0.30061
603	5	3	0.30061	0.30061
605	5	4	0.32547	0.32547
606	5	5	0.43647	0.43647
607	5	6	0.39427	0.39427
608	5	7	0.43647	0.43647

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
610	5	8	0.34686	0.34686
611	5	9	0.34686	0.34686
612	5	10	0.34686	0.34686
615	5	11	0.34686	0.34686
616	5	12	0.34108	0.34108
617	5	13	0.34570	0.34570
618	5	14	0.34570	0.34570
619	5	15	0.34108	0.34108
620	5	16	0.34686	0.34686
621	5	17	0.32663	0.32663
622	5	18	0.36536	0.36536
623	5	19	0.30523	0.30523
625	5	20	0.30523	0.30523
626	5	21	0.36536	0.36536
627	5	22	0.32547	0.32547
628	5	23	0.36882	0.36882
701	6	1	0.36882	0.36882
702	6	2	0.30061	0.30061
703	6	3	0.30061	0.30061
705	6	4	0.32547	0.32547
706	6	5	0.43647	0.43647
707	6	6	0.39427	0.39427
708	6	7	0.43647	0.43647
710	6	8	0.34686	0.34686
711	6	9	0.34686	0.34686
712	6	10	0.34686	0.34686
715	6	11	0.34686	0.34686
716	6	12	0.34108	0.34108
717	6	13	0.34570	0.34570
718	6	14	0.34570	0.34570
719	6	15	0.34108	0.34108
720	6	16	0.34686	0.34686
721	6	17	0.32663	0.32663
722	6	18	0.36536	0.36536
723	6	19	0.30523	0.30523
725	6	20	0.30523	0.30523
726	6	21	0.36536	0.36536
727	6	22	0.32547	0.32547
728	6	23	0.36882	0.36882
801	7	1	0.36882	0.36882
802	7	2	0.30061	0.30061
803	7	3	0.30061	0.30061
805	7	4	0.32547	0.32547
806	7	5	0.43647	0.43647
807	7	6	0.39427	0.39427
808	7	7	0.43647	0.43647
810	7	8	0.34686	0.34686
811	7	9	0.34686	0.34686
812	7	10	0.34686	0.34686
815	7	11	0.34686	0.34686
816	7	12	0.34108	0.34108
817	7	13	0.34570	0.34570
818	7	14	0.34570	0.34570
819	7	15	0.34108	0.34108
820	7	16	0.34686	0.34686
821	7	17	0.32663	0.32663
822	7	18	0.36536	0.36536
823	7	19	0.30523	0.30523

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
825	7	20	0.30523	0.30523
826	7	21	0.36536	0.36536
827	7	22	0.32547	0.32547
828	7	23	0.36882	0.36882
901	8	1	0.36882	0.36882
902	8	2	0.30061	0.30061
903	8	3	0.30061	0.30061
905	8	4	0.32547	0.32547
906	8	5	0.43647	0.43647
907	8	6	0.39427	0.39427
908	8	7	0.43647	0.43647
910	8	8	0.34686	0.34686
911	8	9	0.34686	0.34686
912	8	10	0.34686	0.34686
915	8	11	0.34686	0.34686
916	8	12	0.34108	0.34108
917	8	13	0.34570	0.34570
918	8	14	0.34570	0.34570
919	8	15	0.34108	0.34108
920	8	16	0.34686	0.34686
921	8	17	0.32663	0.32663
922	8	18	0.36536	0.36536
923	8	19	0.30523	0.30523
925	8	20	0.30523	0.30523
926	8	21	0.36536	0.36536
927	8	22	0.32547	0.32547
928	8	23	0.36882	0.36882
1001	9	1	0.36882	0.36882
1002	9	2	0.30061	0.30061
1003	9	3	0.30061	0.30061
1005	9	4	0.32547	0.32547
1006	9	5	0.43647	0.43647
1007	9	6	0.39427	0.39427
1008	9	7	0.43647	0.43647
1010	9	8	0.53185	0.53185
1012	9	9	0.50872	0.50872
1015	9	10	0.34686	0.34686
1016	9	11	0.34108	0.34108
1017	9	12	0.34570	0.34570
1018	9	13	0.34570	0.34570
1019	9	14	0.52491	0.52491
1021	9	15	0.48965	0.48965
1022	9	16	0.36536	0.36536
1023	9	17	0.30523	0.30523
1025	9	18	0.30523	0.30523
1026	9	19	0.36536	0.36536
1027	9	20	0.32547	0.32547
1028	9	21	0.36882	0.36882
1101	10	1	0.36882	0.36882
1102	10	2	0.30061	0.30061
1103	10	3	0.30061	0.30061
1105	10	4	0.32547	0.32547
1106	10	5	0.43647	0.43647
1107	10	6	0.39427	0.39427
1108	10	7	0.43647	0.43647
1110	10	8	0.53185	0.53185
1112	10	9	0.50872	0.50872

