## **DISCLOSURE STATEMENT**

# **TABLE OF CONTENTS**

(under subsection 72 (4) of the Condominium Act, 1998)

Declarant's name: SENTINEL (SHERBOURNE) LAND CORPORATION, in its capacity as

general partner of and on behalf of FRONT AND SHERBOURNE

LIMITED PARTNERSHIP

Declarant's municipal address: c/o 7300 Keele Street, Unit 100, Concord, Ontario L4K 0E5

Brief legal description of the property/proposed property:

In the City of Toronto, in the Province of Ontario, be composed of part of the Walks and Gardens, part of the Lands Between the Top of the Bank and Waters Edge patented to the City of Toronto and part of Water Lots 8, 9 and 10, Registered Plan 5-A, designated as Parts 1, 2, 3 and 4, Plan 66R-27153. The legal description of the property/proposed property may be amended from time to time by the Declarant in its sole, absolute and unfettered discretion.

The Declarant, at its sole, absolute and unfettered discretion, shall determine the final condominium property limits and shall (if applicable and if required as determined by the Declarant in its sole, absolute and unfettered discretion) create, enter into or transfer easements and/or rights for the servicing and/or any other purpose(s) for the benefit of and/or burdening this condominium and/or the Commercial Lands (as defined in the Disclosure Statement). The final condominium property limits and the easements and/or rights pertaining to any one or more of this condominium property and/or the Commercial Lands shall be more precisely described in the final description and declaration submitted for condominium registration.

Mailing address of the pi	roperty/p	roposed p	property:
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	, Toronto,	Ontario
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The mailing address shall be determined by the Declarant in conjunction with the municipality, and may be amended from time to time by the Declarant in its sole, absolute and unfettered discretion.

Municipal address of the property/proposed property:

60 Princess Street, 70 Princess Street, 121 Lower Sherbourne St. (including 3 residential dwelling units municipally known as 200 The Esplanade within the 121 Lower Sherbourne St. building) and 135 Lower Sherbourne Street, Toronto, Ontario

The municipal addresses may be amended and/or a new address(es) may be added, from time to time, by the Declarant in its sole absolute and unfettered discretion or in conjunction with the municipality.

Condominium corporation:

Toronto Standard Condominium Corporation No. \_\_\_\_\_(known as the "Corporation")

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

# Purchasers should review all documentation.

In this Table of Contents,

"unit" or "units" include proposed unit or units;

"common elements" includes proposed common elements;

"common interest" includes a proposed common interest; and

"property" includes proposed property.

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

Matter			Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement
The Corporation is a freehold condominium corporation that is a standard condominium corporation.	Yes ⊠	No	Refer to: 2nd Recital, Page 1 of the Declaration
2. The property or part of the property is or may be subject to the Ontario New Home Warranties Plan Act.	Yes ⊠	No	Refer to: Part G, subsection (d) (Page 9) of the Disclosure Statement
3. The common elements and the units are enrolled or are intended to be enrolled in the Plan within the meaning of the Ontario New Home Warranties Plan Act in accordance with the regulations made under that Act. Note: Enrolment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the Ontario New Home Warranties Plan Act.	Yes ⊠	No □	Refer to: Part G, subsection (d) (Page 9) of the Disclosure Statement
4. A building on the property or a unit has been converted from a previous use.	Yes	No ⊠	Refer to: Part G, subsection (e) (Page 9) of the Disclosure Statement
5. One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.  (None of the units or proposed units may be used for commercial or other purposes not ancillary to residential purposes. Portions of the common elements may be used for commercial or other purposes not ancillary to residential purposes as described in the Disclosure Statement or in the documents prepared in conformity therewith. Portions of the common elements may be subject to easements and/or rights of way in favour of the Commercial Lands and/or the Commercial Area (as defined in the Disclosure Statement). Additionally, the POPS (as defined in the Disclosure Statement) proposed to be located on the Lands is proposed to be open and accessible to the general public at such times as required by the City of Toronto and the public shall have a right to use and access such POPS, which may be subject to various easements and rights for such purposes and other purposes.)	Yes ⊠	No	Refer to:  Part D, Section 2 (Pages 2-3), Part G, subsections (f) and (k) (Pages 9-10) of the Disclosure Statement
6. A provision exists with respect to pets on the property.	Yes ⊠	No	Refer to: Paragraph 7 (Page 1) of Schedule XI to the Disclosure Statement
7. There exist restrictions or standards with respect to the use of common elements or the occupancy or use of units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.	Yes ⊠	No □	Refer to:  Part 1, Section 6 (Page 5) of the Declaration, Part 3, Sections 12, 13 and 14 (Pages 7-8), Part 5, Sections 16, 17, 18(a), 18(b), and 19 (Pages 10-11) and Part 6, Section 20(a) (Page 11) of the Declaration; Article XIII (Page 11) of By-Law No.1; All paragraphs (Pages 1 and 2) of Schedule XII to the Disclosure Statement
8. The declarant intends to lease a portion of the units.  The Declarant reserves the right to lease any units or proposed units in the Condominium; however, the Declarant does not intend to lease any of the units or proposed units at this time.	Yes	No ⊠	Refer to: Part G, subsection (g) (Page 9) of the Disclosure Statement

9. The common interest appurtenant to one or more units differs in an amount of 10 per cent or more from that appurtenant to any other unit of the same type, size and design.	Yes	No ⊠	Refer to: Schedule "D" to the Declaration
10. The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10 per cent or more from that required of the owner of any other unit of the same type, size and design.	Yes	No ⊠	Refer to: Schedule "D" to the Declaration
One or more units are exempt from a cost attributable to the rest of the units.  Note: It is currently proposed that only the residential dwelling units will be contributing to the amounts or rates payable with respect to the Bulk Internet Agreement (as defined below) and the Water Leakage Detection Agreement (as defined below).	Yes ⊠	No □	Refer to:  Part F, subsection (g) (Page 8) and subsection (i) (Pages 8-9) of Disclosure Statement; Part 1, Section 5(a) (Page 5) of the Declaration, Schedule "D" and Schedule "E" to the Declaration
<ul><li>12. There is an existing or proposed by-law establishing what constitutes a standard unit.</li><li>Note: Under clause 43 (5) (h) of the Condominium Act, 1998, the declarant is required to deliver to the board a schedule setting out what constitutes a standard unit.</li></ul>	Yes	No ⊠	Refer to: Schedule XI to the Disclosure Statement
13. Part or the whole of the common elements are subject to a lease or licence.  Note: Part or the whole of the common elements may, at the sole, absolute and unfettered discretion of the Declarant, be subject to a licence under agreement(s) to be entered into with the Electricity Metering Company (as defined below) and/or the Electricity Invoicing Company (as defined below).	Yes ⊠	No □	Refer to:  Part F, subsection (b) (Pages 6-7) of Disclosure Statement; and Part 2, Section 10(b) (Pages 6-7) of the Declaration
14. Parking for owners is allowed:			Refer to:
(a) in or on a unit;	Yes	No	Part 5, Section 18(a) (Page 11) of the Declaration
If a parking unit is purchased by the subject owner.		Ш	the Deciaration
(b) on the common elements;	Yes	No ⊠	N/A
(c) on a part of the common elements of which an owner has exclusive use.	Yes	No ⊠	N/A
There are restrictions on parking.	Yes ⊠	No □	Part D, Section 2 (Pages 2-3) of the Disclosure Statement; Part 4, Section 15 (Page 9) of the Declaration; Part 5, Section 18a (Page 11) of the Declaration; and Paragraphs 10 and 11 (Pages 1-2) of Schedule XII to the Disclosure Statement
15. Visitors must pay for parking.	Yes	No ⊠	Refer to: Part D, Section 2 (Page 2) of the Disclosure Statement
There is visitor parking on the property.	Yes ⊠	No	Part D, Section 2 (Page 2) of the Disclosure Statement
16. The declarant may provide major assets and property, even though it is not required to do so.	Yes	No ⊠	Refer to: N/A
17. The corporation is required:	Voc	NI <sub>2</sub>	Refer to:
(a) to purchase units or assets;	Yes	No ⊠	

(b) to acquire services;	Yes ⊠	No □	
The Corporation will enter into a management agreement with the Declarant or a company related to or appointed by the Declarant (the "Manager") pursuant to which the Manager will be the exclusive representative and managing agent of the Corporation, for a period of three (3) years from the date of creation of the Corporation.			Part F, subsection (a) (Page 6) of Disclosure Statement; Schedule IV to the Disclosure Statement
If necessary, as determined by the Declarant in its sole, absolute and unfettered discretion, the Corporation shall contract for the purchase of electricity from a local distribution company, an independent energy retailing company or from the Electricity Metering Company (as defined below). Electricity consumption in each owner's residential dwelling unit shall be measured by the metering system operated by a company that measures/meters electricity consumption (the "Electricity Metering Company") and shall be invoiced to such owner by the Electricity Metering Company or another company (the "Electricity Invoicing Company") in accordance with an agreement(s) to be entered into with the Electricity Metering Company and/or the Electricity Invoicing Company.			Part F, subsection (b) (Pages 6-7) of the Disclosure Statement, Part 2, Section 10(b) (Pages 6-7) of the Declaration, Part 9, Section 30(g) (Page 16) of the Declaration and Schedule V to the Disclosure Statement
The Corporation may, at the sole, absolute and unfettered discretion of the Declarant, be required to enter into or assume the Telecommunications Agreement (as defined in the Disclosure Statement).			Part F, subsection (d) (Page 7) of Disclosure Statement and Part 9, Section 30 (d) (Page 15) of the Declaration
The Corporation may, at the sole, absolute and unfettered discretion of the Declarant, be required to enter into or assume one or more of the Miscellaneous Agreements (as defined in the Disclosure Statement).			Part F, subsection (e) (Page 7) of Disclosure Statement
The Corporation may, at the sole, absolute and unfettered discretion of the Declarant, be required to enter into or assume the Bulk Internet Agreement (as defined in the Disclosure Statement).			Part F, subsection (g) (Page 8) of Disclosure Statement; Part 9, Section 30(m) (Page 16) of the Declaration
The Corporation may, at the sole, absolute and unfettered discretion of the Declarant, be required to enter into or assume an agreement with the City of Toronto or other governmental authority relating to, inter alia, the Corporation's responsibility for the cost and implementation of the on-going operation, maintenance, repair and replacement of the privately owned publicly-accessible space.			Part F, subsection (h) (Page 8) of the Disclosure Statement and Part 9, Section 30(p) (Page 17) of the Declaration
The Corporation may, at the sole, absolute and unfettered discretion of the Declarant, be required to enter into or assume the Water Leakage Detection Agreement (as defined in the Disclosure Statement)			Part F, subsection (i) (Pages 8-9) of the Disclosure Statement and Part 9, Section 30(o) (Page 16) of the Declaration and Schedule XIV to the Disclosure Statement
(c) to enter into agreements or leases with the declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant.	Yes ⊠	No	
The Corporation shall enter into or assume the Easement and Cost Sharing Agreement ( as defined in the Disclosure Statement).			Part D, Section 4 (Pages 4-6) of the Disclosure Statement, Part F, subsection (c) (Page 7) of Disclosure Statement and Part 9, Sections 30(a) and 30(b) (Page 15) of the Declaration
2. The Corporation shall, prior to the turnover of the board of directors pursuant to s. 43 of the Act, enter into the Warranty Agreement (as defined in the Disclosure Statement) with the Declarant.			Part F, subsection (f) (Pages 7-8) of the Disclosure Statement and Schedule VI to the Disclosure Statement.
18. The declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant owns land adjacent to the land described in the description.	Yes ⊠	No	Refer to:
<ol> <li>The current use of the land is that said land is currently either vacant, under construction or being used for the purpose of a sales office.</li> </ol>			Part G, Section (I) (Page 10) of the Disclosure Statement

2.	The declarant has made representations respecting the future use of the land.  Applications have been submitted to an approval authority respecting the use of the land. The disclosure statement contains a summary of the applications.	Yes □ Yes ⊠	No ⊠ No □	Part G, Section (I) (Page 10) of the Disclosure Statement  Part G, Section (I) (Page 10) of the Disclosure Statement
ama cau with	To the knowledge of the declarant, the Corporation intends to algamate with another corporation or the declarant intends to use the Corporation to amalgamate with another corporation in 60 days of the date of registration of the declaration and scription for the Corporation.	Yes	No ⊠	Refer to: Part G, Section (h) (Page 9) of the Disclosure Statement

The purchaser's rights under the Condominium Act, 1998 to rescind an agreement of purchase and sale are set out at Schedule IX to the Disclosure Statement.

This disclosure statement is made this 8<sup>th</sup> day of March, 2021.

# **CURRENT DISCLOSURE STATEMENT**

This disclosure statement is delivered to the purchaser of each proposed unit pursuant to the Condominium Act, 1998, S.O. 1998, c.19 and regulations thereunder (hereinafter the "Act"). All terms which are referred to in this disclosure statement and which are defined in the Act shall have the meaning as defined in the Act unless the context herein otherwise requires.

## A. TABLE OF CONTENTS

The table of contents forms part of this disclosure statement.

## B. DATE OF DISCLOSURE STATEMENT

This disclosure statement is made this 8<sup>th</sup> day of March, 2021.

## C. NAME AND MUNICIPAL ADDRESS

The name and municipal address of the proposed declarant (the "Declarant"), the mailing and municipal address of the proposed property and a brief legal description of the proposed property (the "Property") are as follows:

DECLARANT: SENTINEL (SHERBOURNE) LAND CORPORATION, in its capacity as general

partner of and on behalf of FRONT AND SHERBOURNE LIMITED

PARTNERSHIP

c/o 7300 Keele Street, Suite 100, Concord, ON L4K 0E5

PROPERTY:

In the City of Toronto, in the Province of Ontario, be composed of part of the Walks and Gardens, part of the Lands Between the Top of the Bank and Waters Edge patented to the City of Toronto and part of Water Lots 8, 9 and 10, Registered Plan 5-A, designated as Parts 1, 2, 3 and 4, Plan 66R-27153. The legal description of the property/proposed property may be amended from time to time by the Declarant in its sole, absolute and unfettered discretion.

The Declarant, at its sole, absolute and unfettered discretion, shall determine the final condominium property limits and shall (if applicable and if required as determined by the Declarant in its sole, absolute and unfettered discretion) create, enter into or transfer easements and/or rights for the servicing and/or any other purpose(s) for the benefit of and/or burdening this condominium and/or the Commercial Lands (as defined hereinbelow). The final condominium property limits and the easements and/or rights pertaining to any one or more of this condominium property and/or the Commercial Lands shall be more precisely described in the final description and declaration submitted for condominium registration.

The Buildings are proposed to be known municipally as: 60 Princess Street, 70 Princess Street, 121 Lower Sherbourne St. (including 3 residential dwelling units municipally known as 200 The Esplanade within the 121 Lower Sherbourne St. building) and 135 Lower Sherbourne Street, Toronto, Ontario. The mailing address of the proposed property is to be the address of one of the Buildings. The mailing address(es) and/or the municipal address(es) may be amended and/or a new address(es) may be added, from time to time, by the Declarant in its sole absolute and unfettered discretion or in conjunction with the municipality.

## D. GENERAL DESCRIPTION OF THE CONDOMINIUM PROJECT

# Section 1 - Type of Condominium Corporation

The proposed condominium (the "Condominium") is a freehold condominium corporation that is a standard condominium corporation as defined by Ontario Regulation 49/01 made under the Act.

# Section 2 - Description of the Buildings and Units

The Declarant proposes to develop the Property by the construction thereon of a single phase residential development of 4 multi-unit residential buildings and appurtenances (hereinafter collectively referred to as the "Buildings") currently proposed to consist of, inter alia, 1531 residential dwelling units, together with parking units and storage locker units as more particularly detailed below.

The lands on which the Buildings are proposed to be constructed are herein referred to as the "Lands" or the "Condominium Lands". The corporation proposed to be created upon registration of the declaration and description upon the Lands is herein referred to as the "Corporation" or the "Condominium Corporation".

There is presently proposed to be commercial component(s) located on one (1) level and as an integral part of the structure(s) comprising the Buildings and on adjacent lands. The lands on which said commercial component is proposed to be constructed is herein referred to as the "Commercial Lands" and any building(s), areas and appurtenances constructed thereon are herein collectively referred to as the "Commercial Area". The Commercial Area and the Commercial Lands are currently proposed to not form part of the Corporation. The owner(s) of the Commercial Lands reserves the unfettered right to decide when or whether to construct the Commercial Area or make any modifications to the Commercial Area and/or the Commercial Lands and any portion(s) thereof, all in its sole, absolute and unfettered discretion. Purchasers and tenants are hereby advised that the Commercial Lands may, at the owner(s) of the Commercial Lands sole, absolute and unfettered discretion, be developed as a commercial, retail, office, mixed-use or other type of building(s)/area(s) in compliance with the relevant municipal requirements from time to time. The tenure, design, use, etc. of the Commercial Lands and the Commercial Area, the construction timetable for same, the number of areas, units and spaces contained therein, the type, character, composition, etc. of the improvements to be constructed thereon and the number and type of condominium corporations, if any, to be created thereon will be totally at the discretion and control of the owner(s) of the Commercial Lands. The configuration, layout, boundary and area of the Commercial Lands and Commercial Area are subject to change by the owner(s) of the Commercial Lands, in its sole, absolute and unfettered discretion. If the Commercial Lands are developed as a condominium, then the condominium corporation to be created upon registration of the declaration and description upon the Commercial Lands is herein referred to as the "Commercial Corporation". The areas, units and spaces in the Commercial Area may be sold by the owner(s) of the Commercial Lands or may be retained and leased by the owner(s) of the Commercial Lands, all at its sole, absolute and unfettered discretion. The Commercial Area and Commercial Lands may share the servicing systems and other areas and appurtenances of any one or more of the Buildings. In addition to the sharing of said servicing systems and other areas and appurtenances, the Commercial Lands or portion(s) thereof may, at the sole, absolute and unfettered discretion of the Declarant and/or the owner(s) of the lands thereof, be subject to and/or benefit from various rights and easements providing for, inter alia, support, maintenance, repair, reconstruction, etc.

A proposed sketch of the site is annexed hereto as Schedule X. Said sketch of site and all improvements shown thereon are preliminary only and are subject to change, from time to time, by the Declarant, in its sole, absolute and unfettered discretion. The configuration, layout, boundaries and areas of the Condominium Lands are subject to change by the Declarant in its sole, absolute and unfettered discretion prior to the registration of a declaration and description on the Condominium Lands.

The Declarant reserves the right, at its option, to increase or decrease the number of residential dwelling units within each of the Buildings. Further, and without limiting the generality of the foregoing, the Declarant reserves the right, at its option, to increase or decrease the number of levels within each of the Buildings. Accordingly, the Purchaser's residential dwelling unit number and level number may change from that originally proposed in the agreement of purchase and sale or in this Disclosure Statement and any changes contemplated herein shall not constitute a material change within the meaning of the Act.

Certain residential dwelling unit owners shall have the exclusive use of portions of the common elements, as described in the declaration (the "Declaration"). Subject to the provisions of the Declaration, by-laws and rules, each residential dwelling unit owner is responsible for the maintenance and repair of his/her residential dwelling unit.

There is presently proposed to be 715 parking units provided in the Corporation. The number of levels and location of parking shall be determined by the Declarant, at its sole, absolute and unfettered discretion. Such parking units shall be designated by the Declarant in its sole, absolute and unfettered discretion. The Declarant reserves the right to sell, assign or lease any parking units to purchasers, owners and tenants of any of the units in the Buildings, to the purchasers, owners and tenants of any of the areas, units or spaces in the Commercial Area, to the owner(s) of the Commercial Lands, to any third party or they may be retained by the Declarant. Some parking units may be designed and designated for handicapped access as required by federal, provincial or municipal law and/or any agreement to be entered into with the City of Toronto.

There may be visitor parking spaces available on the Property in such numbers and at such locations as the Declarant shall designate in its sole, absolute and unfettered discretion. Such visitor parking spaces shall form part of the common elements and may be used at no cost by permitted visitors, guests and others to the Lands for visitor parking purposes only and said permitted visitors, guests and others shall be permitted to use and access parts of the common elements of the Corporation to gain access to and egress from said visitor parking spaces. At present, there are proposed to be a sufficient number of visitor parking spaces to satisfy municipal requirements.

Purchasers, tenants and owners are advised that the City of Toronto may require that if the non-visitor handicapped parking spaces (if any) within the Lands: (a) be unitized, then the non-disabled owners

and/or occupants of non-visitor handicapped parking units shall be obligated, upon notification by the condominium Corporation, to exchange, at no cost to the disabled driver, the use of the handicapped parking unit with a disabled driver's non-handicapped parking unit; or (b) form part of the common elements, then the condominium Corporation shall retain control over said non-visitor handicapped parking spaces and said non-visitor handicapped parking spaces cannot be made exclusive use portions of the common elements.

There is presently proposed to be 765 storage locker units provided in the Corporation. These storage locker units shall be designated by the Declarant in its sole, absolute and unfettered discretion. The Declarant reserves the right to sell, assign or lease any storage locker units to purchasers, owners and tenants of any of the units in the Buildings, to the purchasers, owners and tenants of any of the areas, units or spaces in the Commercial Area, to the owner(s) of the Commercial Lands, to the owner(s) of the Commercial Lands, to any third party or they may be retained by the Declarant.

The Declarant reserves the right, at its option, to increase or decrease the number and/or type of parking units and storage locker units within the Corporation and it specifically puts all purchasers on notice to this effect.

Water and gas for the entire Property and electricity for the Property save and except electricity as may be consumed in the residential dwelling units will be supplied to the Condominium and each unit owner shall bear its share of the costs for such utilities and services which will form part of the common expenses for the Corporation. Electricity consumed in the residential dwelling units shall be separately metered or check or consumption metered with the respective residential dwelling unit owner bearing the costs of the hydro consumed in his/her residential dwelling unit, in addition to and not part of the common expenses.

Notwithstanding anything herein, the Declarant reserves the right to bulk meter any utility which is described herein as being separately metered or check or consumption metered and purchasers are specifically put on notice of same and any such change shall not constitute a material change within the meaning of the Act. Further, and notwithstanding anything herein, the Declarant reserves the right to separately meter or check or consumption meter any utility which is described herein as being bulk metered and purchasers are specifically put on notice of same and any such change shall not constitute a material change within the meaning of the Act.

Television service will be supplied to the residential dwelling unit owners directly from the television service supplier and the costs in respect of same shall be borne by the respective residential dwelling unit owner and shall not form part of the common expenses. Telephone service will be supplied to the residential dwelling unit owners directly from the telephone supplier and the costs in respect of same shall be borne by the respective residential unit owner and shall not form part of the common expenses.

The Declarant reserves the right, at its sole, absolute and unfettered discretion and option, to affix, attach, hang, display and/or place signs and advertisements, of any type, design and size, on and/or in the Buildings, on a temporary or permanent basis, and said signs and advertisements shall not be removed or altered without the prior written consent of the Declarant.

There currently is proposed to be a privately owned publicly-accessible space ("POPS") proposed to be located on the ground level of the Lands. If developed, at the sole, absolute and unfettered discretion of the Declarant, the POPS may, at the sole, absolute and unfettered discretion of the Declarant, be made available for the use and access of the owner(s), tenants, occupants and others (as determined by the Declarant in its sole, absolute and unfettered discretion) of the units in the Corporation, area(s) of the Commercial Lands and the general public. It is currently proposed that the Corporation and the owner(s) of the Commercial Lands shall share in the costs to operate, maintain, repair and replace the POPS all in accordance with the Easement and Cost Sharing Agreement described below and any agreement(s) required by the City of Toronto and/or other governmental authority. The ownership of the POPS shall be determined by the Declarant, in its sole, absolute and unfettered discretion.

Purchasers are hereby notified that if there are any amendments to the Act or any other statute or regulation which would change any of the provisions in this Disclosure Statement and the Schedules attached hereto, purchasers are specifically put on notice of same and any such change(s) shall not constitute a material change within the meaning of the Act.

# Section 3 - Description of Recreational and Other Amenities

See Schedule XIII for a list of recreational and other amenities that the Declarant proposes to provide to the occupants of the residential dwelling units during a period of interim occupancy of a proposed Unit under section 80 of the Act. All purchasers of the residential dwelling units in the Buildings are advised that some amenities may not be available to the owners and their family members (who reside in the residential dwelling unit), occupants, guests, tenants and invitees of the residential

dwelling unit owners in the Buildings until the construction of the building in which such amenities are located is completed (the scheduling and completion of same to be at the sole, absolute and unfettered discretion of the Declarant).

# Section 4 - Sharing of Costs of Services and Easements

If the Commercial Lands are developed, certain facilities, services and areas within the said lands and/or the improvements to be made thereon may benefit any one or more of the other lands and/or the buildings/structures proposed to be built thereon and certain costs for same may be shared amongst the benefiting lands, all as determined by the Declarant and/or the owner(s) of such lands, in their sole, absolute and unfettered discretion.

As mentioned above, the ultimate tenure of the Commercial Lands that may be developed will be in the discretion of its owner(s). For clarity and simplicity, the following provisions of this Section 4 are drafted as if the Commercial Lands, if and when developed, would be in the tenure of freehold ownership. If the Commercial Lands are developed as a condominium(s), then all of the obligations of the owner(s) of the Commercial Lands as set out hereinbelow in this Section 4 shall become the obligations of the Commercial Corporation and all references to the "owner(s) of the Commercial Lands" hereinbelow in this Section 4 shall be replaced with the "Commercial Corporation", and furthermore the Declaration shall be amended accordingly, as determined by the Declarant in its sole, absolute and unfettered discretion.

The composition and location of the shared facilities, services and areas cannot be finalized until all the Buildings and the Commercial Area have been fully constructed or such earlier time as determined by the Declarant, in its sole, absolute and unfettered discretion. Nevertheless, at this time it is proposed that the costs of services and easements to be shared by the Corporation and the owner(s) of the Commercial Lands are as follows (which is subject to change as mentioned above and below):

- (i) Each of the Corporation and the owner(s) of the Commercial Lands will share the cost of the operation, maintenance, repair, replacement and inspection of, and be entitled to the use and enjoyment of various general services which serve the Corporation and the Commercial Lands (defined herein, in the Declaration and the Easement and Cost Sharing Agreement as the "Shared Servicing Systems") and certain specific services serving any one or more of the Corporation and the Commercial Lands (defined herein, in the Declaration and the Easement and Cost Sharing Agreement as the "Specific Servicing Easements"), all of which are situate partly on their respective part of the property. Certain of the aforementioned general services that may be contained in any one or more of the Buildings and the Commercial Area may benefit or serve one or more of said buildings/area(s).
- (ii) In addition, each of the Corporation and the owner(s) of the Commercial Lands will together share the cost of operating, maintaining, repairing, replacing and inspecting:
  - (a) the POPS;
  - (b) the private road within the Lands (herein and in the Declaration described as the "Private Road");
  - (c) the access laneway proposed to be located on grade level and within the Commercial Lands (said laneway and any and all utilities and related thereto are herein and in the Declaration collectively referred to as the "Laneway");
  - (d) the overhead garage door leading into the Laneway (said overhead garage door is herein and in the Declaration referred to as the "Laneway Garage Door");
  - (e) the common interior walkways and the landscaped areas at grade level within the Condominium Lands and/or the Commercial Lands (herein and in the Declaration described respectively as the "Common Interior Walkways" and the "Exterior Landscaped Areas");
  - (f) the loading dock(s) intended to serve both the Corporation and the Commercial Area (herein and in the Declaration described as the "Loading Dock");
  - (g) the shared service doors and locks serving both the Corporation and the Commercial Area (herein and in the Declaration described as the "Shared Service Doors");
  - (h) the service corridors on Level 1 of the Condominium serving both the Corporation and the Commercial Area (herein and in the Declaration described as the "Shared Service Corridors");
  - (i) the storm water room(s) and tank(s) intended to serve both the Corporation and the Commercial Area (herein and in the Declaration described as the "Storm Tank");

- (j) the emergency generator(s) serving both the Corporation and the Commercial Area (herein and in the Declaration described as the "Emergency Generator");
- (k) fire sprinkler system(s) intended to serve both the Commercial Area and the Corporation (herein and in the Declaration described as the "Fire Sprinkler System(s)"); and
- (I) the Environmental Measures (hereinafter defined);

the cost of which are included within the common expenses described in the budget annexed hereto as Schedule VIII.

- (iii) The Corporation will be responsible for its proportionate share of the cost of operating, maintaining, repairing, replacing and inspecting the Shared Servicing Systems, the Specific Servicing Easements, the POPS, the Private Road, the Laneway, the Laneway Garage Door, the Common Interior Walkways, the Exterior Landscaped Areas, the Loading Dock, the Shared Service Doors, the Shared Service Corridors, the Storm Tank, the Emergency Generator; the Fire Sprinkler System(s) and the Environmental Measures (collectively the "Shared Facilities"), such share being equal to the proportion that the total net saleable area contained in the Buildings bears to the total net saleable area contained in the Buildings together with the total net leaseable area contained in the Commercial Area. The owner(s) of the Commercial Lands will be responsible for its proportionate share of the cost of operating, maintaining, repairing, replacing and inspecting the Shared Facilities, such share being equal to the proportion that the total net leasable area contained in the Commercial Area bears to the total net saleable area contained in the Buildings together with the total net leaseable area contained in the Commercial Area. The owner(s) of the Commercial Lands shall determine said net saleable area, said net leasable area and the methodology of calculating same and such determination shall be final and binding on all parties to the subject Easement and Cost Sharing Agreement.
- (iv) The Corporation and the owner(s) of the Commercial Lands shall enter into an Easement and Cost Sharing Agreement which shall provide generally as follows:
  - (a) The Easement and Cost Sharing Agreement shall provide that as a declaration and description is registered on the lands which are the subject of such agreement, thereby creating a condominium corporation under the Act, such newly created corporation shall execute a counter-part of the Easement and Cost Sharing Agreement pursuant to which such condominium corporation shall assume its benefits and burdens under the Easement and Cost Sharing Agreement.
  - (b) The Easement and Cost Sharing Agreement may, at the Declarant's sole, absolute and unfettered discretion, describe and convey the various easements over various parts of the Lands and/or the Commercial Lands as established by the Declarant, including, without limitation, easements for the following purposes: pedestrian and vehicular access, support, installing, maintaining, operating, altering, repairing, replacing and inspecting utilities and other systems, permitting the use and enjoyment of various parts of the property, the maintenance and repair of the property, the purpose of construction, sale and maintenance of the building(s)/area(s) to be constructed on the lands adjacent to the Property.
  - (c) The Easement and Cost Sharing Agreement shall establish the cost sharing mechanism between the Corporation and the owner(s) of the Commercial Lands and with respect to the expenses operating, maintaining, repairing, replacing and inspecting the Shared Facilities, to be used in the manner provided for in the Easement and Cost Sharing Agreement.
  - (d) In relation to the costs proposed to be shared by the Corporation and the owner(s) of the Commercial Lands as referred to in Section 4 (i), (ii) and (iii) hereinabove, the Easement and Cost Sharing Agreement will provide in the manner established by the Declarant that until such time as any portion of the Commercial Lands are constructed and an area in such portion is occupied by the public, the owner(s) of the Commercial Lands shall not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the above referenced cost sharing mechanism and such share will be borne by the Corporation alone. However, in relation to the proportionate share of the expenses to be contributed by the owner(s) of the Commercial Lands, upon the construction on any portion of the Commercial Lands and the occupancy of an area in such portion by the public, the proportionate share of the shared costs (as referred to in Section 4 (i), (ii) and (iii) hereinabove) relating to the area(s) on such portion of said lands which have been occupied by tenant(s) shall be thereafter assumed by the owner(s) of the Commercial Lands.
  - (e) The Easement and Cost Sharing Agreement shall provide that SENTINEL (SHERBOURNE) LAND CORPORATION, in its capacity as general partner of and on

behalf of FRONT AND SHERBOURNE LIMITED PARTNERSHIP or a related entity shall control the use, operation, maintenance, repair, replacement, inspection etc. of the Shared Facilities until such time as SENTINEL (SHERBOURNE) LAND CORPORATION, in its capacity as general partner of and on behalf of FRONT AND SHERBOURNE LIMITED PARTNERSHIP or its a related entity no longer owns any portion(s) of the Commercial Area, subject to the terms of the Easement and Cost Sharing Agreement.

(f) The Easement and Cost Sharing Agreement shall include such other provisions as are required to give effect to matters therein contained, including provisions for the collection of the amounts due under the Easement and Cost Sharing Agreement, administration of the matters therein provided, and such other matters as may be deemed appropriate by the owner(s) of the Commercial Lands, in its sole, absolute and unfettered discretion.

## E. MARKETING OF BLOCK OF UNITS

The Declarant does not presently intend to market any units in blocks to investors but reserves the right to do so; however, no restriction has been placed on the number of units that may be purchased by an individual or corporation.

## F. SIGNIFICANT FEATURES OF THE AGREEMENTS

The following represents a brief narrative description of the significant features of the agreements required to be described under section 72(3)(n), but any statements made below are qualified in all respects by the contents of such documents.

## (a) <u>Management Agreement</u>

The Corporation will enter into a management agreement with the Declarant or a company related to or appointed by the Declarant (the "Manager") pursuant to which the Manager will be the exclusive representative and managing agent of the Corporation, for a period of three (3) years from the date of creation of the Corporation. The duties of the Manager are fully set out in the management agreement and include, among other things the enforcement of the terms of the Declaration, by-laws and rules, the collection of common expenses, the repair and maintenance of common elements, and the keeping of accounts of all financial transactions involved in managing the property of the Corporation. The Manager shall be entitled to a payment for its managerial services, which during the first year following the registration of this Corporation shall be in an amount equal to \$25.97 (subject to the terms set out in the budget statement forming part of this Disclosure Statement) per residential dwelling unit per month plus applicable taxes, payable in advance. In addition to this amount, the Manager shall also be entitled to a payment for its managerial services in respect of the Shared Facilities, which during the first year following the registration of this Corporation shall be in an amounts set out in the budget statement forming a part of this Disclosure Statement and shall be subject to the terms set out in said budget statement.

The management agreement may be terminated by the Corporation in accordance with Section 111 of the Act. The Manager may terminate the management agreement by the Manager giving to the Corporation sixty (60) days written notice to such effect.

A copy of the proposed management agreement is attached hereto as Schedule IV.

# (b) <u>Utility Services Agreement</u>

# **Electricity**

If necessary, as determined by the Declarant in its sole, absolute and unfettered discretion, the Corporation shall contract for the purchase of electricity from a local distribution company, an independent energy retailing company or from the Electricity Metering Company (as defined below). Electricity consumption in each owner's residential dwelling unit shall be measured by the metering system operated by a company that measures/meters electricity consumption (the "Electricity Metering Company") and shall be invoiced to such owner by the Electricity Metering Company or another company (the "Electricity Invoicing Company") in accordance with an agreement(s) to be entered into with the Electricity Metering Company and/or the Electricity Invoicing Company. The Declarant may at first instance enter into such an agreement(s) and upon either the registration of the Corporation or the occupancy of each respective residential dwelling unit the Declarant shall be automatically released from all of its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party(ies) to the agreement(s) for any breach of the agreement(s) caused or occurring subsequent to such date. Correspondingly, the Corporation or the residential dwelling unit owner, as the case may be, shall assume (and/or enter into a separate agreement(s) with the Electricity Metering Company and/or the Electricity Invoicing Company, as case may be) all such liabilities and obligations from such date. Each residential dwelling unit owner shall receive and be responsible for payment of the invoice with respect to the electricity consumption for his/her unit. The unit owner shall remit payment to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the unit owners for electricity consumption) for electricity consumption, separate from any other obligations the unit owner has with respect to payment of common expenses as an owner within the Condominium. For greater certainty, the cost of electricity consumption within the residential dwelling units shall not form part of the common expenses. The agreement with the Electricity Metering Company may contain provisions which require the Corporation to reimburse the Electricity Metering Company for any or all equipment, meters, wiring and other works installed in the Condominium by or on behalf of the Electricity Metering Company in the event that the agreement with the Electricity Metering Company is terminated by the Corporation following the turnover meeting. Residential dwelling unit owners shall also pay (in addition to and not part of the common expenses) all fees and charges (including, without limitation, any rental, security deposit, administration, commodity and non-commodity fees/charges) for the electricity service to their respective residential dwelling unit and the monitoring of electricity consumption in their respective residential dwelling unit. The method of invoicing and payment for electricity consumed by each unit and/or in the common elements is subject to change depending on the terms of the agreement(s) to be entered into between the Corporation/Declarant and the Electricity Metering Company and/or the Electricity Invoicing Company, depending on whether the Electricity Metering Company is also the electricity distributor, depending on the requirements of the electricity distributor and/or the municipality and as determined or required by the Declarant. The agreement with the Electricity Metering Company may, at the sole, absolute and unfettered discretion of the Declarant, contain provisions which require the Declarant and/or Corporation to provide a licence to the Electricity Metering Company (including its employees, agents and sub-contractors) to access and use the common elements for the purposes of allowing the Electricity Metering Company to perform its obligations under the said agreement, including, without limitation, providing electricity metering services, and delivering, designing, inspecting, repairing, relocating, maintaining, testing, connecting or replacing equipment, meters, wiring and other works or any part thereof. The Declarant may, at its sole, absolute and unfettered discretion, amend the terms of the Declaration and/or any other documents forming a part of this disclosure statement to reflect such changes. Any such changes shall not constitute a material change within the meaning of the Act.

Furthermore, if required by the Declarant, in its sole, absolute and unfettered discretion, the Corporation may enter into an agreement with the Declarant or related entity (the "Declarant Indemnity Agreement Re: Utility") to fully indemnify the Declarant or related entity of any and all losses, claims, costs etc. suffered by the Declarant from and after the date the Corporation enters into or assumes the agreement with Electricity Metering Company and/or the Electricity Invoicing Company, as case may be, or arising as a result of the Corporation's termination of such agreement with the Electricity Metering Company and/or the Electricity Invoicing Company, as case may be, or otherwise due to the actions of the Corporation in relation to such agreement.

# (c) <u>Easement and Cost Sharing Agreement</u>

The Corporation shall enter into or assume the Easement and Cost Sharing Agreement, the general provisions of which are summarized above under the caption Section 4- Sharing of Costs of Services and Easements.

# (d) Telecommunications Agreement

The Corporation may enter into or assume an agreement or agreements (the "Telecommunications Agreement") with one or more telecommunication providers (a "Telecommunication Provider"), which agreement(s) may grant to and in favour of the Telecommunication Provider a right of access or easement over, under, upon, across and/or through the Property or any part(s) thereof in order to facilitate the ability of the Telecommunication Provider to construct, install, access, operate, maintain, replace and/or repair its telecommunications equipment, wires, cables and other facilities and/or to market and/or promote its telecommunications services. It is anticipated that all telecommunication equipment, wires, cables and other facilities (other than within each unit) installed in the Condominium shall remain the property of the Telecommunication Provider. The Declarant reserves the right to permit the Telecommunication Provider to market and/or promote its services in the Buildings.

## (e) <u>Miscellaneous Agreements</u>

The Corporation may enter into or assume agreements (the "Miscellaneous Agreements") which may be necessary, from time to time, for the provision of services to the Condominium including, without limitation, landscaping, snow removal, supplies, insurance, accounting services, legal services and other matters as may be required for the orderly operation of the business and affairs of the Condominium.

# (f) Warranty Agreement Between the Corporation and the Declarant

The Corporation shall, prior to the turnover of the board of directors pursuant to s. 43 of the Act, enter into an agreement (the "Warranty Agreement") with the Declarant, which shall provide that (a) the

Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act, the Ontario New Home Warranties Plan Act and by the Tarion Warranty Corporation; (b) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium and the Buildings including, without limitation, the units and common elements of the Corporation shall be through the process established for and administered by the Tarion Warranty Corporation; (c) the Corporation, together with the Declarant, shall appoint and constitute the Tarion Warranty Corporation as the sole and final arbiter of all such matters; (d) the Corporation shall indemnify and save the Declarant harmless from all remedies, actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement; and (e) the Warranty Agreement shall not be terminated or terminable by the Corporation following the turnover meeting pursuant to s. 43 of the Act.

## (g) Bulk Internet Services

The common elements of the Condominium may be subject to an easement or access agreement (the "Transfer of Easement") entered or to be entered into between the Declarant and Rogers Communications Inc. (hereinafter referred to as "Rogers") to, inter alia, permit Rogers to provide television, internet, telephone and other communication services to the Condominium. Additionally, the Declarant may, at its sole, absolute and unfettered discretion of the Declarant, enter into a bulk internet agreement with Rogers with respect to the provision of internet services by Rogers on a bulk basis to the Condominium, comprising up to 250Mbps of download speed/capacity and up to 20 Mbps of upload speed/capacity, with corresponding unlimited usage (said agreement is hereinafter referred to as the "Bulk Internet Agreement") which agreement will be assumed by the Corporation pursuant to a by-law. During the term of the said Bulk Internet Agreement, all amounts or rates payable to Rogers for such bulk internet service shall comprise part of the common expenses of the Condominium, shall correspondingly be reflected in the Condominium's annual budget(s), and shall be allocated equally amongst all residential dwelling units regardless of such residential dwelling units' percentage contribution to common expenses set out in the column in Schedule D to the Declaration entitled "% Contribution to Common Expenses". Such equal percentage contribution by the residential dwelling unit owners to the costs of the bulk internet services may be reflected in the column in Schedule D to the Declaration entitled "% Contribution to Bulk Internet". The Declarant may at first instance enter into the Bulk Internet Agreement and upon the registration of the Corporation, the Corporation shall assume the Bulk Internet Agreement and the Declarant shall thereupon automatically be released from all further obligations to Rogers under the Bulk Internet Agreement and references to the Declarant in the Bulk Internet Agreement shall be deemed to mean the Corporation. Purchasers are advised that the amounts or rates payable to Rogers for the bulk internet service described herein may be subject to annual escalating rates after expiry of the initial term of the Bulk Internet Agreement, and are advised to refer to the budget statement for further details.

Rogers shall be allowed access to and egress from (and upon, over and throughout) the common elements of the Condominium to install, upgrade, operate, remove, replace, supplement and maintain Rogers' signal distribution and processing equipment necessary to provide television, internet, telephone and other communication services, and for the provision, promotion and marketing of Rogers' internet and other telecommunication services and products, from time to time.

The Declarant does not represent or warrant any aspect of any service provided by Rogers nor any aspect of the Bulk Internet Agreement, including, without limitation, the quality of the service to be provided, it being expressly understood that the purchasers have fully satisfied themselves in respect therewith. In no event shall the Corporation, the unit owners in the Condominium or the purchasers have any claim whatsoever against the Declarant in respect of any service provided by Rogers or the Bulk Internet Agreement or any matter related, directly or indirectly, thereto.

# (h) Privately Owned Publicly-Accessible Space

The Corporation may, at the sole, absolute and unfettered discretion of the Declarant, be required to enter into or assume an agreement(s) with the City of Toronto or other governmental authority relating to, inter alia, the Corporation's and the owner(s) of the Commercial Lands' responsibility for the cost and implementation of the on-going operation, maintenance and repair of the POPS to the satisfaction of the City of Toronto or other governmental authority, as applicable. Said agreement(s) may contain clauses which require the Corporation and/or the owner(s) of the Commercial Lands to indemnify the City of Toronto and/or other governmental authority, as applicable, with respect to all matters related, directly or indirectly, to the POPS and shall contain all other provisions as required by the City of Toronto or other governmental authority, as applicable.

## (i) Eddy Building Solutions Intelligent Leak Detection Remote Monitors

Eddy building solutions intelligent leak detection remote monitors (the "Eddy Monitors") will be installed in certain locations, as determined by the Declarant or Eddy Home Inc. (hereinafter referred to as "Eddy Home"), in the residential dwelling units to monitor leakage of certain water pipes, as determined by the Declarant or Eddy Home, within the residential dwelling units. The Corporation will

be required to enter into an agreement with Eddy Home with respect to the monitoring of such Eddy Monitors by Eddy Home (the "Water Leakage Detection Agreement"). During the term of the said Water Leakage Detection Agreement, all amounts or rates payable to Eddy Home for such monitoring of the Eddy Monitors shall comprise part of the common expenses of the Condominium, shall correspondingly be reflected in the Condominium's annual budget(s), and shall be allocated equally amongst all residential dwelling units regardless of such residential dwelling units' percentage contribution to common expenses set out in the column in Schedule D to the Declaration entitled "% Contribution to Common Expenses". Such equal percentage contribution by the residential dwelling unit owners to the costs of the Water Leakage Detection Agreement may be reflected in the column in Schedule D to the Declaration entitled "% Contribution to Eddy System. Said Water Leakage Detection Agreement will contain terms and conditions as are required by the Declarant and/or Eddy Home including, without limitation, terms and conditions regarding the term of the agreement, costs and fees with respect to the monitoring of the Eddy Monitors, fees payable if the Water Leakage Detection Agreement is terminated, covenants on the Corporation to grant a licence over common element areas of the Condominium and to maintain a certain level of insurance, clauses which require the Corporation to indemnify Eddy Home for damages that Eddy Home suffers or incurs arising out of or resulting from the Corporation's breach of the Water Leakage Detection Agreement and damage to the water leakage detection system.

The Declarant does not represent or warrant any aspect of any monitoring provided by Eddy Home nor any aspect of the Water Leakage Detection Agreement, including, without limitation, the quality of the monitoring to be provided and the effectiveness of the Eddy Monitors, it being expressly understood that the purchasers have fully satisfied themselves in respect therewith. In no event shall the Corporation, the unit owners in the Condominium or the purchasers have any claim whatsoever against the Declarant in respect of any monitoring provided by Eddy Home or the Water Leakage Detection Agreement or any matter related, directly or indirectly, thereto.

Purchasers are advised to refer to the proposed Exhibit "B" to By-Law No. 6 attached hereto as Schedule XIV for further details as to the terms and provisions of the Water Leakage Detection Agreement.

# G. MISCELLANEOUS MATTERS, STATEMENTS, ETC.

- (a) The Declarant has no actual knowledge of any judgments against the Corporation to be created by the Declarant, nor does it have any actual knowledge of any pending lawsuits to which the Corporation is a party.
- (b) There are no current or expected fees or charges to be paid by unit owners, or any of them, for the use of the common elements or part thereof and other facilities related to the Property, except as otherwise may be expressly provided for in this Disclosure Statement or in the documents prepared in conformity therewith.
- (c) The Declarant has not made an application for approval, as described under subsection 72(3)(e) of the Act, with respect to the Property.
- (d) The Declarant intends to enroll the proposed residential dwelling units and common elements in the Ontario New Home Warranties Plan (the "Plan") within the meaning of the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O-31 (the "Warranties Plan Act") in accordance with the regulations made under the Warranties Plan Act.
- (e) No building on the Property, unit or proposed unit has been converted from a previous use.
- (f) None of the units or proposed units may be used for commercial or other purposes not ancillary to residential purposes.
- (g) The Declarant reserves the right to lease any units or proposed units in the Condominium; however, the Declarant does not intend to lease any of the units or proposed units at this time.
- (h) The Declarant does not intend to cause the Corporation to amalgamate with another corporation within sixty (60) days of the date of registration of the Declaration and description of the Corporation.
- (i) The Declarant does not intend to require the Corporation to pay fees or charges to the Declarant or another person, save and except for those fees or charges set out in the Budget Statement annexed hereto as Schedule VIII and as otherwise provided for in this Disclosure Statement or in the documents prepared in conformity therewith.
- (j) Under subsection 82(8) of the Act, the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest that it is required to pay to the purchaser under section 82 of the Act.

- (k) Portions of the common elements may be used for commercial or other purposes not ancillary to residential purposes as described in this Disclosure Statement or in the documents prepared in conformity therewith. Portions of the common elements may be subject to easements and/or rights of way in favour of the Commercial Lands and/or the Commercial Area. Additionally, the POPS proposed to be located on the Lands is proposed to be open and accessible to the general public at such times as required by the City of Toronto and the public shall have a right to use and access such POPS, which may be subject to various easements and rights for such purposes and other purposes.
- (I) The Declarant or a subsidiary body corporate, holding body corporate and/or affiliated body corporate of the Declarant owns land that is adjacent to the land described in the description, and the following applies to such adjacent lands:

## (i) Current Use

The adjacent lands owned by the Declarant or any such subsidiary body corporate, holding body corporate and/or affiliated body corporate of the Declarant are currently either vacant, under construction or being used for the purpose of a sales office.

## (ii) Representations Respecting Future Use

The Declarant has not made any representations respecting the future use of the lands adjacent to the land described in the description, the use of which is completely at the sole, absolute and unfettered discretion of the owners thereof.

- (iii) Applications
- (iv) The following applications respecting the use of the lands adjacent to the lands described in the description have been or may be submitted to an approval authority:
  - (A) Applications for Draft Condominium Plan Approval;
  - (B) Applications for minor variances regarding building area, set back, height, etc.;
  - (C) Applications for re-zoning or Official Plan Amendment;
  - (D) Applications for demolition;
  - (E) Site plan application(s); and
  - (F) Applications for such other purposes to permit the adjacent lands to be developed in the manner required by their respective owners.