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1115	10	10	0.34686	0.34686
1116	10	11	0.34108	0.34108
1117	10	12	0.34570	0.34570
1118	10	13	0.34570	0.34570
1119	10	14	0.52491	0.52491
1121	10	15	0.48965	0.48965
1122	10	16	0.36536	0.36536
1123	10	17	0.30523	0.30523
1125	10	18	0.30523	0.30523
1126	10	19	0.36536	0.36536
1127	10	20	0.32547	0.32547
1128	10	21	0.36882	0.36882
1201	11	1	0.36882	0.36882
1202	11	2	0.30061	0.30061
1203	11	3	0.30061	0.30061
1205	11	4	0.32547	0.32547
1206	11	5	0.42085	0.42085
1207	11	6	0.42085	0.42085
1210	11	7	0.34686	0.34686
1211	11	8	0.34686	0.34686
1212	11	9	0.34686	0.34686
1215	11	10	0.34686	0.34686
1216	11	11	0.34108	0.34108
1217	11	12	0.32836	0.32836
1218	11	13	0.32836	0.32836
1219	11	14	0.34108	0.34108
1220	11	15	0.34686	0.34686
1221	11	16	0.32663	0.32663
1222	11	17	0.42085	0.42085
1223	11	18	0.42085	0.42085
1227	11	19	0.32547	0.32547
1228	11	20	0.36882	0.36882
PH 01	12	1	0.36882	0.36882
PH 02	12	2	0.30061	0.30061
PH 03	12	3	0.30061	0.30061
PH 05	12	4	0.32547	0.32547
PH 06	12	5	0.42085	0.42085
PH 07	12	6	0.42085	0.42085
PH 10	12	7	0.34686	0.34686
PH 11	12	8	0.34686	0.34686
PH 12	12	9	0.34686	0.34686
PH 15	12	10	0.34686	0.34686
PH 16	12	11	0.34108	0.34108
PH 18	12	12	0.65655	0.65655
PH 19	12	13	0.34108	0.34108
PH 20	12	14	0.34686	0.34686
PH 21	12	15	0.32663	0.32663
PH 22	12	16	0.42085	0.42085
PH 23	12	17	0.42085	0.42085
PH 27	12	18	0.32547	0.32547
PH 28	12	19	0.36882	0.36882

TOTALS

100.00000

100.00000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

The Common Expenses for all of the Units shall be the expenses of the performance of the objects and duties of the Corporation without limiting generality of the foregoing, 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;
 - ii) water and sewage and electricity respecting common elements;
 - iii) waste disposal and garbage collection;
 - iv) maintenance materials, tools and supplies;
 - v) snow removal and landscaping;
 - vi) fuel, including gas, oil and hydro electricity for common elements only;
 - vii) expenses incurred with respect to the obligations of the Corporation, if any, set out in the Declaration;
 - viii) the Shared Facilities Agreement.
- (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 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'

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

The owners of all Residential Units shall have the exclusive use of any Balconies and/or Terraces that attach to and can only be accessed through their specific Unit, subject to the provisions of the Declaration, the By-Laws of the Corporation and the Regulations passed pursuant thereto.