# H. ENVIRONMENTAL MATTERS

The Declarant hereby advises the purchasers of the following relating to environmental matters:

The Lands and Commercial Lands (the "Project Lands") were historically occupied by various industrial and commercial businesses since the mid-1800s. Industrial activities which have occurred on the property include without limitation to coal storage, use of a rail line, underground storage of gasoline and associated products, and use as auto servicing. Surrounding property uses have included without limitation to dry cleaning, auto repair, coal gasification and foundry operations. Based on the investigations completed onsite, impacts to onsite soil or groundwater, as a result of onsite and offsite property uses, include without limitation to metal & inorganics, volatile organic compounds (VOCs), petroleum hydrocarbons (PHC), polychlorinated biphenyls (PCBs) and polycyclic aromatic hydrocarbons (PAHs). To address the impacts to soil and groundwater a Risk Assessment is underway which involves quantification of the risks and evaluation of risk management measure. The Risk Assessment then identifies certain control measures ("Risk Management Measures" or "RMM") that may be required by relevant governing authorities to be implemented.

The Ministry of Environment and Climate Change ("MOECC") reviews the Risk Assessment as part of a regulatory process contained in O.Reg. 153/04 as amended. The MOECC has issued a document known as a Certificate of Property Use with the number 4810-B8BR8A ("CPU"). The CPU summarizes inter alia, the requirements for the Risk Management Measures that must be installed at the Project Lands. Purchasers are advised to review the entire CPU, a copy of which is attached hereto as Schedule XV, for all such Risk Management Measures.

A Certificate of Requirement has been registered as Instrument No. AT5173775 on the title to the Project Lands to require, inter alia, the Declarant and owner(s) of the Project Lands to provide persons who will acquire interests in the Project Lands with the CPU. The CPU binds the property owners (including condominium unit owners) to ensure that the Risk Management Measures are properly installed and maintained at all times.

Purchasers are advised that the Corporation will be required to: (1) comply with and perform the obligations, directives, requirements and restrictions set out in the CPU; (2) forthwith provide the Declarant with copies of all reports, submissions, tests and correspondence issued or between the Corporation and the MOECC; and (3) do such things as are required by the Declarant so that any financial assurance that has been lodged by the Declarant with the MOECC is reduced from time to time and is returned to the Declarant without any deduction therefrom on a timely basis. The Corporation shall indemnify and save harmless the Declarant from and against any loss, costs and damage which the Declarant may suffer or incur arising out of: (1) the breach by the Corporation of its obligations and agreements in this paragraph; and (2) any act, omission or neglect of the Corporation or any residential dwelling unit owner which results in the aforesaid financial assurance being drawn on, expended or retained by the MOECC.

Purchasers are advised that the costs and expenses associated with any requirements of the MOECC, the City of Toronto and/or other governmental authorities with respect to the environmental matters in this Part H, including, inter alia, costs of compliance with all such Risk Management Measures, including the costs of maintenance and monitoring of the Risk Management Measures, including without limitation the costs of compliance with the CPU, and the costs of any other monitoring system(s)/program(s), venting system(s), and/or contingency plan(s), shall form part of the common expenses of the Corporation. There may, at the sole, unfettered discretion of the Declarant, be increases in such costs and expenses and/or additional costs and/or expenses associated with requirements by the MOECC, the City of Toronto and/or other governmental authorities with respect to the environmental matters in this Part H and purchasers are specifically put on notice of same and any such change shall not constitute a material change within the meaning of the Act. Purchasers are advised to review the budget statement for an estimate of costs and expenses with respect to the environmental matters in this Part H forming part of the common expenses of the Corporation. Such estimate of costs and expenses with respect to the environmental matters in this Part H may, at the sole, absolute and unfettered discretion of the Declarant, increase and purchasers are specifically put on notice of same and any such change shall not constitute a material change within the meaning of the Act.

Management The monitoring, maintenance and repair of the Risk Measures. requirement/responsibility to comply with and perform the obligations, directives, requirements and restrictions set out in the CPU; the requirement/responsibility to forthwith provide the Declarant with copies of all reports, submissions, tests and correspondence issued or between the Corporation and the MOECC; and the responsibility to do such things as are required by the Declarant so that any financial assurance that has been lodged by the Declarant with the MOECC is reduced from time to time and is returned to the Declarant without any deduction therefrom on a timely basis, and any and all additional requirements of the MOECC, the City of Toronto and/or other governmental authorities with respect to the environmental matters in this Part H are collectively the "Environmental Measures".

Purchasers are further advised that there may be additional notices and/or warning clauses relating to the environmental matters described in this Part H to be provided to purchasers by the Declarant ("Notices"). If the relevant governing authorities require the purchaser to receive a copy of the Notices, then a copy of the Notices may be given directly to the purchasers, or shall be mailed or electronically transmitted to their respective addresses as shown on the Agreements of Purchase and Sale or to their respective solicitors and such mailing and transmission shall be deemed to constitute appropriate notification. Purchasers will be bound by the contents of any such Notices and shall execute and deliver forthwith upon request and without charge, acknowledgment(s) containing such Notices if and when requested to do so by the Declarant. Without limiting the generality of the foregoing, to the extent that any Notices are provided to purchasers by the Declarant after the Agreements of Purchase and Sale have been made, such Notices shall be deemed to have been included in such Agreements of Purchase and Sale at the time that such Agreements of Purchase and Sale were made.

# I. SCHEDULES

Attached hereto are the following documents:

Schedule I A copy of the Corporation's proposed Declaration.

Schedule II A copy of the Corporation's proposed By-law No. 1.

Schedule III A copy of the Corporation's proposed By-Law No. 2.

Schedule IV A copy of the proposed Management Agreement.

Schedule V A copy of the Corporation's proposed By-Law No. 3.

Schedule VI A copy of the Corporation's proposed By-Law No. 4 together with the Warranty

Agreement.

Schedule VII A copy of the Corporation's proposed By-Law No. 5.

Schedule VIII The proposed Budget Statement for the one year period immediately following

the registration of the proposed Declaration and description.

Schedule IX A copy of sections 73 and 74 of the Act.

Schedule X Proposed Sketch of Site.

Schedule XI A copy of the proposed schedule that the Declarant intends to deliver to the

board under clause 43(5)(h) of the Act.

Schedule XII A copy of the proposed Rules.

Schedule XIII A list of the proposed recreational and other amenities.

Schedule XIV As copy of the Corporation's proposed By-Law No. 6.

Schedule XV A copy of Certificate of Property Use No. 4810-B8BR8A.

## **SCHEDULE I**

# **DECLARATION**

#### MADE PURSUANT TO THE CONDOMINIUM ACT

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

# SENTINEL (SHERBOURNE) LAND CORPORATION, in its capacity as general partner of and on behalf of FRONT AND SHERBOURNE LIMITED PARTNERSHIP (hereinafter called the "Declarant")

**WHEREAS** the Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto (herein and hereinafter defined and referred to as the "Lands", or "Property") and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act (hereinafter called the "description");

**AND WHEREAS** the registration of the Declaration and the description will create a freehold condominium corporation that is a standard condominium corporation as defined by Ontario Regulation 49/01 made under the Act;

**AND WHEREAS** the Declarant has constructed multi-unit residential buildings upon the said lands containing 1531 residential dwelling Units, 715 parking Units and 765 storage locker Units (herein and hereinafter collectively defined as the "Buildings");

**AND WHEREAS** the Declarant intends that the said Lands, together with the said Buildings constructed thereon, shall be governed by the Act;

#### NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

## **PART ONE - INTRODUCTION**

# Section 1 - Definitions

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

- 1) "Commercial Area" means the building(s), areas and appurtenances proposed to be located on the Commercial Lands. The Commercial Area and Commercial Lands are currently proposed to not form part of the Corporation. The tenure, design, use, etc. of the Commercial Lands and the Commercial Area, the construction timetable for same, the number of units, areas and spaces contained therein, the type, character, composition, etc. of the improvements to be constructed thereon and the number and type of condominium corporations, if any, to be created thereon will be totally at the discretion and control of the owner(s) of the Commercial Lands;
- 2) "Commercial Lands" means the lands adjacent to Lands on which the Commercial Area is proposed to be constructed;
- 3) "Common Elements" and "common elements" means all the property, except the Units;
- 4) "Common Expense Threshold Date" means the date that is six (6) months from the date that the Corporation's Declaration and description are registered on title to the Lands;
- 5) "Common Interest" and "common interest" means the interest in the common elements appurtenant to a Unit;
- 6) "Common Interior Walkways" means the common interior walkways at grade level within the Lands and/or the Commercial Lands serving both the Corporation and the Commercial Area, as more fully described and set forth in the Easement and Cost Sharing Agreement;
- 7) "Corporation" means the condominium corporation created upon the registration of the Declaration and description on the Lands;
- 8) "CPU" means the Certificate of Property Use issued by the MOECC as file no. 4810-B8BR8A;
- 9) "Emergency Generator" means the emergency generator(s) serving both the Corporation and the Commercial Area, as more fully described and set forth in the Easement and Cost Sharing

Agreement;

- "Easement and Cost Sharing Agreement" means a certain agreement to be entered into or already entered into among the Corporation and owner(s) of the Commercial Lands in order, among other things, to provide for the sharing of the costs of maintaining, operating, replacing and inspecting the Shared Servicing Systems, the Specific Servicing Easements, the POPS, the Private Road, the Laneway, the Laneway Garage Door, the Common Interior Walkways, the Exterior Landscaped Areas, the Loading Dock, the Shared Service Doors, the Shared Service Corridors, the Storm Tank, the Emergency Generator; the Fire Sprinkler System(s) and the Environmental Measures among the Corporation and the owner(s) of the Commercial Lands.
- "Environmental Matters" means the environmental matters on the Lands and the Commercial Lands due to previous activities which have occurred on and around such lands, including without limitation to, coal storage, use of a rail line, underground storage of gasoline and associated products, and use as auto servicing, and property uses of lands adjacent to such lands, which have included, without limitation to, dry cleaning, auto repair, coal gasification and foundry operations. Environmental matters include soil and ground water impacts, which include, without limitation to metal and inorganics, volatile organic compounds (VOCs), petroleum hydrocarbons (PHC), polychlorinated biphenyls (PCBs) and polycyclic aromatic hydrocarbons (PAHs);
- "Environmental Measures" means the monitoring, maintenance and repair of the Risk Management Measures, the requirement/responsibility to comply with and perform the obligations, directives, requirements and restrictions set out in the CPU; the requirement/responsibility to forthwith provide the Declarant with copies of all reports, submissions, tests and correspondence issued or between the Corporation and the MOECC; and the responsibility to do such things as are required by the Declarant so that any financial assurance that has been lodged by the Declarant with the MOECC is reduced from time to time and is returned to the Declarant without any deduction therefrom on a timely basis, and any and all additional requirements of the MOECC, the City of Toronto and/or other governmental authorities with respect to the Environmental Matters;
- 13) "Exterior Landscaped Areas" means the landscaped areas at grade level within the Lands and/or the Commercial Lands, as more fully described and set forth in the Easement and Cost Sharing Agreement;
- 14) "Fire Sprinkler System(s)" means the fire sprinkler system(s) intended to serve both the Commercial Area and the Corporation, as more fully described and set forth in the Easement and Cost Sharing Agreement;
- 15) "Garage" means the underground parking garage level and above-ground parking levels containing the parking units and other areas of the Corporation;
- 16) "Laneway" means the laneway proposed to be located on grade level and within the Commercial Lands for the purpose of providing vehicular access to the Garage, as more fully described and set forth in the Easement and Cost Sharing Agreement;
- 17) "Laneway Garage Door" means the overhead garage door leading into the Laneway, as more fully described and set forth in the Easement and Cost Sharing Agreement;
- 18) "Loading Dock" means the loading dock(s) intended to serve both the Corporation and the Commercial Area, as more fully described and set forth in the Easement and Cost Sharing Agreement;
- 19) "MOECC" means the Ministry of Environment and Climate Change of the Province of Ontario and any successor agency or body;
- 20) "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
- 21) "POPS" means the privately owned publicly-accessible space proposed to be located on the ground level of the Lands, as more fully described and set forth in the Easement and Cost Sharing Agreement;
- 22) "Private Road" means the private road proposed to be located on grade level and within the Lands serving both the Commercial Area and the Corporation, as more fully described and set forth in the Easement and Cost Sharing Agreement;
- 23) "Property" or "property", as the context may require, means the land and interests appurtenant to the land described in the description and in Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements;

- "Proportionate Share" means in relation to the Shared Servicing Systems, the Specific Servicing Easements, the POPS, the Private Road, the Laneway, the Laneway Garage Door, the Common Interior Walkways, the Exterior Landscaped Areas, the Loading Dock, the Shared Service Doors, the Shared Service Corridors, the Storm Tank, the Emergency Generator; the Fire Sprinkler System(s) and the Environmental Measures, the respective costs to be borne by each of the Corporation and the owner(s) of the Commercial Lands towards the total amount of costs incurred in maintaining, operating, repairing, replacing and inspecting those facilities as determined in accordance with the terms of the Easement and Cost Sharing Agreement;
- 25) "Rules" means rules passed by the Board of Directors (hereinafter called the "board") of the Corporation and becoming effective pursuant to Section 58 of the Act;
- 26) "Shared Service Corridors" means the service corridors on Level 1 of the Corporation serving both the Corporation and the Commercial Area, as more fully described and set forth in the Easement and Cost Sharing Agreement;
- 27) "Shared Service Doors" means the service doors and locks serving both the Corporation and the Commercial Area, as more fully described and set forth in the Easement and Cost Sharing Agreement;
- "Shared Servicing Systems" means the servicing systems servicing the units/areas and/or common elements of each of the Corporation and/or Commercial Lands including certain parts of the storm and sanitary system, telephone and cable system and other such systems, all as more fully described and set forth in the Easement and Cost Sharing Agreement unless such locations or responsibilities are further adjusted, qualified or amended pursuant to any provisions of the Easement and Cost Sharing Agreement in which event the re-adjustment, qualified or amended adjustments shall prevail;
- 29) "Storm Tank" means the storm water room(s) and tank(s) intended to serve both the Corporation and the Commercial Area, as more fully described and set forth in the Easement and Cost Sharing Agreement;
- "Specific Servicing Easements" means the specific service systems serving and supplying services to each of the Corporation and/or the Commercial Lands, including, without restricting the generality of the foregoing, mechanical systems, safety systems, underground storm and sanitary sewer pipes, water pipes and electrical conduits and systems, cable and telephone wires and lines and gas lines, together with all appurtenances thereto, and which are specifically located and identified and more fully described and set forth either in this Declaration or in the Easement and Cost Sharing Agreement;
- "Unit" means a part or parts of the Property included in the description and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the Declaration and the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90 and 91 of the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration.

## Section 2 - Statement of Intention

The Declarant intends that the Lands described in Schedule "A" and in the description, together with all interests appurtenant to the said Lands be governed by the Act, and any amendments thereto.

# Section 3 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the Lands is contained in Schedule "B" annexed hereto.

# Section 4 - Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto, and notwithstanding anything else provided in this Declaration to the contrary, it is expressly stipulated and declared that:

(a) Each residential dwelling Unit shall include all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular residential dwelling 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) The complete heating/cooling system, including valves and controls and the branch piping extending to the common pipe risers servicing the said residential dwelling 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 residential dwelling Unit only, regardless of whether same are installed or located within or beyond the boundaries of said residential dwelling Unit;
- (b) Each residential dwelling Unit shall exclude:
  - (i) All concrete, concrete block or masonry portions of load bearing walls or columns located within any of the residential dwelling Units;
  - (ii) All pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any services to more than one Unit, or to the Common Elements, or that may lie within the boundaries of any particular residential dwelling Unit but which do not service that particular residential dwelling Unit;
  - (iii) All the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system within the Buildings; and
  - (iv) All exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes);
- (c) Each parking Unit shall exclude all fan, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any parking Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any parking Unit, together with any fire hose cabinets and steel guard rails abutting or affixed to, or hanging from any such columns or walls;
- (d) Each storage locker Unit shall exclude all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any storage locker Unit) and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any storage locker Unit, together with any fire hose cabinets abutting or affixed to, or hanging from any such columns or walls.

# Section 5 - Common Interest and Common Expenses Allocation

Each Owner shall have both an undivided interest in the common elements as a tenant in common with all other Owners and shall, save and except as provided herein, contribute to the common expenses in the proportions set forth opposite each Unit number in the column entitled "% Contribution to Common Expenses" in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred (100%) per cent.

Notwithstanding the foregoing, if the Declarant owns any parking Unit(s) and/or storage locker Unit(s) on or after the Common Expense Threshold Date, then from and after the Common Expense Threshold Date the Owner of such Unit(s) shall not, subject to the paragraph immediately following the formula below in this Section 5, be required to contribute to the payment of common expenses applicable to the parking Units and storage locker Units that it owns in the Corporation until the Declarant sells and transfers all of the parking Units and storage locker Units it owns in the Corporation, and from and after the Common Expense Threshold Date until the Declarant sells and transfers all of the parking Units and storage locker Units it owns in the Corporation each of the other Unit's (excluding parking Units and storage locker Units owned by the Declarant) percentage share of common expenses shall be calculated as follows:

A Unit's (excluding parking Units and bicycle storage locker Units owned by the Declarant) share of common expenses Unit's percentage of contribution to common expenses as set forth in Schedule "D" to the Declaration Total aggregate percentages of contribution to common expenses as forth in Schedule "D" to the Declaration of all Units, save and except for all parking Units and bicycle storage locker Units owned by the Declarant

On a unit by unit basis, on and after the date the Declarant transfers a parking Unit or storage locker Unit that it owned on the Common Expense Threshold Date, the purchaser of such parking Unit or storage locker Unit shall commence paying the subject Unit's share of common expenses in accordance with the formula noted above in this Section 5 and such Unit's percentage of contribution to common expenses, as set forth in Schedule "D" to the Declaration, shall be added to the denominator in the formula noted above in this Section 5.

## Section 5 – (a) Contribution to Bulk Internet and Water Leakage Detection Agreement

Each residential dwelling Unit Owner shall contribute to the monies payable for bulk internet services, as part of the common expenses, in the proportions set forth opposite each Unit number in the column entitled "% Contribution to Bulk Internet" in Schedule "D" attached hereto. The total of the proportions of the contribution to bulk internet services shall be one hundred (100%) per cent. Monies payable for bulk internet services will not form part of the common expenses if the bulk internet agreement entered into between the Declarant and Rogers Communications Inc., and assumed by the Corporation, is terminated.

Each residential dwelling Unit Owner shall contribute to the monies payable for monitoring of leak detection sensors, as part of the common expenses, in the proportions set forth opposite each Unit number in the column entitled "% Contribution to Eddy System" in Schedule "D" attached hereto. The total of the proportions of the contribution to monitoring of leak detection sensors shall be one hundred (100%) per cent. Monies payable for monitoring of leak detection sensors will not form part of the common expenses if the water leakage detection agreement (the "Water Leakage Detection Agreement") entered into between the Corporation and Eddy Home Inc. or any other provider of such leak detection sensors ("Leak Detection Services Provider"), is terminated.

# Section 6 - Exclusive Use Common Elements and Visitors' Parking Spaces

- (a) Subject to the provisions of the Act, the Declaration, by-laws and Rules, the Owners of certain residential dwelling Units shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Unit Owners entitled to same may be regulated or affected by any by-laws or Rules of the Corporation.
- (b) The Declarant and any entity related, associated or affiliated thereto (the "Related Company"), their sales staff, their authorized personnel or agents, and any prospective purchasers shall together have the right to use the visitors' parking spaces located within the Property, if any, such visitors' parking spaces (i.e. location and numbers) to be designated by the Declarant in its sole, absolute and unfettered discretion, which right shall cease forthwith upon the later of the sale of all Units owned by the Declarant in the Buildings, and any other units in any building in the vicinity thereof owned by the Declarant or the Related Company (the "Other Units").

## Section 7 - Mailing Address and Address for Service

The address for service and mailing address of the Corporation shall be:				
	Toronto, Ontario			
or auch other address as the Corneration	may determine by recolution of the board			

or such other address as the Corporation may determine by resolution of the board.

# **PART TWO - SPECIFICATION OF COMMON EXPENSES**

# Section 8 - Meaning of Common Expenses

Common expenses shall be the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, such other costs, expenses and sums of money designated as common expenses in the Act, or in this Declaration, or as are listed in Schedule "E" attached hereto.

# Section 9 - Payment of Common Expenses

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

## Section 10 - (a) Reserve Fund

- (i) The Corporation shall establish and maintain one or more reserve funds in respect of the common elements and assets and shall collect from the Owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and/or replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (ii) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.
- (iii) In accordance with section 94 of the Act, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation.

# Section 10 – (b) Check Metering of Electricity

- (i) If necessary, as determined by the Declarant in its sole, absolute and unfettered discretion, the Corporation shall contract for the purchase of electricity from a local distribution company, an independent energy retailing company or from the Electricity Metering Company (as defined below). Additionally, each residential dwelling Unit Owner may be required to contract with the local distribution company, the independent energy retailing company and/or the Electricity Metering Company for the supply of electricity to his/her residential dwelling Unit. Electricity consumption in each Owner's residential dwelling Unit shall be measured by the metering system ("SMS") operated by the company that installed the SMS or another company (the "Electricity Metering Company") and shall be invoiced to such Owner by the Electricity Metering Company or another company (the "Electricity Invoicing Company") in accordance with an agreement(s) to be entered into by the Corporation, and/or the respective residential dwelling Unit Owner, and the Electricity Metering Company and/or the Electricity Invoicing Company. In the alternative, the Declarant may at first instance enter into such an agreement(s) and upon either the registration of the Corporation or upon occupancy of each respective residential dwelling Unit the Declarant shall be automatically released from all of its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party(ies) to the agreement(s) for any breach of the agreement(s) caused or occurring subsequent to such date. Correspondingly, the Corporation or the residential dwelling Unit Owner, as the case may be, shall assume (and/or enter into a separate agreement(s) with the Electricity Metering Company and/or the Electricity Invoicing Company, as case may be) all such liabilities and obligations from such date.
- (ii) Each residential dwelling Unit Owner shall receive and be responsible for, payment of the invoice with respect to the electricity consumption for his/her residential dwelling Unit. The residential dwelling Unit Owner shall remit payment to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) for electricity consumption, separate from any other obligations the residential dwelling Unit Owner has with respect to payment of common expenses as an Owner within the condominium. For greater certainty, the cost of electricity consumption within the residential dwelling Units shall not form part of the common expenses.
- (iii) The following shall apply where the Corporation is liable to the utility supplier at first instance, but shall not apply where the residential dwelling Unit Owner contracts directly with the utility supplier:
  - (A) Any monies owing with respect to invoices for electricity consumption and not paid to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) by the residential dwelling Unit Owner according to the terms of the invoice, shall be paid by the Corporation to the Electricity Metering Company (or to the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) and shall thereupon be a debt owed by the Owner of the residential dwelling Unit whose occupants have consumed the electricity and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in

such manner and with such frequency as determined by the board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity consumption at a rate equal to that for arrears of common expense payments as set out in the Corporation's Declaration and/or by-laws.

- (B) In the event a residential dwelling Unit Owner is in default of payment of invoices to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) as a condition of being supplied or continuing to be supplied with electricity, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two month's common expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of electricity.
- (C) The Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any residential dwelling Unit where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien against the residential dwelling Unit.
- (iv) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to the Units and the common elements (including, without limitation, exclusive use common element areas) by Electricity Metering Company (and the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) or its subcontractors from time to time, as deemed necessary by the Electricity Metering Company (and the Electricity Invoicing Company if said company invoices the residential dwelling Unit Owners for electricity consumption) for the purposes of conducting inspection, maintenance, repair and reading of the SMS. Work that is required within a Unit or common elements (including exclusive use common elements) in order to facilitate the usage and operation of any SMS is also permitted and authorized upon not less than twenty-four (24) hours notice to the Owner of the Unit if access to the Unit is required except in the case of emergency, whereupon no notice is required.
- (v) The Corporation further grants a licence to the Electricity Metering Company and/or the Electricity Invoicing Company (including their respective employees, agents and subcontractors) to access and use the common elements for the purposes of allowing the Electricity Metering Company and/or the Electricity Invoicing Company to perform their respective obligations under the agreement(s) with the Electricity Metering Company and/or the Electricity Invoicing Company, including, without limitation, providing electricity metering services, and delivering, designing, inspecting, repairing, relocating, maintaining, testing, connecting or replacing equipment, meters, wiring and other works or any part thereof.

# Section 11 - Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76 of the Act. The Corporation may charge the prescribed fee for providing the status certificate. Notwithstanding the foregoing, the Corporation shall forthwith provide the Declarant with a certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale 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.

## PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

# Section 12 - General Use

Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use common element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (herein called the "by-laws"), the Rules, the Easement and Cost Sharing Agreement, and easements and rights registered against the property. However, no condition shall be permitted to exist and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in the Easement and Cost Sharing Agreement or any easements and rights

registered against the property.

- (b) No Owner shall make any installation or any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration or in the by-laws.
- (c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any Rules or by-laws of the Corporation to the contrary, the Declarant and any Related Company shall be entitled to erect and maintain signs marketing/sales/rental/leasing purposes upon any portion of the common elements, and within or outside any unsold Units, pursuant to the Declarant's ongoing marketing/sales/rental/leasing program in respect of the Units or any Other Units at such locations and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements.

## Section 13 - Restricted Access

Without the consent in writing of the board, no Owner shall have any right of access to those parts of the common elements used from time to time as a utilities area, building maintenance or storage area, manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall he have access to any other parts of the common elements used for the care, maintenance or operation of the Property or any part of the Property.

# Section 14 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least sixty six and two thirds (66 2/3%) per cent of the Units, make any substantial addition, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides.
- (b) Where the Corporation has sent a notice to the Owners in accordance with section 97(3) of the Act, and the Owners have either not requisitioned a meeting in accordance with section 46 of the Act or the Owners have requisitioned a meeting in accordance with section 46 of the Act but have not voted against the proposed addition, alteration, improvement or change at the meeting, the Corporation may make any other addition, alteration or improvement to or renovation of the common elements, or may make any other change to the assets of the Corporation or any change in a service that the Corporation provides.
- (c) For the purposes of this section, any addition, alteration, improvement or change is substantial if it meets the prescribed meaning of substantial change as set out in section 97(6) of the Act or the board elects to treat it as substantial.
- (d) For the purposes of this Declaration, and for the purposes of relating and managing the affairs of this Corporation, and the Corporation's compliance with any provisions of the Act, any change or alteration effected pursuant to an obligation imposed upon the Corporation pursuant to any provision of the Easement and Cost Sharing Agreement shall not be considered an addition, alteration, improvement to or renovation of the common elements of the Corporation.
- (e) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any Unit which may require the prior written consent of the board, shall be maintained in the office of the Corporation at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), and/or the use of any Owner or mortgagee.
- (f) The Declarant may, at its option and at any time, convey any Unit(s) registered in the Declarant's name to the Corporation and upon such conveyance, the Declarant shall be automatically released and discharged from any and all liabilities and obligations to the Corporation and/or the Unit Owners in respect of such conveyed Unit(s), including, without limitation, obligations in respect of common expenses and realty taxes, whether outstanding or whether payable before or after such conveyance. The Corporation shall execute and deliver without delay or charge any documentation as may be required to facilitate such conveyance(s) and hereby irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including land transfer tax documentation/statements, in respect of such conveyance(s), whether or not in electronic form. The conveyance to the Corporation of such Unit(s) shall not be considered an addition, alteration, improvement to or renovation of the Common Elements of the Corporation, nor shall same be considered a provision of a major asset or property to the

Corporation.

#### PART FOUR - OWNERSHIP OF PARKING UNITS AND STORAGE LOCKER UNITS

# Section 15 - Restrictions on Disposition of Parking Units and Storage Locker Units

- (a) Subject to the provisions set out in Sections 15 (b) and 15 (c) hereof, any parking Unit and/or storage locker Unit, may at any time be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:
  - (i) any such sale, transfer or other conveyance is made only to the Declarant, to any residential dwelling unit owner in any of the Buildings or to the owner(s) of any area(s) in the Commercial Area and provided that any such lease is made only to the Declarant, to the Corporation, to any owner or tenant of a residential dwelling unit in any of the Buildings or to any owner or tenant of any area(s) in the Commercial Area;
  - (ii) the term of any lease of any parking Unit and/or storage locker Unit to a tenant of a residential dwelling unit in any of the Buildings or to a tenant of any area(s) in the Commercial Area shall not extend beyond the term of the tenancy of such residential dwelling unit or area(s), as applicable, granted to such tenant;
  - (iii) every lease in respect of any parking Unit and/or storage locker Unit shall provide that where the lessee thereof is also an owner of a residential dwelling unit in any of the Buildings or where the lessee thereof is also a tenant of an area in the Commercial Area and such lessee is deprived of ownership or possession of his residential dwelling unit or area, as applicable, such lease shall revert to the lessor of such parking Unit and/or storage locker Unit. It shall also provide that where the lessee of such parking Unit and/or storage locker Unit is also an owner of a residential dwelling unit in any of the Buildings, or an owner of an area in the Commercial Area, upon a sale, transfer or conveyance of such owner's residential dwelling unit or area in the Commercial Area, as applicable, the leasehold interest in such parking Unit and/or storage locker Unit must be assigned or transferred to the new owner or transferee of such residential dwelling unit or area in the Commercial Area, as applicable, or else must revert to the lessor of such parking Unit and/or storage locker Unit, as the case may be; and
  - (iv) notwithstanding the above provisions, an Owner of a parking Unit and/or storage locker Unit may sell, transfer or convey its parking Unit and storage locker Unit to any third party provided that the sale, transfer or conveyance of the parking Unit and storage locker Unit is in combination with its residential dwelling unit in any of the Buildings or its area in the Commercial Area.
- (b) The restrictions set out above in paragraph 15 (a) shall not apply to any conveyance, disposition, assignment, sale or lease of a parking Unit or storage locker Unit by the Declarant.
- The Declarant may, at its sole option and at any time, convey, assign, sell or lease any unsold (c) parking Unit(s) and/or storage locker Unit(s) registered in the Declarant's name to the Corporation, any Owner(s), purchasers and tenants of any Unit in the Corporation, to purchasers, owners and tenants of any areas in the Commercial Area, to any third party or they may be retained by the Declarant and upon such conveyance, assignment, sale or lease the Declarant shall be automatically released and discharged from any and all liabilities and obligations to the Corporation and/or the Unit Owners in respect of such conveyed, assigned, sold or leased parking Unit(s) and storage locker Unit(s), including, without limitation, obligations in respect of common expenses and realty taxes, whether outstanding or whether payable before or after such conveyance, assignment, sale or lease. The purchaser of any of said unsold parking Unit(s) and/or storage locker Unit(s) from the Declarant shall be permitted to sell said parking Unit(s) and/or storage locker Unit(s) to any third party and the provisions set out in Section 15 (a) of the Declaration shall not apply to any such sale of said parking Unit(s) and/or storage locker Unit(s) by said purchaser. The conveyance, assignment, sale or lease to the Corporation of any parking Unit(s) and/or storage locker Unit(s) shall not be considered an addition, alteration, improvement to or renovation of the common elements of the Corporation, nor shall same be considered a provision of a major asset or property to the Corporation. The Corporation shall execute and deliver without delay or charge any documentation as may be required to facilitate any such conveyance(s) to the Corporation and hereby irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including land transfer tax documentation/statements, in respect of such conveyance(s) to the Corporation, whether or not in electronic form.

## **PART FIVE - OCCUPATION AND USE OF UNITS**

- (a) No Unit shall be occupied or used by any one in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of the Easement and Cost Sharing Agreement or any easements or rights registered against the property or any zoning by-law respecting such Units. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result thereof, or shall be liable to pay to the Corporation all other costs or expenses it incurs as a result thereof.
- (b) The Owner of each Unit shall comply, and shall require all residents, tenants, invitees and licensees of his Unit to comply with the Act, the Declaration, the by-laws, the Rules, the Easement and Cost Sharing Agreement and any rights and easements registered against the property.
- (c) No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the board. Provided, however, that in the event that an Owner owns two residential dwelling Units on the same level which share a common demising wall, such Owner shall be entitled to enjoy said two residential dwelling Units to create one living area if the following conditions are satisfied:
  - (i) the Owner at his sole expense makes application for and obtains all permits and approvals required under any zoning laws, regulations and requirements;
  - (ii) the Owner receives the prior written consent from the board;
  - (iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to the Corporation and in a good and workmanlike manner;
  - (iv) the Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Units to inspect the work being conducted until such time as the work is complete as determined by the Corporation or its representatives or agents; and
  - (v) in the event that the Corporation has given the Owner notice that the work being conducted on the Units is not satisfactory to the Corporation and the Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and failing payment, shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses.

# Section 17 - Use of Residential Dwelling Units

Being Units 1 to 14, both inclusive, on Level 1, Units 1 to 36, both inclusive, on Level 2, Units 1 to 72, both inclusive, on Levels 3 and 4, Units 1 to 78, both inclusive, on Levels 5 and 6, Units 1 to 76, both inclusive, on Levels 7, 8 and 9, Units 1 to 75, both inclusive, on Level 10, Units 1 to 30, both inclusive, on Level 11, Units 1 to 78, both inclusive on Levels 12, 13 and 14, Units 1 to 66, both inclusive on Levels 15 and 16, Units 1 to 58, both inclusive, on Level 17, Units 1 to 59, both inclusive, on Level 18, Units 1 to 33, both inclusive, on Level 19, Units 1 to 34, both inclusive, on Level 20 and 21, Units 1 to 33, both inclusive, on Levels 22 to 29, both inclusive.

- 1) Each residential dwelling Unit shall be occupied and used only as a private single family residence in accordance with the by-laws and Rules of Corporation and any other requirement of the municipality and other authority having jurisdiction.
- (i) Notwithstanding anything contained in this Declaration or in any by-laws or Rules hereafter passed or enacted to the contrary, the Owner of a residential dwelling Unit shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the cost of maintaining and repairing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems (including fan coil), and all appurtenances thereto, which provide power or any other service exclusively to his Unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration).
  - (ii) No Owner shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window other than drapes, blinds or shutters specifically designed for the window. In addition, such window coverings shall appear white or off-white from the exterior of the Buildings. Without limiting the generality of the foregoing flags, banner,

sheets, slogans, foil, wood, plastic, metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window. Christmas lights and decorations are permitted between December 15th and January 15th provided that the quantity and type of same are approved by the board.

# Section 18 - (a) Use of Parking Units

Being 715 Units on Levels A, 2 to 10, both inclusive.

Each parking Unit shall be used and occupied only for motor vehicle parking purposes, and for any additional use or purpose provided for by the Rules and by-laws of the Corporation and without restricting any wider definition of motor vehicle as may be imposed by the board, "motor vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair and which does not leak any fluids. The Owner of each parking Unit shall maintain such Unit in a clean and sightly condition and shall remove any oil stains thereon. The Corporation may make provision in its annual budget for and/or may arrange for the cleaning of the parking Units in their totality or in groups of Units.

Should the non-visitor handicapped parking spaces (if any) located within the Property: (a) be unitized, then the non-disabled owners and/or occupants of non-visitor handicapped parking Units shall be obligated, upon notification by the condominium Corporation, to exchange, at no cost to the disabled driver, the use of the handicapped parking Unit with a disabled driver's non-handicapped parking Unit; or (b) form part of the common elements, then the condominium Corporation shall retain control over said non-visitor handicapped parking spaces and said non-visitor handicapped parking spaces cannot be made exclusive use portions of the Common Elements.

# Section 18 - (b) Use of Storage Locker Units

Being 765 Units on Levels A, 2 to 10, both inclusive.

Each storage locker Unit shall be used and occupied for storage purposes only which shall not constitute a nuisance or danger to the other Unit Owners, the Units nor to the common elements nor to the Shared Servicing Systems. The board may, from time to time, restrict the categories of items that may be stored or used in such storage locker Units.

# Section 19 - Temporary Model Units/Parking Units/Storage Locker Units

Several unsold residential dwelling Units within the Buildings may be used as temporary model/sales Units for sales/marketing/rental/leasing purposes, and the Declarant and the Related Company, their sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said model Units. The Declarant shall be entitled to maintain such model Units and any unsold parking Units and storage locker Units, together with all sales displays and signs, until such time as all Units in the Buildings (or such lesser number as the Declarant may determine in its sole discretion) have been sold by the Declarant and until such time as all of the Other Units have been sold.

# **PART SIX - LEASING OF UNITS**

# Section 20 - (a) Minimum Term of Lease

Any lease or tenancy granted by any Owner, or any sublease by any subtenant, of any residential dwelling Unit shall be for a term of not less than thirty (30) consecutive days, not including any renewals thereof. Any lease or tenancy of any residential dwelling Unit for an initial term of less than thirty (30) consecutive days shall be void, and upon notification by the Corporation, such lease shall be terminated by the Owner thereof.

# Section 20 - (b) Notification of Lease

- (i) The Owner of a Unit who leases his Unit or renews a lease of his Unit shall, within 10 days of entering into the lease or the renewal, as the case may be, but in any event prior to its commencement:
  - (A) notify the Corporation that the Unit is leased;
  - (B) 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 the form prescribed by section 83 of the Act; and
  - (C) provide the lessee with a copy of the Declaration, by-laws and Rules of the Corporation.

- (ii) If a lease of a Unit is terminated and not renewed, the Owner of the Unit shall notify the Corporation in writing within 10 days of termination.
- (iii) In addition, no Owner other than the Declarant shall lease his Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the Unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws, and all Rules of the Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses unless otherwise provided by the Condominium Act".

## Section 21 - Tenant's Liability

If an Owner who has leased a Unit defaults in the obligation to contribute to the common expenses payable for the Owner's Unit, the Corporation may, by written notice to the lessee, require the lessee to pay to the Corporation the lesser of the amount of the default and the amount of the rent due under the lease in accordance with section 87 of the Act.

## Section 22 - Owner's Liability

Any Owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to the Unit, which obligations shall be joint and several with his tenant.

#### PART SEVEN - MAINTENANCE AND REPAIRS AFTER DAMAGE

# Section 23 - Maintenance and Repairs to Unit

- (a) Each Owner shall maintain his Unit (including, without limitation, any heating and air conditioning equipment and appurtenant fixtures located within his Unit) and, subject to the provisions of this Declaration and section 123 of the Act, each Owner shall repair his Unit after damage, all at his own expense.
- (b) Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damages to any and all other Units and to the common elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages the cost of repairing which may be recovered under any policy of insurance held by the Corporation.
- (c) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time after damage occurs, and the Corporation may perform any maintenance that an Owner is obligated to perform and that he does not perform within a reasonable time. In such event, an Owner shall be deemed to have consented to having maintenance and/or repairs done to his Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance and/or repairs, and all such costs shall bear interest at the rate of four (4%) per cent per annum above the prime lending rate charged by the Corporation's Bank to its best risk commercial customers, until paid. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- (d) In addition to the requirements of Section 123 of the Act, which are imposed upon the Corporation when the buildings have been substantially damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any Unit, notice that substantial damage has occurred to the property, along with notice of any meeting requisitioned by the Owners pursuant to Section 123.
- (e) Each Owner shall ensure that sixty (60%) percent of the floor area of each room, entrance and hallway in his residential dwelling Unit (excluding the kitchen, bathroom and foyer areas of every Unit) shall be covered by carpeting or rugs.

# Section 24 - Maintenance and Repairs to Common Elements

(a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the common elements. This duty to maintain and repair shall extend to all doors which provide access to the residential dwelling Units and all windows (except maintenance to the interior

surface thereof, and exterior surfaces which are accessible by any patio, balcony or terrace the responsibility for which shall remain with the affected Unit Owner).

- (b) Each Owner enjoying exclusive use of any patio, balcony or terrace shall be solely responsible for the maintenance and non-structural repair of such area, subject to the overall direction of the board.
- (c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors (including the locks relating thereto) serving his residential dwelling Unit, and for repairs to any part of the common elements caused by his negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his residential dwelling Unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the board in its sole discretion.
- (d) Each Owner enjoying exclusive use of any patio, balcony or terrace the exclusive use of which has been designated to such Unit Owner by the Declaration, shall allow access upon the Corporation's request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or maintain.

## **PART EIGHT - INSURANCE**

## Section 25 - Insurance Maintained by the Corporation

# (a) Property Insurance

The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements made or acquired by the Owners), common elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised by the Corporation's insurance advisors or managing agent.

# (b) Other Insurance

The Corporation shall obtain and maintain insurance against its liability resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset, and insurance against its liability arising from its ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

# (c) General Provisions re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this Declaration and the Easement and Cost Sharing Agreement and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners and any resident, tenant, invitee or licensee of a Unit, and as otherwise required or modified by the Easement and Cost Sharing Agreement and in any event excluding damage arising out of arson and fraud caused by any one of the above;
- (ii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' written notice sent by registered mail to all parties whose interests appear thereon, and to the Corporation, and to any first mortgagee who has charges on more than twenty-five (25%) per cent of the residential dwelling Units:
- (iii) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
- (iv) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner; and
- (v) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act, which provision shall

not be required to be contained in the Corporation's policy referred to in Section 25(b) above.

## Section 26 - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in Section 25(b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on 50% or more of the residential dwelling Units, the board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes) obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the costs of such appraisals shall be a common expense. In this regard, the board can rely on the appraisal obtained pursuant to the Easement and Cost Sharing Agreement with respect to the property covered by such appraisal and provided that no appraisal shall be necessary for the period prior to the turnover meeting required to be held pursuant to the Act, with respect to the initial policy or policies placed by the Declarant.
- (b) Save as set forth herein or save as set forth in the Easement and Cost Sharing Agreement, 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 an Owner to adjust any loss to his Unit, and must do so if provided in the Easement and Cost Sharing Agreement.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote, or to consent to matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also be read without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for any insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee or other insured on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by or for the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

# Section 27 - Indemnity Insurance

The Corporation, no earlier than the date of the turnover meeting held pursuant to Section 43 of the Act, shall (and prior thereto may at its option) obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred as a result of a contravention of Section 37(1) of the Act.

## Section 28 - Insurance Maintained by the Individual Unit Owners

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 shall be obtained, or any other insurance, if deemed necessary or desirable by any Owner, may be obtained and maintained by such Owner:

(a) Insurance on any additions or improvements to his Unit that do not form part of the standard unit for the class of Unit to which the Unit belongs, including but not limited to, furnishings, fixtures, equipment, decorating and personal property, chattels and inventory of the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles and for loss of use and occupancy of his Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and

against the other Owners and any tenants, invitees or licensees of such other Units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.

- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of his Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering additional living expenses incurred by an Owner if forced to leave his Unit by one of the hazards protected against under the Owner's personal property.
- (d) Insurance covering special assessments levied against an Owner's Unit by the Corporation.

## Section 29 - Indemnification by Owners

Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any resident, tenant, invitee or licensee of his Unit, to or with respect to the common elements or to any Unit or any part of the Buildings, except for any loss, costs, damage, injury or liability insured against by the Corporation and for which insurance proceeds are in fact payable. Each Owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of any breach of any Rules or by-laws in force from time to time by any Owner, his family, guests, invitees, tenants, licensees, customers or occupants of his Unit. All payments to be made by any Owner pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner, and are allocated and recoverable as such.

#### PART NINE - DUTIES OF THE CORPORATION

# Section 30 - Duties

The duties of the Corporation shall include but shall not be limited to the following:

- (a) to enter into or assume the Easement and Cost Sharing Agreement and to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act, the Declaration, by-laws or Rules of the Corporation;
- (b) the Corporation shall provide or cause to be provided in accordance with the terms of the Easement and Cost Sharing Agreement all services required to allow the Shared Servicing Systems, the Specific Servicing Easements, the POPS, the Private Road, the Laneway, the Laneway Garage Door, the Common Interior Walkways, the Exterior Landscaped Areas, the Loading Dock, the Shared Service Doors, the Shared Service Corridors, the Storm Tank, the Emergency Generator; the Fire Sprinkler System(s) and the Environmental Measures to operate or be used in accordance with their permitted uses during those times in which the said facilities will operate or ordinarily be used;
- (c) to enter into, assume, abide by and comply with the terms and provisions of all easements, agreements and instruments registered on title to the Lands and any subdivision, condominium, site plan, encroachment, development or similar agreements (as well enter into a formal assumption agreement with the City of Toronto or other governmental authorities relating thereto, if so required by the City of Toronto or other governmental authorities);
- to grant (or assume the obligations of the owner of the Lands if same has been entered into (d) prior to the registration of the Declaration), immediately after the registration of this Declaration, if required, an easement(s) in perpetuity in favour of utility suppliers, telecommunication service providers and/or cable television operators, including without limitation to Rogers Communications Inc., over, under, upon, across and through the Property or any part(s) thereof, for the purposes of facilitating the marketing, promotion, construction, installation, access, operation, maintenance, repair, removal and/or supplementation of utility, telecommunication services or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities, telecommunication services and cable television service to the Units and common elements, and if so requested by the grantees of such easements, to enter into and abide by the terms and provisions of an agreement(s) (or immediately after the registration of this Declaration assume the obligations of the owner of the Lands if such agreement(s) has been entered into prior to the registration of the Declaration) with the utility, telecommunication and/or cable television supplier, including without limitation to Rogers Communications Inc., pertaining to access to the Buildings and Lands and/or pertaining to the provision of their services to the Units and common elements and for such purposes shall enact such by-laws as may be required to sanction the foregoing;

- (e) 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 or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the common elements of this Corporation for its marketing/sale/construction programs in connection with this condominium or the adjacent lands, as more particularly set out in the foregoing provisions of this Declaration;
- (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) if necessary, as determined by the Declarant in its sole, absolute and unfettered discretion to execute the agreements as described in Section 10(b) above, and to abide by and fulfill all the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein, such agreements to be in such form as may be determined by the Declarant in its sole, absolute and unfettered discretion;
- (h) the Corporation shall fully co-operate with the Declarant in order for the Declarant to fulfill its obligations pursuant to the Ontario New Home Warranties Plan Act, the regulations made pursuant thereto and all related directives and requirements, including, without limitation, all Builder Bulletins (collectively the "ONHWP Act"). The Corporation shall comply with all of its obligations pursuant to the ONHWP Act and as required by Tarion, all without delay. The Corporation shall provide the Declarant and its contractors with reasonable access to the Property and the Buildings during regular business hours to complete any repairs mandated by the ONHWP Act and the Corporation shall forthwith and without charge execute and deliver all documentation required pursuant to the ONHWP Act, by Tarion and as required by the Declarant in order to commence, complete and document the processes and documentation required by Tarion and the ONHWP Act;
- (i) to take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration;
- (j) if required by the Declarant, in its sole, absolute and unfettered discretion, to complete the conveyance of Unit(s) from the Declarant in accordance with Sections 14(f) and 15(c) hereinabove and to comply with the terms set out therein;
- (k) to monitor, maintain, repair and replace all Risk Management Measures as set out, described or referred to in the CPU or which have been installed by the Declarant or the Corporation to fulfill the requirements of the CPU;
- (I) with respect to the CPU, the Corporation shall:
  - (i) comply with and perform the obligations, directives, requirements and restrictions set out in the CPU;
  - (ii) forthwith provide the Declarant with copies of all reports, submissions, tests and correspondence issued or between the Corporation and the MOE; and
  - (iii) do such things as are required by the Declarant so that any financial assurance that has been lodged by the Declarant with the MOECC is reduced from time to time and is returned to the Declarant without any deduction therefrom on a timely basis.

The Corporation shall further indemnify and save harmless the Declarant from and against any loss, costs and damage which the Declarant may suffer or incur arising out of:

- (i) the breach by the Corporation of its obligations and agreements in Section 30(k) and Section 30(l); and
- (ii) any act, omission or neglect of the Corporation or any Owner which results in the aforesaid financial assurance being drawn on, expended or retained by the MOECC;
- (m) to comply with any and all additional requirements of the MOECC, the City of Toronto and/or other governmental authorities with respect to the Environmental Matters;
- (n) if required by the Declarant, in its sole, absolute and unfettered discretion, to enter into, assume, abide by and comply with the terms and provisions of the bulk internet agreement entered into between the Declarant and Rogers Communications Inc.;
- (o) if required by the Declarant, in its sole, absolute and unfettered discretion, to enter into, assume, abide by and comply with the terms and provisions of the Water Leakage Detection Agreement;

- (p) if required by the Declarant, in its sole, absolute and unfettered discretion, to enter into, assume, abide by and comply with the terms and provisions of agreement(s) with the City of Toronto or other governmental authority relating to, inter alia, the maintenance and repair of the POPS; and
- (q) to take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

#### **PART TEN - GENERAL MATTERS**

# Section 31 - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or in order to exercise any right, remedy or privilege any one of them may have pursuant to the Easement and Cost Sharing Agreement or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.
- (b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for the purpose of repairing the Unit or the common elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (c) Any supplier of a utility is entitled to enter any Unit and the common elements upon 24 hours notice to any Owner or the Corporation, as the case may be, and without notice in the case of emergency, for the purpose of (i) conducting inspection, maintenance, repair and replacement and other services in relation to the distribution systems for such utility and its related equipment and wiring; (ii) facilitating the usage and operation of such systems; and (iii) installing, maintaining, reading, repairing, replacing and inspecting any metering devices or equipment necessary for the providing or monitoring of utilities to the Unit or other Units or the common elements.
- (d) If any Owner, resident or tenant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in subparagraphs 31(b) and 31(c), the Corporation, or any person authorized by the Corporation, any of their agents or employees, 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.
- (e) The Corporation shall retain a master key to all locks to all Units and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to the Garage or to any part of the common elements of which such Owner, resident or tenant has the exclusive use without all such locks being on the Corporation's master key system.
- (f) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the by-laws.

# Section 32 - Owner's Default

If any Owner of a Unit fails to pay the Corporation any amount (the "Amount") of money required to be paid pursuant to this Declaration that may not be a common expense, the Corporation's by-laws and/or Rules or otherwise when required, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

(a) charge and levy interest against such Owner (hereinafter referred to as the "Defaulting Owner") in respect of such unpaid Amount and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a solicitor-and-his/her-own-client basis, at a rate equal to 24% per annum, calculated monthly, not in advance, with interest on the unpaid Amount commencing to accrue from and after the date which the Amount is due and payable and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation incurred or expended same, and all such

- interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and
- (b) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the Amount (hereinafter referred to as the "Lien") and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default, pursuant to the provisions of The Mortgages Act R.S.O. 1990 as amended and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of Lien, to apply to a court of competent jurisdiction of any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same and Defaulting Owner shall for all purposes be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation or the maintenance and enforcement of the Lien by the Corporation.

## Section 33 - 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.

## Section 34 - Waiver

The failure to take action to enforce any provision contained in the Act, the Declaration, the Easement and Cost Sharing Agreement, the by-laws or the Rules 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 shall same be deemed to abrogate or waive any such provision.

## Section 35 - Notice

Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given as follows:

- (a) Method of giving notice: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner, delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record is not the address of the Unit of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an Owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.
- (b) Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.
- (c) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

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

## Section 36 - Construction of Declaration

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

## Section 37 - Non-Objection

The Corporation acknowledges receipt of notice from the Declarant that the Declarant or a company (or other entity) related, associated or affiliated with the Declarant, or any entity or person with the consent of the Declarant, may apply for re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments with respect to the lands adjacent to or near the Lands and the Corporation, the Corporation's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Corporation to such re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments. The Corporation further acknowledges that the Declarant or a company (or other entity) related, associated or affiliated with the Declarant, or any entity or person with the consent of the Declarant, may make any such application without any further notice to the Corporation or the Corporation's successors and assigns. The Declarant shall have the right to remove any objection(s) made by the Corporation shall reimburse the Declarant for all legal fees, expenses and costs that it incurs as a result of such objection(s).

# Section 38 - Headings

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

<b>DATED</b> this	day of	, 20
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**IN WITNESS WHEREOF** the Declarant has hereunto affixed its corporate seal under the hand of its proper signing officer duly authorized in that behalf.

SENTINEL (SHERBOURNE) LAND CORPORATION, in its capacity as general partner of and on behalf of FRONT AND SHERBOURNE LIMITED PARTNERSHIP

Per:		
Name:		
Title:		

I have authority to bind the Corporation.

#### **SCHEDULE A**

IN THE CITY OF TORONTO, in the Province of Ontario, be composed of:

Part of the Walks and Gardens, part of the Lands Between the Top of the Bank and Waters Edge patented to the City of Toronto and part of Water Lots 8, 9 and 10, Registered Plan 5-A, designated as Parts 1, 2, 3 and 4, Plan 66R-27153.

Being All of PIN 21092-0270 (LT)

Note: The Declarant, at his sole discretion, may enter into agreements or transfers of easements with other land owners or utilities to facilitate the servicing and access to and from these lands.

Note: The Declarant, at his sole discretion, reserves the right to transfer portions of the subject lands which may be required by municipal or regional authorities for road widenings, reserves, turning circle or environmental purposes as well as reserving the right to transfer servient interests or accept transfer of appurtenant interests which may provide for access, turning circle or service to the subject or adjoining lands.

In our opinion, based on the parcel register and the plans and documents recorded therein, the legal description is correct, the described easements exist or will exist in Law upon the registration of the Declaration and the Description and the Declarant is the registered owner of the lands and appurtenant easements.

	Brattys LLP Barristers and Solicitors Duly authorized as agents for
 Dated	Per:

#### **SCHEDULE "B"**

#### TO THE DECLARATION OF SENTINEL (SHERBOURNE) LAND CORPORATION, in its capacity as general partner of and on behalf of FRONT AND SHERBOURNE LIMITED PARTNERSHIP CONSENT

#### (Under clause 7(2)(b) of the Condominium Act, 1998)

- 1. \*\* has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument No. \*\*\* in the Land Registry Office for the Land Titles Division of \*\*\*.
- 2. \*\* consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant the land, as the land and the interests are described in the description.
- 3. \*\* postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
- 4. \*\* is entitled by law to grant this consent and postponement.

DATED this \* day of \*, 20 .

Per: Name: Title:			
Per: Name: Title:			
		_	

I/We have authority to bind the Corporation.

#### **SCHEDULE "C"**

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

Without limiting the generality of the foregoing, the boundaries of each Residential Dwelling Unit, Parking Unit and Storage Locker Unit are as follows:

#### **BOUNDARIES OF THE RESIDENTIAL DWELLING UNITS**

(Being Units 1 to 14, both inclusive, on Level 1, Units 1 to 36, both inclusive, on Level 2, Units 1 to 72, both inclusive, on Levels 3 and 4, Units 1 to 78, both inclusive, on Levels 5 and 6, Units 1 to 76, both inclusive, on Levels 7, 8 and 9, Units 1 to 75, both inclusive, on Level 10, Units 1 to 30, both inclusive, on Level 11, Units 1 to 78, both inclusive on Levels 12, 13 and 14, Units 1 to 66, both inclusive on Levels 15 and 16, Units 1 to 58, both inclusive, on Level 17, Units 1 to 59, both inclusive, on Level 18, Units 1 to 33, both inclusive, on Level 19, Units 1 to 34, both inclusive, on Level 20 and 21, Units 1 to 33, both inclusive, on Levels 22 to 29, both inclusive):

- 1. Each Residential Dwelling Unit shall be bounded vertically by:
  - i) The upper surface and plane of the unfinished concrete floor slab and production.
  - ii) The lower surface and plane of the unfinished concrete ceiling slab and production.
- 2. Each Residential Dwelling Unit shall be bounded horizontally by:
  - i) The backside surface and plane and production of the drywall sheathing on all exterior walls or walls separating the unit from another unit or from the common element.
  - ii) The unfinished unit side surface and plane of the exterior doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.
  - iii) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

#### **BOUNDARIES OF THE PARKING UNITS**

(Being 715 Units on Levels A, 2 to 10, both inclusive):

- 1. Each Parking Unit is bounded vertically by:
  - i) The upper surface and plane of the unfinished concrete garage floor slab and production.
  - ii) The plane 2.00 metres above and parallel to the upper surface and plane of the unfinished concrete garage floor slab measured perpendicularly therefrom.
- 2. Each Parking Unit is bounded horizontally by one or a combinations of:
  - i) The vertical plane established by measurements.
  - ii) The vertical plane established by the line and face of concrete columns and/or the production thereof.
  - iii) The unit side surface and plane of the concrete/concrete block wall and/or the production thereof.
  - iv) The monuments illustrated on Part 1, Sheets 9 to 14, both inclusive of the Description.

#### BOUNDARIES OF THE STORAGE LOCKER UNITS

(Being 765 Units on Levels A, 2 to 10, both inclusive)

- 1. Each Storage Locker Unit shall be bounded vertically by:
  - i) The upper surface and plane of the unfinished concrete floor slab and production.
  - ii) The lower surface and plane of the steel wire mesh and frame and/or its production.
- 2. Each Storage Locker Unit shall be bounded horizontally by:
  - i) The unit side surface and plane of the concrete/concrete block wall

- ii) The unit side surface and plane of the wire mesh and frame walls separating the Unit from another such unit or from common elements.
- iii) The unit side surface and plane of the exterior door in a closed position.

ž ž	description of the monuments and boundaries of the Units and with the diagrams of the Units shown on Part 1, Sheets 1
Dated	R. DenBroeder Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

## BUILDING A, B, C & D

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION T	O % INTEREST IN S COMMON ELEMENT!
1	1	0.0655	0.0655	0.1021	0.1093
2	1	0.0655	0.0655	0.1043	0.1116
3	1	0.0655	0.0655	0.0939	0.1005
4	1	0.0655	0.0655	0.1126	0.1205
5	1	0.0655	0.0655	0.1117	0.1198
6	1	0.0655	0.0655	0.1202	0.1288
7	1	0.0655	0.0655	0.1293	0.1385
8	1	0.0655	0.0655	0.0986	0.1056
9	1	0.0655	0.0655	0.0960	0.1028
10	1	0.0655	0.0655	0.1182	0.1265
11	1	0.0655	0.0655	0.1091	0.1167
12	1	0.0655	0.0655	0.0952	0.1019
13	1	0.0655	0.0655	0.1065	0.1140
14	1	0.0655	0.0655	0.0865	0.0926
	-	010000	0.0000	0.0000	0.0220
1	2	0.0655	0.0655	0.0587	0.0586
2	2	0.0655	0.0655	0.0517	0.0516
3	2	0.0655	0.0655	0.0615	0.0614
4	2	0.0655	0.0655	0.0629	0.0628
5	2	0.0655	0.0655	0.0639	0.0637
6	2	0.0655	0.0655	0.0592	0.0591
7	2	0.0655	0.0655	0.0527	0.0526
8	2	0.0655	0.0655	0.0671	0.0670
9	2	0.0655	0.0655	0.0662	0.0660
10	2	0.0655	0.0655	0.0751	0.0749
11	2	0.0655	0.0655	0.0681	0.0679
12	2	0.0655	0.0655	0.0522	0.0521
13	2	0.0655	0.0655	0.0494	0.0493
14	2	0.0655	0.0655	0.0513	0.0512
15	2	0.0655	0.0655	0.0536	0.0535
16	2	0.0655	0.0655	0.0573	0.0572
17	2	0.0655	0.0655	0.0527	0.0526
18	2	0.0655	0.0655	0.0480	0.0479
19	2	0.0655	0.0655	0.0480	0.0479
20	2	0.0655	0.0655	0.0527	0.0526
21	2	0.0655	0.0655	0.0573	0.0572
22	2	0.0655	0.0655	0.0536	0.0535
23	2	0.0655	0.0655	0.0513	0.0512
24	2	0.0655	0.0655	0.0494	0.0493
25	2	0.0655	0.0655	0.0522	0.0521
26	2	0.0655	0.0655	0.0322	0.0679
27	2	0.0655	0.0655	0.0751	0.0749
		0.0655			
28 29	2 2	0.0655	0.0655 0.0655	0.0662 0.0671	0.0660 0.0670
30	2	0.0655	0.0655	0.0527	0.0526
	2	0.0655	0.0655		0.0526
31	2			0.0592	
32		0.0655	0.0655	0.0639	0.0637
33	2	0.0655	0.0655	0.0629	0.0628
34 35	2	0.0655	0.0655	0.0615	0.0614
35	2	0.0655	0.0655	0.0517	0.0516

#### SCHEDULE 'D'

UNIT NO.	LEVEL <u>NO.</u>	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO <u>EEDY SYSTEM</u>	% CONTRIBUTION TO COMMON EXPENSES O	% INTEREST IN COMMON ELEMENT!
36	2	0.0655	0.0655	0.0587	0.0586
1	3	0.0655	0.0655	0.0732	0.0730
2	3	0.0655	0.0655	0.0732	0.0730
3	3	0.0655	0.0655	0.0634	0.0633
4	3	0.0655	0.0655	0.0592	0.0591
5	3	0.0655	0.0655	0.0541	0.0540
6	3	0.0655	0.0655	0.0559	0.0558
7	3	0.0655	0.0655	0.0648	0.0646
8	3	0.0655	0.0655	0.0476	0.0474
9	3	0.0655	0.0655	0.0499	0.0498
10	3	0.0655	0.0655	0.0629	0.0628
11	3	0.0655	0.0655	0.0625	0.0623
12	3	0.0655	0.0655	0.0737	0.0735
13	3	0.0655	0.0655	0.0420	0.0419
14	3	0.0655	0.0655	0.0564	0.0563
15	3	0.0655	0.0655	0.0606	0.0605
16	3	0.0655	0.0655	0.0611	0.0609
17	3	0.0655	0.0655	0.0611	0.0609
18	3	0.0655	0.0655	0.0564	0.0563
19	3	0.0655	0.0655	0.0420	0.0419
20	3	0.0655	0.0655	0.0741	0.0740
21	3	0.0655	0.0655	0.0601	0.0600
22	3	0.0655	0.0655	0.0648	0.0646
23	3	0.0655	0.0655	0.0499	0.0498
24	3	0.0655	0.0655	0.0476	0.0474
25	3	0.0655	0.0655	0.0648	0.0646
26	3	0.0655	0.0655	0.0559	0.0557
27	3	0.0655	0.0655	0.0541	0.0540
28	3	0.0655	0.0655	0.0592	0.0591
29	3	0.0655	0.0655	0.0634	0.0633
30	3	0.0655	0.0655	0.0732	0.0730
31	3	0.0655	0.0655	0.0727	0.0726
32	3	0.0655	0.0655	0.0517	0.0516
33	3	0.0655	0.0655	0.0466	0.0465
34	3	0.0655	0.0655	0.0420	0.0419
35	3	0.0655	0.0655	0.0457	0.0456
36	3	0.0655	0.0655	0.0517	0.0516
37	3	0.0655	0.0655	0.0517	0.0516
38	3	0.0655	0.0655	0.0615	0.0614
39	3	0.0655	0.0655	0.0629	0.0628
40	3	0.0655	0.0655	0.0639	0.0637
41	3	0.0655	0.0655	0.0592	0.0591
42	3	0.0655	0.0655	0.0527	0.0526
43	3	0.0655	0.0655	0.0671	0.0670
44	3	0.0655	0.0655	0.0662	0.0660
45	3	0.0655	0.0655	0.0751	0.0749
46	3	0.0655	0.0655	0.0681	0.0679
47	3	0.0655	0.0655	0.0522	0.0521
48	3	0.0655	0.0655	0.0494	0.0493
49	3	0.0655	0.0655	0.0513	0.0512
50	3	0.0655	0.0655	0.0536	0.0535
	5	0.0022	3.3022	0.0220	5.5000

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES O	% INTEREST IN
51	3	0.0655	0.0655	0.0573	0.0572
52	3	0.0655	0.0655	0.0527	0.0526
53	3	0.0655	0.0655	0.0480	0.0479
54	3	0.0655	0.0655	0.0587	0.0586
55	3	0.0655	0.0655	0.0587	0.0586
56	3	0.0655	0.0655	0.0480	0.0479
57	3	0.0655	0.0655	0.0527	0.0526
58	3	0.0655	0.0655	0.0573	0.0572
59	3	0.0655	0.0655	0.0536	0.0535
60	3	0.0655	0.0655	0.0513	0.0512
61	3	0.0655	0.0655	0.0494	0.0493
62	3	0.0655	0.0655	0.0522	0.0521
63	3	0.0655	0.0655	0.0681	0.0679
64	3	0.0655	0.0655	0.0751	0.0749
65	3	0.0655	0.0655	0.0662	0.0660
66	3	0.0655	0.0655	0.0671	0.0670
67	3	0.0655	0.0655	0.0527	0.0526
68	3	0.0655	0.0655	0.0592	0.0591
69	3	0.0655	0.0655	0.0639	0.0637
70	3	0.0655	0.0655	0.0629	0.0628
71	3	0.0655	0.0655	0.0615	0.0614
72	3	0.0655	0.0655	0.0517	0.0516
1	4	0.0655	0.0655	0.0732	0.0730
2	4	0.0655	0.0655	0.0732	0.0730
3	4	0.0655	0.0655	0.0634	0.0633
4	4	0.0655	0.0655	0.0592	0.0591
5	4	0.0655	0.0655	0.0541	0.0540
6	4	0.0655	0.0655	0.0559	0.0558
7	4	0.0654	0.0654	0.0648	0.0646
8	4	0.0653	0.0653	0.0476	0.0474
9	4	0.0653	0.0653	0.0499	0.0498
10	4	0.0653	0.0653	0.0629	0.0628
11	4	0.0653	0.0653	0.0625 0.0737	0.0623
12	4 4	0.0653	0.0653 0.0653		0.0735 0.0419
13 14	4	0.0653 0.0653	0.0653	0.0420 0.0564	0.0563
15	4	0.0653	0.0653	0.0606	0.0605
16	4	0.0653	0.0653	0.0611	0.0609
17	4	0.0653	0.0653	0.0611	0.0609
18	4	0.0653	0.0653	0.0564	0.0563
19	4	0.0653	0.0653	0.0420	0.0419
20	4	0.0653	0.0653	0.0741	0.0740
21	4	0.0653	0.0653	0.0601	0.0600
22	4	0.0653	0.0653	0.0648	0.0646
23	4	0.0653	0.0653	0.0499	0.0498
24	4	0.0653	0.0653	0.0476	0.0474
25	4	0.0653	0.0653	0.0648	0.0646
26	4	0.0653	0.0653	0.0559	0.0557
27	4	0.0653	0.0653	0.0541	0.0540
28	4	0.0653	0.0653	0.0592	0.0591
29	4	0.0653	0.0653	0.0634	0.0633

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
30	4	0.0653	0.0653	0.0732	0.0730
31	4	0.0653	0.0653	0.0727	0.0726
32	4	0.0653	0.0653	0.0517	0.0516
33	4	0.0653	0.0653	0.0466	0.0465
34	4	0.0653	0.0653	0.0420	0.0419
35	4	0.0653	0.0653	0.0457	0.0456
36	4	0.0653	0.0653	0.0517	0.0516
37	4	0.0653	0.0653	0.0517	0.0516
38	4	0.0653	0.0653	0.0615	0.0614
39	4	0.0653	0.0653	0.0629	0.0628
40	4	0.0653	0.0653	0.0639	0.0637
41	4	0.0653	0.0653	0.0592	0.0591
42	4	0.0653	0.0653	0.0527	0.0526
43	4	0.0653	0.0653	0.0671	0.0670
44	4	0.0653	0.0653	0.0662	0.0660
45	4	0.0653	0.0653	0.0751	0.0749
46	4	0.0653	0.0653	0.0681	0.0679
47	4	0.0653	0.0653	0.0522	0.0521
48	4	0.0653	0.0653	0.0494	0.0493
49	4	0.0653	0.0653	0.0513	0.0512
50	4	0.0653	0.0653	0.0536	0.0535
51	4	0.0653	0.0653	0.0573	0.0572
52	4	0.0653	0.0653	0.0527	0.0526
53	4	0.0653	0.0653	0.0480	0.0479
54	4	0.0653	0.0653	0.0587	0.0586
55	4	0.0653	0.0653	0.0587	0.0586
56	4	0.0653	0.0653	0.0480	0.0479
57 50	4	0.0653	0.0653	0.0527	0.0526
58	4	0.0653	0.0653	0.0573	0.0572
59	4	0.0653	0.0653	0.0536	0.0535
60	4	0.0653	0.0653	0.0513	0.0512
61	4	0.0653	0.0653	0.0494	0.0493
62 63	4	0.0653 0.0653	0.0653 0.0653	0.0522 0.0681	0.0521 0.0679
64	4	0.0653	0.0653	0.0751	0.0749
65	4	0.0653	0.0653	0.0662	0.0660
66	4	0.0653	0.0653	0.0671	0.0670
67	4	0.0653	0.0653	0.0527	0.0526
68	4	0.0653	0.0653	0.0592	0.0520
69	4	0.0653	0.0653	0.0639	0.0637
70	4	0.0653	0.0653	0.0629	0.0628
71	4	0.0653	0.0653	0.0615	0.0614
72	4	0.0653	0.0653	0.0517	0.0516
, =					
1	5	0.0653	0.0653	0.0732	0.0730
2	5	0.0653	0.0653	0.0732	0.0730
3	5	0.0653	0.0653	0.0634	0.0633
4	5	0.0653	0.0653	0.0615	0.0614
5	5	0.0653	0.0653	0.0541	0.0540
6	5	0.0653	0.0653	0.0559	0.0558
7	5	0.0653	0.0653	0.0648	0.0646
8	5	0.0653	0.0653	0.0476	0.0474
9	5	0.0653	0.0653	0.0499	0.0498

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO <u>EEDY SYSTEM</u>	% CONTRIBUTION TO COMMON EXPENSES O	% INTEREST IN COMMON ELEMENTS
10	5	0.0653	0.0653	0.0629	0.0628
10 11	5 5				0.0628
	5	0.0653	0.0653	0.0634	
12 13	5	0.0653	0.0653	0.0662 0.0480	0.0660 0.0479
	5	0.0653	0.0653		
14		0.0653	0.0653	0.0494	0.0493
15	5	0.0653	0.0653	0.0578	0.0577
16	5	0.0653	0.0653	0.0615	0.0614
17	5	0.0653	0.0653	0.0629	0.0628
18	5	0.0653	0.0653	0.0639	0.0637
19	5	0.0653	0.0653	0.0592	0.0591
20	5	0.0653	0.0653	0.0527	0.0526
21	5	0.0653	0.0653	0.0671	0.0670
22	5	0.0653	0.0653	0.0662	0.0660
23	5	0.0653	0.0653	0.0751	0.0749
24	5	0.0653	0.0653	0.0681	0.0679
25	5	0.0653	0.0653	0.0522	0.0521
26	5	0.0653	0.0653	0.0494	0.0493
27	5	0.0653	0.0653	0.0513	0.0512
28	5	0.0653	0.0653	0.0536	0.0535
29	5	0.0653	0.0653	0.0573	0.0572
30	5	0.0653	0.0653	0.0527	0.0526
31	5	0.0653	0.0653	0.0480	0.0479
32	5	0.0653	0.0653	0.0536	0.0535
33	5	0.0653	0.0653	0.0555	0.0553
34	5	0.0653	0.0653	0.0541	0.0540
35	5	0.0653	0.0653	0.0569	0.0567
36	5	0.0653	0.0653	0.0606	0.0605
37	5	0.0653	0.0653	0.0611	0.0609
38	5	0.0653	0.0653	0.0611	0.0609
39	5	0.0653	0.0653	0.0569	0.0567
40	5	0.0653	0.0653	0.0541	0.0540
41	5	0.0653	0.0653	0.0555	0.0553
42	5	0.0653	0.0653	0.0536	0.0535
43	5	0.0653	0.0653	0.0480	0.0479
44	5	0.0653	0.0653	0.0527	0.0526
45	5	0.0653	0.0653	0.0573	0.0572
46	5	0.0653	0.0653	0.0536	0.0535
47	5	0.0653	0.0653	0.0513	0.0512
48	5	0.0653	0.0653	0.0494	0.0493
49	5	0.0653	0.0653	0.0522	0.0521
50	5	0.0653	0.0653	0.0681	0.0679
51	5	0.0653	0.0653	0.0751	0.0749
52	5	0.0653	0.0653	0.0662	0.0660
53	5	0.0653	0.0653	0.0671	0.0670
54	5	0.0653	0.0653	0.0527	0.0526
55	5	0.0653	0.0653	0.0592	0.0591
56	5	0.0653	0.0653	0.0639	0.0637
57	5	0.0653	0.0653	0.0629	0.0628
58	5	0.0653	0.0653	0.0615	0.0614
59	5	0.0653	0.0653	0.0578	0.0577
60	5	0.0653	0.0653	0.0494	0.0493
61	5	0.0653	0.0653	0.0485	0.0484
62	5	0.0653	0.0653	0.0657	0.0656

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES O	% INTEREST IN
63	5	0.0653	0.0653	0.0615	0.0614
64	5	0.0653	0.0653	0.0648	0.0646
65	5	0.0653	0.0653	0.0499	0.0498
66	5	0.0653	0.0653	0.0476	0.0474
67	5	0.0653	0.0653	0.0648	0.0646
68	5	0.0653	0.0653	0.0559	0.0557
69	5	0.0653	0.0653	0.0541	0.0540
70	5	0.0653	0.0653	0.0615	0.0614
71	5	0.0653	0.0653	0.0634	0.0633
72	5	0.0653	0.0653	0.0732	0.0730
73	5	0.0653	0.0653	0.0727	0.0726
74	5	0.0653	0.0653	0.0517	0.0516
75	5	0.0653	0.0653	0.0466	0.0465
76	5	0.0653	0.0653	0.0420	0.0419
77	5	0.0653	0.0653	0.0457	0.0456
78	5	0.0653	0.0653	0.0517	0.0516
1	6	0.0653	0.0653	0.0732	0.0730
2	6	0.0653	0.0653	0.0732	0.0730
3	6	0.0653	0.0653	0.0634	0.0633
4	6	0.0653	0.0653	0.0615	0.0614
5	6	0.0653	0.0653	0.0541	0.0540
6	6	0.0653	0.0653	0.0559	0.0558
7	6	0.0653	0.0653	0.0648	0.0646
8	6	0.0653	0.0653	0.0476	0.0474
9	6	0.0653	0.0653	0.0499	0.0498
10	6	0.0653	0.0653	0.0629	0.0628
11	6	0.0653	0.0653	0.0634	0.0633
12	6	0.0653	0.0653	0.0662	0.0660
13	6	0.0653	0.0653	0.0480	0.0479
14	6	0.0653	0.0653	0.0494	0.0493
15	6	0.0653	0.0653	0.0578	0.0577
16 17	6	0.0653	0.0653	0.0615	0.0614
17 18	6 6	0.0653 0.0653	0.0653 0.0653	0.0629 0.0639	0.0628 0.0637
19	6	0.0653	0.0653	0.0592	0.0591
20	6	0.0653	0.0653	0.0527	0.0526
21	6	0.0653	0.0653	0.0671	0.0670
22	6	0.0653	0.0653	0.0662	0.0660
23	6	0.0653	0.0653	0.0751	0.0749
24	6	0.0653	0.0653	0.0681	0.0679
25	6	0.0653	0.0653	0.0522	0.0521
26	6	0.0653	0.0653	0.0494	0.0493
27	6	0.0653	0.0653	0.0513	0.0512
28	6	0.0653	0.0653	0.0536	0.0535
29	6	0.0653	0.0653	0.0573	0.0572
30	6	0.0653	0.0653	0.0527	0.0526
31	6	0.0653	0.0653	0.0480	0.0479
32	6	0.0653	0.0653	0.0536	0.0535
33	6	0.0653	0.0653	0.0555	0.0553
34	6	0.0653	0.0653	0.0541	0.0540
35	6	0.0653	0.0653	0.0569	0.0567
36	6	0.0653	0.0653	0.0606	0.0605

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES O	% INTEREST IN COMMON ELEMENTS
27		0.0652	0.0652	0.0611	0.000
37	6	0.0653	0.0653	0.0611	0.0609
38	6	0.0653	0.0653	0.0611	0.0609
39	6	0.0653	0.0653	0.0569	0.0567
40	6	0.0653	0.0653	0.0541	0.0540
41	6	0.0653	0.0653	0.0555	0.0553
42	6	0.0653	0.0653	0.0536	0.0535
43	6	0.0653	0.0653	0.0480	0.0479
44	6	0.0653	0.0653	0.0527	0.0526
45	6	0.0653	0.0653	0.0573	0.0572
46	6	0.0653	0.0653	0.0536	0.0535
47	6	0.0653	0.0653	0.0513	0.0512
48	6	0.0653	0.0653	0.0494	0.0493
49	6	0.0653	0.0653	0.0522	0.0521
50	6	0.0653	0.0653	0.0681	0.0679
51	6	0.0653	0.0653	0.0751	0.0749
52	6	0.0653	0.0653	0.0662	0.0660
53	6	0.0653	0.0653	0.0671	0.0670
54	6	0.0653	0.0653	0.0527	0.0526
55	6	0.0653	0.0653	0.0592	0.0591
56	6	0.0653	0.0653	0.0639	0.0637
57	6	0.0653	0.0653	0.0629	0.0628
58	6	0.0653	0.0653	0.0615	0.0614
59	6	0.0653	0.0653	0.0578	0.0577
60	6	0.0653	0.0653	0.0494	0.0493
61	6	0.0653	0.0653	0.0485	0.0484
62	6	0.0653	0.0653	0.0657	0.0656
63	6	0.0653	0.0653	0.0615	0.0614
64	6	0.0653	0.0653	0.0648	0.0646
65	6	0.0653	0.0653	0.0499	0.0498
66	6	0.0653	0.0653	0.0476	0.0474
67	6	0.0653	0.0653	0.0648	0.0646
68	6	0.0653	0.0653	0.0559	0.0557
69	6	0.0653	0.0653	0.0541	0.0540
70	6	0.0653	0.0653	0.0615	0.0614
71	6	0.0653	0.0653	0.0634	0.0633
72	6	0.0653	0.0653	0.0732	0.0730
73	6	0.0653	0.0653	0.0727	0.0726
74	6	0.0653	0.0653	0.0517	0.0516
75	6	0.0653	0.0653	0.0466	0.0465
76	6	0.0653	0.0653	0.0420	0.0419
77	6	0.0653	0.0653	0.0457	0.0456
78	6	0.0653	0.0653	0.0517	0.0516
1	7	0.0653	0.0653	0.0732	0.0730
2	7	0.0653	0.0653	0.0732	0.0730
3	7	0.0653	0.0653	0.0634	0.0633
4	7	0.0653	0.0653	0.0615	0.0614
5	7	0.0653	0.0653	0.0541	0.0540
6	7	0.0653	0.0653	0.0559	0.0558
7	7	0.0653	0.0653	0.0648	0.0646
8	7	0.0653	0.0653	0.0476	0.0474
9	7	0.0653	0.0653	0.0499	0.0498
10	7	0.0653	0.0653	0.0629	0.0628

#### SCHEDULE 'D'

UNIT NO.	LEVEL _NO	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
11	7	0.0653	0.0653	0.0634	0.0633
12	7	0.0653	0.0653	0.0662	0.0660
13	7	0.0653	0.0653	0.0480	0.0479
14	7	0.0653	0.0653	0.0494	0.0493
15	7	0.0653	0.0653	0.0578	0.0577
16	7	0.0653	0.0653	0.0615	0.0614
17	7	0.0653	0.0653	0.0629	0.0628
18	7	0.0653	0.0653	0.0639	0.0637
19	7	0.0653	0.0653	0.0592	0.0591
20	7	0.0653	0.0653	0.0527	0.0526
21	7	0.0653	0.0653	0.0671	0.0670
22	7	0.0653	0.0653	0.0662	0.0660
23	7	0.0653	0.0653	0.0751	0.0749
24	7	0.0653	0.0653	0.0681	0.0679
25	7	0.0653	0.0653	0.0522	0.0521
26	7	0.0653	0.0653	0.0494	0.0493
27	7	0.0653	0.0653	0.0513	0.0512
28	7	0.0653	0.0653	0.0536	0.0535
29	7	0.0653	0.0653	0.0573	0.0572
30	7	0.0653	0.0653	0.0527	0.0526
31	7	0.0653	0.0653	0.0480	0.0479
32	7	0.0653	0.0653	0.0536	0.0535
33	7	0.0653	0.0653	0.0555	0.0553
34	7	0.0653	0.0653	0.0541	0.0540
35	7	0.0653	0.0653	0.0569	0.0567
36	7	0.0653	0.0653	0.0606	0.0605
37	7	0.0653	0.0653	0.0611	0.0609
38	7	0.0653	0.0653	0.0611	0.0609
39	7 7	0.0653	0.0653 0.0653	0.0569	0.0567
40	7	0.0653		0.0541	0.0540
41	7	0.0653 0.0653	0.0653 0.0653	0.0555 0.0536	0.0553 0.0535
42 43	7	0.0653	0.0653	0.0330	0.0333
44	7	0.0653	0.0653	0.0480	0.0526
45	7	0.0653	0.0653	0.0573	0.0572
46	7	0.0653	0.0653	0.0536	0.0535
47	7	0.0653	0.0653	0.0513	0.0512
48	7	0.0653	0.0653	0.0704	0.0702
49	7	0.0653	0.0653	0.0844	0.0842
50	7	0.0653	0.0653	0.0891	0.0953
51	7	0.0653	0.0653	0.0695	0.0693
52	7	0.0653	0.0653	0.0527	0.0526
53	7	0.0653	0.0653	0.0592	0.0591
54	7	0.0653	0.0653	0.0639	0.0637
55	7	0.0653	0.0653	0.0629	0.0628
56	7	0.0653	0.0653	0.0615	0.0614
57	7	0.0653	0.0653	0.0578	0.0577
58	7	0.0653	0.0653	0.0494	0.0493
59	7	0.0653	0.0653	0.0485	0.0484
60	7	0.0653	0.0653	0.0657	0.0656
61	7	0.0653	0.0653	0.0615	0.0614
62	7	0.0653	0.0653	0.0648	0.0646
63	7	0.0653	0.0653	0.0499	0.0498

#### SCHEDULE 'D'

UNIT NO.	LEVEL _NO	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
64	7	0.0653	0.0653	0.0476	0.0474
65	7	0.0653	0.0653	0.0648	0.0646
66	7	0.0653	0.0653	0.0559	0.0557
67	7	0.0653	0.0653	0.0541	0.0540
68	7	0.0653	0.0653	0.0615	0.0614
69	7	0.0653	0.0653	0.0634	0.0633
70	7	0.0653	0.0653	0.0732	0.0730
71	7	0.0653	0.0653	0.0727	0.0726
72	7	0.0653	0.0653	0.0517	0.0516
73	7	0.0653	0.0653	0.0466	0.0465
74	7	0.0653	0.0653	0.0420	0.0419
75	7	0.0653	0.0653	0.0457	0.0456
76	7	0.0653	0.0653	0.0517	0.0516
1	8	0.0653	0.0653	0.0732	0.0730
2	8	0.0653	0.0653	0.0732	0.0730
3	8	0.0653	0.0653	0.0634	0.0633
4	8	0.0653	0.0653	0.0615	0.0614
5	8	0.0653	0.0653	0.0541	0.0540
6	8	0.0653	0.0653	0.0559	0.0558
7	8	0.0653	0.0653	0.0648	0.0646
8	8	0.0653	0.0653	0.0476	0.0474
9	8	0.0653	0.0653	0.0499	0.0498
10	8	0.0653	0.0653	0.0629	0.0628
11	8	0.0653	0.0653	0.0634	0.0633
12	8	0.0653	0.0653	0.0662	0.0660
13	8	0.0653	0.0653	0.0480	0.0479
14	8	0.0653	0.0653	0.0494	0.0493
15	8	0.0653	0.0653	0.0578	0.0577
16	8	0.0653	0.0653	0.0615	0.0614
17	8	0.0653	0.0653	0.0629	0.0628
18	8	0.0653	0.0653	0.0639	0.0637
19	8	0.0653	0.0653	0.0592	0.0591
20	8	0.0653	0.0653	0.0527	0.0526
21	8	0.0653	0.0653	0.0671	0.0670
22	8	0.0653	0.0653	0.0662	0.0660
23	8	0.0653	0.0653	0.0751	0.0749
24	8	0.0653	0.0653	0.0681	0.0679
25	8	0.0653	0.0653	0.0522	0.0521
26 27	8 8	0.0653	0.0653	0.0494 0.0513	0.0493 0.0512
28	8	0.0653 0.0653	0.0653 0.0653		0.0512
28 29	8	0.0653	0.0653	0.0536 0.0573	0.0533
30	8	0.0653	0.0653	0.0527	0.0526
31	8	0.0653	0.0653	0.0327	0.0320
32	8	0.0653	0.0653	0.0480	0.0479
33	8	0.0653	0.0653	0.0555	0.0553
33 34	8	0.0653	0.0653	0.0533	0.0533
34 35	8	0.0653	0.0653	0.0569	0.0540
36	8	0.0653	0.0653	0.0606	0.0605
37	8	0.0653	0.0653	0.0611	0.0609
38	8	0.0653	0.0653	0.0611	0.0609
39	8	0.0653	0.0653	0.0569	0.0567

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES (	% INTEREST IN COMMON ELEMENTS
40	0	0.0652	0.0652	0.0541	0.0540
40	8 8	0.0653	0.0653	0.0541	0.0540
41		0.0653	0.0653	0.0555	0.0553
42	8	0.0653	0.0653	0.0536	0.0535
43	8	0.0653	0.0653	0.0480	0.0479
44	8	0.0653	0.0653	0.0527	0.0526
45	8	0.0653	0.0653	0.0573	0.0572
46	8	0.0653	0.0653	0.0536	0.0535
47	8	0.0653	0.0653	0.0513	0.0512
48	8	0.0653	0.0653	0.0704	0.0702
49	8	0.0653	0.0653	0.0844	0.0842
50	8	0.0653	0.0653	0.0891	0.0953
51	8	0.0653	0.0653	0.0695	0.0693
52	8	0.0653	0.0653	0.0527	0.0526
53	8	0.0653	0.0653	0.0592	0.0591
54	8	0.0653	0.0653	0.0597	0.0595
55	8	0.0653	0.0653	0.0592	0.0591
56	8	0.0653	0.0653	0.0573	0.0572
57	8	0.0653	0.0653	0.0536	0.0535
58	8	0.0653	0.0653	0.0494	0.0493
59	8	0.0653	0.0653	0.0485	0.0484
60	8	0.0653	0.0653	0.0657	0.0656
61	8	0.0653	0.0653	0.0615	0.0614
62	8	0.0653	0.0653	0.0648	0.0646
63	8	0.0653	0.0653	0.0499	0.0498
64	8	0.0653	0.0653	0.0476	0.0474
65	8	0.0653	0.0653	0.0648	0.0646
66	8	0.0653	0.0653	0.0559	0.0557
67	8	0.0653	0.0653	0.0541	0.0540
68	8	0.0653	0.0653	0.0615	0.0614
69	8	0.0653	0.0653	0.0634	0.0633
70	8	0.0653	0.0653	0.0732	0.0730
71	8	0.0653	0.0653	0.0727	0.0726
72	8	0.0653	0.0653	0.0517	0.0516
73	8	0.0653	0.0653	0.0466	0.0465
74	8	0.0653	0.0653	0.0420	0.0419
75	8	0.0653	0.0653	0.0457	0.0456
76	8	0.0653	0.0653	0.0517	0.0516
1	9	0.0653	0.0653	0.0620	0.0619
2	9	0.0653	0.0653	0.0485	0.0484
3	9	0.0653	0.0653	0.0545	0.0544
4	9	0.0653	0.0653	0.0504	0.0502
5	9	0.0653	0.0653	0.0452	0.0451
6	9	0.0653	0.0653	0.0469	0.0468
7	9	0.0653	0.0653	0.0550	0.0549
8	9	0.0653	0.0653	0.0476	0.0474
9	9	0.0653	0.0653	0.0499	0.0498
10	9	0.0653	0.0653	0.0629	0.0628
11	9	0.0653	0.0653	0.0634	0.0633
12	9	0.0653	0.0653	0.0662	0.0660
13	9	0.0653	0.0653	0.0480	0.0479
14	9	0.0653	0.0653	0.0494	0.0493

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES (	% INTEREST IN COMMON ELEMENTS
15	9	0.0653	0.0653	0.0578	0.0577
16	9	0.0653	0.0653	0.0615	0.0614
17	9	0.0653	0.0653	0.0629	0.0628
18	9	0.0653	0.0653	0.0639	0.0637
19	9	0.0653	0.0653	0.0592	0.0591
20	9	0.0653	0.0653	0.0527	0.0526
21	9	0.0653	0.0653	0.0671	0.0670
22	9	0.0653	0.0653	0.0662	0.0660
23	9	0.0653	0.0653	0.0751	0.0749
24	9	0.0653	0.0653	0.0681	0.0679
25	9	0.0653	0.0653	0.0522	0.0521
26	9	0.0653	0.0653	0.0494	0.0493
27	9	0.0653	0.0653	0.0513	0.0512
28	9	0.0653	0.0653	0.0536	0.0535
29	9	0.0653	0.0653	0.0573	0.0572
30	9	0.0653	0.0653	0.0527	0.0526
31	9	0.0653	0.0653	0.0480	0.0479
32	9	0.0653	0.0653	0.0536	0.0535
33	9	0.0653	0.0653	0.0555	0.0553
34	9	0.0653	0.0653	0.0541	0.0540
35	9	0.0653	0.0653	0.0569	0.0567
36	9	0.0653	0.0653	0.0606	0.0605
37	9	0.0653	0.0653	0.0611	0.0609
38	9	0.0653	0.0653	0.0611	0.0609
39	9	0.0653	0.0653	0.0569	0.0567
40	9	0.0653	0.0653	0.0541	0.0540
41	9	0.0653	0.0653	0.0555	0.0553
42	9	0.0653	0.0653	0.0536	0.0535
43	9	0.0653	0.0653	0.0480	0.0479
44	9	0.0653	0.0653	0.0527	0.0526
45	9	0.0653	0.0653	0.0573	0.0572
46	9	0.0653	0.0653	0.0536	0.0535
47	9	0.0653	0.0653	0.0513	0.0512
48	9	0.0653	0.0653	0.0704	0.0702
49	9	0.0653	0.0653	0.0844	0.0842
50	9	0.0653	0.0653	0.0891	0.0953
51	9	0.0653	0.0653	0.0695	0.0693
52	9	0.0653	0.0653	0.0527	0.0526
53	9	0.0653	0.0653	0.0592	0.0591
54	9	0.0653	0.0653	0.0597	0.0595
55	9	0.0653	0.0653	0.0592	0.0591
56	9	0.0653	0.0653	0.0573	0.0572
57	9	0.0653	0.0653	0.0536	0.0535
58	9	0.0653	0.0653	0.0494	0.0493
59	9	0.0653	0.0653	0.0485	0.0484
60	9	0.0653	0.0653	0.0657	0.0656
61	9	0.0653	0.0653	0.0615	0.0614
62	9	0.0653	0.0653	0.0648	0.0646
63	9	0.0653	0.0653	0.0499	0.0498
64	9	0.0653	0.0653	0.0476	0.0474
65	9	0.0653	0.0653	0.0648	0.0646
66	9	0.0653	0.0653	0.0559	0.0557
67	9	0.0653	0.0653	0.0541	0.0540
٠,	,	0.0055	0.0055	0.03 11	0.0010

#### SCHEDULE 'D'

UNIT NO.	LEVEL <u>NO.</u>	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES (	% INTEREST IN COMMON ELEMENTS
68	9	0.0653	0.0653	0.0592	0.0591
69	9	0.0653	0.0653	0.0634	0.0633
70	9	0.0653	0.0653	0.0732	0.0730
71	9	0.0653	0.0653	0.0727	0.0726
72	9	0.0653	0.0653	0.0517	0.0516
73	9	0.0653	0.0653	0.0466	0.0465
74	9	0.0653	0.0653	0.0420	0.0419
75	9	0.0653	0.0653	0.0457	0.0456
76	9	0.0653	0.0653	0.0466	0.0465
1	10	0.0653	0.0653	0.0741	0.0740
2	10	0.0653	0.0653	0.0858	0.0856
3	10	0.0653	0.0653	0.0462	0.0460
4	10	0.0653	0.0653	0.0410	0.0409
5	10	0.0653	0.0653	0.0431	0.0430
6	10	0.0653	0.0653	0.0508	0.0507
7	10	0.0653	0.0653	0.0476	0.0474
8	10	0.0653	0.0653	0.0499	0.0498
9	10	0.0653	0.0653	0.0592	0.0591
10	10	0.0653	0.0653	0.0597	0.0595
11	10	0.0653	0.0653	0.0662	0.0660
12	10	0.0653	0.0653	0.0480	0.0479
13	10	0.0653	0.0653	0.0494	0.0493
14	10	0.0653	0.0653	0.0578	0.0577
15	10	0.0653	0.0653	0.0615	0.0614
16	10	0.0653	0.0653	0.0629	0.0628
17	10	0.0653	0.0653	0.0639	0.0637
18	10	0.0653	0.0653	0.0592	0.0591
19	10	0.0653	0.0653	0.0527	0.0526
20	10	0.0653	0.0653	0.0671	0.0670
21	10	0.0653	0.0653	0.0662	0.0660
22	10	0.0653	0.0653	0.0751	0.0749
23	10	0.0653	0.0653	0.0681	0.0679
24	10	0.0653	0.0653	0.0522	0.0521
25	10	0.0653	0.0653	0.0494	0.0493
26	10	0.0653	0.0653	0.0513	0.0512
27	10	0.0653	0.0653	0.0536	0.0535
28	10	0.0653	0.0653	0.0573	0.0572
29	10	0.0653	0.0653	0.0527	0.0526
30	10	0.0653	0.0653	0.0480	0.0320
31	10	0.0653	0.0653	0.0536	0.0535
32	10	0.0653	0.0653	0.0555	0.0553
33	10	0.0653	0.0653	0.0541	0.0540
33 34	10	0.0653	0.0653	0.0569	0.0540
35 36	10 10	0.0653	0.0653	0.0606 0.0611	0.0605 0.0609
36 37		0.0653	0.0653		
37	10	0.0653	0.0653	0.0611	0.0609
38 39	10 10	0.0653	0.0653	0.0569	0.0567
		0.0653	0.0653	0.0541	0.0540
40	10	0.0653	0.0653	0.0555	0.0553
41	10	0.0653	0.0653	0.0536	0.0535
42	10	0.0653	0.0653	0.0480	0.0479

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES O	% INTEREST IN COMMON ELEMENT!
43	10	0.0653	0.0653	0.0527	0.0526
44	10	0.0653	0.0653	0.0573	0.0572
45	10	0.0653	0.0653	0.0536	0.0535
46	10	0.0653	0.0653	0.0513	0.0512
47	10	0.0653	0.0653	0.0704	0.0702
48	10	0.0653	0.0653	0.0844	0.0842
49	10	0.0653	0.0653	0.0891	0.0953
50	10	0.0653	0.0653	0.0695	0.0693
51	10	0.0653	0.0653	0.0527	0.0526
52	10	0.0653	0.0653	0.0592	0.0591
53	10	0.0653	0.0653	0.0597	0.0595
54	10	0.0653	0.0653	0.0592	0.0591
55	10	0.0653	0.0653	0.0573	0.0572
56	10	0.0653	0.0653	0.0536	0.0535
57	10	0.0653	0.0653	0.0494	0.0493
58	10	0.0653	0.0653	0.0485	0.0484
59	10	0.0653	0.0653	0.0657	0.0656
60	10	0.0653	0.0653	0.0615	0.0614
61	10	0.0653	0.0653	0.0648	0.0646
62	10	0.0653	0.0653	0.0499	0.0498
63	10	0.0653	0.0653	0.0476	0.0474
64	10	0.0653	0.0653	0.0648	0.0646
65	10	0.0653	0.0653	0.0559	0.0557
66	10	0.0653	0.0653	0.0541	0.0540
67	10	0.0653	0.0653	0.0592	0.0591
68	10	0.0653	0.0653	0.0634	0.0633
69 <b>5</b> 0	10	0.0653	0.0653	0.0732	0.0730
70	10	0.0653	0.0653	0.0727	0.0726
71	10	0.0653	0.0653	0.0517	0.0516
72	10	0.0653	0.0653	0.0466	0.0465
73	10	0.0653	0.0653	0.0420	0.0419
74 75	10 10	0.0653	0.0653	0.0420	0.0419
75	10	0.0653	0.0653	0.0424	0.0423
1	11	0.0653	0.0653	0.0499	0.0498
2	11	0.0653	0.0653	0.0494	0.0493
3	11	0.0653	0.0653	0.0536	0.0535
4	11	0.0653	0.0653	0.0573	0.0572
5	11	0.0653	0.0653	0.0592	0.0591
6	11	0.0653	0.0653	0.0709	0.0707
7	11	0.0653	0.0653	0.0928	0.0926
8	11	0.0653	0.0653	0.0918	0.0916
9	11	0.0653	0.0653	0.0690	0.0688
10	11	0.0653	0.0653	0.0527	0.0526
11	11	0.0653	0.0653	0.0480	0.0479
12	11	0.0653	0.0653	0.0536	0.0535
13	11	0.0653	0.0653	0.0555	0.0553
14	11	0.0653	0.0653	0.0559	0.0558
15	11	0.0653	0.0653	0.0541	0.0540
16	11	0.0653	0.0653	0.0555	0.0553
17	11	0.0653	0.0653	0.0536	0.0535
18	11	0.0653	0.0653	0.0480	0.0479
19	11	0.0653	0.0653	0.0527	0.0526