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: South Unionville Square Phase 2 – Building "A"
8323 Kennedy Road, Markham

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.
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.
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.
9. All installations with respect to the provision of electricity are in place.
10. 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 7th day of July, 2014.


 Name: Lisa Pinkus, P.Eng.
 Title: Mechanical Engineer



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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*)

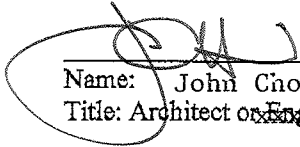
I certify that:

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.
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.
- ~~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.~~
- ~~9. All installations with respect to the provision of electricity are in place.~~
10. 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 4 day of JULY, 2002014


Name: John Chow
Title: Architect or Engineer x

Appendix “C”

AGREEMENT OF PURCHASE AND SALE

The undersigned, Samuel S. LUK, (collectively, the "Purchaser"), hereby agrees with RSM Canada Limited, solely in its capacity as court-appointed trustee of the property owned by JADE-KENNEDY (RESIDENTIAL) DEVELOPMENT CORPORATION and not in its personal or corporate capacity (the "Vendor") to purchase the above-noted unit, being a Parking Unit in York Region Standard Condominium Plan No. 1265 located at 8323 Kennedy Road, Markham, Ontario, Canada, together with an undivided interest in the common elements appurtenant to such unit as set out in the Declaration (the "Unit") on the following terms and conditions:

- The purchase price of the Unit (the "Purchase Price"), exclusive of Harmonized Sales Tax, is fourteen thousand eight hundred + eighty eight (\$14888.00) DOLLARS in lawful money of Canada, payable as follows:
 - to the Vendor, in the following amounts at the following times, by cheque or bank draft, as a deposit [pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit transfer Date:
 - the sum of three thousand (\$3000.00) Dollars submitted with this Agreement, as a deposit; and
 - the balance of the Purchase Price by certified cheque issues from the Purchaser's solicitor's trust account on the Unit Transfer Date, subject to the adjustments hereinafter set forth.
- The transfer of title to the Unit and the closing shall be completed on July 16 2018 (herein referred to as the "Unit Transfer Date").

Paragraphs 3 through 37 of this Agreement are an integral part hereto and are contained on subsequent pages. The Purchaser acknowledges that he has read all paragraphs of this Agreement.

DATED this 27 day of June, 2018.

SIGNED, SEALED AND DELIVERED in the presence of

HENRY K. HUI WITNESS:

BARRISTER, SOLICITOR & NOTARY PUBLIC

(as to all Purchaser's signatures, if more than one purchaser)

Samuel S. Luk
samuel s LUK April 16 1951 466-548-153
PURCHASER: D.O.B. S.I.N.

PURCHASER: D.O.B. S.I.N.

Address: 8323 Kennedy Rd # 1207, Unionville ON L3R 5W7
Telephone (B): (647) 655-6868 (H)
Facsimile: (905) 604-6533
Residential Unit 1207, Level No. 12, Suite No. 1207

HENRY K. HUI & ASSOCIATES
Barristers, Solicitors & Notaries
PURCHASER'S SOLICITOR: 350 HIGHWAY #7 EAST, SUITE 301 RICHMOND HILL, ONTARIO L4B 3N2
Address: TEL: (905) 881-7722 FAX: (905) 881-1222
Telephone: Facsimile:

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

DATED at Toronto this 27th day of June, 2018

Vendor's Solicitors:
HARRIS, SHEAFFER LLP
Suite 610 - 4160 Yonge Street
Toronto, Ontario
M2P 2B5
Attn: Mr. Mark L. Karoly
Telephone: (416) 250-5800 Fax: (416) 250-5300

JADE-KENNEDY (RESIDENTIAL) DEVELOPMENT CORPORATION by RSM Canada Limited as Court Appointed Trustee under the Construction Lien Act

Per: *[Signature]* Authorized Signing Officer

I have the authority to bind the Corporation.