#### SCHEDULE 'D'

UNIT NO.	LEVEL _ NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
20	11	0.0653	0.0653	0.0573	0.0572
21	11	0.0653	0.0653	0.0648	0.0646
22	11	0.0653	0.0653	0.0839	0.0837
23	11	0.0653	0.0653	0.0956	0.1023
24	11	0.0653	0.0653	0.0704	0.0702
25	11	0.0653	0.0653	0.0597	0.0595
26	11	0.0653	0.0653	0.0592	0.0591
27	11	0.0653	0.0653	0.0573	0.0572
28	11	0.0653	0.0653	0.0536	0.0535
29	11	0.0653	0.0653	0.0494	0.0493
30	11	0.0653	0.0653	0.0485	0.0484
1	12	0.0653	0.0653	0.0788	0.0786
2	12	0.0653	0.0653	0.0657	0.0656
3	12	0.0653	0.0653	0.0573	0.0572
4	12	0.0653	0.0653	0.0531	0.0530
5	12	0.0653	0.0653	0.0467	0.0466
6	12	0.0653	0.0653	0.0457	0.0456
7	12	0.0653	0.0653	0.0583	0.0581
8	12	0.0653	0.0653	0.0504	0.0502
9	12	0.0653	0.0653	0.0531	0.0530
10	12	0.0653	0.0653	0.0620	0.0619
11	12	0.0653	0.0653	0.0629	0.0628
12	12	0.0653	0.0653	0.0643	0.0642
13	12	0.0653	0.0653	0.0513	0.0512
14	12	0.0653	0.0653	0.0527	0.0526
15	12	0.0653	0.0653	0.0536	0.0535
16	12	0.0653	0.0653	0.0573	0.0572
17	12	0.0653	0.0653	0.0592	0.0591
18	12	0.0653	0.0653	0.0704	0.0702
19	12	0.0653	0.0653	0.1091	0.1167
20	12	0.0653	0.0653	0.0891	0.0953
21	12	0.0653	0.0653	0.0676	0.0674
22	12	0.0653	0.0653	0.0531	0.0530
23	12	0.0653	0.0653	0.0480	0.0479
24	12	0.0653	0.0653	0.0527	0.0526
25	12	0.0653	0.0653	0.0527	0.0526
26	12	0.0653	0.0653	0.0513	0.0512
27	12	0.0653	0.0653	0.0527	0.0526
28	12	0.0653	0.0653	0.0508	0.0507
29	12	0.0653	0.0653	0.0578	0.0577
30	12	0.0653	0.0653	0.0531	0.0530
31	12	0.0653	0.0653	0.0531	0.0530
32	12	0.0653	0.0653	0.0578	0.0577
33	12	0.0653	0.0653	0.0504	0.0502
34	12	0.0653	0.0653	0.0620	0.0619
35	12	0.0653	0.0653	0.0476	0.0474
36	12	0.0653	0.0653	0.0681	0.0679
37	12	0.0653	0.0653	0.0681	0.0679
38	12	0.0653	0.0653	0.0550	0.0549
39	12	0.0653	0.0653	0.0434	0.0433
40	12	0.0653	0.0653	0.0504	0.0502
41	12	0.0653	0.0653	0.0578	0.0577

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES (	% INTEREST IN COMMON ELEMENTS
42	12	0.0653	0.0653	0.0531	0.0530
43	12	0.0653	0.0653	0.0531	0.0530
44	12	0.0653	0.0653	0.0578	0.0577
45	12	0.0653	0.0653	0.0508	0.0507
46	12	0.0653	0.0653	0.0531	0.0530
47	12	0.0653	0.0653	0.0513	0.0512
48	12	0.0653	0.0653	0.0527	0.0526
49	12	0.0653	0.0653	0.0536	0.0535
50	12	0.0653	0.0653	0.0480	0.0479
51	12	0.0653	0.0653	0.0527	0.0526
52	12	0.0653	0.0653	0.0573	0.0572
53	12	0.0653	0.0653	0.0648	0.0646
54	12	0.0653	0.0653	0.0839	0.0837
55	12	0.0653	0.0653	0.0956	0.1023
56	12	0.0653	0.0653	0.0704	0.0702
57 <b>5</b> 2	12	0.0653	0.0653	0.0597	0.0595
58	12	0.0653	0.0653	0.0592	0.0591
59	12	0.0653	0.0653	0.0573	0.0572
60	12	0.0653	0.0653	0.0536	0.0535
61	12 12	0.0653	0.0653	0.0527	0.0526
62	12	0.0653	0.0653 0.0653	0.0513 0.0648	0.0512 0.0646
63	12	0.0653			
64	12	0.0653 0.0653	0.0653	0.0611	0.0609
65 66	12	0.0653	0.0653 0.0653	0.0634 0.0531	0.0633 0.0530
67	12	0.0653	0.0653	0.0504	0.0502
68	12	0.0653	0.0653	0.0541	0.0540
69	12	0.0653	0.0653	0.0443	0.0442
70	12	0.0653	0.0653	0.0443	0.0423
71	12	0.0653	0.0653	0.0424	0.0488
72	12	0.0653	0.0653	0.0615	0.0433
73	12	0.0653	0.0653	0.0415	0.0414
74	12	0.0653	0.0653	0.0443	0.0442
75	12	0.0653	0.0653	0.0429	0.0428
76	12	0.0653	0.0653	0.0424	0.0423
77	12	0.0653	0.0653	0.0429	0.0428
78	12	0.0653	0.0653	0.0429	0.0428
, 0		010022	0.0000	0.0.29	0.0.20
1	13	0.0653	0.0653	0.0788	0.0786
2	13	0.0653	0.0653	0.0657	0.0656
3	13	0.0653	0.0653	0.0573	0.0572
4	13	0.0653	0.0653	0.0531	0.0530
5	13	0.0653	0.0653	0.0467	0.0466
6	13	0.0653	0.0653	0.0457	0.0456
7	13	0.0653	0.0653	0.0583	0.0581
8	13	0.0653	0.0653	0.0504	0.0502
9	13	0.0653	0.0653	0.0531	0.0530
10	13	0.0653	0.0653	0.0620	0.0619
11	13	0.0653	0.0653	0.0629	0.0628
12	13	0.0653	0.0653	0.0648	0.0646
13	13	0.0653	0.0653	0.0513	0.0512
14	13	0.0653	0.0653	0.0527	0.0526
15	13	0.0653	0.0653	0.0480	0.0479

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES (	% INTEREST IN COMMON ELEMENTS
1.0	12	0.0652	0.0652	0.0525	0.0526
16	13	0.0653	0.0653	0.0527	0.0526
17	13	0.0653	0.0653	0.0541	0.0540
18	13	0.0653	0.0653	0.0681	0.0679
19	13	0.0653	0.0653	0.1017	0.1088
20	13	0.0653	0.0653	0.0891	0.0953
21	13	0.0653	0.0653	0.0676	0.0674
22	13	0.0653	0.0653	0.0531	0.0530
23	13	0.0653	0.0653	0.0480	0.0479
24	13	0.0653	0.0653	0.0527	0.0526
25	13	0.0653	0.0653	0.0527	0.0526
26	13	0.0653	0.0653	0.0513	0.0512
27	13	0.0653	0.0653	0.0527	0.0526
28	13	0.0653	0.0653	0.0508	0.0507
29	13	0.0653	0.0653	0.0578	0.0577
30	13	0.0653	0.0653	0.0531	0.0530
31	13	0.0653	0.0653	0.0531	0.0530
32	13	0.0653	0.0653	0.0578	0.0577
33	13	0.0653	0.0653	0.0504	0.0502
34	13	0.0653	0.0653	0.0620	0.0619
35	13	0.0653	0.0653	0.0476	0.0474
36	13	0.0653	0.0653	0.0681	0.0679
37	13	0.0653	0.0653	0.0681	0.0679
38	13	0.0653	0.0653	0.0550	0.0549
39	13	0.0653	0.0653	0.0438	0.0437
40	13	0.0653	0.0653	0.0504	0.0502
41	13	0.0653	0.0653	0.0578	0.0577
42	13	0.0653	0.0653	0.0531	0.0530
43	13	0.0653	0.0653	0.0531	0.0530
44	13	0.0653	0.0653	0.0578	0.0577
45	13	0.0653	0.0653	0.0508	0.0507
46	13	0.0653	0.0653	0.0527	0.0526
47	13	0.0653	0.0653	0.0513	0.0512
48	13	0.0653	0.0653	0.0527	0.0526
49	13	0.0653	0.0653	0.0536	0.0535
50	13	0.0653	0.0653	0.0480	0.0479
51	13	0.0653	0.0653	0.0527	0.0526
52	13	0.0653	0.0653	0.0573	0.0572
53	13	0.0653	0.0653	0.0648	0.0646
54	13	0.0653	0.0653	0.0839	0.0837
55	13	0.0653	0.0653	0.0956	0.1023
56	13	0.0653	0.0653	0.0651	0.0649
57	13	0.0653	0.0653	0.0550	0.0549
58	13	0.0653	0.0653	0.0541	0.0540
59	13	0.0653	0.0653	0.0527	0.0526
60	13	0.0653	0.0653	0.0480	0.0479
61	13	0.0653	0.0653	0.0527	0.0526
62	13	0.0653	0.0653	0.0513	0.0512
63	13	0.0653	0.0653	0.0648	0.0646
64	13	0.0653	0.0653	0.0611	0.0609
65	13	0.0653	0.0653	0.0634	0.0633
66	13	0.0653	0.0653	0.0531	0.0530
67	13	0.0653	0.0653	0.0504	0.0502
68	13	0.0653	0.0653	0.0583	0.0581

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENT!
69	13	0.0653	0.0653	0.0467	0.0466
70	13	0.0653	0.0653	0.0461	0.0460
71	13	0.0653	0.0653	0.0531	0.0530
72	13	0.0653	0.0653	0.0653	0.0651
73	13	0.0653	0.0653	0.0457	0.0456
74	13	0.0653	0.0653	0.0443	0.0442
75	13	0.0653	0.0653	0.0429	0.0428
76	13	0.0653	0.0653	0.0424	0.0423
77	13	0.0653	0.0653	0.0429	0.0428
78	13	0.0653	0.0653	0.0429	0.0428
1	14	0.0653	0.0653	0.0788	0.0786
2	14	0.0653	0.0653	0.0657	0.0656
3	14	0.0653	0.0653	0.0573	0.0572
4	14	0.0653	0.0653	0.0531	0.0530
5	14	0.0653	0.0653	0.0467	0.0466
6	14	0.0653	0.0653	0.0457	0.0456
7	14	0.0653	0.0653	0.0583	0.0581
8	14	0.0653	0.0653	0.0504	0.0502
9	14	0.0653	0.0653	0.0531	0.0530
10	14	0.0653	0.0653	0.0620	0.0619
11	14	0.0653	0.0653	0.0629	0.0628
12	14	0.0653	0.0653	0.0648	0.0646
13	14	0.0653	0.0653	0.0513	0.0512
14	14	0.0653	0.0653	0.0527	0.0526
15	14	0.0653	0.0653	0.0480	0.0479
16	14	0.0653	0.0653	0.0527	0.0526
17	14	0.0653	0.0653	0.0541	0.0540
18	14	0.0653	0.0653	0.0667	0.0665
19	14	0.0653	0.0653	0.1064	0.1140
20	14	0.0653	0.0653	0.0934	0.1000
21	14	0.0653	0.0653	0.0662	0.0660
22	14	0.0653	0.0653	0.0531	0.0530
23	14	0.0653	0.0653	0.0480	0.0479
24 25	14 14	0.0653 0.0653	0.0653 0.0653	0.0527 0.0527	0.0526 0.0526
25 26	14	0.0653	0.0653	0.0527	0.0526
27	14	0.0653	0.0653	0.0513	0.0512
28	14	0.0653	0.0653	0.0508	0.0520
29	14	0.0653	0.0653	0.0578	0.0577
30	14	0.0653	0.0653	0.0531	0.0530
31	14	0.0653	0.0653	0.0531	0.0530
32	14	0.0653	0.0653	0.0578	0.0577
33	14	0.0653	0.0653	0.0504	0.0502
34	14	0.0653	0.0653	0.0620	0.0619
35	14	0.0653	0.0653	0.0476	0.0474
36	14	0.0653	0.0653	0.0681	0.0679
37	14	0.0653	0.0653	0.0681	0.0679
38	14	0.0653	0.0653	0.0550	0.0549
39	14	0.0653	0.0653	0.0438	0.0437
40	14	0.0653	0.0653	0.0504	0.0502
41	14	0.0653	0.0653	0.0578	0.0577
42	14	0.0653	0.0653	0.0531	0.0530

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES O	% INTEREST IN COMMON ELEMENTS
43	14	0.0653	0.0653	0.0531	0.0530
43 44	14	0.0653	0.0653	0.0578	0.0577
45	14	0.0653	0.0653	0.0578	0.0507
43 46	14	0.0653	0.0653	0.0527	0.0526
40 47	14	0.0653	0.0653	0.0527	0.0520
48	14	0.0653	0.0653	0.0513	0.0512
49	14	0.0653	0.0653	0.0527	0.0526
50	14	0.0653	0.0653	0.0480	0.0479
51	14	0.0653	0.0653	0.0527	0.0526
52	14	0.0653	0.0653	0.0527	0.0572
53	14	0.0653	0.0653	0.0648	0.0646
54	14	0.0653	0.0653	0.0839	0.0837
55	14	0.0653	0.0653	0.0956	0.1023
56	14	0.0653	0.0653	0.0651	0.0649
57	14	0.0653	0.0653	0.0550	0.0549
58	14	0.0653	0.0653	0.0541	0.0540
59	14	0.0653	0.0653	0.0527	0.0526
60	14	0.0653	0.0653	0.0480	0.0479
61	14	0.0653	0.0653	0.0527	0.0526
62	14	0.0653	0.0653	0.0513	0.0512
63	14	0.0653	0.0653	0.0648	0.0646
64	14	0.0653	0.0653	0.0611	0.0609
65	14	0.0653	0.0653	0.0634	0.0633
66	14	0.0653	0.0653	0.0531	0.0530
67	14	0.0653	0.0653	0.0504	0.0502
68	14	0.0653	0.0653	0.0583	0.0581
69	14	0.0653	0.0653	0.0467	0.0466
70	14	0.0653	0.0653	0.0461	0.0460
71	14	0.0653	0.0653	0.0531	0.0530
72	14	0.0653	0.0653	0.0653	0.0651
73	14	0.0653	0.0653	0.0457	0.0456
74	14	0.0653	0.0653	0.0443	0.0442
75	14	0.0653	0.0653	0.0429	0.0428
76	14	0.0653	0.0653	0.0424	0.0423
77	14	0.0653	0.0653	0.0429	0.0428
78	14	0.0653	0.0653	0.0429	0.0428
1	15	0.0653	0.0653	0.0788	0.0786
2	15	0.0653	0.0653	0.0657	0.0656
3	15	0.0653	0.0653	0.0573	0.0572
4	15	0.0653	0.0653	0.0531	0.0530
5	15	0.0653	0.0653	0.0467	0.0466
6	15	0.0653	0.0653	0.0457	0.0456
7	15	0.0653	0.0653	0.0583	0.0581
8	15	0.0653	0.0653	0.0504	0.0502
9	15	0.0653	0.0653	0.0531	0.0530
10	15	0.0653	0.0653	0.0620	0.0619
11	15	0.0653	0.0653	0.0629	0.0628
12	15	0.0653	0.0653	0.0648	0.0646
13	15	0.0653	0.0653	0.0793	0.0791
14	15	0.0653	0.0653	0.0727	0.0726
15	15	0.0653	0.0653	0.0811	0.0809
16	15	0.0653	0.0653	0.0853	0.0851

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES (	% INTEREST IN COMMON ELEMENTS
17	15	0.0653	0.0653	0.0774	0.0772
18	15	0.0653	0.0653	0.0723	0.0721
19	15	0.0653	0.0653	0.0527	0.0526
20	15	0.0653	0.0653	0.0527	0.0526
21	15	0.0653	0.0653	0.0513	0.0512
22	15	0.0653	0.0653	0.0527	0.0526
23	15	0.0653	0.0653	0.0508	0.0507
24	15	0.0653	0.0653	0.0578	0.0577
25	15	0.0653	0.0653	0.0531	0.0530
26	15	0.0653	0.0653	0.0531	0.0530
27	15	0.0653	0.0653	0.0578	0.0577
28	15	0.0653	0.0653	0.0504	0.0502
29	15	0.0653	0.0653	0.0620	0.0619
30	15	0.0653	0.0653	0.0476	0.0474
31	15	0.0653	0.0653	0.0681	0.0679
32	15	0.0653	0.0653	0.0681	0.0679
33	15	0.0653	0.0653	0.0550	0.0549
34	15	0.0653	0.0653	0.0438	0.0437
35	15	0.0653	0.0653	0.0504	0.0502
36	15	0.0653	0.0653	0.0578	0.0577
37	15	0.0653	0.0653	0.0531	0.0530
38	15	0.0653	0.0653	0.0531	0.0530
39	15	0.0653	0.0653	0.0578	0.0577
40	15	0.0653	0.0653	0.0508	0.0507
41	15	0.0653	0.0653	0.0527	0.0526
42	15	0.0653	0.0653	0.0513	0.0512
43	15	0.0653	0.0653	0.0527	0.0526
44	15	0.0653	0.0653	0.0536	0.0535
45	15	0.0653	0.0653	0.0723	0.0721
46	15	0.0653	0.0653	0.0769	0.0767
47	15	0.0653	0.0653	0.0853	0.0851
48	15	0.0653	0.0653	0.0811	0.0809
49	15	0.0653	0.0653	0.0727	0.0726
50	15	0.0653	0.0653	0.0793	0.0791
51	15	0.0653	0.0653	0.0648	0.0646
52	15	0.0653	0.0653	0.0611	0.0609
53	15	0.0653	0.0653	0.0634	0.0633
54	15	0.0653	0.0653	0.0531	0.0530
55	15	0.0653	0.0653	0.0504	0.0502
56	15	0.0653	0.0653	0.0583	0.0581
57	15	0.0653	0.0653	0.0467	0.0466
58	15	0.0653	0.0653	0.0461	0.0460
59	15	0.0653	0.0653	0.0531	0.0530
60	15	0.0653	0.0653	0.0653	0.0651
61	15	0.0653	0.0653	0.0457	0.0456
62	15	0.0653	0.0653	0.0443	0.0442
63	15	0.0653	0.0653	0.0429	0.0428
64	15	0.0653	0.0653	0.0424	0.0423
65	15	0.0653	0.0653	0.0429	0.0428
66	15	0.0653	0.0653	0.0429	0.0428
1	16	0.0653	0.0653	0.0788	0.0786
2	16	0.0653	0.0653	0.0657	0.0656

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES O	% INTEREST IN COMMON ELEMENT!
3	16	0.0653	0.0653	0.0573	0.0572
4	16	0.0653	0.0653	0.0531	0.0530
5	16	0.0653	0.0653	0.0467	0.0466
6	16	0.0653	0.0653	0.0457	0.0456
7	16	0.0653	0.0653	0.0583	0.0581
8	16	0.0653	0.0653	0.0504	0.0502
9	16	0.0653	0.0653	0.0531	0.0530
10	16	0.0653	0.0653	0.0620	0.0619
11	16	0.0653	0.0653	0.0629	0.0628
12	16	0.0653	0.0653	0.0648	0.0646
13	16	0.0653	0.0653	0.0793	0.0791
14	16	0.0653	0.0653	0.0727	0.0726
15	16	0.0653	0.0653	0.0811	0.0809
16	16	0.0653	0.0653	0.0923	0.0921
17	16	0.0653	0.0653	0.0774	0.0772
18	16	0.0653	0.0653	0.0723	0.0721
19	16	0.0653	0.0653	0.0527	0.0526
20	16	0.0653	0.0653	0.0527	0.0526
21	16	0.0653	0.0653	0.0513	0.0512
22	16	0.0653	0.0653	0.0527	0.0526
23	16	0.0653	0.0653	0.0508	0.0507
24	16	0.0653	0.0653	0.0578	0.0577
25	16	0.0653	0.0653	0.0531	0.0530
26	16 16	0.0653	0.0653	0.0531	0.0530
27		0.0653	0.0653	0.0578	0.0577
28	16 16	0.0653	0.0653	0.0504	0.0502
29	16	0.0653	0.0653 0.0653	0.0620 0.0476	0.0619 0.0474
30 31	16	0.0653 0.0653	0.0653	0.0476	0.0474
32	16	0.0653	0.0653	0.0681	0.0679
33	16	0.0653	0.0653	0.0550	0.0549
34	16	0.0653	0.0653	0.0438	0.0437
35	16	0.0653	0.0653	0.0504	0.0502
36	16	0.0653	0.0653	0.0578	0.0577
37	16	0.0653	0.0653	0.0570	0.0530
38	16	0.0653	0.0653	0.0531	0.0530
39	16	0.0653	0.0653	0.0578	0.0577
40	16	0.0653	0.0653	0.0508	0.0507
41	16	0.0653	0.0653	0.0527	0.0526
42	16	0.0653	0.0653	0.0513	0.0512
43	16	0.0653	0.0653	0.0527	0.0526
44	16	0.0653	0.0653	0.0536	0.0535
45	16	0.0653	0.0653	0.0723	0.0721
46	16	0.0653	0.0653	0.0769	0.0767
47	16	0.0653	0.0653	0.0918	0.0916
48	16	0.0653	0.0653	0.0811	0.0809
49	16	0.0653	0.0653	0.0727	0.0726
50	16	0.0653	0.0653	0.0793	0.0791
51	16	0.0653	0.0653	0.0648	0.0646
52	16	0.0653	0.0653	0.0611	0.0609
53	16	0.0653	0.0653	0.0634	0.0633
54	16	0.0653	0.0653	0.0531	0.0530
55	16	0.0653	0.0653	0.0504	0.0502

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES	
56	16	0.0653	0.0653	0.0583	0.0581
57	16	0.0653	0.0653	0.0467	0.0466
58	16	0.0653	0.0653	0.0461	0.0460
59	16	0.0653	0.0653	0.0531	0.0530
60	16	0.0653	0.0653	0.0653	0.0651
61	16	0.0653	0.0653	0.0457	0.0456
62	16	0.0653	0.0653	0.0443	0.0442
63	16	0.0653	0.0653	0.0429	0.0428
64	16	0.0653	0.0653	0.0424	0.0423
65	16	0.0653	0.0653	0.0429	0.0428
66	16	0.0653	0.0653	0.0429	0.0428
1	17	0.0653	0.0653	0.0779	0.0777
2	17	0.0653	0.0653	0.0653	0.0651
3	17	0.0653	0.0653	0.0573	0.0572
4	17	0.0653	0.0653	0.0531	0.0530
5	17	0.0653	0.0653	0.0467	0.0466
6	17	0.0653	0.0653	0.0457	0.0456
7	17	0.0653	0.0653	0.0583	0.0581
8	17	0.0653	0.0653	0.0504	0.0502
9	17	0.0653	0.0653	0.0531	0.0530
10	17	0.0653	0.0653	0.0564	0.0563
11	17	0.0653	0.0653	0.0573	0.0572
12	17	0.0653	0.0653	0.0592	0.0591
13	17	0.0653	0.0653	0.0793	0.0791
14	17	0.0653	0.0653	0.0727	0.0726
15	17	0.0653	0.0653	0.0811	0.0809
16	17	0.0653	0.0653	0.0923	0.0921
17	17	0.0653	0.0653	0.0774	0.0772
18	17	0.0653	0.0653	0.0723	0.0721
19	17	0.0653	0.0653	0.0527	0.0526
20	17	0.0653	0.0653	0.0527	0.0526
21	17	0.0653	0.0653	0.0513	0.0512
22	17	0.0653	0.0653	0.0531	0.0530
23	17	0.0653	0.0653	0.0513	0.0512
24	17	0.0653	0.0653	0.0578	0.0577
25	17	0.0653	0.0653	0.0531	0.0530
26	17	0.0653	0.0653	0.0531	0.0530
27	17	0.0653	0.0653	0.0578	0.0577
28	17	0.0653	0.0653	0.0504	0.0502
29	17	0.0653	0.0653	0.0466	0.0465
30	17	0.0653	0.0653	0.0513	0.0512
31	17	0.0653	0.0653	0.0657	0.0656
32	17	0.0653	0.0653	0.0443	0.0442
33	17	0.0653	0.0653	0.0504	0.0502
34	17	0.0653	0.0653	0.0578	0.0577
35	17	0.0653	0.0653	0.0531	0.0530
36	17	0.0653	0.0653	0.0531	0.0530
37	17	0.0653	0.0653	0.0578	0.0577
38	17	0.0653	0.0653	0.0508	0.0507
39	17	0.0653	0.0653	0.0531	0.0530
40	17	0.0653	0.0653	0.0513	0.0530
41	17	0.0653	0.0653	0.0527	0.0526

#### SCHEDULE 'D'

UNIT NO.	LEVEL _NO	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENT!
42	17	0.0653	0.0653	0.0536	0.0535
43	17	0.0653	0.0653	0.0723	0.0721
44	17	0.0653	0.0653	0.0769	0.0767
45	17	0.0653	0.0653	0.0918	0.0916
46	17	0.0653	0.0653	0.0811	0.0809
47	17	0.0653	0.0653	0.0727	0.0726
48	17	0.0653	0.0653	0.0793	0.0791
49	17	0.0653	0.0653	0.0648	0.0646
50	17	0.0653	0.0653	0.0611	0.0609
51	17	0.0653	0.0653	0.0634	0.0633
52	17	0.0653	0.0653	0.0531	0.0530
53	17	0.0653	0.0653	0.0504	0.0502
54	17	0.0653	0.0653	0.0583	0.0581
55	17	0.0653	0.0653	0.0467	0.0466
56	17	0.0653	0.0653	0.0461	0.0460
57 50	17	0.0653	0.0653	0.0531	0.0530
58	17	0.0653	0.0653	0.0653	0.0651
1	18	0.0653	0.0653	0.0667	0.0665
2	18	0.0653	0.0653	0.0657	0.0656
3	18	0.0653	0.0653	0.0573	0.0572
4	18	0.0653	0.0653	0.0531	0.0530
5	18	0.0653	0.0653	0.0467	0.0466
6	18	0.0653	0.0653	0.0457	0.0456
7	18	0.0653	0.0653	0.0583	0.0581
8	18	0.0653	0.0653	0.0504	0.0502
9	18	0.0653	0.0653	0.0536	0.0535
10	18	0.0653	0.0653	0.0513	0.0512
11	18	0.0653	0.0653	0.0536	0.0535
12	18	0.0653	0.0653	0.0550	0.0549
13	18	0.0653	0.0653	0.0793	0.0791
14	18	0.0653	0.0653	0.0727	0.0726
15	18	0.0653	0.0653	0.0811	0.0809
16	18	0.0653	0.0653	0.0923	0.0921
17	18	0.0653	0.0653	0.0774	0.0772
18	18	0.0653	0.0653	0.0723	0.0721
19	18	0.0653	0.0653	0.0527	0.0526
20	18	0.0653	0.0653	0.0527	0.0526
21	18	0.0653	0.0653	0.0513	0.0512
22	18	0.0653	0.0653	0.0681	0.0679
23	18	0.0653	0.0653	0.0699	0.0698
24	18	0.0653	0.0653	0.0536	0.0535
25	18	0.0653	0.0653	0.0536	0.0535
26	18	0.0653	0.0653	0.0573	0.0572
27	18	0.0653	0.0653	0.0504	0.0502
28	18	0.0653	0.0653	0.0504	0.0502
29	18	0.0653	0.0653	0.0508	0.0507
30	18	0.0653	0.0653	0.0448	0.0447
31	18	0.0653	0.0653	0.0657	0.0656
32	18	0.0653	0.0653	0.0415	0.0414
33	18	0.0653	0.0653	0.0476	0.0474
34	18	0.0653	0.0653	0.0504	0.0502
35	18	0.0653	0.0653	0.0573	0.0572

#### SCHEDULE 'D'

UNIT NO.	LEVEL <u>NO.</u>	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES O	% INTEREST IN COMMON ELEMENTS
36	18	0.0653	0.0653	0.0536	0.0535
37	18	0.0653	0.0653	0.0536	0.0535
38	18	0.0653	0.0653	0.0573	0.0572
39	18	0.0653	0.0653	0.0508	0.0507
40	18	0.0653	0.0653	0.0531	0.0530
41	18	0.0653	0.0653	0.0513	0.0512
42	18	0.0653	0.0653	0.0527	0.0526
43	18	0.0653	0.0653	0.0536	0.0535
44	18	0.0653	0.0653	0.0723	0.0721
45	18	0.0653	0.0653	0.0769	0.0767
46	18	0.0653	0.0653	0.0918	0.0916
47	18	0.0653	0.0653	0.0811	0.0809
48	18	0.0653	0.0653	0.0727	0.0726
49	18	0.0653	0.0653	0.0793	0.0791
50	18	0.0653	0.0653	0.0648	0.0646
51	18	0.0653	0.0653	0.0611	0.0609
52	18	0.0653	0.0653	0.0634	0.0633
53	18	0.0653	0.0653	0.0531	0.0530
54	18	0.0653	0.0653	0.0508	0.0507
55	18	0.0653	0.0653	0.0573	0.0572
56	18	0.0653	0.0653	0.0467	0.0466
57	18	0.0653	0.0653	0.0457	0.0456
58	18	0.0653	0.0653	0.0531	0.0530
59	18	0.0653	0.0653	0.0653	0.0651
1	19	0.0653	0.0653	0.0709	0.0707
2	19	0.0653	0.0653	0.0858	0.0856
3	19	0.0653	0.0653	0.0802	0.0800
4	19	0.0653	0.0653	0.0659	0.0658
5	19	0.0653	0.0653	0.0825	0.0823
6	19	0.0653	0.0653	0.0867	0.0865
7	19	0.0653	0.0653	0.0858	0.0856
8	19	0.0653	0.0653	0.0956	0.1023
9	19	0.0653	0.0653	0.0578	0.0577
10	19	0.0653	0.0653	0.0573	0.0572
11	19	0.0653	0.0653	0.0573	0.0572
12	19	0.0653	0.0653	0.0504	0.0502
13	19	0.0653	0.0653	0.0504	0.0502
14	19	0.0653	0.0653	0.0508	0.0507
15	19	0.0653	0.0653	0.0802	0.0800
16	19	0.0653	0.0653	0.0657	0.0656
17	19	0.0653	0.0653	0.0415	0.0414
18	19	0.0653	0.0653	0.0476	0.0474
19	19	0.0653	0.0653	0.0504	0.0502
20	19	0.0653	0.0653	0.0573	0.0572
21	19	0.0653	0.0653	0.0536	0.0535
22	19	0.0653	0.0653	0.0536	0.0535
23	19	0.0653	0.0653	0.0573	0.0572
23 24	19	0.0653	0.0653	0.0508	0.0572
25	19	0.0653	0.0653	0.0555	0.0553
25 26	19	0.0653	0.0653	0.0555	0.0533
27	19	0.0653	0.0653	0.0606	0.0605

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES O	% INTEREST IN COMMON ELEMENT!
28	19	0.0653	0.0653	0.0634	0.0633
29	19	0.0653	0.0653	0.0825	0.0823
30	19	0.0653	0.0653	0.0788	0.0786
31	19	0.0653	0.0653	0.0660	0.0659
32	19	0.0653	0.0653	0.0802	0.0800
33	19	0.0653	0.0653	0.0653	0.0651
1	20	0.0653	0.0653	0.0713	0.0712
2	20	0.0653	0.0653	0.0848	0.0846
3	20	0.0653	0.0653	0.0802	0.0800
4	20	0.0653	0.0653	0.0659	0.0658
5	20	0.0653	0.0653	0.0825	0.0823
6	20	0.0653	0.0653	0.0867	0.0865
7	20	0.0653	0.0653	0.0839	0.0837
8	20	0.0653	0.0653	0.0704	0.0702
9	20	0.0653	0.0653	0.0793	0.0791
10	20	0.0653	0.0653	0.0578	0.0577
11	20	0.0653	0.0653	0.0573	0.0572
12	20	0.0653	0.0653	0.0573	0.0572
13	20	0.0653	0.0653	0.0504	0.0502
14	20	0.0653	0.0653	0.0504	0.0502
15	20	0.0653	0.0653	0.0508	0.0507
16	20	0.0653	0.0653	0.0802	0.0800
17	20	0.0653	0.0653	0.0657	0.0656
18	20	0.0653	0.0653	0.0415	0.0414
19	20	0.0653	0.0653	0.0476	0.0474
20	20	0.0653	0.0653	0.0504	0.0502
21	20	0.0653	0.0653	0.0573	0.0572
22	20	0.0653	0.0653	0.0536	0.0535
23	20	0.0653	0.0653	0.0536	0.0535
24	20	0.0653	0.0653	0.0573	0.0572
25	20	0.0653	0.0653	0.0508	0.0507
26	20	0.0653	0.0653	0.0629	0.0628
27	20	0.0653	0.0653	0.0671	0.0670
28	20	0.0653	0.0653	0.0606	0.0605
29	20	0.0653	0.0653	0.0634	0.0633
30	20	0.0653	0.0653	0.0825	0.0823
31	20	0.0653	0.0653	0.0788	0.0786
32	20	0.0653	0.0653	0.0660	0.0659
33	20	0.0653	0.0653	0.0802	0.0800
34	20	0.0653	0.0653	0.0653	0.0651
1	21	0.0653	0.0653	0.0713	0.0712
2	21	0.0653	0.0653	0.0848	0.0846
3	21	0.0653	0.0653	0.0802	0.0800
4	21	0.0653	0.0653	0.0659	0.0658
5	21	0.0653	0.0653	0.0825	0.0823
6	21	0.0653	0.0653	0.0867	0.0865
7	21	0.0653	0.0653	0.0839	0.0837
8	21	0.0653	0.0653	0.0704	0.0702
9	21	0.0653	0.0653	0.0793	0.0791
10	21	0.0653	0.0653	0.0578	0.0577
11	21	0.0653	0.0653	0.0573	0.0572

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO <u>EEDY SYSTEM</u>	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENT!
12	21	0.0653	0.0653	0.0573	0.0572
13	21	0.0653	0.0653	0.0504	0.0502
14	21	0.0653	0.0653	0.0504	0.0502
15	21	0.0653	0.0653	0.0508	0.0507
16	21	0.0653	0.0653	0.0802	0.0800
17	21	0.0653	0.0653	0.0657	0.0656
18	21	0.0653	0.0653	0.0415	0.0414
19	21	0.0653	0.0653	0.0476	0.0474
20	21	0.0653	0.0653	0.0504	0.0502
21	21	0.0653	0.0653	0.0573	0.0572
22	21	0.0653	0.0653	0.0536	0.0535
23	21	0.0653	0.0653	0.0536	0.0535
24	21	0.0653	0.0653	0.0573	0.0572
25	21	0.0653	0.0653	0.0508	0.0507
26	21	0.0653	0.0653	0.0629	0.0628
27	21	0.0653	0.0653	0.0671	0.0670
28	21	0.0653	0.0653	0.0606	0.0605
29	21	0.0653	0.0653	0.0634	0.0633
30	21	0.0653	0.0653	0.0825	0.0823
31	21	0.0653	0.0653	0.0788	0.0786
32	21	0.0653	0.0653	0.0660	0.0659
33	21	0.0653	0.0653	0.0802	0.0800
34	21	0.0653	0.0653	0.0653	0.0651
1	22	0.0653	0.0653	0.0713	0.0712
2	22	0.0653	0.0653	0.0848	0.0846
3	22	0.0653	0.0653	0.0802	0.0800
4	22	0.0653	0.0653	0.0659	0.0658
5	22	0.0653	0.0653	0.0825	0.0823
6	22	0.0653	0.0653	0.0867	0.0865
7	22	0.0653	0.0653	0.0839	0.0837
8	22	0.0653	0.0653	0.0704	0.0702
9	22	0.0653	0.0653	0.0793	0.0791
10	22	0.0653	0.0653	0.0578	0.0577
11	22	0.0653	0.0653	0.0573	0.0572
12	22	0.0653	0.0653	0.0573	0.0572
13	22	0.0653	0.0653	0.0504	0.0502
14	22	0.0653	0.0653	0.0504	0.0502
15	22	0.0653	0.0653	0.0508	0.0507
16	22	0.0653	0.0653	0.0802	0.0800
17	22	0.0653	0.0653	0.0657	0.0656
18	22	0.0653	0.0653	0.0415	0.0414
19	22	0.0653	0.0653	0.0476	0.0474
20	22	0.0653	0.0653	0.0504	0.0502
21	22	0.0653	0.0653	0.0573	0.0572
22	22	0.0653	0.0653	0.0536	0.0535
23	22	0.0653	0.0653	0.0536	0.0535
24	22	0.0653	0.0653	0.0573	0.0572
25	22	0.0653	0.0653	0.0853	0.0851
26	22	0.0653	0.0653	0.0625	0.0623
27	22	0.0653	0.0653	0.0835	0.0833
28	22	0.0653	0.0653	0.0573	0.0572
29	22	0.0653	0.0653	0.0830	0.0828

#### SCHEDULE 'D'

UNIT NO.	LEVEL <u>NO.</u>	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES O	% INTEREST IN COMMON ELEMENTS
20	22	0.0652	0.0652	0.0700	0.0707
30	22	0.0653	0.0653	0.0788	0.0786
31	22	0.0653	0.0653	0.0660	0.0659
32	22	0.0653	0.0653	0.0802	0.0800
33	22	0.0653	0.0653	0.0653	0.0651
1	23	0.0653	0.0653	0.0667	0.0665
2	23	0.0653	0.0653	0.0797	0.0795
3	23	0.0653	0.0653	0.0769	0.0767
4	23	0.0653	0.0653	0.0623	0.0621
5	23	0.0653	0.0653	0.0825	0.0823
6	23	0.0653	0.0653	0.0867	0.0865
7	23	0.0653	0.0653	0.0839	0.0837
8	23	0.0653	0.0653	0.0704	0.0702
9	23	0.0653	0.0653	0.0793	0.0791
10	23	0.0653	0.0653	0.0578	0.0577
11	23	0.0653	0.0653	0.0573	0.0572
12	23	0.0653	0.0653	0.0573	0.0572
13	23	0.0653	0.0653	0.0466	0.0465
14	23	0.0653	0.0653	0.0466	0.0465
15	23	0.0653	0.0653	0.0466	0.0465
16	23	0.0653	0.0653	0.0779	0.0777
17	23	0.0653	0.0653	0.0657	0.0656
18	23	0.0653	0.0653	0.0415	0.0414
19	23	0.0653	0.0653	0.0476	0.0474
20	23	0.0653	0.0653	0.0504	0.0502
21	23	0.0653	0.0653	0.0573	0.0572
22	23	0.0653	0.0653	0.0536	0.0535
23	23	0.0653	0.0653	0.0536	0.0535
24	23	0.0653	0.0653	0.0531	0.0530
25	23	0.0653	0.0653	0.0807	0.0805
26	23	0.0653	0.0653	0.0625	0.0623
27	23	0.0653	0.0653	0.0788	0.0786
28	23	0.0653	0.0653	0.0531	0.0530
29	23	0.0653	0.0653	0.0830	0.0828
30	23	0.0653	0.0653	0.0788	0.0786
31	23	0.0653	0.0653	0.0660	0.0659
32	23	0.0653	0.0653	0.0802	0.0800
33	23	0.0653	0.0653	0.0653	0.0651
1	24	0.0653	0.0653	0.0713	0.0712
2	24	0.0653	0.0653	0.0848	0.0846
3	24	0.0653	0.0653	0.0765	0.0763
4	24	0.0653	0.0653	0.0623	0.0621
5	24	0.0653	0.0653	0.0825	0.0823
6	24	0.0653	0.0653	0.0867	0.0865
7	24	0.0653	0.0653	0.0839	0.0837
8	24	0.0653	0.0653	0.0704	0.0702
9	24	0.0653	0.0653	0.0793	0.0791
10	24	0.0653	0.0653	0.0578	0.0577
11	24	0.0653	0.0653	0.0573	0.0572
12	24	0.0653	0.0653	0.0573	0.0572
13	24	0.0653	0.0653	0.0466	0.0465
14	24	0.0653	0.0653	0.0466	0.0465

#### SCHEDULE 'D'

UNIT NO.	LEVEL _NO	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
15	24	0.0653	0.0653	0.0508	0.0507
16	24	0.0653	0.0653	0.0802	0.0800
17	24	0.0653	0.0653	0.0657	0.0656
18	24	0.0653	0.0653	0.0415	0.0414
19	24	0.0653	0.0653	0.0476	0.0474
20	24	0.0653	0.0653	0.0504	0.0502
21	24	0.0653	0.0653	0.0573	0.0572
22	24	0.0653	0.0653	0.0573	0.0572
23	24	0.0653	0.0653	0.0573	0.0572
24	24	0.0653	0.0653	0.0573	0.0572
25	24	0.0653	0.0653	0.0853	0.0851
26	24	0.0653	0.0653	0.0662	0.0660
27	24	0.0653	0.0653	0.0835	0.0833
28	24	0.0653	0.0653	0.0573	0.0572
29	24	0.0653	0.0653	0.0867	0.0865
30	24	0.0653	0.0653	0.0825	0.0823
31	24	0.0653	0.0653	0.0660	0.0659
32	24	0.0653	0.0653	0.0802	0.0800
33	24	0.0653	0.0653	0.0653	0.0651
1	25	0.0653	0.0653	0.0713	0.0712
2	25	0.0653	0.0653	0.0848	0.0846
3	25	0.0653	0.0653	0.0765	0.0763
4	25	0.0653	0.0653	0.0623	0.0621
5	25	0.0653	0.0653	0.0825	0.0823
6	25	0.0653	0.0653	0.0867	0.0865
7	25	0.0653	0.0653	0.0839	0.0837
8	25	0.0653	0.0653	0.0704	0.0702
9	25	0.0653	0.0653	0.0793	0.0791
10	25	0.0653	0.0653	0.0578	0.0577
11	25	0.0653	0.0653	0.0573	0.0572
12	25	0.0653	0.0653	0.0573	0.0572
13	25	0.0653	0.0653	0.0466	0.0465
14	25	0.0653	0.0653	0.0466	0.0465
15	25	0.0653	0.0653	0.0508	0.0507
16	25	0.0653	0.0653	0.0802	0.0800
17	25	0.0653	0.0653	0.0657	0.0656
18	25	0.0653	0.0653	0.0415	0.0414
19	25	0.0653	0.0653	0.0476	0.0474
20	25	0.0653	0.0653	0.0504	0.0502
21	25	0.0653	0.0653	0.0573	0.0572
22	25	0.0653	0.0653	0.0573	0.0572
23	25	0.0653	0.0653	0.0573	0.0572
24	25	0.0653	0.0653	0.0573	0.0572
25	25	0.0653	0.0653	0.0853	0.0851
26	25	0.0653	0.0653	0.0662	0.0660
27	25	0.0653	0.0653	0.0835	0.0833
28	25	0.0653	0.0653	0.0573	0.0572
29	25 25	0.0653	0.0653	0.0867	0.0865
30	25 25	0.0653	0.0653	0.0825	0.0823
31	25 25	0.0653	0.0653	0.0660	0.0659
32	25 25	0.0653	0.0653	0.0802	0.0800
33	25	0.0653	0.0653	0.0653	0.0651

#### SCHEDULE 'D'

UNIT NO.	LEVEL <u>NO.</u>	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENTS
1	26	0.0653	0.0653	0.0713	0.0712
1 2	26	0.0653	0.0653	0.0713	0.0712
3	26	0.0653	0.0653	0.0765	0.0763
3 4	26	0.0653	0.0653	0.0763	0.0763
5	26	0.0653	0.0653	0.0825	0.0823
6	26	0.0653	0.0653	0.0823	0.0823
7	26	0.0653	0.0653	0.0839	0.0837
8	26	0.0653	0.0653	0.0704	0.0702
9	26	0.0653	0.0653	0.0793	0.0791
10	26	0.0653	0.0653	0.0578	0.0577
11	26	0.0653	0.0653	0.0573	0.0572
12	26	0.0653	0.0653	0.0573	0.0572
13	26	0.0653	0.0653	0.0466	0.0465
14	26	0.0653	0.0653	0.0466	0.0465
15	26	0.0653	0.0653	0.0508	0.0507
16	26	0.0653	0.0653	0.0802	0.0800
17	26	0.0653	0.0653	0.0657	0.0656
18	26	0.0653	0.0653	0.0415	0.0414
19	26	0.0653	0.0653	0.0476	0.0474
20	26	0.0653	0.0653	0.0504	0.0502
21	26	0.0653	0.0653	0.0573	0.0572
22	26	0.0653	0.0653	0.0573	0.0572
23	26	0.0653	0.0653	0.0573	0.0572
24	26	0.0653	0.0653	0.0573	0.0572
25	26	0.0653	0.0653	0.0853	0.0851
26	26	0.0653	0.0653	0.0662	0.0660
27	26	0.0653	0.0653	0.0835	0.0833
28	26	0.0653	0.0653	0.0573	0.0572
29	26	0.0653	0.0653	0.0867	0.0865
30	26	0.0653	0.0653	0.0825	0.0823
31	26	0.0653	0.0653	0.0660	0.0659
32	26	0.0653	0.0653	0.0802	0.0800
33	26	0.0653	0.0653	0.0653	0.0651
1	27	0.0653	0.0653	0.0713	0.0712
2	27	0.0653	0.0653	0.0848	0.0846
3	27	0.0653	0.0653	0.0765	0.0763
4	27	0.0653	0.0653	0.0623	0.0621
5	27	0.0653	0.0653	0.0825	0.0823
6	27	0.0653	0.0653	0.0867	0.0865
7	27	0.0653	0.0653	0.0839	0.0837
8	27	0.0653	0.0653	0.0704	0.0702
9	27	0.0653	0.0653	0.0793	0.0791
10	27	0.0653	0.0653	0.0578	0.0577
11	27	0.0653	0.0653	0.0573	0.0572
12	27	0.0653	0.0653	0.0573	0.0572
13	27	0.0653	0.0653	0.0466	0.0465
14	27	0.0653	0.0653	0.0466	0.0465
15	27	0.0653	0.0653	0.0508	0.0507
16	27	0.0653	0.0653	0.0802	0.0800
17	27	0.0653	0.0653	0.0657	0.0656
18	27	0.0653	0.0653	0.0415	0.0414

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO EEDY SYSTEM	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENT!
19	27	0.0653	0.0653	0.0476	0.0474
20	27	0.0653	0.0653	0.0504	0.0502
21	27	0.0653	0.0653	0.0573	0.0572
22	27	0.0653	0.0653	0.0573	0.0572
23	27	0.0653	0.0653	0.0573	0.0572
24	27	0.0653	0.0653	0.0573	0.0572
25	27	0.0653	0.0653	0.0853	0.0851
26	27	0.0653	0.0653	0.0662	0.0660
27	27	0.0653	0.0653	0.0835	0.0833
28	27	0.0653	0.0653	0.0573	0.0572
29	27	0.0653	0.0653	0.0867	0.0865
30	27	0.0653	0.0653	0.0825	0.0823
31	27	0.0653	0.0653	0.0660	0.0659
32	27	0.0653	0.0653	0.0802	0.0800
33	27	0.0653	0.0653	0.0653	0.0651
1	28	0.0653	0.0653	0.0713	0.0712
2	28	0.0653	0.0653	0.0848	0.0846
3	28	0.0653	0.0653	0.0765	0.0763
4	28	0.0653	0.0653	0.0623	0.0621
5	28	0.0653	0.0653	0.0825	0.0823
6	28	0.0653	0.0653	0.0867	0.0865
7	28	0.0653	0.0653	0.0839	0.0837
8	28	0.0653	0.0653	0.0704	0.0702
9	28	0.0653	0.0653	0.0793	0.0791
10	28	0.0653	0.0653	0.0578	0.0577
11	28	0.0653	0.0653	0.0573	0.0572
12	28	0.0653	0.0653	0.0573	0.0572
13	28	0.0653	0.0653	0.0466	0.0465
14	28	0.0653	0.0653	0.0466	0.0465
15	28	0.0653	0.0653	0.0508	0.0507
16	28	0.0653	0.0653	0.0802	0.0800
17	28	0.0653	0.0653	0.0657	0.0656
18	28	0.0653	0.0653	0.0415	0.0414
19	28	0.0653	0.0653	0.0476	0.0474
20	28	0.0653	0.0653	0.0504	0.0502
21	28	0.0653	0.0653	0.0573	0.0572
22	28	0.0653	0.0653	0.0573	0.0572
23	28	0.0653	0.0653	0.0573	0.0572
24	28	0.0653	0.0653	0.0573	0.0572
25	28	0.0653	0.0653	0.0853	0.0851
26	28	0.0653	0.0653	0.0662	0.0660
27	28	0.0653	0.0653	0.0835	0.0833
28	28	0.0653	0.0653	0.0573	0.0572
29	28	0.0653	0.0653	0.0867	0.0865
30	28	0.0653	0.0653	0.0825	0.0823
31	28	0.0653	0.0653	0.0660	0.0659
32	28	0.0653	0.0653	0.0802	0.0800
33	28	0.0653	0.0653	0.0653	0.0651
1	29	0.0653	0.0653	0.0713	0.0712
2	29	0.0653	0.0653	0.0848	0.0846
3	29	0.0653	0.0653	0.0765	0.0763

#### SCHEDULE 'D'

UNIT NO.	LEVEL NO.	% CONTRIBUTION TO BULK INTERNET	% CONTRIBUTION TO <u>EEDY SYSTEM</u>	% CONTRIBUTION TO COMMON EXPENSES	% INTEREST IN COMMON ELEMENT!
4	29	0.0653	0.0653	0.0623	0.0621
5	29	0.0653	0.0653	0.0825	0.0823
6	29	0.0653	0.0653	0.0867	0.0865
7	29	0.0653	0.0653	0.0839	0.0837
8	29	0.0653	0.0653	0.0704	0.0702
9	29	0.0653	0.0653	0.0793	0.0791
10	29	0.0653	0.0653	0.0578	0.0577
11	29	0.0653	0.0653	0.0573	0.0572
12	29	0.0653	0.0653	0.0573	0.0572
13	29	0.0653	0.0653	0.0466	0.0465
14	29	0.0653	0.0653	0.0466	0.0465
15	29	0.0653	0.0653	0.0508	0.0507
16	29	0.0653	0.0653	0.0802	0.0800
17	29	0.0653	0.0653	0.0657	0.0656
18	29	0.0653	0.0653	0.0415	0.0414
19	29	0.0653	0.0653	0.0476	0.0474
20	29	0.0653	0.0653	0.0504	0.0502
21	29	0.0653	0.0653	0.0573	0.0572
22	29	0.0653	0.0653	0.0573	0.0572
23	29	0.0653	0.0653	0.0573	0.0572
24	29	0.0653	0.0653	0.0573	0.0572
25	29	0.0653	0.0653	0.0853	0.0851
26	29	0.0653	0.0653	0.0662	0.0660
27	29	0.0653	0.0653	0.0835	0.0833
28	29	0.0653	0.0653	0.0573	0.0572
29	29	0.0653	0.0653	0.0867	0.0865
30	29	0.0653	0.0653	0.0825	0.0823
31	29	0.0653	0.0653	0.0660	0.0659
32	29	0.0653	0.0653	0.0802	0.0800
33	29	0.0653	0.0653	0.0653	0.0651
PERCENTAGE		100.0000	100.0000	92.5405	92.5405
PARKING UNITS (0.					
715 Parkin	g Units	0.0000	0.0000	6.0060	6.0060
STORAGE LOCKER	UNITS (0.0019 E	ACH)			
765 Storag	e Locker Units	0.0000	0.0000	1.4535	1.4535
TOTAL PERCENTAG	GE	100.0000	100.0000	100.0000	100.0000

# SCHEDULE "E" TO THE DECLARATION OF SENTINEL (SHERBOURNE) LAND CORPORATION, in its capacity as general partner of and on behalf of FRONT AND SHERBOURNE LIMITED PARTNERSHIP

**COMMON EXPENSES** 

- (a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the Easement and Cost Sharing Agreement, and any other agreement or instrument imposing obligations on the Corporation and the by-laws or Rules of the Corporation.
- (b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.
- (c) All sums of money payable for utilities and services serving the Units (if same are not separately metered or check/consumption metered for such Units) or common elements including, without limiting the generality of the foregoing, monies payable on account of:
  - (i) hydro;
  - (ii) gas;
  - (iii) water and sewage;
  - (iv) waste and garbage disposal (if applicable);
  - (v) maintenance materials, tools and supplies;
  - (vi) off-site snow removal (All purchasers of a Unit(s) are advised that the City of Toronto may not require off site snow removal, however, in the case of heavy snow falls, the limited snow storage space available on the Lands may make it necessary to truck snow off the Lands and the costs of same shall be included in the common expense fee.):
  - (vii) bulk internet services, save and provided that monies payable for such bulk internet services shall be allocated equally amongst all residential dwelling Units, in the proportions set forth opposite each Unit number in the column entitled "%Contribution to Bulk Internet" in Schedule "D", regardless of such residential dwelling Units' percentage contribution to common expenses set out in the column in Schedule D to the Declaration entitled "% Contribution to Common Expenses", and further provided that such monies payable for bulk internet services will not form part of the common expenses if the bulk internet agreement entered into between the C and Rogers Communications Inc., and assumed by the Corporation, is terminated;
  - (viii) monitoring of intelligent leak detection remote monitors, save and provided that monies payable for such monitoring of intelligent leak detection remote monitors shall be allocated equally amongst all residential dwelling Units, in the proportions set forth opposite each Unit number in the column entitled "% Contribution to Eddy System" in Schedule "D", regardless of such residential dwelling Units' percentage contribution to common expenses set out in the column in Schedule D to the Declaration entitled "% Contribution to Common Expenses", and further provided that such monies payable for the monitoring of intelligent leak detection remote monitors will not form part of the common expenses if the Water Leakage Detection Agreement is terminated;

#### save and provided that:

- (i) The cost of the maintenance, operation, repairs, replacement and inspection of Shared Servicing Systems, the Specific Servicing Easements, the POPS, the Private Road, the Laneway, the Laneway Garage Door, the Common Interior Walkways, the Exterior Landscaped Areas, the Loading Dock, the Shared Service Doors, the Shared Service Corridors, the Storm Tank, the Emergency Generator; the Fire Sprinkler System(s) and the Environmental Measures (collectively the "Shared Facilities") shall be shared as further stated below.
- (ii) The cost of the Corporation's proportionate or allocated share of the operation, maintenance, repair, replacement and inspection of the Shared Facilities is set forth and described in the Easement and Cost Sharing Agreement, and the Corporation shall be responsible for paying its Proportionate Share thereof, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the Easement and Cost Sharing Agreement in which event the readjustment or qualified or amended adjustments shall prevail. It is understood that

the Easement and Cost Sharing Agreement shall allocate between the Corporation and the owner(s) of the Commercial Lands such costs relating to the Shared Facilities serving in varying degrees the units/areas and/or common elements and/or property within the Corporation and the Commercial Lands in accordance with their respective Proportionate Share. The Corporation shall subsequent to the registration of the Declaration enter into or assume the Easement and Cost Sharing Agreement with a view of covenanting to be responsible for its share of such costs.