3. The meaning of words and phrases used in this Agreement, its Schedules and Appendices shall have the meaning ascribed to them in the *Condominium Act, 1998*, and any amendments thereto (the "**Act**") unless otherwise provided for as follows:
- (a) "**Agreement**" shall mean this Agreement of Purchase and Sale including all Schedules and Appendices attached hereto and made a part hereof;
 - (b) "**Condominium**" means York Region Standard Condominium Plan No. 1265;
 - (c) "**Condominium Documents**" shall mean the Creating Documents (as hereinafter defined), the by-laws and rules of the Condominium, as may be amended from time to time;
 - (d) "**Corporation**" shall mean York Region Standard Condominium Plan No. 1265;
 - (e) "**Creating Documents**" means the declaration, plan and description (as such terms are defined in the Act), registered as York Region Standard Condominium Plan No. 1265 and which may be amended from time to time;
 - (f) "**Property**" shall mean the lands and premises upon which the Condominium is constructed, described as York Region Standard Condominium Plan No. 1265 in the Land Titles Division of the York Region Registry Office (No. 65).

Adjustments

4. (a) Realty taxes (including local improvement charges, if any), interest payable in accordance with the Act, shall be apportioned and allowed to the Unit Transfer Date. With respect to the realty taxes (including local improvement charges), the same shall be estimated as if the Unit had been fully assessed by the relevant taxing authority for the calendar year in which the transaction is completed, and shall be adjusted as if such taxes had been paid by the Vendor, notwithstanding the same may not have been levied or paid by the Unit Transfer Date, subject however, to readjustment upon the actual amount of such taxes being ascertained. The Purchaser shall be responsible for and shall pay on the Unit Transfer Date 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.
- (b) An administration fee of TWO HUNDRED AND FIFTY (\$250.00) DOLLARS shall be charged to the Purchaser for any cheque delivered to the Vendor and not accepted by the Vendor's bank for any reason.

Title

5. The Purchaser shall be allowed ten (10) days prior to the Unit Transfer Date (the "**Examination Period**") to examine title to the Unit at his own expense. If within the Examination Period, any valid objection to title 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 intermediate negotiations in respect of such objections, be null and void and the deposit monies together with the interest required by law 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.
6. The Purchaser hereby agrees not later than five (5) days prior to the Unit Transfer Date to submit to the Vendor or its Solicitor written confirmation as to how the Purchaser intends to take title to the Unit, including, the date(s) of birth and marital status 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 Unit Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement. Notwithstanding anything contained herein, title to the Unit shall be engrossed in the same manner under which the Purchaser holds title to the Purchaser's residential unit in the Condominium.
7. (a) The Purchaser agrees to accept title subject to the following:
- (i) the Condominium Documents registered on title;
 - (ii) any subdivision, servicing, cost-sharing, housekeeping, financial, railway, joint user, security, access and circulation, shared facilities, development, stormwater management, construction, site plan or condominium agreement or any other agreement relating to the Property or any agreement with any governmental authority having jurisdiction over the Property which may now or hereafter be required to complete and register the Condominium;
 - (iii) any easements, rights-of-way, encroachment agreements, shoring agreements, restrictions, conditions or covenants that run with the Property and subject to any easements, licences, rights or agreements now registered or to be registered for the installation and maintenance of any public or other utilities including, without limitation, telephone, hydro, gas, storm and sanitary sewer, water, cable television, telecommunication or master antenna television distribution system and any easements, rights of way or licenses, rights or agreements which may be required with respect to other Property whether presently existing or to be constructed on lands; and

- (iv) any restrictions, covenants, conditions or airport zoning regulations registered or to be registered on title to the Property
 - (v) a notice of lease with T&T Supermarket Inc., as well as any notices amending or charging such lease; and
 - (vi) any notice of security interest relating to equipment leased by the Corporation.
- (b) The Purchaser shall satisfy himself as to the due compliance with the provisions of any such Agreements or instruments listed in subparagraph 7(a) hereof and the Vendor shall not be required to provide any letters of compliance, releases or discharges with respect to same;
- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 7(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Unit Transfer Date; and
8. The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on the Unit Transfer Date and shall be entitled to register a Notice of Lien against the Unit any time after the Unit Transfer Date.
9. The Purchaser acknowledges that the Unit may be encumbered by mortgages and construction liens which are not intended to be assumed by the Purchaser. The Purchaser acknowledges that title to the Unit will be transferred to the Purchaser through a Vesting Order issued by a court of competent jurisdiction and that such Vesting Order will transfer title to the Purchaser free and clear of all registered mortgages and construction liens.
10. The Purchaser will not claim any lien holdback on the Unit Transfer Date, pursuant to the *Construction Lien Act*, R.S.O. 1990, c.C.30.

The Planning Act

11. 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.

Purchaser's Covenants, Representations and Warranties

12. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor 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.
13. 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 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 20 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, 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 solicitor and client basis).
14. The Purchaser covenants and agrees with the Vendor not to list for sale, advertise for sale, offer for lease, offer for sale, sell, lease, transfer or assign his interest under this Agreement or in the Unit, at any time prior to the Unit Transfer Date without the prior written consent of the Vendor, which consent may be arbitrarily withheld.
15. The Purchaser covenants and agrees that he shall not object to nor oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), nor any other applications ancillary thereto relating to the development of the Property, or any neighbouring or adjacent lands. The Purchaser further acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.
16. The Purchaser covenants and agrees that he 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 office and model units, and the display of signs located on the Property.
17. All of the Purchaser's covenants, warranties and obligations contained in this Agreement shall survive the closing of this transaction, and shall remain in full force and effect notwithstanding the transfer of title of the Unit to the Purchaser.

Termination without Default

18. In the event this Agreement is terminated through no fault of the Purchaser, all deposit monies paid by the Purchaser towards the Purchase Price, together with any interest required by law to be paid, shall be returned to the Purchaser; In no event shall the Vendor or its agents 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 as a complete defence to any such claim.

Right of Entry

19. Notwithstanding the closing of this transaction and the delivery of title to the Unit to the Purchaser, as applicable, the Vendor or any person authorized by it 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 provided on the Unit Transfer Date and acknowledged by the Purchaser at the Vendor's sole discretion.

Purchaser's Default

20. In the event that the Purchaser is in default with respect to any of his or her obligations contained in this Agreement, and should such default continue for five (5) days after written notice thereof has been given to the Purchaser or the Purchaser's Solicitor, by the Vendor or its Solicitor, then in addition to any other rights or remedies which the Vendor may have, the Vendor, at its option, shall have the right to declare this Agreement null and void and in such event all deposit monies paid hereunder (including all monies paid to the Vendor with respect to extras or changes to the Units ordered by the Purchaser) shall be the absolute property of the Vendor, in any event, and without prejudice to or limiting the rights of the Vendor, the Vendor may also claim for damages in excess of the deposit monies so retained by the Vendor. If the Vendor is required to pay any lien, execution or encumbrance to obtain a mortgage advance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid.

Common Elements

21. The Purchaser acknowledges that the Condominium has been constructed substantially in accordance with plans and specifications filed with the Building Department of the appropriate municipal office having jurisdiction. The Purchaser covenants and agrees he shall have no claims against the Vendor for any 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 successors in title against the Vendor.

Risk

22. The Unit shall be and remain at the risk of the Vendor until the Unit Transfer Date. If the Condominium is substantially damaged before the Unit Transfer Date, the Vendor may in its sole discretion either terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor, if any, or make such repairs as are necessary to complete this transaction, it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