- (d) Provided that all charges in respect of television and telephone service shall be borne by the Owners directly and shall not form part of the common expenses.
- (e) 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 of the common elements, save as in respect to any common element areas of the Corporation which constitute part of the Shared Facilities which shall be shared between the Corporation and the owner(s) of the Commercial Lands, as further stated herein.
- (f) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice services required by the Corporation in the performance of its objects, duties and powers.
- (g) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- (h) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation, in accordance with the Act and this Declaration.
- (i) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- (j) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual Units.
- (k) All expenses incurred by the Corporation in enforcing any of the by-laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, licensees, residents or invitees.

# **SCHEDULE "F"**

The owner(s) of each Unit shall have the exclusive use, subject to the provisions of the Act, the Declaration, the By-laws and rules of the Corporation and any rules and regulations passed pursuant thereto, of the following areas:

#### **PATIO**

The Patios on Level 1 (lower floor), being exclusive use portions of the common elements with the prefix "P" are illustrated on Part 2, Sheet 1 of the Description. Each of the owners of Units 1 to 7, both inclusive, Units 10 to 14, both inclusive, on Level 1 shall have the exclusive use of the patio identified by the number corresponding to the Unit with the prefix "P".

# **BALCONY/TERRACE**

The owner(s) of Units 1 to 14, inclusive on Level 1 (upper floor), Units 1 to 36, both inclusive, on Level 2, Units 1 to 72, both inclusive, on Levels 3 and 4, Units 1 to 78, both inclusive, on Levels 5 and 6, Units 1 to 76, both inclusive, on Levels 7, 8 and 9, Units 1 to 75, both inclusive, on Level 10, Units 1 to 30, both inclusive, on Level 11, Units 1 to 78, both inclusive, on Levels 12, 13 and 14, Units 1 to 66, both inclusive, on Levels 15 and 16, Units 1 to 58, both inclusive, on Level 17, Units 1 to 59, both inclusive, on Level 18, Units 1 to 33, both inclusive, on Level 19, Units 1 to 34, both inclusive, on Level 20 and 21, Units 1 to 33, both inclusive, on Levels 22 to 29, both inclusive, shall have the exclusive use of a balcony/balconies and/or terrace to which said units provide sole and direct access.

# SCHEDULE "G" CERTIFICATE OF ARCHITECT OR ENGINEER

(under clause 8 (1) (e) or (h) of the Condominium Act, 1998)

I certify that: [Strike out whichever is not applicable: Each building on the property OR (In the case of an amendment to the declaration creating a phase: Each building on the land included in the phase 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) 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. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor. 2. Except as otherwise specified in the regulations, walls and ceilings of the common elements, 3. excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering. 4 All underground garages have walls and floor assemblies in place. OR There are no underground garages. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires 5. a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit. **OR** There are no elevating devices as defined in the Elevating Devices Act, except for elevating devices contained wholly in a unit and designed for use only within the unit. All installations with respect to the provision of water and sewage services are in place. 6. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided. All installations with respect to the provision of air conditioning are in place. 8. OR  $\Box$ There are no installations with respect to the provision of air conditioning. 9. All installations with respect to the provision of electricity are in place. 10. □ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories. OR There are no indoor and outdoor swimming pools. 11. 🗆 Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place. DATED this..... day of ....., , ...... (signature) ..... (print name) (Strike out whichever is not applicable:

Architect / Professional Engineer)

#### **SCHEDULE II**

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

#### **BY-LAW NO. 1**

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

#### **ARTICLE I - DEFINITIONS**

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

#### **ARTICLE II - SEAL**

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

#### **ARTICLE III - REGISTER**

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

#### **ARTICLE IV - MEETING OF MEMBERS**

- Annual General Meetings: The annual general meeting of the owners shall be held at such place within the City of Toronto, and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual general meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual general meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. The board shall hold an annual general meeting not more than three (3) months after the registration of the declaration and description and subsequently within six (6) months of the end of each fiscal year of the Corporation.
- 4.02 The First Meeting: The first annual general meeting shall be held not more than three (3) months after the registration of the declaration and description. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual general meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be fixed by the owners, or by the board if authorized to do so by the owners, but the remuneration of an auditor appointed by the board shall be fixed by the board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.
- 4.03 Interim Meeting of the First Board: The first board as appointed by the declarant shall call and hold a meeting of owners by the later of thirty (30) days after the day on which the declarant has transferred twenty percent (20%) of the units and ninety (90) days after the day on which the declarant transfers the first unit in the Corporation. At such interim meeting, the owners other than the declarant may elect two (2) directors to the first board to hold office in addition to the directors appointed by the declarant even if the addition of an elected director results in more directors on the board than the declaration allows. The quorum for such interim meeting shall be constituted when the quorum requirements for such meeting set out in the Act are met. Such a meeting is not required to be called if by the day set for the meeting, the declarant no longer owns a majority of the units and advises the board in writing of that fact.
- 4.04 <u>Turnover Meeting</u>: The board, elected or appointed at a time when the declarant owns a majority of the units, shall, not more than twenty-one days after the declarant ceases to be the owner of a majority of the units, call a meeting of the owners to elect a new board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting (the "turnover meeting"). If the turnover meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At this meeting, the declarant or its agents shall give to the new board elected at that meeting the seal of the Corporation and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to Section 43 of the Act.

Furthermore, within 60 days after the turnover meeting, the declarant shall give the board an audited financial statement prepared as at the date of such meeting.

- 4.05 <u>Special Meetings</u>: The board may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The board shall, upon receipt of a requisition in writing made by owners who together own at least fifteen (15%) per cent of the units, are listed in the record maintained by the Corporation under s.47(2) of the Act and are entitled to vote, call and hold a meeting of the owners within thirty five (35) days of receiving the requisition or add the business to be transacted to the agenda of the next annual general meeting if the requisitionists request or consent. If such meeting is not called and held, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within forty five (45) days of the day on which the meeting is called, and the Corporation shall, upon request by the requisitionist who called the meeting, reimburse the such requisitionist for the reasonable costs incurred in calling the meeting. If the nature of business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director proposed to be removed, the name of the director, the reasons for removal and whether the director occupies a position on the board that under subsection 51(6) of the Act is reserved for voting by owners of owner-occupied units.
- 4.06 Notices: Notice of the time, place, and date of the turnover meeting, and each annual general or special meeting, shall be served on an owner not less than fifteen (15) days before the day on which the meeting is to be held, to each owner who has notified the Corporation in writing of the owner's name and address for service and whose name appeared on the record at least twenty (20) days before the date of such meeting, and served on each mortgagee of a unit who under the terms of the mortgage has the right to vote at a meeting of the owners in place of the unit owner and has notified the Corporation in writing of the right and the mortgagee's name and address. Each notice of meeting, as hereinbefore required, shall be in writing and have the content required by subsection 47(7) of the Act and shall be served in accordance with subsections 47(4) and (5) of the Act, as the case may be. Prior to serving the notice to call a meeting of the owners, a preliminary notice shall be served on an owner at least twenty (20) days before the subsequent notice of meeting of owners described therein to each owner and mortgagee whose names appeared on the record at least five (5) days before the day the preliminary notice is given. Each preliminary notice shall have the content required by section 45.1 of the Act.
- 4.07 <u>Reports and Financial Statements</u>: The Corporation shall attach to the notice of the annual general meeting a copy of the financial statements and auditor's report. A copy of the minutes of the meeting of owners and of the board shall, within ten (10) days of such meeting, be furnished to each mortgagee who has, in writing, requested same.
- 4.08 Persons entitled to be present: The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, the auditor of the Corporation, the directors and officers of the Corporation, others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of a majority of those present at the meeting.
- 4.09 Quorum: At any meeting of owners, including, without limitation, an interim meeting referred to in Section 4.03 above, a turnover meeting referred to in Section 4.04 above and an annual general meeting referred to in Section 4.01 above, a quorum shall be constituted when the quorum requirements for such particular meeting set out in the Act are met. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned. Notice of the time, day and place of the reconvening of such adjourned meeting shall be given in accordance with the Act.
- Right to vote: At each meeting of owners, and subject to the restrictions in Section 4.14 of 4.10 this Article, every owner of a unit shall be entitled to vote, if he is entitled to receive notice of the meeting and is otherwise entitled to vote at the meeting. A mortgagee entitled to receive notice of a meeting of owners has the right to vote at a meeting in the place of the unit owner or exercise the right, if any, of the unit owner to consent in writing if the mortgagee gives notice to the Corporation at least four (4) days before the date of the meeting of the mortgagee's intention to exercise the right. If there is more than one mortgagee entitled to vote in respect of one unit, the mortgagee who has priority shall be entitled to vote in respect of the unit, and if that mortgagee fails to exercise the right then the mortgagee who is next in priority may exercise the right. If none of the mortgagees who have the right to vote exercises the right, then the unit owner has the right to vote at a meeting of the owners subject to subsection 51(1) of the Act or to consent in writing. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit are evenly divided on how to exercise their vote, the vote in respect of that unit shall not be counted.
- 4.11 <u>Method of voting</u>: At any annual general, special or turnover meeting, any question shall be decided by (i) a show of hands, personally or by proxy; or (ii) a recorded vote, that is marked on a

ballot cast personally or by a proxy, marked on an instrument appointing a proxy or indicated by telephonic or electronic means. A recorded vote may be requested by a person entitled to attend such meeting as aforesaid either before or promptly after the vote. Unless a recorded vote is so requested, a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a recorded vote once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by recorded vote only.

- 4.12 <u>Representatives</u>: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may exercise the owner's vote in the same manner and to the same extent as such owner. Should there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 4.14 of this Article shall apply.
- 4.13 Proxies: Every owner or mortgagee entitled to vote at meetings of owners, may, by instrument in writing, appoint a proxy for a particular meeting of owners, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing and shall be in the prescribed form described in the Regulations. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority. An instrument appointing a proxy for the election or removal of a director at a meeting of owners shall state the name of the directors for and against whom the proxy is to vote.
- 4.14 <u>Co-owners</u>: If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, they shall vote in agreement with each other, or by majority of those entitled to vote in respect of the unit, failing which the vote for such unit shall not be counted.
- 4.15 <u>Votes to govern</u>: At all meetings of owners every question shall, unless otherwise required by the Act, the declaration or the by-laws, be decided by the majority of the votes cast on the question, as set out in Section 4.10 of this Article.
- 4.16 <u>Entitlement to Vote</u>: Except where, under the Act or the by-laws of the Corporation, the unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his unit are in arrears for thirty (30) days or more prior to the meeting. However, any owner not entitled to vote as aforesaid, may vote if the Corporation receives payment of the arrears with respect of the owner's unit before the meeting is held.
- 4.17 <u>Electronic Meetings</u>: A meeting of owners may be held by telephonic or electronic means and an owner or a mortgagee entitled to vote at meetings of owners, who, personally or by proxy, through those means, votes at the meeting or establishes a communications link to the meeting shall be deemed, for the purposes of the Act, to be present at the meeting or represented by proxy, as the case may be.
- 4.18 <u>Minutes</u>: While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of owners, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:
- (a) the date, time and place of meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chairman and Secretary of the meeting;
- (d) the confirmation of the due calling of the meeting
- (e) confirmation of quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chairman of the meeting.

#### **ARTICLE V - CORPORATION**

- 5.01 <u>Duties of the Corporation</u>: The duties of the Corporation shall include, but shall not be limited to the following:
- (a) controlling, managing and administering the common elements and the assets of the Corporation;
- (b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition including, without limiting the generality of the foregoing, the following:
  - (i) attending to the payment of the Corporation's Proportionate Share of the Shared Servicing Systems, the Specific Servicing Easements, the POPS, the Private Road, the Laneway, the Laneway Garage Door, the Common Interior Walkways, the Exterior Landscaped Areas, the Loading Dock, the Shared Service Doors, the Shared Service Corridors, the Storm Tank, the Emergency Generator; the Fire Sprinkler System(s) and the Environmental Measures pursuant to the provisions of the Declaration and the Easement and Cost Sharing Agreement and this by-law;
  - (ii) complying with the provisions of the Easement and Cost Sharing Agreement entered into or to be entered into between the Corporation and the owner(s) of the Commercial Lands;
  - (iii) complying with the rights and easements contained in the Land Titles Parcel Register for the Property;
- (c) collecting the common expenses assessed against the owners;
- (d) arranging for the supply of heat, hydro and water services to the common elements and the units, if required, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of such heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reasons of the breach of such duty;
- (e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by laws;
- (f) repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and the by laws;
- (g) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
- (i) effecting compliance by the owners with the Act, the declaration, the by-laws, and the rules;
- (j) pursuant to s.76(1) of the Act, providing a status certificate in the prescribed form, and such statements and information as may be prescribed by the Act and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act) for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the declarant with such certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee whatsoever.
- (k) pursuant to s. 93 of the Act, establishing and maintaining one or more reserve funds for the purpose of major repair and replacement of the common elements and assets of the Corporation, and pursuant to s. 94 of the Act, conducting periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
- (I) pursuant to s. 44 of the Act, retaining a person who holds a certificate of authorization within the meaning of the Professional Engineers Act or a certificate of practice within the meaning of the Architects Act to conduct a performance audit of the common elements described in the description on behalf of the Corporation no earlier than six months, and no later than 10 months, following the registration of the declaration and description.

Any of the foregoing prescribed duties shall be limited in their application by any contrary provision contained in the declaration, including those which purport to divide these responsibilities and duties between the Corporations.

- 5.02 <u>Powers of the Corporation</u>: The powers of the Corporation shall include, but shall not be limited to, the following:
- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of the rules concerning the operation and use of the property;
- (c) employing a manager at the compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;
- (e) investing the monies held in the reserve fund or funds by the Corporation, provided that such investment shall be those permitted by the Act;
- (f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan to the common expenses, each such borrowing or loan which exceeds an amount equal to one month's common expenses being subject to approval by the unit owners at a meeting duly called for the purpose;
- (h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- (i) subject to the provisions of the declaration to the contrary, to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the board in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
- (j) to lease, or to grant or transfer an easement, right of way or license through, over, upon or under any part or parts of the common elements and/or releasing and abandoning any appurtenant easement(s) or right(s) of way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, except those parts of the common elements over which any owner has the exclusive use, on the express understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, licence, easement or right of way, or release of easement may be executed on behalf of the Corporation by an authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto.

#### **ARTICLE VI - BOARD OF DIRECTORS**

- The affairs of the Corporation shall be managed by the board.
- 6.02 <u>Number and Quorum</u>: Until amended by by-law, the number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.
- Qualifications: Each director shall be a unit owner, shall be eighteen (18) or more years of age, shall not have the status of bankrupt, shall not have been found, under the Substitute Decision Act, 1992, the Mental Health Act, to be incapable of managing property, shall not, subject to the Regulations, have been found incapable by any court in Canada or elsewhere, and shall comply with the disclosure obligations prescribed under the Act and/or the Regulations within the prescribed time. If a certificate of lien is registered under subsection 85(2) of the Act against his unit and not discharged under subsection 85(7) of the Act within ninety (90) days, he shall thereupon cease to be a director.

- Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect directors, one (1) director shall be elected to hold office for a term of (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to the position of Director of Owner Occupied Units, as defined in Section 6.15 hereof, shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director(s) receiving the greater votes shall complete the longest remaining terms of the resigning directors subject to Section 6.15 below. At each annual general meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
- 6.05 Removal of Directors: A director may be removed before the expiration of his term by a vote of owners who together own a majority of units, and the owners may elect at any annual general or special meeting any qualified person in the place of any director who has been so removed, or who has died or resigned, for the remainder of his term.
- 6.06 <u>Filling of Vacancies</u>: If a vacancy in the membership of the board of directors occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual general meeting, at which time the vacancy shall be filled by election by the owners. However, if a vacancy arises and there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no directors in office, the meeting may be called by any owner.
- Calling of Meetings of the Board of Directors: Meetings of the board shall be held from time to time at such place and at such time and on such day as the President and Vice-President (who is a director), or any two directors, may determine; and the Secretary shall call meetings when directly authorized by the President and by the Vice-President (who is a director), or by any two directors. In addition to any other provision in the by-laws, a quorum of directors may at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by prepaid mail or by telegraph to each director not less than ten (10) days before the time when the meeting is to be held and shall state the time and place of the meeting and the general nature of the business to be discussed at the meeting, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or otherwise signified in writing their consent to the holding of such meeting.
- 6.08 <u>Regular Meetings</u>: The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.
- 6.09 <u>Meeting by Teleconference</u>: A meeting of the directors may be held by teleconference or another form of communications system if all of the directors consent to the means used.
- 6.10 <u>First Meeting of New Board</u>: The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners at which the directors of the board were elected, provided a quorum of directors is present.
- Disclosure by Directors of Interest in Contracts: Every director of the Corporation who 6.11 has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or at the first such meeting that the interested director attends, or if the director becomes interested after the contract or transaction is entered into at the next meeting of directors. Subject to the Act, such director shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum and shall not be present during the discussion at the meeting. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If a director has made a declaration or disclosure of his interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of director, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within five (5) years before the date of the contract or transaction or the proposed contract or

transaction, the director shall disclose the cost of the property to the seller, to the extent which such information is within the director's knowledge or control.

- 6.12 <u>Standard of Care</u>: Every director and officer shall exercise the powers and discharge the duties of his office honestly and in good faith, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- Protection of Directors and Officers: No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.
- 6.14 <u>Indemnity of Directors and Officers</u>: Every director or officer of the Corporation and their respective heirs, executors, administrators, estate trustees and other legal representatives and successors, shall at all times be indemnified and saved harmless by the Corporation from and against:
- (a) all costs, expenses, charges, damages and liabilities which such director or officer suffers, sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done, omitted to do or permitted to be done by him in connection with the execution of the duties of his office (hereinafter collectively referred to as the "Liabilities"); and
- (b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;

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

- Oirector of Owner Occupied Units: Provided at least 15% of the units are owner occupied units on or after the time at which the board is required to call the turnover meeting, the owners shall elect one director to a position reserved for a director elected solely by the owners of owner occupied units (the "Director of Owner Occupied Units") as required by section 51(6) of the Act. Only owners of units that are owner occupied shall be entitled to vote for the position of Director of Owner Occupied Units. If a vacancy of the position of Director of Owner Occupied Units arises, then the owners of units that are owner occupied shall elect a director to fill the vacancy for the remainder of the term. Any notice of meeting in relation to the election of directors shall state that one position on the board is reserved for voting by owners of owner occupied units and indicate the persons, if any, which have notified the board in writing as of the day before the notice is sent that they intend to be candidates for the Director of Owner Occupied Units position.
- 6.16 <u>Minutes</u>: While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:
- (a) the date, time and place of meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chairman and Secretary of the meeting;
- (d) the confirmation of the due calling of the meeting
- (e) confirmation of quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chairman of the meeting.

#### **ARTICLE VII - OFFICERS**

- 7.01 <u>Elected Officers</u>: At the first meeting of the board and after each election of directors, the board shall elect from among its members a President and a Secretary. In default of such election, the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.
- 7.02 <u>Appointed Officers</u>: From time to time the board may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be known as Secretary-Treasurer.
- 7.03 <u>Term of Office</u>: Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.
- 7.04 <u>President</u>: The President shall, when present, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.
- 7.05 <u>Vice-President</u>: During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe from time to time.
- 7.06 <u>General Manager</u>: The General Manager, if one be appointed, shall be responsible for the general management and direction of the Corporation's business affairs, subject to the overriding authority of the board and the supervision of the President, and shall have the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration.
- 7.07 <u>Secretary</u>: The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in the books kept for that purpose, minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the board.
- 7.08 <u>Treasurer</u>: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, he shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. He shall render to the board at any meeting thereof, or whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.
- 7.09 Other Officers: The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.
- 7.10 <u>Agents and Attorneys</u>: The board may have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as the board, in its sole discretion, may think fit.
- Disclosure by Officers of Interest in Contracts: Every officer of the Corporation who is not a director and has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the first meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or if the officer becomes interested after the contract or transaction is entered into at the next meeting of directors. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If an officer has made a declaration or disclosure of his interest, then such officer, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of officer, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not

voidable by reason only of the officer's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within five (5) years before the date of the contract or transaction or the proposed contract or transaction, the officer shall disclose the cost of the property to the seller, to the extent which such information is within the officer's knowledge or control.

#### **ARTICLE VIII - BANKING ARRANGEMENTS & CONTRACTS**

- Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank located in Ontario listed under Schedule I or II to the Bank Act (Canada) or trust company authorized by law to receive money on deposit as the board may designate, appoint or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties hereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.
- 8.02 <u>Execution of Documents</u>: Subject to the provisions of the Act, deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the board may, subject to the provisions of the Act, at any time and from time to time direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the Corporation may or shall be signed.
- 8.03 <u>Execution of the Status Certificate</u>: Certificates provided pursuant to Section 76(1) of the Act may be signed by any officer or any director of the Corporation, provided that the board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

#### **ARTICLE IX - FINANCIAL**

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

#### **ARTICLE X - NOTICE**

- 10.01 <u>Method of giving notice</u>: Except as otherwise specifically provided in the Act, the declaration, or the by-laws, any notice, communication or other document, including budgets and notices of assessment required to be given or served shall be sufficiently given, if given in accordance with the following:
- (a) to an owner, by giving same to him, or to any director or officer of the owner, either:
  - (i) personally;
  - (ii) by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner for the Corporation's register, or if no such address has been given, then to such owner at his respective unit;
  - (iii) by facsimile transmission or any other method of electronic communication if the owner agrees in writing that the party giving the notice may give the notice by that method; or
  - (iv) delivered at the owner's unit or at the mailbox for the unit unless the party giving the notice has received a written request from the owner that the notice not be given in this manner and the address for service given by such owner for the Corporation's register is not the address of the owner's unit;
- (b) to a mortgagee who has notified the Corporation of his interest in any unit, by giving same to him, or to any officer or director of such mortgagee, either:
  - (i) personally;
  - (ii) by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
  - (iii) by facsimile transmission or any other method of electronic communication if the

- mortgagee agrees in writing that the party giving the notice may give the notice by that method:
- (c) to the Corporation, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as set out in the declaration, or as changed in accordance with the requirements of the Act.
- 10.02 If any such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed.
- 10.03 Omissions and Errors: Except as provided in the Act, the accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

#### **ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

- 11.01 <u>Duties of the Board Re Common Expenses</u>: The common expenses as provided for in the Act and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule "D" of the declaration. The board shall, from time to time, and at least once annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board shall allocate and assess such common expenses as set out in the budget for such period, among the owners, according to the proportions in which they are required to contribute to same, and such common expenses shall be payable monthly on the first day of each month during the fiscal year.
- 11.02 <u>Duties of the Board Re Reserve Fund</u>: In addition to the foregoing, the board shall, subject to the provisions of the declaration which may qualify or limit such obligation, make provision for the reserve fund in the annual budget, for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Moreover, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation in accordance with s. 94 of the Act.
- 11.03 <u>Notice of Common Expenses to Owners</u>: The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the register, in accordance with the by-laws of the Corporation.
- 11.04 Owner's obligations: Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner, in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of twelve post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates. Alternately, the Corporation may require the owner to establish a pre-authorized debit whereby the Corporation or the property manager shall debit from the owner's account, the monthly common expense contribution. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his family and/or their invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.
- 11.05 Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget, for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s) on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment, and each owner's proportionate share of the extraordinary assessment shall be payable by each owner within ten (10) days from the date of receipt of such notice, or within such further period of time and in such instalments as the board may otherwise determine.
- 11.06 <u>Conveyance of unit</u>: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of such unit

#### 11.07 Default in payment of assessment:

- (a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of four (4%) percent per annum above the prime lending rate charged by the Corporation's bank to its best risk commercial customers, and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessment levied against him, for a period of fifteen (15) days, the board may bring legal action for or on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between a solicitor and his own client.

#### **ARTICLE XII - DEFAULT**

- 12.01 <u>Notice of Unpaid Common Expenses</u>: The board whenever so requested in writing by an owner or mortgagee entered on the register, shall promptly report to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner and any other moneys claimed by the Corporation against any owner which are thirty (30) days past due.
- 12.02 <u>Notice of Default</u>: The board, when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each registered mortgagee of such unit who has requested that such notices be sent to him.
- 12.03 <u>Notice of Lien</u>: Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to s.85(1) of the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against the title of the unit, by personal service of the notice or by sending the notice by registered prepaid post addressed to the encumbrancer at his last known address.

#### **ARTICLE XIII - HOUSE RULES**

- Rules Governing the Use of Units and Common Elements: The board may make rules respecting the use of common elements and units, in order to promote the safety, security and welfare of the owners and of the property and assets of the Corporation, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation. Any rule made by the board shall be effective the day after the thirtieth (30<sup>th</sup>) day after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of owners to consider the rules. If such a meeting of owners is required, then the rules shall become effective only at the earlier of: (i) the time at which a quorum is not present at the first attempt to hold the meeting, and (ii) the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at said meeting. However, any rule or amendment that has substantially the same purpose or effect as a rule previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.
- 13.02 <u>Compliance and Amendment of Rules</u>: The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose; and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.
- 13.03 <u>Notice of Rule</u>: Upon making, amending or repealing a rule, the board shall give notice of it to the owners which shall include a copy of the rule as made, amended or repealed, a statement of the date that the board proposes that the rule will become effective, a statement that the owners have the right to requisition a meeting under section 46 of the Act, and a copy of the text of sections 46 and 58 of the Act.

#### **ARTICLE XIV - MISCELLANEOUS**

- 14.01 <u>Invalidity</u>: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- 14.02 <u>Gender</u>: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, wherever the context so requires.
- 14.03 <u>Waiver</u>: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 14.04 <u>Headings</u>: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience or reference only.

having been approved by the directors o	CORPORATION NO. * hereby enacts the foregoing by-law f the Corporation and confirmed without variation by the units pursuant to the provisions of the Condominium Act,
DATED this day of, 20	<u>-</u> .
	TORONTO STANDARD CONDOMINIUM CORPORATION NO. *
	Per:
	Name:
	Title:
	Per:
	Name:
	Title:
	I/We have the authority to bind the Corporation.

#### **SCHEDULE III**

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

#### BY-LAW NO. 2

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

The directors of the Corporation may from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation;
- (c) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation;
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any Corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation;
- (e) provided that any borrowing which would result in total borrowing aggregating more than TEN THOUSAND (\$10,000.00) DOLLARS shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners, subject to any provision in the declaration of the Corporation which requires the Corporation to borrow an amount in excess of TEN THOUSAND (\$10,000.00) DOLLARS, in which case no such approval shall be required.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. \* hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, as amended.

DATED this c	lay of	, 20
		TORONTO STANDARD CONDOMINIUM CORPORATION NO. *
		Per: Name: Title: President
		Per: Name: Title: Secretary
		I/We have the authority to bind the Corporation.

# **SCHEDULE IV**

# **CONDOMINIUM MANAGEMENT AGREEMENT**

В	ETWEEN:	
ı	TORONTO STANDARD CONDOMINIUM CORPORATION NO	).
<b>A</b> ]	N D:	

BROOKFIELD CONDOMINIUM SERVICES LTD.

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#### **CONDOMINIUM MANAGEMENT AGREEMENT**

THIS AGREEMENT made the day of , 201

BETWEEN:

#### TORONTO STANDARD CONDOMINIUM CORPORATION NO.

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

#### BROOKFIELD CONDOMINIUM SERVICES LTD.

(hereinafter called the "Manager")

OF THE SECOND PART

**WHEREAS** the Corporation has been created pursuant to the *Condominium Act*, 1998, S.O. 1998, C.19 as amended by registration of a Declaration and a Description in the Land Registry Office of the Land Titles Division of Toronto, the common elements and units of which are located at 177 Front Street, Toronto, Ontario, (hereinafter called the "Property");

**AND WHEREAS** the Corporation desires the Manager to manage the affairs, the Property and the assets of the Corporation, and the Manager desires to do so, in accordance with the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and other valuable consideration, the Corporation appoints the Manager and the Manager hereby accepts appointment as the exclusive Manager of the affairs, the Property and the assets of the Corporation on the terms and conditions hereinafter set forth:

#### I. <u>NOMENCLATURE</u>

Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the *Condominium Act*, 1998, S.O. 1998, c. 19 as amended, and the regulations made thereunder (hereinafter called the "Act"). Any reference to the Declaration, the By-laws or the Rules is a reference to the applicable document of the Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefor up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement. Whenever reference is made in this Agreement to any statute or regulation or section of a statute or section of a regulation, such reference is deemed to extend and apply to any amendments to the statute or regulation or section of the statute or regulation or re-enactment of the statute or of the regulation or of section of the statute or regulation, as the case may be.

#### II. <u>TERM</u>

The term of this Agreement shall extend from the day of , 201 until the day of , 201 and thereafter shall continue in full force and effect from year to year unless terminated in accordance with Article XVI hereof.

# III. ROLE OF MANAGEMENT

The Manager fully accepts that its function is to assist the Board of Directors (hereinafter called the "Board") in the operation and administration of the Corporation and of the Property and assets of the Corporation and accepts the relationship of trust and confidence established between itself, the Board and the owners of the units by virtue of entering into this Agreement. The management of the Property shall be subject to the specific instructions of the Corporation as expressed by its Board and to each and every term and condition contained in this Agreement. The Agreement Documents consist of this Agreement, the Declaration, the By-laws, the Rules, and the Reciprocal Agreement (if any) and the resolutions of the Board that affect, directly or indirectly, any obligation, authorization or right imposed or conferred on the Manager by this Agreement. Changes to any Agreement Documents (including any new resolution of the Board which constitutes an Agreement Document) made or passed subsequent to the date hereof require the concurrence of the Manager insofar as such changes increase its obligations, authorizations or rights under this Agreement.

With respect to commitments binding upon the Corporation, the Manager is an independent contractor, except as that relationship may be changed to that of an agent pursuant to a valid resolution of the Board or under the express terms and conditions of this Agreement, but otherwise not until the Manager has received evidence in writing of such change in its legal relationship. All contracts of the Corporation shall be executed by an authorized signing officer (or officers) of the Corporation.

The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, including administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, the Agreement Documents and with Federal, Provincial and Municipal laws and regulations, and all binding court or tribunal orders, judgments or decrees, and all directives, policies, rules and orders given by any government agency or regulatory body, all as these pertain to or are binding on the operation of the Corporation and of the Property. The Manager acknowledges that it is familiar with the terms of the Act and the Agreement documents.

# IV. SPECIFIC DUTIES OF THE MANAGER

The Manager shall perform the following specific duties, subject to the direction of the Board:

### (a) Corporation Funds

Collect and receive on behalf of the Corporation all monies payable by the Owners or others to the Corporation and deposit the same forthwith in a separate bank account, designated as the "General Operating Account", in the name of the Corporation with a Canadian Chartered Bank or Trust Company subject to the overall control of the Board with signing authority to be as directed by the Board from time to time. All such monies shall thereafter be held in the General Operating Account and administered by the Manager and used to:

- (i) pay for insurance coverage and any appraisals in connection therewith required of the Corporation in accordance with the provisions of the Act, the Declaration and By-laws, including Director's Liability Insurance and Crime Insurance covering the Corporation's signing officers;
- (ii) pay the expenses of operating, maintaining and repairing the Property as provided in this Agreement. If the Manager has signing authority for all utility bills, and should the Manager fail to pay any properly incurred utility bills by their due date and such late payment result in a financial penalty or interest charge to the Corporation, the Manager shall be directly liable to the Corporation for such penalty or interest charge;
- (iii) deposit to the credit of the Corporation in a separate bank account for major repair and replacement of the common elements and assets of the Corporation, on a monthly basis or as otherwise directed by the Board, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement to the Reserve Fund, as well as any cash arising from the investment of Reserve Fund monies (whether as interest, payment at maturity or redemption, proceeds of sale or otherwise); and ensure that the monies so deposited are used only for Reserve Fund expenditures in accordance with subsection 93(2) of the Act, and that such monies are not used in the payment of operating expenses and that such monies shall only be invested in eligible securities prescribed in accordance with an investment plan developed in conjunction with the Board pursuant to Subsections 115 (6), (7) and (8) of the Act;
- (iv) pay such other costs or expenses properly chargeable to a bank account of the Corporation as are contemplated in the other provisions of this Article IV; and
- (v) prepare cheques or transfer funds by electronic means, for the payment of all expenses properly incurred by or on behalf of the Corporation.

#### (b) Maintenance and Repair of Property

Arrange, subject to Article XII hereof, for the effective and economical operation, maintenance and repair of the Property and the assets of the Corporation in accordance with the Agreement Documents, including, without limiting the generality of the foregoing:

- (i) arrange for the supply, as required, of natural gas, electricity, water and other utilities services;
- (ii) endeavor to comply with the enforcement of any regulations and requirements of the Federal, Provincial and Municipal Authorities having jurisdiction (including, without limitation, Police and Fire Departments and the local Board of Health), as well as with all binding court or tribunal orders, judgments or decrees, which affect the Property and of which the Manager has been notified;
- (iii) maintain and repair, or cause to be maintained and repaired, those parts of the Property and the assets of the Corporation which require maintenance and repair in accordance with the Act and the Agreement Documents; including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and interior painting, alterations necessary in connection with maintaining the Property in a functional condition;
- (iv) carry out the foregoing duties by means of employees of the Manager or the Corporation and/or independent contractors, in each instance, as may be more effective or economical for the Corporation;
- (v) maintain, on behalf of and at the expense of the Corporation, such staff personnel, contractors or subcontractors (in the latter's capacity as the employers or contracting party) as may be required at all times to carry on, promptly and efficiently the foregoing duties and any requirements and instructions of the Board; and
- (vi) the Manager shall also recommend and arrange for the performance of Reserve Fund Studies as may be required from time to time pursuant to Section 94 of the Act, subject to the approval of the Board.

#### (c) **By-law Enforcement**

Take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Declaration, the By-laws and the Rules in accordance with standing instructions obtained by the Manager from the Board or, if these instructions are inadequate in any particular situation, in accordance with directions sought by the Manager from the President of the Corporation or, in the latter's absence, the next officer in seniority; and, when directed to do so by the Board, initiate at the expense of the Corporation, legal enforcement proceedings through the Corporation's solicitor.

# (d) **By-law Advisement**

Advise and consult with the Board with respect to any further By-laws or Rules which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property and the Corporation for the common benefit of the Owners.

#### (e) Communication to the Owners

Communicate to the Owners and/or residents, in accordance with the directions of the Board or an appropriate officer of the Corporation, any announcement and the text and import of any new By-law or Rule, or any amendment to the Declaration or any By-law or Rule.

#### (f) Insurance and Claims

(i) Obtain for submission to the Board a minimum of three quotations by the Corporation's selected broker for all insurance policies of the Corporation due to expire; make arrangements to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Agreement Documents or the Board;

- (ii) Unless the Board has assumed the responsibility of deciding the details of the Corporation's insurance coverage, ensure that such coverage conforms with the requirements of the Agreement Documents;
- (iii) Take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its on-site employees are made aware and which may result in:
  - (1) any claim by the Corporation under any of its insurance policies;
  - (2) any claim by the Corporation against an owner for damage resulting from the owner's default in the performance of an obligation to maintain and repair; or
  - (3) any other claim by or against the Corporation (such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence); and
- (iv) Monitor and report to the Board, or if prompt action is required, to an appropriate officer of the Corporation, developments in the processing of insurance or other claims by or against the Corporation, and see that the rights of the Corporation in respect of such claims are protected, including the filing of a notice of claim but excluding the adjusting of any loss.

#### (g) Inadequate Performance by Contractors

Use reasonable diligence, by direct inspection or giving direction to the Superintendent and or Maintenance Supervisor, if any, to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices where services are properly performed and/or materials provided in accordance with the contract.

#### (h) Construction Liens

Retain or cause to be retained holdbacks required by the Construction Lien Act, and use its best efforts to ensure that no claim or lien shall be filed against the title to the Property in respect of any work which may be carried out on behalf of the Corporation and, if a claim or lien shall be filed in respect of such work, inform the Board and forthwith take all necessary steps to have the same removed and discharged.

#### (i) **Employees of the Corporation**

Save and except for those employees described in Paragraph IV (j) whose wages and employment expenses shall be borne by the Manager, the Manager shall

- (i) on the basis of budget allocation and job description approved by the Board and observance of applicable legal requirements, advertise for, recruit, interview, investigate, evaluate and hire at the expense of Corporation qualified and competent applicants for on-site employment required for the efficient operation and maintenance of the Property and the physical assets of the Corporation, including, without limitation, administration, supervision, security, repair and cleaning unless such functions have been contracted with independent contractors;
- (ii) in the name of the Corporation, hire as employees of the Corporation such of these applicants as are approved, with authority to dismiss them, only after the approval of the Board; instruct and train such employees (including where appropriate, technical instruction in the operation and maintenance of equipment on the Property); and monitor the performance of such employees and ensure the proper carrying out of their duties. All persons hired as employees of the Corporation to perform services for the Corporation are employees of the Corporation, except the Property Manager, the Assistant Property Manager and the Site Administrator who are the employee of the Manager. The Corporation assumes all risk and liability in respect of its employees. The Corporation fully indemnifies the Manager for any Loss suffered by the Manager with respect to the settlement or satisfaction of claims, either by adjudication or compromise,

which occur as a result of the Corporation's role in the employment of any employee of the Corporation. Notwithstanding the foregoing, where such claims relate to the alleged wrongful termination of such employee, the Corporation shall not be obligated to indemnify the Manager for any Loss with respect to such claims unless the Manager terminated such employee on the express written instruction of the Board. Where such employee has been terminated by the Manager without the express written instruction of the Board, the Manager shall indemnify the Corporation for any Loss with respect to the settlement or satisfaction of claims relating to such employee. For the purpose of this paragraph, Loss includes the amount of any principal sum, award, settlement or verdict, actually paid or payable, after making proper deduction for all recoveries and salvages. Loss also includes those costs incurred by the Manager or the Corporation in the investigation and defence of actions, claims or proceedings and appeals therefrom. Loss includes all costs taxed against the Manager or the Corporation in any civil suit defended by the Manager and any interest accruing after judgment. Notwithstanding the foregoing, Loss as it relates to any claim that the Manager may have against the Corporation pursuant to this subparagraph shall not include any risk or liability resulting from or related to negligence, fraud, illegal or dishonest act or omission or intentional harm or breach of this Agreement by the Manager;

- arrange for payment by the Corporation, as part of its operating expenses, the wages salaries, benefits and all other employment costs of the employees of the Corporation, including, without limitation, unemployment insurance, Workers' Compensation, Employer's Health Tax and Canada Pension Plan contributions and other employment costs and benefits as herein provided and the Corporation hereby acknowledges its liability in respect of such payments;
- (iv) at the option of the Board, provide to the employees of the Corporation the employment benefits as are provided by the Manager for other Condominium Corporations employees and bill the Corporation for the cost of such benefits and any applicable taxes;
- (v) indemnify the Corporation for any claim for additional compensation, damages and/or other payments that may be made against the Corporation by the Property Manager, upon the termination of employment of such persons or otherwise, the Manager hereby acknowledges that it, and not the Corporation, shall bear any liability arising from such claim and that this provision shall survive the termination of this Agreement; and
- (vi) maintain proper payroll records with respect to all employees of the Corporation; make payroll reports and returns required by law; and remit promptly to the proper authorities all deductions and payments for income tax, unemployment insurance, hospitalization, medical and other group coverage, Canada Pension Plan, Workers' Compensation, Employers' Health Tax, and any other deductions or payments which, from time to time, may be applicable to any such persons and/or the Corporation as the employer.

#### (j) Employees of the Manager

The Manager shall comply with the following terms and conditions with respect to the employees of the Manager:

(i) Supply at its own expense the full-time services of an Property Manager to be located in the offices of the Corporation. The office hours and days for the Property Manager shall be as agreed upon in writing between the Board and the Manager, and shall not be changed thereafter except where such change has been agreed upon in writing by the Board and the Manager. The Manager agrees that, at all times during which the Property Manager is working in the offices of the Corporation as set out above, the Property Manager shall not do work for any condominium corporation and/or client of the Manager other than the Corporation.

- (ii) The Manager further acknowledges and agrees that it shall be solely responsible for obtaining any necessary licenses and permits and for complying with any applicable federal, provincial and municipal laws pertaining to the employees, servants, or own agents it employs in carrying out the services under this Agreement and shall, where applicable, pay, deduct, and remit to the appropriate government authority income tax and employer and employee contributions, premiums and assessments for Canada Pension, Employment Insurance, Employer Health Tax and Workers Compensation in respect of its employees who provide services under this Agreement, and any similar deductions or payments which may from time to time be applicable to such employees.
- (iii) The Corporation hereby expressly acknowledges and agrees that the Manager has affected considerable monetary and non-monetary input and investment in its infrastructure organization, employees and business, and that the centerpiece of its effective management, continuing expertise, service and improvements is its employees. Accordingly, the Corporation hereby covenants and agrees that it will not knowingly solicit, hire, or engage, either directly or indirectly, any person that the Corporation knew or ought to have known was an employee of the Manager, and that was involved in the management of the Corporation immediately prior to the termination of this Agreement, for a period extending for eighteen (18) months after the cessation or termination of this Agreement and/or the Manager's arrangements or relationship with the Corporation, regardless of the manner in which that this Agreement and/or any such arrangements or relationship has ceased or terminated. In the event of the Corporation's breach of the preceding provision, then in addition to any other remedies available to the Manager at law or in equity, it is acknowledged and agreed that the Manager shall be entitled, as a matter of right, to injunctive relief in any court of competent jurisdiction, in pursuit of the enforcement of said provision.

#### (k) Materials, Equipment and Supplies

Subject to Article XII hereof, purchase on behalf of the Corporation such equipment, tools appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property; maintain a current list of all inventory, equipment and chattels of the Corporation as part of its records; and, in any such purchase or in any contract for services effected on behalf of the Corporation, ensure that the Corporation is given the benefit of any volume or other price or service advantage which the Manager has obtained from the supplier.