General

23. The Vendor shall provide a statutory declaration on the Unit Transfer Date that it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
24. The Vendor and Purchaser agree to pay the costs of registration of their own documents and any tax in connection therewith, provided the Purchaser shall pay the costs of registration of any charge/mortgage to be given or assumed pursuant to this Agreement.
25. This Offer when accepted shall constitute a binding contract of purchase and sale, and time shall in all respects be of the essence hereof. It is agreed 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.
26. 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 assigns.
27. (a) The parties waive personal tender and agree that tender, in the absence of any other mutually acceptable arrangement and subject to the provisions of paragraph 28 of this Agreement shall be validly made by the Vendor upon the Purchaser, by a representative of the Vendor being available at the offices of the Vendor's Solicitors at 12:00 noon on the Unit Transfer Date and remaining there until 4:30 p.m. and is ready, willing and able to complete the transaction. In the event the Purchaser or his or her Solicitor fails to appear or appears and fails to close, such attendance by the Vendor's representative shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank; and
- (b) It is further provided that, notwithstanding subparagraph 27(a) hereof, in the event the Purchaser or his Solicitor advise the Vendor or its Solicitors, on or before the Unit Transfer Date, that the Purchaser is unable or unwilling to complete the purchase, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his Solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.
28. 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, the following provisions shall prevail, namely:

- (a) The Purchaser shall be obliged to retain a lawyer 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;
- (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) 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.
- (d) 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), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such document shall also deliver the original of same 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.
- (e) 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; and
 - (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;

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.

29. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
30. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
31. 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.
32. 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 the power of attorney appointing such person must be registered in the Land Titles office where the Lauds are registered, and 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

Notice

33. Any 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 or facsimile transmission 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 Closing Date and to the Vendor at 11 King Street West, Suite 700, Toronto, Ontario, M5H 4C7, or to the Vendor's Solicitor 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 or one day following facsimile transmission and upon the third day following posting, excluding Saturdays, Sundays and holidays.

Cause of Action

34. The Purchaser shall not have any claim or cause of action (as a result of any matter or thing arising under or in connection with this Agreement) against any person or other legal entity, other than the person or entity named as the Vendor in this Agreement, even though the Vendor may be found to be a nominee or agent of another person, firm, corporation or other legal entity and this acknowledgement and agreement may be pleaded as an estoppel and bar against the Purchaser in any action or proceeding brought by the Purchaser to assert any of such rights, claims or causes of action.

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

35. For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Unit, including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (h) below, as well as the Purchaser's financial information and desired suite design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:
- (a) 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;
 - (b) 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;
 - (c) 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, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction lender(s), the Tarion Warranty Corporation 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;
 - (d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, including without limitation, 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;
 - (e) 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;
 - (f) 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, unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;
 - (g) 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 Canada Revenue Agency (i.e. with respect to HST);
 - (h) 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 *Income Tax Act*, R.S.C. 1985, as amended;
 - (i) the Vendor's solicitors, to facilitate the 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;
 - (j) the condominium corporation, for purposes of facilitating the completion of the corporation'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; and
 - (k) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

36. The Purchaser hereby acknowledges having received from the Vendor on the purchase of a Residential Unit in the Condominium the Disclosure Statement and accompanying documents in accordance with Section 72 of the Act together with attachments required by the Act.

Vendor's Condition

37. Inasmuch as the Vendor is a court appointed trustee, appointed under the provisions of the Construction Lien Act, it can only transfer title to the Unit upon receipt of a Vesting Order. This Agreement is conditional upon court approval and the Vendor obtaining a Vesting Order allowing it to transfer title to the Unit to the Purchaser on or before the Unit Transfer Date free and clear of all registered liens and mortgages failing which, this Agreement shall be at an end and the Purchaser's deposit shall be refunded without interest or deduction. Notwithstanding the foregoing, the Vendor shall be permitted to unilaterally extend the Unit Transfer Date for a period or periods of no more than 90 days in the aggregate, on written notice to such effect to the Purchaser, on or before the Unit Transfer Date or any extension thereof.