#### (1) Occurrence Report and Preventative Maintenance

- (i) Submit to the Board an occurrence report in respect of any significant accident, emergency, break down or other situation or occurrence which in the opinion of the Manager ought to be brought to the attention of the Board; and follow up the occurrence so reported by informing the Board of the disposition of such occurrence or as the Board may require;
- (ii) prepare, amend from time to time as required by circumstances, and, in each case, submit to the Board for approval a detailed schedule of the work to be performed by each person which the Corporation employs to work at the Property; assign to each such person on a regular basis the work contemplated by the work schedule and provide any needed directions; cause the Property Manager to conduct each month a complete walk through inspection of the common elements for the purpose of identifying items which at the time of the inspection require or in the near future following the inspection will require maintenance or repair; make arrangements for any corrective action; if required to do so by the Board, prepare and submit to the Board the monthly written inspection report on items noted in the Property Manager's inspections; prepare a checklist setting out the status of maintenance or repair work in progress; and maintain a record of contraventions of the Act, the Declaration, the By-laws and the Rules by Owners, residents and others which have come to the attention of the Property Manager and the steps taken to correct the situation; and

(iii) Except with respect to equipment the preventative maintenance of which is carried out by a third party pursuant to a contract with the Corporation, arrange for and maintain a preventative maintenance program for all major technical and electrical equipment and plumbing systems in accordance with the recommendations of manufacturers or suppliers thereof. The Manager shall also maintain general maintenance procedures and schedules to be followed by any employees of the Corporation. The Corporation shall make available to the Manager all shop drawings, as-built architectural and structural plans, maintenance and operating manuals for mechanical and electrical equipment and plumbing systems and such other documents as the Manager reasonably requires to carry out its duties that are in the Corporation's possession from time to time.

#### (m) Information and Emergency Situation

- (i) Receive communications from Owners, residents, mortgagees, Government agencies and other interested parties to the Corporation, which communications, when action is required by the Manager or the Board, shall be requested to be in writing, except in case of emergency; to the extent that the subject matter of any such communication is within the scope of the responsibilities and duties of the Manager under this Agreement, deal with and dispose of, or co-ordinate the dealing with and the disposition of, such matter, provided, however, that any matter involving a policy decision or an interpretation of the Agreement Documents shall be referred to the Board; and, refer to the Board any communications other than those which the Manager is required to receive and deal with;
- (ii) Keep the Board and Owners and Residents advised of the current telephone number or numbers at which an agent or employee of the Manager may be reached, at any time during normal business hours in respect of any infraction of the Agreement Documents or at any time during the day or night, in respect of any emergency involving any part of the Property or any assets of the Corporation; make all arrangements to deal promptly with such infractions and immediately with any such emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation; deal in the first instance with minor emergencies and infractions and forthwith report to the Board any major emergency or persistent, flagrant or serious violation of the Agreement Documents; it being understood that, if the Corporation informs the Manager of an occurrence which the Corporation considers to be an emergency of a major nature, the Manager shall take immediate steps to deal with such occurrence to the extent practicable, whether or not the Manager considers it to be correctly characterized as being of a major nature; and

#### (iii) Fire and Safety Procedures

Cause to be prepared and put into practice, by a qualified third party consultant a formal Fire Safety Plan which shall at the minimum include:

- 1) Compliance with the Ontario Fire Code;
- 2) Identification of all residents requiring assistance in the event of an emergency;
- 3) The formation and introduction of response team(s); and
- 4) Identification and elimination on a planned basis of hazards to safety.

#### (n) **Notice of Meetings**

At the request of the Board, schedule, arrange facilities and prepare all Notices and accompanying materials for all annual or special meetings of the Owners and deliver to the Owners and Mortgagees entitled thereto within the time(s) prescribed under the Act and the By-laws such notices and other information as are required in connection with the holding of such meetings; and at the expense of the Corporation, copy, distribute or post all notices, other information and other announcements to Owners or residents and distribute or post them in adequate time prior to the applicable event; announcement of work to be performed in the common elements, and cause an authorized representative of the Manager to attend all meetings of the Board and all meetings of owners unless otherwise directed by the Board.

#### (o) **Books and Records of the Corporation**

Keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property; furnish to the Board within eleven (11th) working days following the end of each month financial statements summarizing the transactions made during such month as more particularly described in paragraph (q) below; (the Manager hereby acknowledges that such books and records are the property of the Corporation).

#### (p) Annual Budget

Prepare and present to the Board for its approval at least two (2) months before the commencement of each fiscal year an estimated budget in writing for the following year in keeping with the budget guidelines previously adopted by the Board and to consult with the Board whenever it appears desirable or necessary to revise the Owners' contributions to the common expenses.

# (q) Financial Reporting

- (i) Provide the Board with monthly and year-to-date itemized unaudited financial statements by the 11<sup>th</sup> working day of each month showing:
  - (1) Corporation income on an accrual basis;
  - (2) dollar amount of common expense assessment collected;
  - (3) dollar amount of expenses by category on an accrual basis, as compared with budgeted expenses;
  - (4) the names of the Owners who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency;
  - (5) the names and amounts of all other delinquent accounts;
  - (6) particulars of accounts, term deposits, certificates and any other information respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principles as at the date of the financial statement;
  - (7) particulars of significant variations from budget;
  - (8) an income and expense statement; and
  - (9) a balance sheet.
- (ii) Prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation in accordance with the reasonable requests of the Board and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board or (if applicable) the Corporation's auditors.
- (iii) Provide the Treasurer of the Corporation on a monthly basis with a copy of the following:
  - (1) A general bank statement summary;
  - (2) A reserve fund bank statement summary;
  - (3) A bank reconciliation for the General Account;
  - (4) A bank reconciliation for the Reserve Account; and
  - (5) A detailed general ledger analysis.

# (r) The Register

Maintain a register in accordance with the Act; use its best efforts to keep an up-to-date record of the names and addresses of all unit Owners and the e-mail addresses of those unit Owners that have consented to receive notice by e-mail, those mortgagees who have notified the Corporation of their interest and of any tenants or other occupants of which the Manager has knowledge including any notices of summary of leases, copies of leases and renewal of leases provided in accordance with the Act (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to the Property Manager any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other person claiming an interest in any unit).

#### (s) Status Certificate

- (i) Upon receipt of a written request from any person and receipt of the fee, prepare for execution by the Board or, where a resolution of the Board authorizes the Manager to do so, by the Manager, and under the seal of the Corporation, a certificate with respect to such unit in the form and with the contents prescribed by such regulations (a "Status Certificate") and to issue such Status Certificate within the time limit prescribed by the Act;
- (ii) The Manager shall not be obligated or responsible for inspecting any of the units which are the subject of a request for a status certificate (nor any portion of the exclusive use common element areas appurtenant thereto), in order to determine whether any violation of the provision of the Act, or Corporation's Declaration, By-laws and/or Rules exists, prior to issuing any status certificate in connection therewith. It is expressly understood and agreed that the purchaser, mortgagee or other party or parties requesting a status certificate shall be solely responsible for undertaking any such inspections;
- (iii) Be responsible for the accuracy and completeness of all information included in a Status Certificate and related documentation, provided, however, that the Manager shall not be held liable for any error or omission in any Status Certificate if the same results from the failure of the Board to communicate to the Manager pertinent information that it has, either with respect to the specific unit or with respect to the Corporation in general, which should be taken into account in the preparation of a Status Certificate. Save as aforesaid, and notwithstanding the provisions of Article X, the Manager shall indemnify and save the Corporation harmless from any damages, demands, claims, costs, losses, actions, suits or obligations whatsoever arising out of any error or omission in the information contained in any Status Certificate of which the Manager had or ought to have had knowledge or arising out of the Manager's failure to issue any Status Certificate within the prescribed time limits prescribed by the Act; this provision shall survive the termination of this Agreement; and
- (iv) Be entitled to the fee prescribed by Regulation pursuant to the Act for the preparation and issuance of Status Certificates and related documentation and such other costs that may be incurred from time to time as a result of the preparation and issuance of same.

### (t) Manager's Report and Access to Records

- (i) Present to the Board at least 48 hours prior to each regularly scheduled Board meeting a written Manager's Report, to serve as a formal form of communication from the Manager to the Board, which Manager's Report shall reflect, without limitation, the directives of the Board to the Manager and show the actions of the Manager with respect to these directives of the Board; and
- (ii) Make available all books and records pertaining to the operation of the Property and business of the Corporation, at reasonable times, and upon reasonable notice, whenever requested, to the Corporation, its auditors, any officer of the Corporation, any representative of the Board duly authorized in writing, and any Owner or his agent duly authorized in writing in accordance with the applicable provisions of the Condominium Act in force at the time.

### (u) Investment of Surplus & Reserve Funds

Develop and monitor an investment program as approved by the Board to obtain an acceptable return on all revenues of the Corporation, including interest accumulating on surplus cash and upon long-term reserve accounts and, in this endeavour, invest all surplus cash and reserves in interest-bearing accounts with a Canadian Chartered Bank, Trust Company, or as directed by the Board and permitted by law.

#### (v) Crime Insurance - of the Manager

Arrange, obtain and maintain Crime Insurance coverage, covering the Manager's own employees for, in the name, and at the expense of the Manager in an amount of not less than one million dollars (\$1,000,000) per occurrence with loss payable to the Corporation, which Crime Insurance shall not be terminated by either the insurer or the Manager unless at least thirty (30) days prior written notice of cancellation has been delivered by Registered Mail to the Corporation, all members of the Board and, if applicable, to the Corporation's auditors.

# (w) **Spending Restrictions**

Where the cost of performing work or services (other than utilities) and/or goods or materials to be furnished to the Corporation exceeds the sum of Two Thousand Dollars (\$2,000), for any one item or series of related items, obtain and submit at least three (3) written tenders unless the Board is satisfied with a fewer number, for presentation to the Board and obtain the approval of the Board prior to entering into the contract.

#### (x) Filing of Returns

In connection with all contracts to perform work or services entered into by the Manager, execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government body or authority, provided, however, that Corporation Tax Returns are to be filed by the Corporation's Auditor.

#### (y) **Personal Information**

- (i) The term "personal information" shall mean all information about an identifiable individual as set out in all applicable privacy laws, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) (Personal Information). The Manager shall protect and keep confidential all Personal Information about or pertaining to all individuals that is disclosed by the Corporation or otherwise obtained by the Manager under this Agreement. During the term of the Agreement, the Manager shall collect and use Personal Information only to exercise the rights and perform the obligations for which such information was disclosed to the Manager, as specifically set forth in or clearly implied by this Agreement.
- (ii) The Manager may not disclose Personal Information to another party unless such disclosure is (i) permitted under this Agreement; (ii) authorized by the Corporation, or (iii) required by law, in which case the Manager will provide prior notice of such disclosure to the Corporation.

# V. <u>LEGAL SERVICES</u>

The services of the Manager shall not include the provision of legal services of any kind but shall include the procuring of such services upon the express instructions of the Board.

### VI. ACCESS TO UNITS

Subject to compliance with any applicable requirement, condition or restriction imposed by the Act, the Declaration and the By-laws, the Manager, its employees and agents may enter into any unit or exclusive use area of the common elements for the purpose of carrying out the Manager's duties and responsibilities under this Agreement.

#### VII. MANAGER'S COMPENSATION

The Manager shall be compensated according to the following schedule, the current fees being due and payable from the current common expense assessments collected each month:

Unless termi	nated in accordance w	rith the provisions of Art	icle XVI, a fee of	Thousand
and	_ Hundred Dollars (\$	) per month from	, 20 to	, 20 , a
fee of	Thousand,	Hundred Dollars (\$	) per month from	, 20 to
,	$20$ , and a fee of $\_$	Thousand,	Hundred Dollars (	\$ ) per
month from	, 20 to	, 20 , is payable	by monthly pre-authoriz	zed payment,
in advance,	on the first day of	each and every month.	The Manager's fee	includes all
management	staff salaries and al	ll office expenses direc	tly related to the bus	iness of the
Manager wit	h respect to the perfor	mance of the duties of t	he Manager hereunder,	but does not
include any	expenses directly rela	ted to the business office	es of the Corporation; p	provided that
any additiona	al expenses or costs sh	nall be payable to the Ma	nager by the Corporation	on hereunder
only if agree	d to in writing by the (	Corporation		

Notwithstanding any other provision of this Agreement to the contrary, in addition to the management fees noted above, the Corporation shall pay to the Manager an amount equal to any and all goods and services taxes, sales taxes, value added taxes or any other taxes imposed on the Manager with respect to the Management fees or any other amounts payable by the Corporation to the Manager under this Agreement, whether characterized as goods and services, sales tax, value added tax or otherwise, (herein called "value taxes"), it being the intention of the parties that the Manager shall be fully compensated or reimbursed by the Corporation with respect to any and all value taxes payable by the Manager. The amount of such value taxes so payable by the Corporation shall be calculated by the Manager in accordance with the applicable legislation and shall be paid at the same time as the amounts to which the value taxes apply are payable to the Manager under the terms of this Management Agreement or upon demand at such other time or times as the Manager may determine from time to time. Notwithstanding any other provision in this Agreement to the contrary, the Manager will have all the same remedies for the rights and recovery of such amount as it has for the recovery of the management fees under the Agreement.

The Corporation shall provide, without charge, for the exclusive use of the Manager and its staff, such office accommodation as is designated by the Board as the "Management Office" and such common element parking spaces or other parking spaces necessary or desirable in order to permit the Manager's staff to attend at the Property to carry out and perform the Manager's management functions.

Subject to Article XVI, the parties agree that at the expiration of the term of the Agreement resulting in a renewal, the Manager's fee will be renegotiated with the Corporation within sixty (60) days of the expiration of the original term and the revised and agreed upon fee shall be acknowledged in writing by both parties and such acknowledgement shall be deemed to amend accordingly the second paragraph of this Article VII for such renewal term and shall be appended to this Agreement.

#### VIII. <u>UNIT REPAIRS, PLANS AND SPECIFICATIONS</u>

- (a) Notwithstanding any other provisions of this Agreement, the Manager is given no authority or responsibility for maintenance of or repairs to the units which shall be the sole responsibility of the Owners individually save and except in those circumstances where the Corporation has a statutory obligation to repair the unit after damage or in accordance with the Act or in accordance with the Agreement Documents upon the express written direction of the Board.
- (b) Any plans, drawings, specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, shall be provided at the expense of the Corporation, provided, however, that the Board or its designated representative from time to time shall authorize the retaining of any such assistance before any such expense is incurred.

#### IX. CO-OPERATION OF THE BOARD

The Corporation acknowledges that the Board must cooperate with the Manager to the extent required to enable the Manager to perform expeditiously, efficiently and economically the management services required under this Agreement and must provide such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require. In particular, the Board may designate, from time to time, the person who, with respect to any specific matter, or category of matters, relating to the management of the Property or the affairs of the Corporation, is authorized to represent the Board when the Manager wishes to consult with, or obtain the approval of, the Board before proceeding with any work, act or action; or for the purpose of giving directions or instructions to, or otherwise dealing with, the Manager; with respect to such matter or category of matters. If such designation is made, the Manager is directed not to consult with, obtain approval of, or accept directions or instructions with respect to such matter or matters from any other person. In the absence of designation, or if a designation is revoked, the President of the Corporation shall be deemed to be the person who has such authority.

# X. <u>INDEMNIFICATION</u>

The Corporation shall, during and after the termination of this Agreement, indemnify and save the Manager completely free and harmless from any and all claims, suits, actions, obligations, liabilities, demands, costs, expenses and fees arising out of damage or injury to person or property in or about or in any way connected with the Property, or arising out of the payment or non-payment of any debts incurred or owing by the Corporation by reason of carrying out the provisions of this Agreement or acting upon the directions of the Corporation, except in the case of any act or omission of the Manager or any of its employees or agents, any default of the Manager in complying with the provisions of this Agreement or any negligence, fraud, illegal or dishonest act, willful misconduct or intentional harm on the part of the Manager, its employees or agents. The Manager shall, during and after the termination of this Agreement, indemnify and save the Corporation completely free and harmless from any and all claims, suits, actions, obligations, liabilities, demands, costs, expenses and fees arising out of any act or omission of the Manager or any of its employees, the default of the Manager in complying with the provisions of this Agreement or any negligence, fraud, illegal or dishonest act, willful misconduct or intentional harm caused by the Manager, its employees or agents.

#### XI. COMMERCIAL LIABILITY INSURANCE

- (a) The Corporation shall obtain, or authorize the Manager to arrange for, commercial general liability insurance on the Property to a limit of not less than five million dollars (\$5,000,000) inclusive, under the terms of which:
  - (i) the Manager shall be named as an insured together with the Corporation, as their interest may appear, in each policy providing protection against any claims for personal injury, death, property damage or loss for which either the Corporation or the Manager might be held liable as a result of their respective obligations; and
  - (ii) the insurer undertakes to provide the Manager at least thirty (30) days prior written notice of cancellation or of any material change in the provisions of any such policy. The Corporation, upon request, will provide to the Manager a certificate of insurance in respect of any such policy.
- (b) The Manager shall, during the term of this Agreement and any extensions or renewals thereof, place and maintain at its sole costs and expense in the name of the Manager, commercial general liability, showing a limit of not less than five million dollars (\$5,000,000), which insurance policy shall include coverage for contractual liability, non-owned automobile liability, tenant's legal liability, employers' liability and employee benefits errors and omissions. In addition, such policy shall contain a severability of interest's clause and a cross-liability clause.
- (c) The Manager shall also place and maintain at it's sole costs and expense in the name of the Manager, professional liability (errors and omissions) insurance showing a limit of not less than two million dollars (\$2,000,000).

The Manager agrees to provide the Corporation with a certificate of insurance prior to the effective date of this Agreement and thereafter annually as evidence that it is maintaining such insurance and also to provide the Corporation with at least thirty (30) days prior written notice of cancellation or any material changes in the provisions of its insurance policy.

#### XII. SPENDING AUTHORITY AND DEFICIT FINANCING

The annual budget shall constitute the major control under which the Manager shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, insurance and other expenses not within the control of the Manager, except as may be approved in writing by the Board. No expenses may be incurred or commitments made by the Manager in the name of the Corporation in connection with the maintenance and operation of the Property in excess of the amounts allocated to the various classifications of expense in the approved budget; provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Property, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, the Manager shall, if at all possible, confer immediately with the Board regarding every such expenditure.

Unless the Board has specifically authorized such procedure, under no circumstances shall the Manager advance funds to the Corporation on a temporary loan basis whether interest is charged to the Corporation or not in the event of a cash deficit occurring in the Corporation's current account. The Manager shall notify the Board of any anticipated cash deficit and the Board shall take immediate steps to obtain the necessary funds to cover any such deficit in accordance with the By-laws by either the levying of a special assessment, the delivery of a revised budget, or the exercise of its borrowing authority on behalf of the Corporation.

#### XIII. COLLECTION OF COMMON EXPENSES

The Manager, in addition to its covenant to enforce the Declaration and By-Laws as herein provided, shall actively pursue the collection of unpaid common expenses assessments from the Owners with a view to reducing these receivables to the minimum monthly balance and without incurring additional cost save in those instances where legal action, including the registration of Certificates of Lien pursuant to the Act, is required. It is understood that the Manager shall instruct the Corporation's solicitor to register the Certificate of Lien in the appropriate Land Registry Office within the time prescribed by the Act after the date on which the Owner first defaults. Prior to such registration, the Manager shall serve the owner with a Notice of Lien in the prescribed form, pursuant to Subsection 85(4) of the Act, and be entitled to charge such owner in receipt of the Notice of Lien the sum of One Hundred Dollars (\$100.00).

In the event that the Manager fails to ensure the service of a Notice of Lien, or to notify the Corporation's solicitor to register a Certificate of Lien within the time prescribed by the Act covering the arrears of common expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation. This provision shall survive the termination of this Agreement.

#### XIV. FIDUCIARY RELATIONSHIPS

The Manager (if required) may engage any parent or subsidiary Corporation or any persons, firm or Corporation associated, affiliated or otherwise connected with the Manager (hereinafter called the "Affiliate") to perform any work or services for the Corporation within the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation, subject, however, to the prior approval of the Board in each and any such instance and subject further to the provisions of Article XII hereof.

#### XV. RELATIONS WITH OWNERS AND RESIDENTS

- (a) The Manager shall promptly and courteously deal with all reasonable requests or complaints by the Board, any Owner or resident or any mortgagee of a unit relating to the management of the Property or the duties or obligations of the Manager pursuant hereto, and record in writing any such requests or complaints and the eventual disposition thereof; and
- (b) The Manager shall maintain businesslike relations with Owners and residents whose service requests relating to the common elements shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each request. Complaints relating to common elements, the maintenance and repair of which are the responsibility of the Corporation, shall be attended to by the Manager in as prompt and diligent a manner as possible.

### XVI. <u>TERMINATION</u>

(a) Either party may terminate this Agreement, without cause, with effect as at the last day of a calendar month, upon giving to the other party written notice specifying the termination date. Such notice shall be given to such other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. Upon expiration of such notice period, the Manager shall surrender to the Corporation the corporate seal, all contracts, records, files and other documents or information which may be pertinent to the continuing operation of the Property and the Corporation shall pay to the Manager any monies due to it as of the date of termination. For a period of twelve (12) months after such termination and for the purpose of settling any dispute or defending any claim, the Corporation shall provide to the Manager at all reasonable times and upon reasonable notice access to all such contracts, records, files and other documents or information.

- (b) The parties agree that the term of this Agreement shall not be allowed to lapse without notice of termination in writing given by either party to the other not less than sixty (60) days prior to the expiration of the term of this Agreement. Should notice of termination not be given sixty (60) days prior to the expiration of the term of this Agreement, as provided herein, the Agreement shall continue on a month to month basis until terminated upon sixty (60) days written notice, as provided herein, and the Manager's fee shall immediately increase by 5% and thereafter 3% per annum until negotiated.
- (c) In addition to the rights of the parties described in paragraph (a), this Agreement shall terminate immediately upon the happening of any of the following events:
  - (i) the insolvency or bankruptcy of the Manager, or upon the Manager taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if the Manager has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy; if the Manager makes an assignment of its property for the benefit of its creditors generally; or if a receiver or a trustee is appointed to manage or investigate the affairs of the Manager); or
  - (ii) the termination of the government of the Property by the Act; or
  - (iii) the Manager is insubordinate, reckless or grossly negligent in performing its duties hereunder; or
  - (iv) at the option of the Corporation, the assignment by the Manager of its contract with the Corporation or the sale of its business, or control of its business without the approval of the Corporation.
- (d) Upon termination of this Agreement and in addition to the Manager's obligations described in paragraph (a) above,
  - (i) the Manager shall as soon as possible thereafter and within twenty (20) days after the date of effective termination pay over any balance in the Corporation's bank account managed by the Manager remaining to the credit of the Corporation (less any amounts due or owing to the Manager for fees and/or disbursements, and any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), all post-dated cheques, and shall as soon as possible thereafter render a final accounting to the Corporation;
  - the Manager shall forthwith surrender to the Corporation or to the Corporation's representative designated in writing all the keys to the Property or any part thereof held by the Manager or any of its employees and all the books and records, in whatever format and media the same may be recorded and maintained, other than accounting books and records, kept by the Manager in relation to the management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, including, without limitation, post-dated common expense assessment cheques, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks, and correspondence, provided, however that the Manager's own files relating to the Corporation shall be excluded;
  - (iii) all accounting books and records, in whatever format and media the same may be recorded and maintained, kept by the Manager in relation to the Management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, will be surrendered within one (1) full calendar month after the termination date, or after an audited statement, if required by either party, is presented;
  - (iv) the Corporation shall assume the obligations under any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement; and
  - (v) any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim made after such termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Article XVI, shall survive the termination of this Agreement.

# XVII. NOTICE

Any notice required to be given by either party to the other shall be sufficiently given if delivered or mailed by prepaid registered post addressed to the Corporation, c/o the President at his/her address from time to time, and to the Manager, c/o the President at 111 Gordon Baker Road, Suite 700, North York, Ontario M2H 3R1 and any such notice shall be conclusively deemed to have been given and received at the time of its personal delivery by one party to an Officer or Director of the other or in the case of the Manager to any person at the Manager's address, or in the event of service by mail, on the fifth (5th) working day after the day of such mailing, provided that if normal mail service is disrupted by reason of strikes, walkouts, slowdowns or other irregularities then so long as such disruptions exist, any notice required or permitted to be given hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

#### XVIII. PARTIAL INVALIDITY

If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such portions thereof that might be declared invalid.

#### XIX. SUCCESSORS AND PERMITTED ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto, provided always that this Agreement may only be assigned by the Manager with the express written consent of the Corporation. Such consent shall not be unreasonably withheld.

### XX. GENDER AND NUMBER

Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural and references to masculine shall be construed to include the feminine and neuter genders.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective Officers duly authorized in that behalf, this day of . 201.

#### TORONTO STANDARD CONDOMINIUM CORPORATION NO.

Per:
We have the authority to bind the Corporation
BROOKFIELD CONDOMINIUM SERVICES LTD.
Per:
Per:
We have the authority to bind the Corporation

# RESOLUTION BY THE BOARD OF DIRECTORS

# TORONTO STANDARD CONDOMINIUM CORPORATION NO.

# PASSED AT A MEETING HELD ON , 201

P	RE.	IT	R	ES	OI	·V	$\operatorname{FL}$	) T	$H\Delta$	Т	

From time to time and until otherwise instructed by this Corporation, Brookfield Condominium Services Ltd., shall be and is hereby authorized to execute under the seal of the Corporation the following instruments in accordance with the applicable By-law of the Corporation:

- (a) Status Certificates pursuant to Subsection 1 of Section 76 of *The Condominium Act*, 1998, S.O. 1998, Chapter 26 as amended (the "Act").
- (b) Notices of Lien in the prescribed form, pursuant to Subsection 4 of Section 85.

, Ontario this	day of	_, 201
TORONTO STANDARD CON	DOMINIUM CORPORATION	NO.
Dore		
rei:		
	TORONTO STANDARD CON	

We have the authority to bind the Corporation

#### **SCHEDULE V**

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

#### BY-LAW NO. 3

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

- 1. That the Corporation enter into a utility services agreement(s) (the "Utility Services Agreement(s)") with one or more companies (the "Electricity Metering Company") that installs and/or operates metering systems in/for condominium units to measure/meter electricity consumption.
- 2. That the President and the Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Utility Services Agreement(s) together with all other documents, agreements or instruments which are ancillary to the Utility Services Agreement(s), if any. The affixation of the corporate seal of the Corporation to all such documents, agreements and instruments is hereby authorized, ratified, sanctioned and confirmed.
- 3. That all terms, provisions and conditions set out in the Utility Services Agreement(s), are hereby authorized, ratified and sanctioned and confirmed.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. \* hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, as amended.

DATED this day of, 2	TORON	ITO STANDARD CONDOMINIUM
	CORPO	PRATION NO. *
	Per: Name: Title:	President
	Per: Name: Title:	Secretary
	I/We ha	ve the authority to bind the Corporation.

# **SCHEDULE VI**

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

# BY-LAW NO. 4

Be it enacted as a By-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO.  $^{\star}$  (hereinafter referred as to the "Corporation") as follows:

1.	CORPORA SHERBOL	ATION, in its IRNE LIMITE	s capacity D PARTNE	as ge	Corporation and SENneral partner of and dated the * day ofeement be approved by	d on behalf of, 20,	FRONT AND
having declara	been duly	approved by	the directo	ors of the	DRATION NO. * here e Corporation and co suant to the provisions	nfirmed without v	ariation by the
DATE	O this	day of	, 2		NTO STANDARD COI	NDOMINIUM CO	RPORATION
				Per: Name: Title:	President		
				Per: Name: Title:	Secretary		
				We hav	ve the authority to bind	I the Corporation.	

		<u>WAI</u>	RRANTY AGREEMENT	
THIS A	GREEN	MENT made this * day of	, 20	
BETW	EEN:			
SEI	NTINEL		RBOURNE LIMITED PARTNEI	
		(nere	inafter called "Declarant") - and -	OF THE FIRST PART
		TORONTO STANDAR a condominium corporation create	D CONDOMINIUM CORPORAT	
			nafter called "Corporation")	OF THE SECOND PART
WHER	EAS:			OF THE GEOOND FART
	(a)	(the "Act") by the registration of Land Titles Division of Toronto, r in the Description located at 60 (including 3 residential dwelling)	a Declaration and a Description elating to the land and any interest of Princess Street, 70 Princess units municipally known as 200	ominium Act, 1998, S.O. 1998, c. 19 in the Land Registry Office for the est appurtenant to the land described Street, 121 Lower Sherbourne St. The Esplanade within the 121 Lower onto, Ontario (the "Property"); and,
	(b)	outstanding, incomplete or defi Corporation, the subject condon	icient items and any other m ninium, the Buildings and includ	the Declarant with respect to any atters relating to the Property, the ling, without limitation, the units and ms and conditions of this Agreement.
		RATION OF TWO (\$2.00) Dollars (arties hereto covenant and agrees		nich is hereby acknowledged by both
1.	Corpo			se that are specifically granted to the n Act and by the Tarion Warranty
2.	incom condo	plete or deficient items and any o	other matters relating to the Pr ding, without limitation, the u	inding resolution of any outstanding, operty, the Corporation, the subject nits and common elements of the y Tarion.
3.		corporation and the Declarant, here natters as set out in paragraph 2 al		on as the sole and final arbiter of all
4.		and demands for damages or le		from all actions, causes of actions, Corporation in contravention of this
5.		Agreement shall not be terminated ant to s. 43 of the Act.	d or terminable by the Corpora	ation following the turnover meeting
6.	the pa		defined herein, the capitalized	espective successors and assigns of terms used herein shall have the red by the Declarant.
IN WIT	NESS \	WHEREOF, the parties have duly e	executed this Agreement as of the	ne day and year first above written.
				E) LAND CORPORATION, in its er of and on behalf of FRONT AND ARTNERSHIP
			Per: Name: Title:	
			I have the authority to bind t	he Corporation.
			TORONTO STANDARD CO	ONDOMINIUM CORPORATION NO.
			Per: Name: Title: President	
			Per: Name:	

I/We have the authority to bind the Corporation.

Title: Secretary

#### **SCHEDULE VII**

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

#### BY-LAW NO. 5

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

- 1. That the Corporation enter into a bulk agreement assumption substantially in the form attached hereto as Exhibit "A" (the "Agreement") between SENTINEL (SHERBOURNE) LAND CORPORATION, in its capacity as general partner of and on behalf of FRONT AND SHERBOURNE LIMITED PARTNERSHIP and the Corporation in respect of the Bulk Internet Agreement (the "Bulk Internet Agreement") entered into between SENTINEL (SHERBOURNE) LAND CORPORATION, in its capacity as general partner of and on behalf of FRONT AND SHERBOURNE LIMITED PARTNERSHIP and Rogers Communications Inc., a copy of which is attached hereto in Exhibit "B".
- 2. That the President and Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Agreement, together with all other documents or instruments which are ancillary to the Agreement including without limitation, all instruments or affidavits which may be required in order to register the said Agreement on the title to the lands (or any portion(s) thereof) within TORONTO STANDARD CONDOMINIUM PLAN NO. \*\*\*\* and all instruments, etc., registered from time to time in order to give effect to the provisions of the Bulk Internet Agreement and/or the Agreement.
- 3. That all terms, provisions and conditions set out in the Agreement and the Bulk Internet Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. \* hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, as amended.

DATED this day o		
	Per: Name: Title: President	
	Per: Name: Title: Secretary	
	I/We have the authority to bind the Corporation.	

#### Exhibit "A"

#### **BULK AGREEMENT ASSUMPTION**

THIS A	AGREEMENT made this	day of	 _, 20
BETW	/EEN:		
SE		CORPORATION, in its capa AND SHERBOURNE LIMITED (the "Assignor")	city as general partner of and on DEARTNERSHIP
		- and -	
	TORONTO STANI	OARD CONDOMINIUM CORF (the "Assuming Party")	PORATION NO. *
WHER	REAS:		
A.	The Assignor entered into a bull dated as of the [•] day of [•], 20		ogers Communications Inc. ("Rogers") hereto ("Bulk Agreement"); and
B.	The Assuming Party has agree obligations of the Assignor there		the Bulk Agreement and assume the
	THEREFORE, for good and valuedged, the parties hereto ackno	•	and sufficiency of which are hereby
1.	Bulk Agreement and all amend Assuming Party, and hereby couthe Assignor under the Bulk Ag provisions, obligations, covenal	dments thereto, including all venants and agrees with the reement, and all amendment nts and agreements contains Assuming Party was origin	rovisions and conditions set out in the those made by or on behalf of the Assignor to assume the obligations of its thereto, and to be bound by all the ned in the Bulk Agreement, and all hally named as a party in the Bulk
2.	against all liabilities, debts, oblig	ations, of any kind and nature including the date that the As	save harmless the Assignor from and of the Assignor pursuant to the terms suming Party was created pursuant to b.
3.		ut limitation, conveyances and	h execute and deliver any further deasements) as may required to give
	AGREEMENT shall enure to the bassors and assigns.	enefit of and be binding upon	the parties hereto and their respective
IN WIT	TNESS WHEREOF the parties he	reto have executed this Agree	ment on the date first noted above.
		•	) LAND CORPORATION, in its r of and on behalf of FRONT AND ARTNERSHIP
		Per: Name: Title: I have the authority to bind the	ne Corporation.
		TORONTO STANDARD CO	NDOMINIUM CORPORATION NO.
		Per: Name: Title:	
		Per:	

Name: Title:

We have the authority to bind the Corporation.

### SCHEDULE VIII

# TIME AND SPACE CONDOMINIUM BUILDINGS A, B, C & D

**BUDGET STATEMENT** 

# BUDGET STATEMENT FOR THE COMMON EXPENSES FOR THE YEAR FOLLOWING REGISTRATION OF THE DECLARATION AND DESCRIPTION OF THE PROPOSED TIME AND SPACE

CONDOMINIUM CORPORATION BUILDINGS A, B, C & D

70 PRINCESS STREET, 135 LOWER SHERBOURNE STREET, 60 PRINCESS STREET AND 121 LOWER SHERBOURNE STREET, TORONTO, ONTARIO

\*

	***	*******************	******	****
ı	REVE	<u>NUE</u>		
	Interes	on Charges of Income L <b>REVENUE</b>	\$8,382,434 10,566	\$8,393,000
II	<u>OPER</u>	ATING EXPENDITURES		
	A.	<u>UTILITIES</u>		
		Hydro Water Sewage Gas TOTAL UTILITIES	1,300,000 664,000 <u>500,000</u>	2,464,000
	В.	REPAIRS AND MAINTENANCE		
	C.	Windows Electrical Plumbing Painting / Common Element Maintenance Carpets Garage Door / Parking & Gate Arm Maintenance Locks and Doors Fire Safety / CO Monitoring Equipment Maintenance Security Equipment Exterior Repairs and Maintenance Mechanical Expenses Indoor Amenities and Recreation Expense Outdoor Amenities & BBQ Miscellaneous TOTAL REPAIRS AND MAINTENANCE  CONTRACTS	4,000 5,100 10,000 13,000 21,000 6,000 26,000 9,200 4,500 9,000 27,000 20,000 6,440	167,240
	<b>C</b> .	Pest Control Window Washing Garage Cleaning Elevators Property Management Telephone / Enterphone / Cable / Internet Odour Control HVAC - Preventative Maintenance Waste Removal Concierge / Security Housekeeping HVAC - Fan Coil Maintenance TOTAL CONTRACTS	5,100 78,000 26,000 140,000 539,000 21,000 17,000 121,000 34,000 900,000 536,000 79,000	2,496,100
	D.	<u>STAFF</u>		
		Maintenance Supervisor / Superintendents Employee Benefits TOTAL STAFF	161,000 <u>27,000</u>	188,000

#### E. <u>SUPPLIES</u>

TOTAL EXPENDITURES

⊏.	SUPPLIES		
	Lighting Supplies Cleaning Supplies Maintenance Supplies Small Tools / Equipment Landscaping Non Contract Miscellaneous TOTAL SUPPLIES	\$10,000 19,000 8,000 9,000 6,000 <u>8,115</u>	\$60,115
F.	INSURANCE		381,890
G.	GENERAL AND ADMINISTRATIVE		
	General Meetings Office Supplies / Equipment Duplicating / Photocopier Expenses / Equipment Bank Charges Legal Fees Audit Fees Condominium Administrative Fee (CAO) Online Resident Portal	14,000 18,000 14,391 4,000 5,425 17,000 18,372 24,000	
	TOTAL GENERAL AND ADMINISTRATIVE		115,188
Н.	PERFORMANCE AUDIT		80,000
I.	EASEMENT & COST SHARING AGREEMENT AND SHARED FACILITIES OPERATING EXPENSES SHARED WITH THE COMMERCIAL LAND OWNER(S)		540,600
TOTA	L OPERATING EXPENSES		6,493,133
J.	CONTRIBUTION TO RESERVE FUND		
	Reserve Fund Provision Reserve Fund Study Provision TOTAL RESERVE FUND CONTRIBUTION	949,000 _24,000	973,000
K.	HIGH SPEED BULK INTERNET		519,009
L.	EDDY WATER SYSTEM		407,858

\$8,393,000

### TIME AND SPACE CONDOMINIUM BUILDING A, B, C & D

#### **BUDGET NOTES**

#### I INDIVIDUAL UNIT ASSESSMENT

The monthly common expense for each unit is determined by dividing each of; (i) the total budgeted High Speed Bulk Internet charges attributed to the Property (\$519,009), the total budgeted Eddy Water System charges attributed to the Property (\$407,858.40) and, (iii) the total of all Other Budgeted common expense charges attributed to the Property (\$7,455,566.76) by twelve (12) to determine the monthly assessment. The High Speed Bulk Internet amount is then multiplied by the unit's percentage contribution to the Bulk Internet, as shown in Schedule "D" of the proposed Declaration attributed to the Bulk Internet charges. The monthly Eddy Water System amount is then multiplied by the unit's percentage contribution to the Eddy System, as shown in Schedule "D" of the proposed Declaration attributed to the Eddy Water System charges. The monthly amount of all Other Budgeted expenses is then multiplied by each unit's percentage contribution to the Common Expenses, as shown in Schedule "D" of the proposed Declaration attributed to all Other Budgeted expenses. The sum of all three (3) amounts are added together to find the total monthly common charge.

#### 1. Total Monthly Common Charges

 $$8,382,434 \div 12 = $698,536.18$ 

#### 2. <u>Monthly Individual Common Charge</u>

The individual unit monthly common charge for High Speed Bulk Internet is determined by multiplying the total monthly charge for High Speed Bulk Internet (\$43,250.75) by the percentage contribution to High Speed Bulk Internet for each unit in Schedule "D" of the proposed Declaration attributable to the High Speed Bulk Internet charges The individual unit monthly common charge for the Eddy Water System is determined by multiplying the total monthly charge for the Eddy Water System (\$33,988.20) by the percentage contribution to the Eddy Water System for each unit in Schedule "D" of the proposed Declaration attributed to the Eddy Water System charges. The individual unit monthly Common Expense for all Other Budgeted expenses is determined by multiplying the total of all Other monthly Budgeted expenses (\$621,297.23) by the percentage contribution to Common Expense for each unit in Schedule "D" of the proposed declaration attributed to the Other Budgeted expenses. A schedule of monthly common charges for the High Speed Bulk Internet, a schedule of monthly common charges for the Eddy Water System and a schedule of monthly common expenses for each residential unit, parking, and storage locker unit is attached to this budget statement. Parking, and storage locker spaces are treated as individual units. The monthly assessment payable by any owner is equal to the combined sum of the monthly common charge assigned to each residential unit for Bulk Internet, the Eddy Water System plus the monthly common expense assigned to each residential unit, each parking unit and/or locker unit and/or storage locker unit purchased or assigned on the attached Schedule of Monthly Common Charges.

#### II OPERATING EXPENDITURES (\$6,493,133)

#### A. <u>UTILITIES</u> (\$2,464,000)

#### 1. **Hydro** (\$1,300,000)

The budget is based on comparable property requirements and the current rates of 12.0 cents per kilowatt hour and administrative/distribution charges have been escalated by 4% and compounded annually. The budget includes electricity for the common areas only. Each residential unit will be separately metered or check metered and the cost of electricity to the residential units will be the responsibility of the respective unit owner and will not form part of the common expenses. Should the rates for hydro at time of registration be greater than 14.4 cents per kilowatt hour or the administrative/distribution charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

#### 2. Water Sewage (\$664,000)

The budget is based on comparable property requirements and the current rate of \$4.08 per cubic meter has been escalated by 4% and compounded annually. The budget includes water and sewage charges for the common areas and the residential units on a bulk billing basis. Should the rates for water

at time of registration be greater than \$4.60 per cubic meter, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

#### 3. **Gas** (\$500,000)

The budget is based on comparable property requirements and the current rates of 23.5 cents per cubic meter and administrative/distribution charges have been escalated by 4% and compounded annually. The budget includes natural gas costs for the common areas and units on a bulk billing basis. Should the rates for the gas at time registration be greater than 27.3 cents per cubic meter or administrative/distribution charges have increased from current rates, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

#### B. <u>REPAIRS AND MAINTENANCE</u> (\$167,240)

This grouping of accounts pays for repairs and maintenance to the common elements of the Condominium Corporation as required by outside contractors.

#### 1. Windows (\$4,000)

This account pays for costs associated with any repairs to windows of the common elements and units that are not covered by the Condominium corporation's policies of insurance nor the warranties on windows.

#### 2. **Electrical** (\$5,100)

Miscellaneous electrical repairs and maintenance to electrical systems and the cost of any infra-red scanning of transformers, bus ducts or electrical panels as part of a planned preventative maintenance program.

#### 3. **Plumbing (\$10,000)**

Repairs by outside trades to domestic hot water or plumbing systems in the building and cleaning of drains that may be required. Provision for annual PRV maintenance and back flow testing has also been accounted for.

#### 4. Painting / Common Element Maintenance (\$13,000)

Painting and drywall repairs and maintenance to the common areas of the building.

#### 5. **Carpets** (\$21,000)

Costs associated with one full professional cleaning of common area carpets, elevator mats, entrance mats and miscellaneous spot cleaning and repairs as may be required. Provision for leasing winter matts has also been accounted for.

#### 6. Garage Door / Parking & Gate Arm Maintenance (\$6,000)

The estimated cost to maintain the garage door gate arms and operator servicing the condominium garage.

#### 7. <u>Locks and Doors</u> (\$6,000)

Repairs to locks, door closures, door frames and access systems and any re-keying of doors that may be required.

#### 8. Fire Safety / CO Monitoring Equipment Maintenance (\$26,000)

This account is for repairs and maintenance of fire bells, pull stations, the fire alarm panel, voice communication systems, heat detectors, fire hoses, extinguishers, sprinkler flow switches, CO equipment repairs and fire pumps specific to the condominium corporation arising from the professional inspection and testing of the fire safety system in compliance with the requirements of the Ontario Fire Code.

#### 9. Security Equipment (\$9,200)

This account represents a provision for repairs and maintenance of the CCTV equipment and other security access controls and equipment. Also included is a cost to purchase additional access devices required by owners.

#### 10. Exterior Repairs and Maintenance (\$4,500)

This account is for the miscellaneous repairs to the exterior of the building, including sidewalks, roadways and curbs.

#### 11. <u>Mechanical Expenses</u> (\$9,000)

This account is for the miscellaneous repairs to the mechanical systems not covered by any contract.

#### 12. Indoor Amenities and Recreation Expense (\$27,000)

Costs associated with maintaining and servicing the indoor amenities and recreational facilities as more particularly described in the Disclosure Statement.

#### 13. **Outdoor Amenities (\$20,000)**

The estimated cost to maintain the Outdoor Amenities and facilities as more particularly described in the Disclosure Statement.

#### 14. Miscellaneous (\$6,440)

Miscellaneous repairs to other common elements including such items as intercom system, compactor system, mechanical buildings system not covered by any contract, and other items not described in this grouping of expenses.

#### C. <u>CONTRACTS</u> (\$2,496,100)

#### 1. <u>Pest Control</u> (\$5,100)

Costs for the monthly servicing of the common areas and for servicing units on an as required basis.

#### 2. <u>Window Washing</u> (\$78,000)

Estimated costs for the cleaning of all windows not accessible by staff or residents at a frequency of once per year including outer glass panels.

#### 3. **Garage Cleaning** (\$26,000)

The estimated cost for power sweeping and washing the residential parking garage at a frequency of once per year by the condominium corporation.

#### 4. **Elevators** (\$140,000)

Annual costs associated with the repair and monthly maintenance of six elevators of the Condominium Corporation according to government requirements. The elevator maintenance contract will be a full service and parts agreement with the original installer of the elevators. Provisions have also been made for licenses and government inspections.

#### 5. **Property Management** (\$539,000)

The Declarant proposes to enter into a Management Agreement with Crossbridge Condominium Services Ltd to perform property management services in administrating the affairs of the condominium corporation. A copy of the draft agreement is included with the Disclosure Statement.

#### 6. Telephone / Enterphone / Cable / Internet (\$21,000)

Costs associated with the phone lines in the management office, at the concierge desks and in the elevators. Included as well is internet services for the management office and concierge desk. The cost to purchase and maintain two-way radios for use between management and building staff also included.

#### 7. Odour Control (\$17,000)

Costs associated with the odour control systems in the garbage room collection areas.

#### 8. <u>HVAC - Preventive Maintenance</u> (\$121,000)

The estimated cost for a maintenance and inspection contract with an independent service company for the regular servicing of mechanical systems in the building

including the boilers, cooling tower, pumps, motors, fans and other equipment excluding in-suite fan coil units. Included is the cost of water treatment related to the air conditioning and heating systems.

#### 9. Waste Removal (\$34,000)

The estimated cost of the levy to remove the residential condominium garbage, organic waste and other recyclables by the City of Toronto. Included as well is an allowance for the purchase of a bin dolly.

#### 10. **Concierge** (\$900,000)

The estimated cost to provide for one contract concierge to be located primarily in each of the Building A, B, C & D lobbies, 24 hours per day, 365 days a year. Duties will include greeting residents and guests and providing other resident services.

#### 11. **Housekeeping** (\$536,000)

To supply contract cleaners on the basis of 464 hours per week, 52 weeks per year at a maximum rate of \$22.21 per hour including holiday pay and taxes.

#### 12. HVAC - Fan Coil Maintenance (\$79,000)

The estimated contract cost for once a year to maintain the in-suite fan coil units including filter changes as required, notwithstanding that the cost to repair and maintain the fan coils is the responsibility of each owner.

#### D. STAFF (\$188,000)

#### 1. Maintenance Supervisor / Superintendents (\$161,000)

It is anticipated that one full time non resident Maintenance Supervisor 40 hours/week Monday to Friday, and two full-time non resident Superintendents 40 hour/week Monday to Friday, will be hired for the Condominium. This is the estimated salary costs, including statutory benefits. Duties will include minor maintenance of the mechanical systems in the building not covered by contract, responsibility for minor routine maintenance of common areas, garbage disposal and other duties.

#### 2. Employee Benefits (\$27,000)

This is the estimated cost of supplying the non resident maintenance supervisor and superintendents with benefits available through the Property Management firm. This includes provisions for life insurance, and extended health care. Provisions have also been made for the employer's share of Employment Insurance and Canada Pension Plan premiums, and for the Ontario Health Tax and coverage through the Workplace Safety and Insurance Board.

#### E. <u>SUPPLIES</u> (\$60,115)

This category includes the estimated costs for cleaning supplies, lighting supplies, landscaping supplies, maintenance supplies used by building staff, small tools, and equipment.

#### F. INSURANCE (\$381,890)

The allocation in this category is for the cost of the insurance premium to meet the requirements of the Condominium Corporation. Included is all risks replacement cost property coverage, comprehensive public liability, boiler and machinery coverage, and Directors and Officers liability coverage.

#### G. GENERAL AND ADMINISTRATIVE (\$115,188)

#### 1. **General Meetings** (\$14,000)

This is the estimated cost of holding the Turnover or Special General Meeting of the Corporation (by virtual means) during the first year as well as the services of a recording secretary for board meetings.

#### 2. Office Supplies / Equipment (\$18,000)

The budget provides for any office expenses directly related to the operation of the Condominium Corporation including supplies for the concierge desks.

#### 3. <u>Duplicating / Photocopier Expenses / Equipment</u> (\$14,391)

This is the estimated cost of the duplication of newsletters, other notices, forms used by the Condominium Corporation and duplication and distribution of Minutes, Auditor's Reports, and other Condominium corporation documents that may be sent from time to time to the unit owners, including any lease costs that may be entered into for photocopier equipment.

#### 4. **Bank Charges** (\$4,000)

The budget provides for bank charges related to the Corporation bank account for deposits, pre-authorized final transfers etc..

#### 5. <u>Legal Fees</u> (\$5,425)

Provision has been made for the appointment of legal counsel for the Condominium Corporation at the discretion of the Board of Directors.

#### 6. Audit Fees (\$17,000)

Section 43 (7) of the Condominium Act requires an audit sixty (60) days after the turnover meeting and Section 67 requires an audit at year end. The provision is the estimated cost to complete both the audits during the year.

#### 7. Condominium Administrative Fee (CAO) (\$18,372)

Estimated annual fees associated with the creation of the new Condominium Authority of Ontario Office. This organization is an Administrative Authority which provides condominium owners with the tools and information that owners may need to understand condominium ownership, Board of Director training and use of the dispute resolution services.