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Tangerine

3389 Steeles Avenue East
Toronto, ON M2H 0A1

BANK DRAFT / TRAITE BANCAIRE

CHEQUE NO. 0000359860
DATE 0 6 2 6 2 0 1 8
M M D D Y Y Y Y

\$***3,000.00

3,000.00
THREE THOUSAND ZERO ZERO ZERO PER ZERO ZERO

DOLLARS/CDN FUNDS

Tangerine Bank / Banque Tangerine

PAY TO THE ORDER OF

RSM Canada Limited as Trustee of Jade Kennedy Residential

B. Ridout

Memo:

⑈0000359860⑈ ⑆10112⑆614⑆ 000001000152⑈

Appendix “D”



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #65

PAGE 1 OF 4
PREPARED FOR cclark18
ON 2018/07/04 AT 15:02:43

29796-0429 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 178, LEVEL B, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1265 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2185723; CITY OF MARKHAM

PROPERTY REMARKS:

RECENTLY:
CONDOMINIUM FROM 02963-3602

PIN CREATION DATE:
2014/09/22

OWNERS' NAMES

JADE-KENNEDY DEVELOPMENT CORPORATION

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2014/09/22 **		
MA311145	1951/07/26	BYLAW		THE CORPORATION OF THE TOWNSHIP OF MARKHAM		C
		REMARKS: BY-LAW NO. 1309 RE: BUILDING RESTRICTIONS SEE A-528776 (AFFECTS ALL/PT LANDS) ADDED 97/08/18 12:21 BY LOIS YAKIMCHUK				
YR686388	2005/08/18	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)				
YR686395	2005/08/18	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636)				
YR694205	2005/08/31	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: AERONAUTICS ACT AND THE PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636) AFFECTS FIRSTLY LANDS				
YR753574	2005/12/21	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
		REMARKS: AERONAUTICS ACT AND PICKERING AIRPORT SITE ZONING REGULATIONS (SOR/10000-636) AFFECTS THIRDLY AND FIFTHLY LANDS				
YR1444874	2010/02/24	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	C
YR1445332	2010/02/25	NOTICE OF LEASE	\$2	JADE-KENNEDY DEVELOPMENT CORPORATION	T. & T. SUPERMARKET INC.	C
YR1495979	2010/06/15	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C
YR1495980	2010/06/15	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	C
		REMARKS: YR1444874 TO YR1495979				
YR1499090	2010/06/18	NOTICE		THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 4
PREPARED FOR cclark18
ON 2018/07/04 AT 15:02:43