#### 8. Online Resident Portal (\$24,000)

Provision to install an online communication and management platform for the condominium has been accounted for that includes package tracking, amenity bookings, email messaging/ notification tool, etc.

#### H. PERFORMANCE AUDIT (\$80,000)

The cost of the engineering study, to be conducted by the Board of Directors, to examine the common element areas and to file the report with TARION during the first year. This is a one-time expense.

The Condominium shall arrange with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the buildings and assess the as-constructed condition of the various systems and components of the building in order to provide the Condominium with a report on the building which will assist the Condominium in assessing repair and maintenance requirements and in preserving any rights which the Corporation may have under the Ontario New home Warranties Plan Act.

The Condominium is not restricted in its selection of consulting engineers or the Performance Audit being prepared as set out herein. In the event that the Corporation retains a consulting engineer to undertake the Performance Audit, at a higher cost than is reasonably established in the budget, then the Declarant shall only be responsible for the established price, pursuant to Section 75 of the Act, and any expenditures in excess of this stated amount shall be the sole responsibility of the Condominium.

## I. EASEMENT & COST SHARING AGREEMENT AND SHARED FACILITIES OPERATING EXPENSES SHARED WITH THE COMMERCIAL LAND OWNER(S) (\$540,600)

Please see Schedule I for the shared expenses.

#### J. CONTRIBUTION TO RESERVE FUND (\$973,000)

#### 1. Reserve Fund Provision (\$949,000)

Section 93 (2) of the *Condominium Act 1998* defines the Reserve Fund, as a fund set up by the condominium corporation in a special account for the major repair and replacement of common elements and assets of the Condominium corporation. It is anticipated that one-twelfth of the annual contribution to the Reserve Fund will be made on a monthly basis. At the time of the preparation of this budget, a detailed Reserve Fund Study had not been prepared. The provision is calculated at 15% of the estimated operating expenses exclusive of the Bulk Internet expense and the Eddy Water System expense. The monthly internet fee is in addition to the monthly common expenses to each Residential Unit as set out on the attached Schedule of Monthly Common Expenses. The collection and payment thereof to the Condominium Corporation by each Residential Unit owner will be deemed to be in addition to the common expenses and recoverable as such. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration.

#### 2. Reserve Fund Study Provision (\$24,000)

In accordance with the *Condominium Act*, the Condominium Corporation will retain the services of an independent consultant to prepare a reserve fund study, which will establish the level of funding necessary to maintain an adequate reserve for future major repair and replacement of the common elements. Pursuant to the provisions of the *Condominium Act*, Section 94 (7), this expense will be charged to the Reserve Fund.

#### K. <u>HIGH SPEED BULK INTERNET</u> (\$519,009)

A provision has been made for the Corporation to enter into an agreement with Rogers Communications Inc. to provide bulk Ultimate Ignite 250 High Speed Internet service to each of the residential units. The initial term of the agreement is 5 years with the right of the Condominium Corporation to extend on 90 days prior written notice for up to 5 additional years at pre-defined annual escalating rates. The cost of the bulk internet service is based on an initial price of \$25.00 per unit per month, plus HST. The High Speed Bulk Internet will be funded out of the common expenses in accordance with the percentages outlined in Schedule D to the Declaration relating specifically to the bulk internet service. Please refer to the Disclosure Statement for further details.

#### L. <u>EDDY WATER SYSTEM</u> (\$407,858)

As more particularly described in the Disclosure Statement and as determined by the Declarant, Eddy Building solutions intelligent leak detection technology will be installed within the residential dwelling units and/or the common elements in certain locations to monitor leakage of certain water pipes. Solely at the discretion of the Declarant, if such sensors were to be installed all amounts or rates payable to the Service Provider for such monitoring of the sensors shall comprise part of the common expenses of the Condominium and is reflected in the Condominium's annual budget. The cost of the Eddy Water System monitoring is based on an initial price of \$19.65 per unit per month, plus HST. The Eddy Water System will be funded out of the common expenses in accordance with the percentages outlined in Schedule D the Declaration relating specifically to the Eddy Water System. Please refer to the Disclosure Statement for further details.

#### ADDITIONAL STATEMENTS REQUIRED BY THE CONDOMINIUM ACT

- a) The total common expenses of this proposed Condominium Corporation including the provision to the reserve fund is \$8,382,434 as shown in the Budget Statement.
- b) This budget statement incorporates an assumed inflation factor of 6.5% per annum, based on a projected Condominium registration date of May 1, 2021 and in the event that registration occurs sometime thereafter, then this budget statement (and all figures reflecting expenses set forth herein) should be read and construed as automatically being increased by an inflation factor of 6.5% per annum. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget and the acceptance of such revised budget should not be construed as a material change to the Disclosure Statement. Furthermore, nothing set forth in this budget statement should be construed or interpreted as a representation or warranty that the actual registration of the Condominium shall take place by the date noted above, namely May 1, 2021.
- c) Although this budget is based on the best available information as at the date of its preparation, purchasers should be aware that budgetary predications on future servicing and utility costs are, by their very nature, subject to change based on regulatory and other changes that are beyond the Declarant's control and reasonable expectations. The Declarant reserves the right to revise the first year budget statement to reflect the increases to utilities set out in, including but without limitation, items A (1), (2) and (3) of the Utilities Operating Expenses and to provide each unit purchaser with a revised copy of the Condominium Corporation's first year statement. In such event, purchasers acknowledge and agree that they shall be bound such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change as defined by the *Condominium Act, 1998,* nor will the Declarant be accountable to the Corporation for any budget shortfall as a result thereof.
- d) The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study is \$24,000 including H.S.T.; the cost of the Performance Audit is \$80,000 including H.S.T.; the cost of both the turn over and year end financial audits is \$17,000 including H.S.T.
- e) Pursuant to a Bulk Internet Agreement as described in the Disclosure Statement, wherein a designated service provider will provide certain building communications services for the residents of the building, each Residential Unit owner in addition to the monthly common expenses, will be required to pay as part of the monthly common expenses a mandatory fee of \$25.00 (plus HST) per Residential Unit per month. The initial term of the agreement is anticipated to be sixty (60) months. The monthly internet fee to each Residential Unit is set out on the attached Schedule of Monthly Common Expenses. Please refer to the Disclosure Statement for further details.
- f) As described in the Disclosure Statement, wherein a designated service provider will provide intelligent leak detection technology to be installed within the residential dwelling units and/or the common elements in certain locations to monitor leakage of certain water pipes, each Residential Unit owner in addition to the monthly common expenses, will be required to pay as part of the monthly common expenses a mandatory fee of \$19.65 (plus HST) per Residential Unit per month. The monthly Eddy Water System to each Residential Unit is set out on the attached Schedule of Monthly Common Charges. Please refer to the Disclosure Statement for further details.
- g) As stated in the notes above, 15% of the operating expenses will be paid into the reserve fund account. The provision is \$973,000 for the first year.
- h) As at the date of the foregoing Budget, the condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$949,000 in the reserve fund account.
- i) At the time of preparation of the Initial Budget Statements and updated Budget Statement there are no judgments with respect to the property, against the Declarant nor is the Declarant Corporation a party to any lawsuit material to the within property.
- j) The cost, type, level and frequency of services is detailed in the budget notes.
- k) There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property except perhaps certain amenities and at rates to be established by the Board of Directors from time to time. There are no services not included in the foregoing budget (and Schedules thereto) that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at any subsequent time, a common expense, except for the inspection costs of the hard and soft caps and the monitoring program costs beyond the first year requirements as established under the Certificate of Property Use, and as more particularly described in the Disclosure Documents. Beyond the

first year, the Corporation inspection costs of the hard and soft caps and the monitoring program are estimated to be \$156,000 for Year 2, and for Year 3 \$90,000.

- I) The cost of Cable TV and telephone service to units will be on a user pay basis and is not a common expense and not included in the budget statement.
- m) The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
- n) Use of the Amenities and Facilities will be subject to special rules that may be established from time to time by the Board of Directors.
- o) Unit owners will be responsible for insuring any contents and improvements in their individual units .This insurance policy should also include personal third party liability insurance, reimbursement for living expenses outside of their units and protection against any deductible charges that might accrue to the owner from the Condominium Corporation. The Condominium Corporation shall insure the units (excluding contents and improvements) and the common elements for full replacement cost without deduction for depreciation with reference to the proposed standard unit.

#### **SCHEDULE I**

# BUDGET FOR THE EXPENSES SHARED BETWEEN THE TIME & SPACE CONDOMINIUM CORPORATION BUILDING A, B, C & D AND THE COMMERCIAL LAND OWNER(S)

The following budget and notes describe the expenses that the Time & Space Condominium Corporation will share with the Owner(s) of the Commercial Lands as contemplated and more particularly described in The Disclosure Statement. These expenses relate to the shared costs in maintaining the Shared Facilities including landscaping, snow removal, utilities, general maintenance of the sidewalks, Shared Servicing Systems, the Privately Owned Public Open Spaces, the Certificate of Property Use monitoring costs, the Shared Laneway and Loading Bay Areas and associated facilities and equipment, located at grade level.

The Easement and Cost Sharing Agreement will establish the allocation of costs which shall be apportioned by the Declarant on an equitable basis as more particularly described in the Easement and Cost Sharing Agreement. The Corporation and the owner(s) of the Commercial Lands will be responsible for its proportionate share of the cost of operating, maintaining, repairing and replacing the Residential and Commercial Shared Facilities as described in the Disclosure Statement on the basis of the total net saleable area, or total net leasable area( if referring to the Commercial lands), contained within the Time & Space Condominium Corporation bears to the total net saleable area contained in the Time & Space Condominium Corporation together with the total net leasable area contained in Commercial Lands.

The Declarant shall determine, said set saleable area and net leasable area, and such determination shall be final and binding on all parties to the subject Easement and Cost Sharing Agreement.

		Shared Facilities Costs	Shared Parking Garage Costs	Total Costs
A)	UTILITIES			
	Emergency Generator Gas Buildings A/B & Retail A/B Emergency Generator Gas Buildings C/D & Retail C/D Loading Dock/Staging Area Buildings A/B & Retail A/B Loading Dock/Garage Holding Area - Buildings C/D & Retail C/D TOTAL UTILITIES	2,500 2,500 4,000 <u>2,000</u> <b>11,000</b>	0 0 0 <u>0</u> <b>0</b>	2,500 2,500 4,000 2,000 <b>11,000</b>
B)	REPAIRS & MAINTENANCE			
	North Storm Tank Maintenance Buildings A/B & Retail A/B South Storm Tank Maintenance Buildings C/D & Retail C/D Plumbing / Storm / Sanitary Systems Buildings A/B & Retail A/B Plumbing / Storm / Sanitary Systems Buildings C/D & Retail C/D Emergency Generator Repairs & Maintenance Buildings A/B & Retail A/B	1,000 1,000 2,000 800	0 0 0 0	1,000 1,000 2,000 800 10,000
	Emergency Generator Repairs & Maintenance			
	Buildings C/D & Retail C/D Privately Owned Public Open Space- Repairs & Maintenance Laneway Overhead Garage Door Maintenance Shared Service doors & locks Maintenance TOTAL REPAIRS & MAINTENANCE	10,000 2,000 2,500 <u>1,200</u> <b>30,500</b>	0 0 0 <u>0</u> <b>0</b>	10,000 2,000 2,500 <u>1,200</u> <b>30,500</b>
C)	SERVICE CONTRACTS			
	Privately Owned Public Open Space - Landscaping Privately Owned Public Open Space - Snow Removal Laneway Housekeeping / Maint. Personnel	14,000 10,000	0 0	14,000 10,000
	Buildings A/B & Retail A/B Housekeeping / Maint. Personnel Buildings C/D & Retail C/D Wellway Landsonian Buildings A/B & Betail A/B	14,400 7,200	0	14,400 7,200
	Walkway Landscaping Buildings A/B & Retail A/B Walkway Landscaping Buildings C/D & Retail C/D	7,000 5,000	0 0	7,000 5,000
	Walkway Snow Removal Buildings A/B & Retail A/B Walkway Snow Removal Buildings C/D & Retail C/D Laneway Driveway Snow Removal / Maintenance /	10,000 6,000	0 0	10,000 6,000
	Power Wash / Sweep Buildings A/B & Retail A/B Driveway Snow Removal / Maintenance / Power Wash / Sweep	5,000	0	5,000
	Buildings C/D & Retail C/D CACF Annual Test Buildings A/B & Retail A/B	5,000 14,000	0 0	5,000 14,000
	CACF Annual Test Buildings C/D & Retail C/D Security Patrol	15,000 68,000	0 0	15,000 68,000
	Certificate of Property Use Monitoring	296,500 <b>477,100</b>	<u>0</u>	296,500 477,100
D)	<u>SUPPLIES</u>			
	Privately Owned Public Open Space - Lighting & Maintenance Supplies TOTAL SUPPLIES	2,000 <b>2,000</b>	<u>0</u> <b>0</b>	2,000 <b>2,000</b>
E)	GENERAL AND ADMINISTRATION			
	Insurance General Liability Coverage Audit Fees Property Management TOTAL GENERAL AND ADMINISTRATION	7,000 5,000 <u>20,000</u> <b>32,000</b>	0 0 <u>0</u> <b>0</b>	7,000 5,000 <u>20,000</u> <b>32,000</b>
AGR BET COR	AL PROJECT EASEMENT AND COST SHARING REEMENT OPERATING EXPENSES ALLOCATED WEEN THE TIME & SPACE CONDOMINIUM RPORATION BUILDING A, B, C & D & THE	552,600	·	552,600
	Allocation of Project Easement and Cost Sharing Agree	<u>ement</u>		
	Allocated to the A/B Commercial Land Owner(s) Allocated to Time & Space Condominium Corporation Allocated to the C/D Commercial Land Owner(s)		\$ 8,625 540,600 <u>3,375</u> \$552,600	

#### **BUDGET NOTES TO SCHEDULE I**

### SHARED BETWEEN THE TIME & SPACE CONDOMINIUM CORPORATION BUILDINGS A, B, C & D AND THE COMMERCIAL LAND OWNER(S)

#### A. <u>UTILITIES</u> (\$11,000)

#### 1. Emergency Generator Gas Buildings A/B & Retail A/B (\$2,500)

The budget provides for the cost of gas used in operating the shared emergency generator servicing Buildings A/B & Retail A/B.

#### 2. <u>Emergency Generator Gas Buildings C/D & Retail C/D</u> (\$2,500)

The budget provides for the cost of gas used in operating the shared emergency generator servicing Buildings C/D & Retail C/D.

#### 3. Loading Dock/Staging Area Buildings A/B & Retail A/B (\$4,000)

The budget provides for the hydro costs related to the loading dock area and all associated equipment servicing the Buildings A/B & Retail A/B.

#### 4. Loading Dock/Garage Holding Area Buildings C/D & Retail C/D (\$2,000)

The budget provides for the hydro costs related to the loading dock area and all associated equipment servicing Buildings C/D & Retail C/D.

#### B. <u>REPAIRS AND MAINTENANCE</u> (\$30,500)

#### 1. North Storm Tank Maintenance Buildings A/B & Retail A/B (\$1,000)

Estimated maintenance costs associated with maintaining the storm water room and tank servicing Buildings A/B & Retail A/B 1B.

#### 2. South Storm Tank Maintenance Buildings C/D & Retail C/D. (\$1,000)

Estimated maintenance costs associated with maintaining the storm water room and tank servicing the Buildings C/D & Retail C/D.

#### 3. Plumbing/Storm /Sanitary Systems Buildings A/B & Retail A/B (\$2,000)

Provision for any repairs and maintenance to the shared plumbing services and shared systems.

#### 4. Plumbing / Storm / Sanitary Systems Buildings C/D & Retail C/D (\$800)

Provision for any repairs and maintenance to the shared plumbing services servicing Buildings C/D & Retail C/D.

#### 5. <u>Emergency Generator Repairs & Maintenance Buildings A/B & Retail A/B</u> (\$10,000)

Estimated cost to inspect the emergency generator on a semi-annual basis together with an allowance for any repairs servicing Buildings A/B & Retail A/B.

#### 6. <u>Emergency Generator Repairs & Maintenance Buildings C/D & Retail C/D</u> (\$10,000)

Estimated cost to inspect the emergency generator on a semi-annual basis together with an allowance for any repairs servicing Buildings C/D & Retail C/D.

#### 7. Privately Owned Public Open Space- Repairs & Maintenance (\$2,000)

Provision to repair and maintain the Privately Owned Public Open Space.

#### 8. Laneway Overhead Garage Door Maintenance Buildings A/B & Retail A/B (\$2,500)

Estimated cost to repair and maintain the main entranceway overhead door leading into the interior laneway servicing the project.

#### 9. Shared Service doors & locks Maintenance (\$1,200)

Provision for repairs to any shared service doors and door locks.

#### C. <u>CONTRACTS</u> (\$477,100)

#### 1. Privately Owned Public Open Space - Landscaping (\$14,000)

The estimated cost to maintain the landscaping and grounds associated with the Privately Owned Public Open Space.

#### 2. Privately Owned Public Open Space - Snow Removal (\$10,000)

The estimated cost to maintain and keep the Privately Owned Public Open Space walkways and grounds clear of snow and ice, including the cost of sand and salt.

### 3. <u>Laneway Housekeeping / Maintenance Personnel Buildings A/B & Retail A/B</u> (\$14,400)

The estimated cost to clean the shared laneway including any maintenance that may be required towards maintaining the shared services between Buildings A/B & Retail A/B .

#### 4. Housekeeping / Maintenance Personnel Buildings C/D & Retail C/D (\$7,200)

The estimated cost to clean the shared corridors including any maintenance that may be required by the maintenance personnel towards maintaining Buildings C/D & Retail C/D.

#### 5. Walkway Landscaping Buildings A/B & Retail A/B (\$7,000)

The estimated cost to maintain as may be required by the city, any landscaping within Buildings A/B & Retail A/B property, including trees located around the perimeter of the building.

#### 6. Walkway Landscaping Buildings C/D & Retail C/D (\$5,000)

The estimated cost to maintain as may be required by the city, any landscaping within Buildings C/D & Retail C/D property, including trees located around the perimeter of the building.

#### 7. Walkway Snow Removal Buildings A/B & Retail A/B (\$10,000)

The estimated cost to maintain and keep the city public sidewalks within Buildings A/B & Retail A/B property, clear of snow and ice, including the cost of sand and salt.

#### 8. Walkway Snow Removal Buildings C/D & Retail C/D (\$6,000)

The estimated cost to maintain and keep the city public sidewalks within the Buildings C/D & Retail C/D property, clear of snow and ice, including the cost of sand and salt.

### 9. <u>Laneway Driveway Snow Removal / Maintenance / Power Wash / Sweep Buildings</u> <u>A/B & Retail A/B</u> (\$5,000)

The estimated cost to maintain and keep the interior shared laneway clear of snow and ice including the cost of sand and salt.

### 10. <u>Driveway Snow Removal / Maintenance / Power Wash / Sweep Buildings C/D & Retail C/D</u> (\$5,000)

The estimated cost to maintain and keep the east /west driveway within Buildings C/D & Retail C/D property clear of snow and ice including the cost of sand and salt.

#### 11. CACF Annual Test Buildings A/B & Retail A/B (\$14,000)

This account provides for the monthly and annual testing, as well as a provision for repairs to any shared life safety systems and devices as required by the Ontario Fire Code servicing Buildings A/B & Retail A/B.

#### 12. CACF Annual Test Buildings C/D & Retail C/D (\$15,000)

This account provides for the monthly and annual testing, as well as a provision for repairs to any shared life safety systems and devices as required by the Ontario Fire Code servicing Buildings C/D & Retail C/D.

#### 13. <u>Security Patrol</u> (\$68,000)

The estimated cost to provide a roving security/patrol guard patrolling the shared facilities, 8 hours per day, 7 days a week.

#### 14. <u>Certificate of Property Use Monitoring</u> (\$296,500)

The estimated cost to undertake all environmental monitoring and inspection costs relating to the requirements under the certificate of property use as more particularly described on the Disclosure Statements.

#### D. <u>SUPPLIES</u> (\$2,000)

#### 1. Privately Owned Public Open Space - Lighting & Maintenance Supplies (\$2,000)

Provision for maintenance and lighting supplies used for the maintenance of the Public Open Space.

#### E. **GENERAL AND ADMINISTRATION** (\$32,000)

#### 1. <u>Insurance General Liability Coverage</u> (\$7,000)

Insurance premium for comprehensive general liability and any shared property coverage for the project.

#### 2. <u>Audit Fees</u> (\$5,000)

An allowance for the year end audit related to the operation of the shared facilities has been accounted for.

#### 3. Property Management (\$20,000)

The estimated management fees payable to the manager including all accounting services in maintaining the financial records pursuant to the cost sharing agreement.

#### **BUILDING A, B, C & D**

UNIT NO.	LEVEL NO.	SUITE NO.	MO!	NTHLY COMMON CHARGEM BULK INTERNET PER UNIT	ONTHLY COMMON CHARGE EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	TOTAL MONTHLY COMMON ELEMEN CHARGES BY UNIT
1	1	101	60 Princess	28.25	22.20	634.35	684.80
2	1	101	60 Princess	28.25	22.20	648.02	698.47
3	1	103	60 Princess	28.25	22.20	583.40	633.85
4	1	104	60 Princess	28.25	22.20	699.58	750.03
5	1	105	60 Princess	28.25	22.20	693.99	744.44
6	1	106	60 Princess	28.25	22.20	746.80	797.25
7	1	107	60 Princess	28.25	22.20	803.34	853.79
8	1	108	60 Princess	28.25	22.20	612.60	663.05
9	1	109	60 Princess	28.25	22.20	596.45	646.90
10 11	1	110 111	60 Princess 60 Princess	28.25 28.25	22.20 22.20	734.38 677.84	784.83 728.29
12	1	112	200 The Esplanade	28.25	22.20	591.48	641.93
13	1	113	201 The Esplanade	28.25	22.20	661.68	712.13
14	1	114	202 The Esplanade	28.25	22.20	537.42	587.87
1	2	201	60 Princess	28.25	22.20	364.70	415.15
2	2	202	60 Princess	28.25	22.20	321.21	371.66
3 4	2 2	203 204	60 Princess 60 Princess	28.25	22.20 22.20	382.10 390.80	432.55 441.25
5	2	204	60 Princess	28.25 28.25	22.20	397.01	441.23 447.46
6	2	206	60 Princess	28.25	22.20	367.81	418.26
7	2	207	60 Princess	28.25	22.20	327.43	377.88
8	2	208	60 Princess	28.25	22.20	416.89	467.34
9	2	209	60 Princess	28.25	22.20	411.30	461.75
10	2	210	60 Princess	28.25	22.20	466.60	517.05
11	2	211	60 Princess	28.25	22.20	423.11	473.56
12	2	212	60 Princess	28.25	22.20	324.32	374.77
13	2	213	60 Princess	28.25	22.20	306.92	357.37
14 15	2 2	214 215	60 Princess 60 Princess	28.25 28.25	22.20 22.20	318.73 333.02	369.18 383.47
16	2	216	60 Princess	28.25	22.20	356.00	406.45
17	2	217	60 Princess	28.25	22.20	327.43	377.88
18	2	218	60 Princess	28.25	22.20	298.22	348.67
19	2	219	121 Lower Sherbourne	28.25	22.20	298.22	348.67
20	2	220	121 Lower Sherbourne	28.25	22.20	327.43	377.88
21	2	221	121 Lower Sherbourne	28.25	22.20	356.00	406.45
22	2	222	121 Lower Sherbourne	28.25	22.20	333.02	383.47
23	2	223	121 Lower Sherbourne	28.25	22.20	318.73	369.18
24 25	2 2	224 225	121 Lower Sherbourne 121 Lower Sherbourne	28.25 28.25	22.20 22.20	306.92 324.32	357.37 374.77
26	2	226	121 Lower Sherbourne	28.25	22.20	423.11	473.56
27	2	227	121 Lower Sherbourne	28.25	22.20	466.60	517.05
28	2	228	121 Lower Sherbourne	28.25	22.20	411.30	461.75
29	2	229	121 Lower Sherbourne	28.25	22.20	416.89	467.34
30	2	230	121 Lower Sherbourne	28.25	22.20	327.43	377.88
31	2	231	121 Lower Sherbourne	28.25	22.20	367.81	418.26
32	2	232	121 Lower Sherbourne	28.25	22.20	397.01	447.46
33	2	233	121 Lower Sherbourne	28.25	22.20	390.80	441.25
34	2	234	121 Lower Sherbourne	28.25	22.20	382.10	432.55
35 36	2 2	235 236	121 Lower Sherbourne 121 Lower Sherbourne	28.25 28.25	22.20 22.20	321.21 364.70	371.66 415.15
1	3	301	70 Princess	28.25	22.20	454.79	505.24
2	3	302	70 Princess	28.25	22.20	454.79	505.24
3	3	303	70 Princess	28.25	22.20	393.90	444.35
4	3	304	70 Princess	28.25	22.20	367.81	418.26
5	3	305	70 Princess	28.25	22.20	336.12	386.57
6	3	306	70 Princess	28.25	22.20	347.31	397.76
7 8	3	307 308	70 Princess 70 Princess	28.25 28.25	22.20 22.20	402.60 295.74	453.05 346.19
9	3	309	70 Princess	28.25	22.20	310.03	360.48
10	3	310	70 Princess	28.25	22.20	390.80	441.25
11	3	311	70 Princess	28.25	22.20	388.31	438.76
12	3	312	70 Princess	28.25	22.20	457.90	508.35
13	3	313	70 Princess	28.25	22.20	260.95	311.40
14	3	314	70 Princess	28.25	22.20	350.41	400.86
15	3	315	135 Lower Sherbourne	28.25	22.20	376.51	426.96
16	3	316	135 Lower Sherbourne	28.25	22.20	379.61	430.06
17	3	317	135 Lower Sherbourne	28.25	22.20	379.61	430.06
18	3	318	135 Lower Sherbourne	28.25	22.20	350.41	400.86

#### **BUILDING A, B, C & D**

				MONTHLY COMMON CHARGEMO	ONTHLY COMMON CHARGE		TOTAL MONTHLY
UNIT NO.	LEVEL NO.	SUITE NO.	MUNICIPAL ADDRESS	BULK INTERNET PER UNIT	EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	COMMON ELEMEN CHARGES BY UNIT
19	3	319	135 Lower Sherbourne	28.25	22.20	260.95	311.40
20	3	320	135 Lower Sherbourne	28.25	22.20	460.38	510.83
21	3	321	135 Lower Sherbourne	28.25	22.20	373.40	423.85
22	3	322	135 Lower Sherbourne	28.25	22.20	402.60	453.05
23	3	323	135 Lower Sherbourne	28.25	22.20	310.03	360.48
24	3	324	135 Lower Sherbourne	28.25	22.20	295.74	346.19
25	3	325	135 Lower Sherbourne	28.25	22.20	402.60	453.05
26	3	326	135 Lower Sherbourne	28.25	22.20	347.31	397.76
27	3	327	135 Lower Sherbourne	28.25	22.20	336.12	386.57
28	3	328	135 Lower Sherbourne	28.25	22.20	367.81	418.26
29	3	329	135 Lower Sherbourne	28.25	22.20	393.90	444.35
30	3	330	135 Lower Sherbourne	28.25	22.20	454.79	505.24
31	3	331	135 Lower Sherbourne	28.25	22.20	451.69	502.14
32	3	332	135 Lower Sherbourne	28.25	22.20	321.21	371.66
33	3	333	135 Lower Sherbourne	28.25	22.20	289.53	339.98
34	3	334	135 Lower Sherbourne	28.25	22.20	260.95	311.40
35	3	335	135 Lower Sherbourne	28.25	22.20	283.93	334.38
36	3	336	135 Lower Sherbourne 60 Princess	28.25	22.20	321.21	371.66
37 38	3 3	337 338	60 Princess	28.25 28.25	22.20 22.20	321.21 382.10	371.66 432.55
39	3	339	60 Princess	28.25	22.20	390.80	432.33
40	3	340	60 Princess	28.25	22.20	397.01	447.46
41	3	341	60 Princess	28.25	22.20	367.81	418.26
42	3	342	60 Princess	28.25	22.20	327.43	377.88
43	3	343	60 Princess	28.25	22.20	416.89	467.34
44	3	344	60 Princess	28.25	22.20	411.30	461.75
45	3	345	60 Princess	28.25	22.20	466.60	517.05
46	3	346	60 Princess	28.25	22.20	423.11	473.56
47	3	347	60 Princess	28.25	22.20	324.32	374.77
48	3	348	60 Princess	28.25	22.20	306.92	357.37
49	3	349	60 Princess	28.25	22.20	318.73	369.18
50	3	350	60 Princess	28.25	22.20	333.02	383.47
51	3	351	60 Princess	28.25	22.20	356.00	406.45
52	3	352	60 Princess	28.25	22.20	327.43	377.88
53	3	353	60 Princess	28.25	22.20	298.22	348.67
54	3	354	60 Princess	28.25	22.20	364.70	415.15
55	3	355	121 Lower Sherbourne	28.25	22.20	364.70	415.15
56 57	3	356 357	121 Lower Sherbourne 121 Lower Sherbourne	28.25 28.25	22.20 22.20	298.22	348.67
58	3	357 358	121 Lower Sherbourne	28.25	22.20	327.43 356.00	377.88 406.45
59	3	359	121 Lower Sherbourne	28.25	22.20	333.02	383.47
60	3	360	121 Lower Sherbourne	28.25	22.20	318.73	369.18
61	3	361	121 Lower Sherbourne	28.25	22.20	306.92	357.37
62	3	362	121 Lower Sherbourne	28.25	22.20	324.32	374.77
63	3	363	121 Lower Sherbourne	28.25	22.20	423.11	473.56
64	3	364	121 Lower Sherbourne	28.25	22.20	466.60	517.05
65	3	365	121 Lower Sherbourne	28.25	22.20	411.30	461.75
66	3	366	121 Lower Sherbourne	28.25	22.20	416.89	467.34
67	3	367	121 Lower Sherbourne	28.25	22.20	327.43	377.88
68	3	368	121 Lower Sherbourne	28.25	22.20	367.81	418.26
69	3	369	121 Lower Sherbourne	28.25	22.20	397.01	447.46
70	3	370	121 Lower Sherbourne	28.25	22.20	390.80	441.25
71	3	371	121 Lower Sherbourne	28.25	22.20	382.10	432.55
72	3	372	121 Lower Sherbourne	28.25	22.20	321.21	371.66
1	4	401	70 Princess	28.25	22.20	454.79	505.24
2	4	402	70 Princess	28.25	22.20	454.79	505.24
3	4	403	70 Princess	28.25	22.20	393.90	444.35
4	4	404	70 Princess	28.25	22.20	367.81	418.26
5	4	405	70 Princess	28.25	22.20	336.12	386.57
6	4	406	70 Princess	28.25	22.20	347.31	397.76
7	4	407	70 Princess	28.25	22.20	402.60	453.05
8	4	408	70 Princess	28.25	22.20	295.74	346.19
9	4	409	70 Princess	28.25	22.20	310.03	360.48
10	4	410	70 Princess	28.25	22.20	390.80	441.25
11	4	411	70 Princess	28.25	22.20	388.31 457.90	438.76
12 13	4	412 413	70 Princess 70 Princess	28.25 28.25	22.20	457.90 260.95	508.35 311.40
13 14	4	413	70 Princess 70 Princess	28.25	22.20 22.20	260.95 350.41	311.40 400.86
15	4	414	135 Lower Sherbourne	28.25	22.20	376.51	400.86 426.96
16	4	416	135 Lower Sherbourne	28.25	22.20	379.61	430.06
••	•		Shoroune	20.20	22.20	5.7.01	.50.00

#### **BUILDING A, B, C & D**

			MON	NTHLY COMMON CHARGEM	ONTHLY COMMON CHARG	E	TOTAL MONTHLY
UNIT NO.	LEVEL NO.	SUITE NO.	MUNICIPAL ADDRESS	BULK INTERNET PER UNIT	EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	COMMON ELEMEN CHARGES BY UNIT
17	4	417	135 Lower Sherbourne	28.25	22.20	379.61	430.06
18	4	418	135 Lower Sherbourne	28.25	22.20	350.41	400.86
19	4	419	135 Lower Sherbourne	28.25	22.20	260.95	311.40
20	4	420	135 Lower Sherbourne	28.25	22.20	460.38	510.83
21	4	421	135 Lower Sherbourne	28.25	22.20	373.40	423.85
22	4	422	135 Lower Sherbourne	28.25	22.20	402.60	453.05
23	4	423	135 Lower Sherbourne	28.25	22.20	310.03	360.48
24	4	424	135 Lower Sherbourne	28.25	22.20	295.74	346.19
25	4	425	135 Lower Sherbourne	28.25	22.20	402.60	453.05
26	4	426	135 Lower Sherbourne	28.25	22.20	347.31	397.76
27	4	427	135 Lower Sherbourne	28.25	22.20	336.12	386.57
28	4	428	135 Lower Sherbourne	28.25	22.20	367.81	418.26
29	4	429	135 Lower Sherbourne	28.25	22.20	393.90	444.35
30	4	430	135 Lower Sherbourne	28.25	22.20	454.79	505.24
31	4	431	135 Lower Sherbourne	28.25	22.20	451.69	502.14
32	4	432	135 Lower Sherbourne	28.25	22.20	321.21	371.66
33	4	433	135 Lower Sherbourne	28.25	22.20	289.53	339.98
34	4	434	135 Lower Sherbourne	28.25	22.20	260.95	311.40
35	4	435	135 Lower Sherbourne	28.25	22.20	283.93	334.38
36	4	436	135 Lower Sherbourne	28.25	22.20	321.21	371.66
37	4	437	60 Princess	28.25	22.20	321.21	371.66
38	4	438	60 Princess	28.25	22.20	382.10	432.55
39	4	439	60 Princess	28.25	22.20	390.80	441.25
40	4	440	60 Princess	28.25	22.20	397.01	447.46
41 42	4	441 442	60 Princess 60 Princess	28.25 28.25	22.20 22.20	367.81 327.43	418.26 377.88
43	4	442	60 Princess	28.25	22.20	416.89	467.34
44	4	444	60 Princess	28.25	22.20	411.30	461.75
45	4	445	60 Princess	28.25	22.20	466.60	517.05
46	4	446	60 Princess	28.25	22.20	423.11	473.56
47	4	447	60 Princess	28.25	22.20	324.32	374.77
48	4	448	60 Princess	28.25	22.20	306.92	357.37
49	4	449	60 Princess	28.25	22.20	318.73	369.18
50	4	450	60 Princess	28.25	22.20	333.02	383.47
51	4	451	60 Princess	28.25	22.20	356.00	406.45
52	4	452	60 Princess	28.25	22.20	327.43	377.88
53	4	453	60 Princess	28.25	22.20	298.22	348.67
54	4	454	60 Princess	28.25	22.20	364.70	415.15
55	4	455	121 Lower Sherbourne	28.25	22.20	364.70	415.15
56	4	456	121 Lower Sherbourne	28.25	22.20	298.22	348.67
57	4	457	121 Lower Sherbourne	28.25	22.20	327.43	377.88
58	4	458	121 Lower Sherbourne	28.25	22.20	356.00	406.45
59	4	459	121 Lower Sherbourne	28.25	22.20	333.02	383.47
60	4	460	121 Lower Sherbourne	28.25	22.20	318.73	369.18
61	4	461	121 Lower Sherbourne	28.25	22.20	306.92	357.37
62	4	462	121 Lower Sherbourne	28.25	22.20	324.32	374.77
63	4	463	121 Lower Sherbourne	28.25	22.20	423.11	473.56
64	4	464	121 Lower Sherbourne	28.25	22.20	466.60	517.05
65	4	465	121 Lower Sherbourne	28.25	22.20	411.30	461.75
66	4	466	121 Lower Sherbourne	28.25	22.20	416.89	467.34
67	4	467	121 Lower Sherbourne	28.25	22.20	327.43	377.88
68	4	468	121 Lower Sherbourne	28.25	22.20	367.81	418.26
69	4	469	121 Lower Sherbourne	28.25	22.20	397.01	447.46
70	4	470	121 Lower Sherbourne	28.25	22.20	390.80	441.25
71	4	471	121 Lower Sherbourne	28.25	22.20	382.10	432.55
72	4	472	121 Lower Sherbourne	28.25	22.20	321.21	371.66
1	5	501	70 Princess	29.25	22.20	454.70	505 24
1 2	5	501	70 Princess	28.25	22.20	454.79	505.24
		502	70 Princess	28.25	22.20	454.79	505.24
3 4	5 5	503	70 Princess	28.25	22.20	393.90	444.35
5	5	504 505	70 Princess 70 Princess	28.25 28.25	22.20 22.20	382.10	432.55 386.57
6	5	506	70 Princess	28.25	22.20	336.12	397.76
7	5	507				347.31	
8			70 Princess	28.25	22.20	402.60	453.05
8	5 5	508 509	70 Princess 70 Princess	28.25	22.20	295.74	346.19 360.48
9 10	5	509 510	70 Princess	28.25 28.25	22.20	310.03	360.48 441.25
					22.20	390.80	
11	5	511 512	70 Princess	28.25	22.20	393.90	444.35
12	5	512 513	70 Princess	28.25	22.20	411.30	461.75 348.67
13	5	513 514	60 Princess	28.25	22.20	298.22	348.67 357.37
14	5	514	60 Princess	28.25	22.20	306.92	357.37
15	5	515	60 Princess	28.25	22.20	359.11	409.56
16 17	5	516 517	60 Princess	28.25	22.20	382.10	432.55
17	5	517	60 Princess	28.25	22.20	390.80	441.25
18	5	518	60 Princess	28.25	22.20	397.01	447.46

#### **BUILDING A, B, C & D**

UNIT NO.	LEVEL <u>NO.</u>	SUITE NO.	MUNICIPAL ADDRESS	MONTHLY COMMON CHARGEM BULK INTERNET PER UNIT	ONTHLY COMMON CHARGE EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	TOTAL MONTHLY COMMON ELEMEN CHARGES BY UNIT
19	5	519	60 Princess	28.25	22.20	367.81	418.26
20	5	520	60 Princess	28.25	22.20	327.43	377.88
21	5	521	60 Princess	28.25	22.20	416.89	467.34
22	5	522	60 Princess	28.25	22.20	411.30	461.75
23	5	523	60 Princess	28.25	22.20	466.60	517.05
24	5	524	60 Princess	28.25	22.20	423.11	473.56
25	5	525	60 Princess	28.25	22.20	324.32	374.77
26	5	526	60 Princess	28.25	22.20	306.92	357.37
27	5	527	60 Princess	28.25	22.20	318.73	369.18
28	5	528	60 Princess	28.25	22.20	333.02	383.47
29	5	529	60 Princess	28.25	22.20	356.00	406.45
30	5	530	60 Princess	28.25	22.20	327.43	377.88
31	5	531	60 Princess	28.25	22.20	298.22	348.67
32	5 5	532	60 Princess	28.25	22.20	333.02	383.47
33 34	5	533	60 Princess	28.25	22.20	344.82	395.27
	5	534	60 Princess 70 Princess	28.25 28.25	22.20 22.20	336.12 353.52	386.57 403.97
35 36	5	535 536	135 Lower Sherbourne	28.25	22.20	376.51	426.96
37	5	537	135 Lower Sherbourne	28.25	22.20	379.61	430.06
38	5	538	135 Lower Sherbourne	28.25	22.20	379.61	430.06
39	5	539	135 Lower Sherbourne	28.25	22.20	353.52	403.97
40	5	540	121 Lower Sherbourne	28.25	22.20	336.12	386.57
41	5	541	121 Lower Sherbourne	28.25	22.20	344.82	395.27
42	5	542	121 Lower Sherbourne	28.25	22.20	333.02	383.47
43	5	543	121 Lower Sherbourne	28.25	22.20	298.22	348.67
44	5	544	121 Lower Sherbourne	28.25	22.20	327.43	377.88
45	5	545	121 Lower Sherbourne	28.25	22.20	356.00	406.45
46	5	546	121 Lower Sherbourne	28.25	22.20	333.02	383.47
47	5	547	121 Lower Sherbourne	28.25	22.20	318.73	369.18
48	5	548	121 Lower Sherbourne	28.25	22.20	306.92	357.37
49	5	549	121 Lower Sherbourne	28.25	22.20	324.32	374.77
50	5	550	121 Lower Sherbourne	28.25	22.20	423.11	473.56
51	5	551	121 Lower Sherbourne	28.25	22.20	466.60	517.05
52	5	552	121 Lower Sherbourne	28.25	22.20	411.30	461.75
53	5	553	121 Lower Sherbourne	28.25	22.20	416.89	467.34
54	5	554	121 Lower Sherbourne	28.25	22.20	327.43	377.88
55	5	555	121 Lower Sherbourne	28.25	22.20	367.81	418.26
56	5	556	121 Lower Sherbourne	28.25	22.20	397.01	447.46
57	5	557	121 Lower Sherbourne	28.25	22.20	390.80	441.25
58	5	558	121 Lower Sherbourne	28.25	22.20	382.10	432.55
59	5	559	121 Lower Sherbourne	28.25	22.20	359.11	409.56
60	5	560	121 Lower Sherbourne	28.25	22.20	306.92	357.37
61	5	561	121 Lower Sherbourne	28.25	22.20	301.33	351.78
62	5	562	135 Lower Sherbourne	28.25	22.20	408.19	458.64
63	5	563	135 Lower Sherbourne	28.25	22.20	382.10	432.55
64	5	564	135 Lower Sherbourne 135 Lower Sherbourne	28.25	22.20	402.60	453.05
65	5 5	565	135 Lower Sherbourne	28.25 28.25	22.20 22.20	310.03 295.74	360.48 346.19
66 67	5	566 567	135 Lower Sherbourne		22.20	402.60	453.05
67 68	5	567 568	135 Lower Sherbourne	28.25 28.25	22.20	347.31	433.03 397.76
69	5	569	135 Lower Sherbourne	28.25	22.20	336.12	386.57
70	5	570	135 Lower Sherbourne	28.25	22.20	382.10	432.55
71	5	571	135 Lower Sherbourne	28.25	22.20	393.90	444.35
72	5	572	135 Lower Sherbourne	28.25	22.20	454.79	505.24
73	5	573	135 Lower Sherbourne	28.25	22.20	451.69	502.14
74	5	574	135 Lower Sherbourne	28.25	22.20	321.21	371.66
75	5	575	135 Lower Sherbourne	28.25	22.20	289.53	339.98
76	5	576	135 Lower Sherbourne	28.25	22.20	260.95	311.40
77	5	577	135 Lower Sherbourne	28.25	22.20	283.93	334.38
78	5	578	135 Lower Sherbourne	28.25	22.20	321.21	371.66
1	6	601	70 Princess	28.25	22.20	454.79	505.24
2	6	602	70 Princess	28.25	22.20	454.79	505.24
3	6	603	70 Princess	28.25	22.20	393.90	444.35
4	6	604	70 Princess	28.25	22.20	382.10	432.55
5	6	605	70 Princess	28.25	22.20	336.12	432.33 386.57
6	6	606	70 Princess	28.25	22.20	347.31	397.76
7	6	607	70 Princess	28.25	22.20	402.60	453.05
8	6	608	70 Princess	28.25	22.20	295.74	433.03 346.19
9	6	609	70 Princess	28.25	22.20	310.03	360.48
10	6	610	70 Princess	28.25	22.20	390.80	441.25
10	6	611	70 Princess	28.25	22.20	393.90	444.35
12	6	612	70 Princess	28.25	22.20	411.30	461.75
13	6	613	60 Princess	28.25	22.20	298.22	348.67
14	6	614	60 Princess	28.25	22.20	306.92	357.37

#### **BUILDING A, B, C & D**

			МО	NTHLY COMMON CHARGEMO	ONTHLY COMMON CHARGE		TOTAL MONTHLY
UNIT	LEVEL	SUITE		BULK INTERNET	EDDY SYSTEM	MONTHLY	COMMON ELEMEN
NO.	NO.	NO.	MUNICIPAL ADDRESS	PER UNIT	PER UNIT	COMMON CHARGE	CHARGES BY UNIT
15	6	615	60 Princess	28.25	22.20	359.11	409.56
16	6	616	60 Princess	28.25	22.20	382.10	432.55
17	6	617	60 Princess	28.25	22.20	390.80	441.25
18	6	618	60 Princess	28.25	22.20	397.01	447.46
19	6	619	60 Princess	28.25	22.20	367.81	418.26
20	6	620	60 Princess	28.25	22.20	327.43	377.88
21	6	621	60 Princess	28.25	22.20	416.89	467.34
22	6	622	60 Princess	28.25	22.20	411.30	461.75
23	6	623	60 Princess	28.25	22.20	466.60	517.05
24	6	624	60 Princess	28.25	22.20	423.11	473.56
25	6	625	60 Princess	28.25	22.20	324.32	374.77
26 27	6 6	626 627	60 Princess 60 Princess	28.25 28.25	22.20 22.20	306.92 318.73	357.37 369.18
28	6	628	60 Princess	28.25	22.20	333.02	383.47
29	6	629	60 Princess	28.25	22.20	356.00	406.45
30	6	630	60 Princess	28.25	22.20	327.43	377.88
31	6	631	60 Princess	28.25	22.20	298.22	348.67
32	6	632	60 Princess	28.25	22.20	333.02	383.47
33	6	633	60 Princess	28.25	22.20	344.82	395.27
34	6	634	60 Princess	28.25	22.20	336.12	386.57
35	6	635	70 Princess	28.25	22.20	353.52	403.97
36	6	636	135 Lower Sherbourne	28.25	22.20	376.51	426.96
37	6	637	135 Lower Sherbourne	28.25	22.20	379.61	430.06
38	6	638	135 Lower Sherbourne	28.25	22.20	379.61	430.06
39	6	639	135 Lower Sherbourne	28.25	22.20	353.52	403.97
40	6	640	121 Lower Sherbourne	28.25	22.20	336.12	386.57
41	6	641	121 Lower Sherbourne	28.25	22.20	344.82	395.27
42	6	642	121 Lower Sherbourne	28.25	22.20	333.02	383.47
43	6	643	121 Lower Sherbourne	28.25	22.20	298.22	348.67
44	6	644	121 Lower Sherbourne	28.25	22.20	327.43	377.88
45	6	645	121 Lower Sherbourne	28.25	22.20	356.00	406.45
46	6	646	121 Lower Sherbourne	28.25	22.20	333.02	383.47
47	6	647	121 Lower Sherbourne	28.25	22.20	318.73	369.18
48	6	648	121 Lower Sherbourne	28.25	22.20	306.92	357.37
49	6	649	121 Lower Sherbourne	28.25	22.20	324.32	374.77
50	6	650	121 Lower Sherbourne	28.25	22.20	423.11	473.56
51	6	651	121 Lower Sherbourne	28.25	22.20	466.60	517.05
52	6	652	121 Lower Sherbourne	28.25	22.20	411.30	461.75
53	6	653	121 Lower Sherbourne	28.25	22.20	416.89	467.34
54	6	654	121 Lower Sherbourne	28.25	22.20	327.43	377.88
55	6	655	121 Lower Sherbourne	28.25	22.20	367.81	418.26
56	6	656	121 Lower Sherbourne	28.25	22.20	397.01	447.46
57	6	657	121 Lower Sherbourne	28.25	22.20	390.80	441.25
58	6	658	121 Lower Sherbourne	28.25	22.20	382.10	432.55
59	6	659	121 Lower Sherbourne	28.25	22.20	359.11	409.56
60	6	660	121 Lower Sherbourne	28.25	22.20	306.92	357.37
61	6	661	121 Lower Sherbourne	28.25	22.20	301.33	351.78
62	6	662	135 Lower Sherbourne	28.25	22.20	408.19	458.64
63	6	663	135 Lower Sherbourne	28.25	22.20	382.10	432.55
64	6	664	135 Lower Sherbourne	28.25	22.20	402.60	453.05
65	6	665	135 Lower Sherbourne	28.25	22.20	310.03	360.48
66	6	666	135 Lower Sherbourne	28.25	22.20	295.74	346.19
67	6	667	135 Lower Sherbourne	28.25	22.20	402.60	453.05
68	6	668	135 Lower Sherbourne	28.25	22.20	347.31	397.76
69	6	669	135 Lower Sherbourne	28.25	22.20	336.12	386.57
70	6	670	135 Lower Sherbourne	28.25	22.20	382.10	432.55
71	6	671	135 Lower Sherbourne	28.25	22.20	393.90	444.35
72	6	672	135 Lower Sherbourne	28.25	22.20	454.79	505.24
73	6	673	135 Lower Sherbourne	28.25	22.20	451.69	502.14
74 75	6	674	135 Lower Sherbourne	28.25	22.20	321.21	371.66
75	6	675	135 Lower Sherbourne	28.25	22.20	289.53	339.98
76 77	6 6	676 677	135 Lower Sherbourne 135 Lower Sherbourne	28.25 28.25	22.20 22.20	260.95 283.93	311.40 334.38
78	6	678	135 Lower Sherbourne	28.25	22.20	321.21	334.38 371.66
78	O	078	133 Lower Sherbourne	26.23	22.20	321.21	371.00
1	7	701	70 Princess	28.25	22.20	454.79	505.24
2	7	701	70 Princess	28.25	22.20	454.79	505.24
3	7	702	70 Princess	28.25	22.20	393.90	444.35
4	7	703	70 Princess	28.25	22.20	382.10	432.55
5	7	704	70 Princess	28.25	22.20	336.12	386.57
6	7	706	70 Princess	28.25	22.20	347.31	397.76
7	7	707	70 Princess	28.25	22.20	402.60	453.05
8	7	708	70 Princess	28.25	22.20	295.74	346.19
9	7	709	70 Princess	28.25	22.20	310.03	360.48
10	7	710	70 Princess	28.25	22.20	390.80	441.25
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#### **BUILDING A, B, C & D**