29796-0429 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
REMARKS: PT 4 65R30830 PT 5 65R30830 PT 8 65R30830- AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS						
YR1533099	2010/08/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	C
REMARKS: YR1444874 TO YR1499090 AFFECTS FIRSTLY, SECONDLY, FOURTHLY AND FIFTHLY LANDS						
YR1616829	2011/03/02	NOTICE	\$2	THE CORPORATION OF THE TOWN OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATION THE REGIONAL MUNICIPALITY OF YORK	C
YR1616918	2011/03/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE TOWN OF MARKHAM	C
REMARKS: YR1444874 TO YR1616829						
YR1657121	2011/06/02	TRANSFER EASEMENT	\$2	JADE-KENNEDY DEVELOPMENT CORPORATION	ROGERS COMMUNICATIONS INC.	C
YR1699150	2011/08/22	APL (GENERAL)		T & T SUPERMARKET INC.	JADE-KENNEDY DEVELOPMENT CORPORATION	C
REMARKS: YR1445332						
YR1721683	2011/10/03	CHARGE	\$16,500,000	JADE-KENNEDY DEVELOPMENT CORPORATION	AVIVA INSURANCE COMPANY OF CANADA	C
YR1763873	2011/12/23	CHARGE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1763874	2011/12/23	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
REMARKS: YR1763873.						
YR1763902	2011/12/23	NO ASSGN RENT SPEC		JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
REMARKS: YR1445332.						
YR1764062	2011/12/23	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
REMARKS: YR1721683 TO YR1763873						
YR1832081	2012/06/01	NOTICE		*** DELETED AGAINST THIS PROPERTY *** JADE-KENNEDY DEVELOPMENT CORPORATION	LAURENTIAN BANK OF CANADA	C
REMARKS: YR1763873						
YR1895409	2012/10/05	NO SEC INTEREST		*** DELETED AGAINST THIS PROPERTY *** MORENERGY CAPITAL CORPORATION	LAURENTIAN BANK OF CANADA	C
YR1928490	2012/12/21	APL ABSOLUTE TITLE		JADE-KENNEDY DEVELOPMENT CORPORATION		C
REMARKS: YR1841753 AND YR1924688						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR1954840	2013/03/13	NOTICE		THE CORPORATION OF THE CITY OF MARKHAM	JADE-KENNEDY DEVELOPMENT CORPORATIN	C
YR1954841	2013/03/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
	REMARKS: YR1444874 TO YR1954840					
YR1954842	2013/03/13	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	C
	REMARKS: YR1721683 TO YR1954840					
YR1954844	2013/03/13	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** LAURENTIAN BANK OF CANADA	THE CORPORATION OF THE CITY OF MARKHAM	
	REMARKS: YR1763873 TO YR1954840					
YR1962278	2013/04/04	TRANSFER REL&ABAND	\$1	JADE-KENNEDY DEVELOPMENT CORPORATION	JADE-KENNEDY DEVELOPMENT CORPORATION	C
	REMARKS: YR623430.					
YR2029025	2013/09/04	CHARGE	\$10,000,000	JADE-KENNEDY DEVELOPMENT CORPORATION	AM-STAT CORPORATION	C
YRCP1265	2014/09/11	STANDARD CONDO PLAN				C
YR2185723	2014/09/11	CONDO DECLARATION		JADE-KENNEDY DEVELOPMENT CORPORATION		C
YR2187850	2014/09/16	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** IMPACT FENCE RENTALS INC.		C
YR2192411	2014/09/26	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1265		C
	REMARKS: CONDOMINIUM BY-LAW NO. 1					
YR2192414	2014/09/26	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1265		C
	REMARKS: CONDOMINIUM BY-LAW NO. 2					
YR2192417	2014/09/26	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1265		C
	REMARKS: CONDOMINIUM BY-LAW NO. 3					
YR2192427	2014/09/26	NOTICE AGREEMENT		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1265	JADE-KENNEDY DEVELOPMENT CORPORATION	C
	REMARKS: SHARED FACILITIES AGREEMENT					
YR2192433	2014/09/26	NOTICE AGREEMENT		JADE-KENNEDY DEVELOPMENT CORPORATION	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1265	C
	REMARKS: ASSIGNMENT AGREEMENT					
YR2192441	2014/09/26	DISCHARGE INTEREST		*** COMPLETELY DELETED *** MORENERGY CAPITAL CORPORAION		
	REMARKS: YR1895409.					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2193257 REMARKS: YR2187850.	2014/09/29	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** IMPACT FENCE RENTALS INC.		
YR2194479 REMARKS: YR1444874.	2014/09/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2216478 REMARKS: CONDOMINIUM BY-LAW NO. 4	2014/11/17	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO 1265		C
YR2230492	2014/12/11	NO SEC INTEREST	\$2	81 CAPITAL INC.		C
YR2230591 REMARKS: YR1763873.	2014/12/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** LAURENTIAN BANK OF CANADA		
YR2238221	2014/12/31	CONDO LIEN/98	\$144	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1265		C
YR2238316	2014/12/31	CONSTRUCTION LIEN	\$10,826	DRAGLAM WASTE & RECYCLING INC.		C
YR2254502	2015/02/10	CERTIFICATE		DRAGLAM WASTE & RECYCLING INC.		C

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IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

**AND IN THE MATTER OF AN APPLICATION MADE BY JADE-KENNEDY DEVELOPMENT CORPORATION
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

Court File No. CV15-10882-00CL

***ONTARIO*
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**MOTION RECORD OF
THE TRUSTEE**

(re approval of sale of Parking Unit 178
and ancillary relief)
(motion returnable July 16, 2018)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Sam Rappos (LSUC #51399S)
Tel: (416) 218-1137
Fax: (416) 218-1837
E-mail: samr@chaitons.com

**Lawyers for RSM Canada Limited,
Court-appointed Trustee**