			MO	ONTHLY COMMON CHARGEMO	ONTHLY COMMON CHARGE		TOTAL MONTHLY
UNIT	LEVEL	SUITE		BULK INTERNET	EDDY SYSTEM	MONTHLY	COMMON ELEMEN
NO.	NO.	NO.	MUNICIPAL ADDRESS	PER UNIT	PER UNIT	COMMON CHARGE	CHARGES BY UNIT
11	7	711	70 Princess	28.25	22.20	393.90	444.35
12	7	712	70 Princess	28.25	22.20	411.30	461.75
13	7	713	60 Princess	28.25	22.20	298.22	348.67
14	7	714	60 Princess	28.25	22.20	306.92	357.37
15	7	715	60 Princess	28.25	22.20	359.11	409.56
16	7	716	60 Princess	28.25	22.20	382.10	432.55
17	7	717	60 Princess	28.25	22.20	390.80	441.25
18	7	718	60 Princess	28.25	22.20	397.01	447.46
19	7	719	60 Princess	28.25	22.20	367.81	418.26
20	7	720	60 Princess	28.25	22.20	327.43	377.88
21	7	721	60 Princess	28.25	22.20	416.89	467.34
22	7	722	60 Princess	28.25	22.20	411.30	461.75
23	7	723	60 Princess	28.25	22.20		517.05
						466.60	
24	7	724	60 Princess	28.25	22.20	423.11	473.56
25	7	725	60 Princess	28.25	22.20	324.32	374.77
26	7	726	60 Princess	28.25	22.20	306.92	357.37
27	7	727	60 Princess	28.25	22.20	318.73	369.18
28	7	728	60 Princess	28.25	22.20	333.02	383.47
29	7	729	60 Princess	28.25	22.20	356.00	406.45
30	7	730	60 Princess	28.25	22.20	327.43	377.88
31	7	731	60 Princess	28.25	22.20	298.22	348.67
32	7	732	60 Princess	28.25	22.20	333.02	383.47
33	7	733	60 Princess	28.25	22.20	344.82	395.27
34	7	734	60 Princess	28.25	22.20	336.12	386.57
35	7	735	70 Princess	28.25	22.20	353.52	403.97
36	7	736	135 Lower Sherbourne	28.25	22.20	376.51	426.96
37	7	737	135 Lower Sherbourne	28.25	22.20	379.61	430.06
38	7	738	135 Lower Sherbourne	28.25	22.20	379.61	430.06
39	7		135 Lower Sherbourne				
		739		28.25	22.20	353.52	403.97
40	7	740	121 Lower Sherbourne	28.25	22.20	336.12	386.57
41	7	741	121 Lower Sherbourne	28.25	22.20	344.82	395.27
42	7	742	121 Lower Sherbourne	28.25	22.20	333.02	383.47
43	7	743	121 Lower Sherbourne	28.25	22.20	298.22	348.67
44	7	744	121 Lower Sherbourne	28.25	22.20	327.43	377.88
45	7	745	121 Lower Sherbourne	28.25	22.20	356.00	406.45
46	7	746	121 Lower Sherbourne	28.25	22.20	333.02	383.47
47	7	747	121 Lower Sherbourne	28.25	22.20	318.73	369.18
48	7	748	121 Lower Sherbourne	28.25	22.20	437.40	487.85
49	7	749	121 Lower Sherbourne	28.25	22.20	524.38	574.83
50	7	750	121 Lower Sherbourne	28.25	22.20	553.58	604.03
51	7	751	121 Lower Sherbourne	28.25	22.20	431.80	482.25
52	7	752	121 Lower Sherbourne	28.25	22.20	327.43	377.88
53	7	753	121 Lower Sherbourne	28.25	22.20	367.81	418.26
54	7	754	121 Lower Sherbourne	28.25	22.20	397.01	447.46
55	7	755	121 Lower Sherbourne	28.25	22.20	390.80	441.25
56	7	756	121 Lower Sherbourne	28.25	22.20	382.10	432.55
57	7	757	121 Lower Sherbourne	28.25	22.20	359.11	409.56
58	7	758	121 Lower Sherbourne	28.25	22.20	306.92	357.37
59	7	759	121 Lower Sherbourne	28.25	22.20	301.33	351.78
60	7	760	135 Lower Sherbourne	28.25	22.20	408.19	458.64
61	7	761	135 Lower Sherbourne	28.25	22.20	382.10	432.55
62	7	762	135 Lower Sherbourne	28.25	22.20	402.60	453.05
63	7	763	135 Lower Sherbourne	28.25	22.20	310.03	360.48
64	7	764	135 Lower Sherbourne	28.25	22.20	295.74	346.19
65	7	765	135 Lower Sherbourne	28.25	22.20	402.60	453.05
66	7	766	135 Lower Sherbourne	28.25	22.20	347.31	397.76
67	7	767	135 Lower Sherbourne	28.25	22.20	336.12	386.57
68	7	768	135 Lower Sherbourne	28.25	22.20	382.10	432.55
69	7	769	135 Lower Sherbourne	28.25	22.20	393.90	444.35
70	7	770	135 Lower Sherbourne	28.25	22.20	454.79	505.24
	7						
71	7	771	135 Lower Sherbourne	28.25	22.20	451.69	502.14
72		772	135 Lower Sherbourne	28.25	22.20	321.21	371.66
73	7	773	135 Lower Sherbourne	28.25	22.20	289.53	339.98
74	7	774	135 Lower Sherbourne	28.25	22.20	260.95	311.40
75	7	775	135 Lower Sherbourne	28.25	22.20	283.93	334.38
76	7	776	135 Lower Sherbourne	28.25	22.20	321.21	371.66
1	8	801	70 Princess	28.25	22.20	454.79	505.24
2	8	802	70 Princess	28.25	22.20	454.79	505.24
3	8	803	70 Princess	28.25	22.20	393.90	444.35
4	8	804	70 Princess	28.25	22.20	382.10	432.55
5	8	805	70 Princess	28.25	22.20	336.12	386.57
6	8	806	70 Princess	28.25	22.20	347.31	397.76
7	8	807	70 Princess	28.25	22.20	402.60	453.05
8	8	808	70 Princess	28.25	22.20	295.74	346.19
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#### **BUILDING A, B, C & D**

			MON	NTHLY COMMON CHARGEM	ONTHLY COMMON CHARG	E	TOTAL MONTHLY
UNIT NO.	LEVEL NO.	SUITE NO.	MUNICIPAL ADDRESS	BULK INTERNET PER UNIT	EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	COMMON ELEMEN CHARGES BY UNIT
9	8	809	70 Princess	28.25	22.20	310.03	360.48
10	8	810	70 Princess	28.25	22.20	390.80	441.25
11	8	811	70 Princess	28.25	22.20	393.90	444.35
12	8	812	70 Princess	28.25	22.20	411.30	461.75
13	8	813	60 Princess	28.25	22.20	298.22	348.67
14	8	814	60 Princess	28.25	22.20	306.92	357.37
15	8	815	60 Princess	28.25	22.20	359.11	409.56
16	8	816	60 Princess	28.25	22.20	382.10	432.55
17	8	817	60 Princess	28.25	22.20	390.80	441.25
18	8	818	60 Princess	28.25	22.20	397.01	447.46
19	8	819	60 Princess	28.25	22.20	367.81	418.26
20	8	820	60 Princess	28.25	22.20	327.43	377.88
21	8	821	60 Princess	28.25	22.20	416.89	467.34
22	8	822	60 Princess	28.25	22.20	411.30	461.75
23	8	823	60 Princess	28.25	22.20	466.60	517.05
24	8	824	60 Princess	28.25	22.20	423.11	473.56
25	8	825	60 Princess	28.25	22.20	324.32	374.77
26	8	826	60 Princess	28.25	22.20	306.92	357.37
27	8	827	60 Princess	28.25	22.20	318.73	369.18
28	8	828	60 Princess	28.25	22.20	333.02	383.47
29	8	829	60 Princess	28.25	22.20	356.00	406.45
30	8	830	60 Princess	28.25	22.20	327.43	377.88
31	8	831	60 Princess	28.25	22.20	298.22	348.67
32	8	832	60 Princess	28.25	22.20	333.02	383.47
33 34	8 8	833 834	60 Princess	28.25 28.25	22.20 22.20	344.82 336.12	395.27
35	8	835	60 Princess 70 Princess	28.25	22.20	353.52	386.57 403.97
36	8	836	135 Lower Sherbourne	28.25	22.20	376.51	426.96
37	8	837	135 Lower Sherbourne	28.25	22.20	379.61	430.06
38	8	838	135 Lower Sherbourne	28.25	22.20	379.61	430.06
39	8	839	135 Lower Sherbourne	28.25	22.20	353.52	403.97
40	8	840	121 Lower Sherbourne	28.25	22.20	336.12	386.57
41	8	841	121 Lower Sherbourne	28.25	22.20	344.82	395.27
42	8	842	121 Lower Sherbourne	28.25	22.20	333.02	383.47
43	8	843	121 Lower Sherbourne	28.25	22.20	298.22	348.67
44	8	844	121 Lower Sherbourne	28.25	22.20	327.43	377.88
45	8	845	121 Lower Sherbourne	28.25	22.20	356.00	406.45
46	8	846	121 Lower Sherbourne	28.25	22.20	333.02	383.47
47	8	847	121 Lower Sherbourne	28.25	22.20	318.73	369.18
48	8	848	121 Lower Sherbourne	28.25	22.20	437.40	487.85
49	8	849	121 Lower Sherbourne	28.25	22.20	524.38	574.83
50	8	850	121 Lower Sherbourne	28.25	22.20	553.58	604.03
51	8	851	121 Lower Sherbourne	28.25	22.20	431.80	482.25
52	8	852	121 Lower Sherbourne	28.25	22.20	327.43	377.88
53	8	853	121 Lower Sherbourne	28.25	22.20	367.81	418.26
54	8	854	121 Lower Sherbourne	28.25	22.20	370.92	421.37
55	8	855	121 Lower Sherbourne	28.25	22.20	367.81	418.26
56	8	856	121 Lower Sherbourne	28.25	22.20	356.00	406.45
57	8	857	121 Lower Sherbourne	28.25	22.20	333.02	383.47
58	8	858	121 Lower Sherbourne	28.25	22.20	306.92	357.37
59	8	859	121 Lower Sherbourne	28.25	22.20	301.33	351.78
60	8	860	135 Lower Sherbourne	28.25	22.20	408.19	458.64
61	8	861	135 Lower Sherbourne	28.25	22.20	382.10	432.55
62	8	862	135 Lower Sherbourne	28.25	22.20	402.60	453.05
63	8	863	135 Lower Sherbourne	28.25	22.20	310.03	360.48
64	8	864	135 Lower Sherbourne	28.25	22.20	295.74	346.19
65	8	865	135 Lower Sherbourne	28.25	22.20	402.60	453.05
66	8	866	135 Lower Sherbourne	28.25	22.20	347.31	397.76
67	8	867	135 Lower Sherbourne	28.25	22.20	336.12	386.57
68	8	868	135 Lower Sherbourne	28.25	22.20	382.10	432.55
69	8	869	135 Lower Sherbourne	28.25	22.20	393.90	444.35
70	8	870	135 Lower Sherbourne	28.25	22.20	454.79	505.24
71	8	871	135 Lower Sherbourne	28.25	22.20	451.69	502.14
72	8	872	135 Lower Sherbourne	28.25	22.20	321.21	371.66
73	8	873	135 Lower Sherbourne	28.25	22.20	289.53	339.98
74 75	8	874	135 Lower Sherbourne	28.25	22.20	260.95	311.40
75 76	8	875 876	135 Lower Sherbourne	28.25	22.20	283.93	334.38
76	8	876	135 Lower Sherbourne	28.25	22.20	321.21	371.66
1	9	901	70 Princess	28.25	22.20	385.21	435.66
2	9	902	70 Princess	28.25	22.20	301.33	351.78
3	9	903	70 Princess	28.25	22.20	338.61	389.06
4	9	904	70 Princess	28.25	22.20	313.14	363.59
5	9	905	70 Princess	28.25	22.20	280.83	331.28

#### **BUILDING A, B, C & D**

			МО	ONTHLY COMMON CHARGEMO	ONTHLY COMMON CHARGE	:	TOTAL MONTHLY
UNIT NO.	NO.	SUITE NO.	MUNICIPAL ADDRESS	BULK INTERNET PER UNIT	EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	COMMON ELEMEN CHARGES BY UNIT
6	9	906	70 Princess	28.25	22.20	291.39	341.84
7	9	907	70 Princess	28.25	22.20	341.72	392.17
8	9	908	70 Princess	28.25	22.20	295.74	346.19
9	9	909	70 Princess	28.25	22.20	310.03	360.48
10	9	910	70 Princess	28.25	22.20	390.80	441.25
11	9	911	70 Princess	28.25	22.20	393.90	444.35
12	9	912	70 Princess	28.25	22.20	411.30	461.75
13 14	9 9	913 914	60 Princess 60 Princess	28.25 28.25	22.20 22.20	298.22 306.92	348.67 357.37
15	9	915	60 Princess	28.25	22.20	359.11	409.56
16	9	916	60 Princess	28.25	22.20	382.10	432.55
17	9	917	60 Princess	28.25	22.20	390.80	441.25
18	9	918	60 Princess	28.25	22.20	397.01	447.46
19	9	919	60 Princess	28.25	22.20	367.81	418.26
20	9	920	60 Princess	28.25	22.20	327.43	377.88
21	9	921	60 Princess	28.25	22.20	416.89	467.34
22	9	922	60 Princess	28.25	22.20	411.30	461.75
23 24	9	923 924	60 Princess 60 Princess	28.25 28.25	22.20 22.20	466.60 423.11	517.05 473.56
25	9	924	60 Princess	28.25	22.20	324.32	374.77
26	9	926	60 Princess	28.25	22.20	306.92	357.37
27	9	927	60 Princess	28.25	22.20	318.73	369.18
28	9	928	60 Princess	28.25	22.20	333.02	383.47
29	9	929	60 Princess	28.25	22.20	356.00	406.45
30	9	930	60 Princess	28.25	22.20	327.43	377.88
31	9	931	60 Princess	28.25	22.20	298.22	348.67
32	9	932	60 Princess	28.25	22.20	333.02	383.47
33	9	933	60 Princess	28.25	22.20	344.82	395.27
34 35	9	934 935	60 Princess 70 Princess	28.25 28.25	22.20 22.20	336.12 353.52	386.57 403.97
36	9	936	135 Lower Sherbourne	28.25	22.20	376.51	426.96
37	9	937	135 Lower Sherbourne	28.25	22.20	379.61	430.06
38	9	938	135 Lower Sherbourne	28.25	22.20	379.61	430.06
39	9	939	135 Lower Sherbourne	28.25	22.20	353.52	403.97
40	9	940	121 Lower Sherbourne	28.25	22.20	336.12	386.57
41	9	941	121 Lower Sherbourne	28.25	22.20	344.82	395.27
42	9	942	121 Lower Sherbourne	28.25	22.20	333.02	383.47
43	9	943	121 Lower Sherbourne	28.25	22.20	298.22	348.67
44	9	944	121 Lower Sherbourne	28.25	22.20	327.43	377.88
45 46	9 9	945 946	121 Lower Sherbourne 121 Lower Sherbourne	28.25 28.25	22.20 22.20	356.00 333.02	406.45 383.47
46	9	946 947	121 Lower Sherbourne	28.25	22.20	318.73	369.18
48	9	948	121 Lower Sherbourne	28.25	22.20	437.40	487.85
49	9	949	121 Lower Sherbourne	28.25	22.20	524.38	574.83
50	9	950	121 Lower Sherbourne	28.25	22.20	553.58	604.03
51	9	951	121 Lower Sherbourne	28.25	22.20	431.80	482.25
52	9	952	121 Lower Sherbourne	28.25	22.20	327.43	377.88
53	9	953	121 Lower Sherbourne	28.25	22.20	367.81	418.26
54	9	954	121 Lower Sherbourne	28.25	22.20	370.92	421.37
55 56	9 9	955	121 Lower Sherbourne	28.25	22.20	367.81	418.26
56 57	9	956 957	121 Lower Sherbourne 121 Lower Sherbourne	28.25 28.25	22.20 22.20	356.00 333.02	406.45 383.47
58	9	958	121 Lower Sherbourne	28.25	22.20	306.92	357.37
59	9	959	121 Lower Sherbourne	28.25	22.20	301.33	351.78
60	9	960	135 Lower Sherbourne	28.25	22.20	408.19	458.64
61	9	961	135 Lower Sherbourne	28.25	22.20	382.10	432.55
62	9	962	135 Lower Sherbourne	28.25	22.20	402.60	453.05
63	9	963	135 Lower Sherbourne	28.25	22.20	310.03	360.48
64	9	964	135 Lower Sherbourne	28.25	22.20	295.74	346.19
65	9	965	135 Lower Sherbourne	28.25	22.20	402.60	453.05
66	9	966	135 Lower Sherbourne	28.25	22.20	347.31	397.76
67 68	9 9	967 968	135 Lower Sherbourne 135 Lower Sherbourne	28.25 28.25	22.20 22.20	336.12 367.81	386.57 418.26
69	9	969	135 Lower Sherbourne	28.25	22.20	393.90	444.35
70	9	970	135 Lower Sherbourne	28.25	22.20	454.79	505.24
71	9	971	135 Lower Sherbourne	28.25	22.20	451.69	502.14
72	9	972	135 Lower Sherbourne	28.25	22.20	321.21	371.66
73	9	973	135 Lower Sherbourne	28.25	22.20	289.53	339.98
74	9	974	135 Lower Sherbourne	28.25	22.20	260.95	311.40
75	9	975	135 Lower Sherbourne	28.25	22.20	283.93	334.38
76	9	976	135 Lower Sherbourne	28.25	22.20	289.53	339.98
1	10	1001	70 Princess	28.25	22.20	460.38	510.83
2	10	1001	70 Princess	28.25	22.20	533.08	583.53
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#### BUILDING A, B, C & D

			МС	ONTHLY COMMON CHARGEMO	NTHLY COMMON CHARGE		TOTAL MONTHLY
UNIT NO.	NO.	SUITE NO.	MUNICIPAL ADDRESS	BULK INTERNET PER UNIT	EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	COMMON ELEMEN CHARGES BY UNIT
3	10	1003	70 Princess	28.25	22.20	287.04	337.49
4	10	1003	70 Princess	28.25	22.20	254.73	305.18
5	10	1005	70 Princess	28.25	22.20	267.78	318.23
6	10	1006	70 Princess	28.25	22.20	315.62	366.07
7	10	1007	70 Princess	28.25	22.20	295.74	346.19
8	10	1008	70 Princess	28.25	22.20	310.03	360.48
9	10	1009	70 Princess	28.25	22.20	367.81	418.26
10	10 10	1010	70 Princess	28.25	22.20	370.92	421.37
11 12	10	1011 1012	70 Princess 60 Princess	28.25 28.25	22.20 22.20	411.30 298.22	461.75 348.67
13	10	1012	60 Princess	28.25	22.20	306.92	357.37
14	10	1014	60 Princess	28.25	22.20	359.11	409.56
15	10	1015	60 Princess	28.25	22.20	382.10	432.55
16	10	1016	60 Princess	28.25	22.20	390.80	441.25
17	10	1017	60 Princess	28.25	22.20	397.01	447.46
18	10	1018	60 Princess	28.25	22.20	367.81	418.26
19	10	1019	60 Princess	28.25	22.20	327.43	377.88
20	10	1020	60 Princess	28.25	22.20	416.89	467.34
21	10	1021	60 Princess	28.25	22.20	411.30	461.75
22 23	10 10	1022 1023	60 Princess 60 Princess	28.25 28.25	22.20 22.20	466.60 423.11	517.05 473.56
23	10	1023	60 Princess	28.25	22.20	324.32	374.77
25	10	1025	60 Princess	28.25	22.20	306.92	357.37
26	10	1026	60 Princess	28.25	22.20	318.73	369.18
27	10	1027	60 Princess	28.25	22.20	333.02	383.47
28	10	1028	60 Princess	28.25	22.20	356.00	406.45
29	10	1029	60 Princess	28.25	22.20	327.43	377.88
30	10	1030	60 Princess	28.25	22.20	298.22	348.67
31	10	1031	60 Princess	28.25	22.20	333.02	383.47
32	10	1032	60 Princess	28.25	22.20	344.82	395.27
33 34	10 10	1033 1034	60 Princess 70 Princess	28.25 28.25	22.20 22.20	336.12 353.52	386.57 403.97
35	10	1034	135 Lower Sherbourne	28.25	22.20	376.51	426.96
36	10	1036	135 Lower Sherbourne	28.25	22.20	379.61	430.06
37	10	1037	135 Lower Sherbourne	28.25	22.20	379.61	430.06
38	10	1038	135 Lower Sherbourne	28.25	22.20	353.52	403.97
39	10	1039	121 Lower Sherbourne	28.25	22.20	336.12	386.57
40	10	1040	121 Lower Sherbourne	28.25	22.20	344.82	395.27
41	10	1041	121 Lower Sherbourne	28.25	22.20	333.02	383.47
42	10	1042	121 Lower Sherbourne	28.25	22.20	298.22	348.67
43	10	1043	121 Lower Sherbourne	28.25	22.20	327.43	377.88
44 45	10 10	1044 1045	121 Lower Sherbourne 121 Lower Sherbourne	28.25 28.25	22.20 22.20	356.00 333.02	406.45 383.47
46	10	1045	121 Lower Sherbourne	28.25	22.20	318.73	369.18
47	10	1047	121 Lower Sherbourne	28.25	22.20	437.40	487.85
48	10	1048	121 Lower Sherbourne	28.25	22.20	524.38	574.83
49	10	1049	121 Lower Sherbourne	28.25	22.20	553.58	604.03
50	10	1050	121 Lower Sherbourne	28.25	22.20	431.80	482.25
51	10	1051	121 Lower Sherbourne	28.25	22.20	327.43	377.88
52	10	1052	121 Lower Sherbourne	28.25	22.20	367.81	418.26
53	10	1053	121 Lower Sherbourne	28.25	22.20	370.92	421.37
54	10	1054	121 Lower Sherbourne	28.25	22.20	367.81	418.26
55 56	10 10	1055 1056	121 Lower Sherbourne 121 Lower Sherbourne	28.25 28.25	22.20 22.20	356.00 333.02	406.45 383.47
57	10	1050	121 Lower Sherbourne	28.25	22.20	306.92	357.37
58	10	1058	121 Lower Sherbourne	28.25	22.20	301.33	351.78
59	10	1059	135 Lower Sherbourne	28.25	22.20	408.19	458.64
60	10	1060	135 Lower Sherbourne	28.25	22.20	382.10	432.55
61	10	1061	135 Lower Sherbourne	28.25	22.20	402.60	453.05
62	10	1062	135 Lower Sherbourne	28.25	22.20	310.03	360.48
63	10	1063	135 Lower Sherbourne	28.25	22.20	295.74	346.19
64	10	1064	135 Lower Sherbourne	28.25	22.20	402.60	453.05
65	10	1065	135 Lower Sherbourne	28.25	22.20	347.31	397.76
66 67	10	1066	135 Lower Sherbourne	28.25	22.20	336.12	386.57
67 68	10 10	1067 1068	135 Lower Sherbourne 135 Lower Sherbourne	28.25 28.25	22.20 22.20	367.81 393.90	418.26 444.35
69	10	1069	135 Lower Sherbourne	28.25	22.20	454.79	505.24
70	10	1070	135 Lower Sherbourne	28.25	22.20	451.69	502.14
71	10	1071	135 Lower Sherbourne	28.25	22.20	321.21	371.66
72	10	1072	135 Lower Sherbourne	28.25	22.20	289.53	339.98
73	10	1073	135 Lower Sherbourne	28.25	22.20	260.95	311.40
74	10	1074	135 Lower Sherbourne	28.25	22.20	260.95	311.40
75	10	1075	135 Lower Sherbourne	28.25	22.20	263.43	313.88
1	11	1101	60 Princess	28.25	22.20	310.03	360.48

#### **BUILDING A, B, C & D**

### SCHEDULE OF MONTHLY COMMON CHARGES BY SUITE NUMBER

				MONTHLY COMMON CHARGEMO	ONTHLY COMMON CHARGE		TOTAL MONTHLY
UNIT	LEVEL	SUITE		BULK INTERNET	EDDY SYSTEM	MONTHLY	COMMON ELEMEN
NO.	NO.	NO.	MUNICIPAL ADDRESS	PER UNIT	PER UNIT	COMMON CHARGE	CHARGES BY UNIT
2 3	11 11	1102 1103	60 Princess 60 Princess	28.25 28.25	22.20 22.20	306.92 333.02	357.37 383.47
3 4	11	1103	60 Princess	28.25	22.20	356.00	383.47 406.45
5	11	1104	60 Princess	28.25	22.20	367.81	418.26
6	11	1106	60 Princess	28.25	22.20	440.50	490.95
7	11	1107	60 Princess	28.25	22.20	576.57	627.02
8	11	1108	60 Princess	28.25	22.20	570.35	620.80
9	11	1109	60 Princess	28.25	22.20	428.70	479.15
10	11	1110	60 Princess	28.25	22.20	327.43	377.88
11	11	1111	60 Princess	28.25	22.20	298.22	348.67
12	11	1112	60 Princess	28.25	22.20	333.02	383.47
13	11	1113	60 Princess	28.25	22.20	344.82	395.27
14	11	1114	60 Princess	28.25	22.20	347.31	397.76
15 16	11 11	1115 1116	121 Lower Sherbourne 121 Lower Sherbourne	28.25 28.25	22.20 22.20	336.12 344.82	386.57 395.27
17	11	1117	121 Lower Sherbourne	28.25	22.20	333.02	383.47
18	11	1117	121 Lower Sherbourne	28.25	22.20	298.22	348.67
19	11	1119	121 Lower Sherbourne	28.25	22.20	327.43	377.88
20	11	1120	121 Lower Sherbourne	28.25	22.20	356.00	406.45
21	11	1121	121 Lower Sherbourne	28.25	22.20	402.60	453.05
22	11	1122	121 Lower Sherbourne	28.25	22.20	521.27	571.72
23	11	1123	121 Lower Sherbourne	28.25	22.20	593.96	644.41
24	11	1124	121 Lower Sherbourne	28.25	22.20	437.40	487.85
25	11	1125	121 Lower Sherbourne	28.25	22.20	370.92	421.37
26	11	1126	121 Lower Sherbourne	28.25	22.20	367.81	418.26
27	11	1127	121 Lower Sherbourne	28.25	22.20	356.00	406.45
28	11	1128	121 Lower Sherbourne	28.25	22.20	333.02	383.47
29 30	11 11	1129 1130	121 Lower Sherbourne 121 Lower Sherbourne	28.25 28.25	22.20 22.20	306.92 301.33	357.37 351.78
30	11	1130	121 Lower Sherbourne	26.23	22.20	301.33	331.76
1	12	1201	70 Princess	28.25	22.20	489.58	540.03
2	12	1202	70 Princess	28.25	22.20	408.19	458.64
3	12	1203	70 Princess	28.25	22.20	356.00	406.45
4	12	1204	70 Princess	28.25	22.20	329.91	380.36
5	12	1205	70 Princess	28.25	22.20	290.15	340.60
6	12	1206	70 Princess	28.25	22.20	283.93	334.38
7	12	1207	70 Princess	28.25	22.20	362.22	412.67
8	12	1208	70 Princess	28.25	22.20	313.14	363.59
9	12	1209	70 Princess	28.25	22.20	329.91	380.36
10	12	1210	70 Princess	28.25	22.20	385.21	435.66
11 12	12	1211 1212	70 Princess 70 Princess	28.25 28.25	22.20 22.20	390.80 399.50	441.25 449.95
13	12 12	1212	60 Princess	28.25	22.20	318.73	369.18
14	12	1214	60 Princess	28.25	22.20	327.43	377.88
15	12	1215	60 Princess	28.25	22.20	333.02	383.47
16	12	1216	60 Princess	28.25	22.20	356.00	406.45
17	12	1217	60 Princess	28.25	22.20	367.81	418.26
18	12	1218	60 Princess	28.25	22.20	437.40	487.85
19	12	1219	60 Princess	28.25	22.20	677.84	728.29
20	12	1220	60 Princess	28.25	22.20	553.58	604.03
21	12	1221	60 Princess	28.25	22.20	420.00	470.45
22	12	1222	60 Princess	28.25	22.20	329.91	380.36
23 24	12 12	1223 1224	60 Princess 60 Princess	28.25 28.25	22.20 22.20	298.22 327.43	348.67 377.88
25	12	1225	60 Princess	28.25	22.20	327.43	377.88
26	12	1226	60 Princess	28.25	22.20	318.73	369.18
27	12	1227	70 Princess	28.25	22.20	327.43	377.88
28	12	1228	70 Princess	28.25	22.20	315.62	366.07
29	12	1229	70 Princess	28.25	22.20	359.11	409.56
30	12	1230	70 Princess	28.25	22.20	329.91	380.36
31	12	1231	70 Princess	28.25	22.20	329.91	380.36
32	12	1232	70 Princess	28.25	22.20	359.11	409.56
33	12	1233	70 Princess	28.25	22.20	313.14	363.59
34	12	1234	70 Princess	28.25	22.20	385.21	435.66
35	12	1235	70 Princess	28.25	22.20	295.74	346.19
36 37	12	1236	135 Lower Sherbourne 135 Lower Sherbourne	28.25	22.20 22.20	423.11 423.11	473.56 473.56
38	12 12	1237 1238	135 Lower Sherbourne 135 Lower Sherbourne	28.25 28.25	22.20	423.11 341.72	4/3.56 392.17
38 39	12	1238	135 Lower Sherbourne	28.25	22.20	269.64	320.09
40	12	1240	135 Lower Sherbourne	28.25	22.20	313.14	363.59
41	12	1241	135 Lower Sherbourne	28.25	22.20	359.11	409.56
42	12	1242	135 Lower Sherbourne	28.25	22.20	329.91	380.36
43	12	1243	135 Lower Sherbourne	28.25	22.20	329.91	380.36
44	12	1244	135 Lower Sherbourne	28.25	22.20	359.11	409.56
45	12	1245	135 Lower Sherbourne	28.25	22.20	315.62	366.07

#### **BUILDING A, B, C & D**

			MON	NTHLY COMMON CHARGEM	ONTHLY COMMON CHARGE		TOTAL MONTHLY
UNIT	LEVEL	SUITE	11201	BULK INTERNET	EDDY SYSTEM	MONTHLY	COMMON ELEMEN
NO.	NO.	NO.	MUNICIPAL ADDRESS	PER UNIT	PER UNIT	COMMON CHARGE	CHARGES BY UNIT
46	12	1246	135 Lower Sherbourne	28.25	22.20	329.91	380.36
47	12	1247	121 Lower Sherbourne	28.25	22.20	318.73	369.18
48	12	1248	121 Lower Sherbourne	28.25	22.20	327.43	377.88
49	12	1249	121 Lower Sherbourne	28.25	22.20	333.02	383.47
50	12	1250	121 Lower Sherbourne	28.25	22.20	298.22	348.67
51	12	1251	121 Lower Sherbourne	28.25	22.20	327.43	377.88
52	12	1252	121 Lower Sherbourne	28.25	22.20	356.00	406.45
53	12	1253	121 Lower Sherbourne	28.25	22.20	402.60	453.05
54	12	1254	121 Lower Sherbourne	28.25	22.20	521.27	571.72
55	12	1255	121 Lower Sherbourne	28.25	22.20	593.96	644.41
56	12	1256	121 Lower Sherbourne	28.25	22.20	437.40	487.85
57	12	1257	121 Lower Sherbourne	28.25	22.20	370.92	421.37
58	12	1258	121 Lower Sherbourne	28.25	22.20	367.81	418.26
59	12	1259	121 Lower Sherbourne	28.25	22.20	356.00	406.45
60	12	1260	121 Lower Sherbourne	28.25	22.20	333.02	383.47
61	12	1261	121 Lower Sherbourne	28.25	22.20	327.43	377.88
62	12	1262	121 Lower Sherbourne	28.25	22.20	318.73	369.18
63	12	1263	135 Lower Sherbourne	28.25	22.20	402.60	453.05
64	12	1264	135 Lower Sherbourne	28.25	22.20	379.61	430.06
65	12	1265	135 Lower Sherbourne	28.25	22.20	393.90	444.35
66 67	12 12	1266 1267	135 Lower Sherbourne 135 Lower Sherbourne	28.25 28.25	22.20 22.20	329.91	380.36 363.59
67 68	12	1267	135 Lower Sherbourne	28.25	22.20	313.14 336.12	386.57
69	12	1269	135 Lower Sherbourne	28.25	22.20	275.24	325.69
70	12	1270	135 Lower Sherbourne	28.25	22.20	263.43	313.88
70	12	1270	135 Lower Sherbourne	28.25	22.20	304.44	354.89
72	12	1271	135 Lower Sherbourne	28.25	22.20	382.10	432.55
73	12	1273	135 Lower Sherbourne	28.25	22.20	257.84	308.29
74	12	1274	135 Lower Sherbourne	28.25	22.20	275.24	325.69
75	12	1275	135 Lower Sherbourne	28.25	22.20	266.54	316.99
76	12	1276	135 Lower Sherbourne	28.25	22.20	263.43	313.88
77	12	1277	135 Lower Sherbourne	28.25	22.20	266.54	316.99
78	12	1278	135 Lower Sherbourne	28.25	22.20	266.54	316.99
1	13	1401	70 Princess	28.25	22.20	489.58	540.03
2	13	1402	70 Princess	28.25	22.20	408.19	458.64
3	13	1403	70 Princess	28.25	22.20	356.00	406.45
4	13	1404	70 Princess	28.25	22.20	329.91	380.36
5	13	1405	70 Princess	28.25	22.20	290.15	340.60
6	13	1406	70 Princess	28.25	22.20	283.93	334.38
7	13	1407	70 Princess	28.25	22.20	362.22	412.67
8	13	1408	70 Princess	28.25	22.20	313.14	363.59
9	13	1409	70 Princess	28.25	22.20	329.91	380.36
10	13	1410	70 Princess	28.25	22.20	385.21	435.66
11	13	1411	70 Princess	28.25	22.20	390.80	441.25
12	13	1412	70 Princess	28.25	22.20	402.60	453.05
13	13	1413	60 Princess	28.25	22.20	318.73	369.18
14	13	1414	60 Princess	28.25	22.20	327.43	377.88
15	13	1415	60 Princess	28.25	22.20	298.22	348.67
16 17	13 13	1416 1417	60 Princess 60 Princess	28.25 28.25	22.20 22.20	327.43 336.12	377.88 386.57
18	13	1417	60 Princess	28.25	22.20	423.11	473.56
19	13	1419	60 Princess	28.25	22.20	631.86	682.31
20	13	1420	60 Princess	28.25	22.20	553.58	604.03
21	13	1421	60 Princess	28.25	22.20	420.00	470.45
22	13	1422	60 Princess	28.25	22.20	329.91	380.36
23	13	1423	60 Princess	28.25	22.20	298.22	348.67
24	13	1424	60 Princess	28.25	22.20	327.43	377.88
25	13	1425	60 Princess	28.25	22.20	327.43	377.88
26	13	1426	60 Princess	28.25	22.20	318.73	369.18
27	13	1427	70 Princess	28.25	22.20	327.43	377.88
28	13	1428	70 Princess	28.25	22.20	315.62	366.07
29	13	1429	70 Princess	28.25	22.20	359.11	409.56
30	13	1430	70 Princess	28.25	22.20	329.91	380.36
31	13	1431	70 Princess	28.25	22.20	329.91	380.36
32	13	1432	70 Princess	28.25	22.20	359.11	409.56
33	13	1433	70 Princess	28.25	22.20	313.14	363.59
34	13	1434	70 Princess	28.25	22.20	385.21	435.66
35	13	1435	70 Princess	28.25	22.20	295.74	346.19
36	13	1436	135 Lower Sherbourne	28.25	22.20	423.11	473.56
37	13	1437	135 Lower Sherbourne	28.25	22.20	423.11	473.56
38	13	1438	135 Lower Sherbourne	28.25	22.20	341.72	392.17
39	13	1439	135 Lower Sherbourne	28.25	22.20	272.13	322.58
40	13	1440	135 Lower Sherbourne	28.25	22.20	313.14	363.59
41	13	1441	135 Lower Sherbourne	28.25	22.20	359.11	409.56

#### **BUILDING A, B, C & D**

### SCHEDULE OF MONTHLY COMMON CHARGES BY SUITE NUMBER

UNIT LEVEL SUITE BULK INTERNET EDDY SYSTEM MONTHLY COMMON ELEM					MONTHLY COMMON CHARGEMO	ONTHLY COMMON CHARGE		TOTAL MONTHLY
2	UNIT	LEVEL	SUITE				MONTHLY	COMMON ELEMEN
18	NO.	NO.	NO.	MUNICIPAL ADDRESS	PER UNIT	PER UNIT	COMMON CHARGE	CHARGES BY UNIT
18	40	4.0			20.25	22.20	220.04	200.24
14								
1-15								
15								
13								
90	47	13	1447	121 Lower Sherbourne	28.25	22.20	318.73	369.18
50	48	13	1448	121 Lower Sherbourne	28.25	22.20	327.43	377.88
51	49	13	1449	121 Lower Sherbourne	28.25	22.20	333.02	383.47
15								
13								
51								
55								
15								
57								
58								
59								
61   13								
62	60			121 Lower Sherbourne				
63   13	61	13	1461	121 Lower Sherbourne	28.25	22.20	327.43	377.88
64	62	13	1462	121 Lower Sherbourne	28.25	22.20	318.73	369.18
66	63	13	1463	135 Lower Sherbourne	28.25	22.20	402.60	453.05
66	64	13	1464	135 Lower Sherbourne	28.25	22.20	379.61	430.06
67								
68								
90								
70								
71								
1								
13								
14								
1	74			135 Lower Sherbourne		22.20		
1	75	13	1475	135 Lower Sherbourne	28.25	22.20	266.54	316.99
1	76	13	1476	135 Lower Sherbourne	28.25	22.20	263.43	313.88
1         14         1501         70 Princess         28.25         22.20         489.58         \$40.03           2         14         1502         70 Princess         28.25         22.20         406.19         488.64           3         14         1503         70 Princess         28.25         22.20         350.00         406.45           4         14         1504         70 Princess         28.25         22.20         290.15         340.66           5         14         1506         70 Princess         28.25         22.20         290.15         340.66           6         14         1507         70 Princess         28.25         22.20         363.23         341.88           7         14         1507         70 Princess         28.25         22.20         362.22         412.67           8         14         1508         70 Princess         28.25         22.20         332.91         380.36           10         14         1510         70 Princess         28.25         22.20         332.91         380.36           10         14         1510         70 Princess         28.25         22.20         338.51         441.25	77	13	1477	135 Lower Sherbourne	28.25	22.20	266.54	316.99
2         14         1502         70 Princes         28.25         22.20         408.19         458.64           3         14         1503         70 Princes         28.25         22.20         356.00         406.45           4         14         1504         70 Princess         28.25         22.20         329.91         380.56           5         14         1505         70 Princess         28.25         22.20         28.39         334.38           7         14         1507         70 Princess         28.25         22.20         362.22         412.67           8         14         1508         70 Princess         28.25         22.20         362.22         412.67           8         14         1508         70 Princess         28.25         22.20         39.91         380.36           9         14         1509         70 Princess         28.25         22.20         385.21         435.66           10         14         1510         70 Princess         28.25         22.20         385.21         435.66           11         14         1511         70 Princess         28.25         22.20         387.33         369.18	78	13	1478	135 Lower Sherbourne	28.25	22.20	266.54	316.99
2         14         1502         70 Princes         28.25         22.20         408.19         458.64           3         14         1503         70 Princes         28.25         22.20         356.00         406.45           4         14         1504         70 Princess         28.25         22.20         329.91         380.56           5         14         1505         70 Princess         28.25         22.20         28.39         334.38           7         14         1507         70 Princess         28.25         22.20         362.22         412.67           8         14         1508         70 Princess         28.25         22.20         362.22         412.67           8         14         1508         70 Princess         28.25         22.20         39.91         380.36           9         14         1509         70 Princess         28.25         22.20         385.21         435.66           10         14         1510         70 Princess         28.25         22.20         385.21         435.66           11         14         1511         70 Princess         28.25         22.20         387.33         369.18								
3         14         1504         70 Princess         28.25         22.20         356,00         406.45           4         14         1504         70 Princess         28.25         22.20         329,91         380.56           5         14         1506         70 Princess         28.25         22.20         290,15         340.60           6         14         1506         70 Princess         28.25         22.20         283,93         334,38           7         14         1507         70 Princess         28.25         22.20         30,322         412,67           8         14         1508         70 Princess         28.25         22.20         313,14         363,59           9         14         1509         70 Princess         28.25         22.20         339,91         380,36           10         14         1511         70 Princess         28.25         22.20         390,80         441,25           11         14         1511         70 Princess         28.25         22.20         390,80         441,25           12         14         1513         60 Princess         28.25         22.20         318,73         309,18	_							
4         14         1504         70 Princess         28.25         22.20         329.91         380.36           5         14         1505         70 Princess         28.25         22.20         290.15         340.80           6         14         1506         70 Princess         28.25         22.20         382.93         334.38           7         14         1507         70 Princess         28.25         22.20         362.22         412.67           8         14         1508         70 Princess         28.25         22.20         339.91         380.36           10         14         1510         70 Princess         28.25         22.20         385.21         435.66           11         14         1511         70 Princess         28.25         22.20         390.80         441.25           12         14         1512         70 Princess         28.25         22.20         390.80         441.25           13         14         1514         60 Princess         28.25         22.20         387.33         369.18           14         1513         60 Princess         28.25         22.20         327.43         377.88           15								
5         14         1505         70 Princess         28.25         22.20         283.93         334.38           6         14         1506         70 Princess         28.25         22.20         283.93         334.38           7         14         1507         70 Princess         28.25         22.20         362.22         412.67           8         14         1508         70 Princess         28.25         22.20         339.91         380.36           10         14         1510         70 Princess         28.25         22.20         389.91         380.36           11         14         1511         70 Princess         28.25         22.20         390.80         441.25           12         14         1513         60 Princess         28.25         22.20         318.73         369.18           13         14         1513         60 Princess         28.25         22.20         327.43         377.88           14         1513         60 Princess         28.25         22.20         327.43         377.88           15         14         1516         60 Princess         28.25         22.20         336.12         386.67           16								
6         14         1506         70 Princess         28.25         22.20         28.393         334.38           7         14         1507         70 Princess         28.25         22.20         362.22         412.67           8         14         1508         70 Princess         28.25         22.20         339.91         380.36           10         14         1510         70 Princess         28.25         22.20         385.21         435.66           11         14         1511         70 Princess         28.25         22.20         385.21         435.66           11         14         1511         70 Princess         28.25         22.20         385.21         435.66           11         14         1512         70 Princess         28.25         22.20         380.80         441.25           12         14         1512         70 Princess         28.25         22.20         387.43         377.88           13         14         1514         60 Princess         28.25         22.20         387.43         377.88           15         14         1515         60 Princess         28.25         22.20         327.43         377.88 <tr< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr<>								
7         14         1507         70 Princess         28.25         22.20         36.22         412.67           8         14         1508         70 Princess         28.25         22.20         313.14         363.59           9         14         1510         70 Princess         28.25         22.20         389.91         380.36           10         14         1510         70 Princess         28.25         22.20         390.80         441.25           11         14         1511         70 Princess         28.25         22.20         390.80         441.25           12         14         1512         70 Princess         28.25         22.20         390.80         441.25           12         14         1513         60 Princess         28.25         22.20         318.73         369.18           13         14         1513         60 Princess         28.25         22.20         318.73         369.18           14         1515         60 Princess         28.25         22.20         377.43         377.88           15         14         1516         60 Princess         28.25         22.20         336.12         386.57           18								
8         14         1508         70 Princess         28.25         22.20         313.14         363.59           9         14         1509         70 Princess         28.25         22.20         329.91         380.36           11         14         1511         70 Princess         28.25         22.20         390.80         441.25           12         14         1512         70 Princess         28.25         22.20         402.60         453.05           13         14         1513         60 Princess         28.25         22.20         318.73         369.18           14         1514         60 Princess         28.25         22.20         377.43         377.88           15         14         1515         60 Princess         28.25         22.20         327.43         377.88           15         14         1516         60 Princess         28.25         22.20         327.43         377.88           16         14         1517         60 Princess         28.25         22.20         337.43         377.88           17         14         1517         60 Princess         28.25         22.20         361.2         386.57           18 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>								
10	8							
11         14         1511         70 Princess         28.25         22.20         390.80         441.25           12         14         1512         70 Princess         28.25         22.20         402.60         453.05           13         14         1513         60 Princess         28.25         22.20         327.43         377.88           14         1514         60 Princess         28.25         22.20         298.22         348.67           16         14         1516         60 Princess         28.25         22.20         327.43         377.88           17         14         1517         60 Princess         28.25         22.20         327.43         377.88           18         14         1518         60 Princess         28.25         22.20         336.12         386.57           18         14         1519         60 Princess         28.25         22.20         414.41         464.86           19         14         1519         60 Princess         28.25         22.20         414.41         464.86           19         14         1520         60 Princess         28.25         22.20         411.30         461.75           20<	9	14	1509	70 Princess	28.25	22.20	329.91	380.36
12         14         1512         70 Princess         28.25         22.20         402.60         453.05           13         14         1513         60 Princess         28.25         22.20         318.73         369.18           14         14         1514         60 Princess         28.25         22.20         327.43         377.88           15         14         1515         60 Princess         28.25         22.20         327.43         377.88           16         14         1516         60 Princess         28.25         22.20         327.43         377.88           17         14         1517         60 Princess         28.25         22.20         336.12         386.57           18         14         1518         60 Princess         28.25         22.20         414.41         464.86           19         14         1519         60 Princess         28.25         22.20         580.29         630.74           20         14         1520         60 Princess         28.25         22.20         580.29         630.74           21         14         1521         60 Princess         28.25         22.20         329.91         380.36	10	14	1510	70 Princess	28.25	22.20	385.21	435.66
13         14         1513         60 Princess         28.25         22.20         318.73         369.18           14         14         1514         60 Princess         28.25         22.20         327.43         377.88           15         14         1515         60 Princess         28.25         22.20         327.43         377.88           16         14         1516         60 Princess         28.25         22.20         327.43         377.88           17         14         1517         60 Princess         28.25         22.20         336.12         386.57           18         14         1518         60 Princess         28.25         22.20         414.11         464.86           19         14         1519         60 Princess         28.25         22.20         414.14         464.86           19         14         1520         60 Princess         28.25         22.20         580.29         630.74           21         14         1521         60 Princess         28.25         22.20         389.29         461.75           22         14         1522         60 Princess         28.25         22.20         329.91         380.36	11	14	1511	70 Princess			390.80	441.25
14         14         1514         60 Princess         28.25         22.20         327.43         377.88           15         14         1515         60 Princess         28.25         22.20         298.22         348.67           16         14         1516         60 Princess         28.25         22.20         337.43         377.88           17         14         1517         60 Princess         28.25         22.20         336.12         386.57           18         14         1518         60 Princess         28.25         22.20         414.41         464.86           19         14         1519         60 Princess         28.25         22.20         661.06         711.51           20         14         1520         60 Princess         28.25         22.20         580.29         630.74           21         14         1521         60 Princess         28.25         22.20         389.29         380.36           22         14         1522         60 Princess         28.25         22.20         329.91         380.36           23         14         1524         60 Princess         28.25         22.20         327.43         377.88								
15         14         1515         60 Princess         28.25         22.20         298.22         348.67           16         14         1516         60 Princess         28.25         22.20         377.43         377.88           17         14         1517         60 Princess         28.25         22.20         336.12         386.57           18         14         1518         60 Princess         28.25         22.20         414.41         464.86           19         14         1519         60 Princess         28.25         22.20         661.06         711.51           20         14         1520         60 Princess         28.25         22.20         580.29         630.74           21         14         1521         60 Princess         28.25         22.20         329.91         380.36           23         14         1522         60 Princess         28.25         22.20         327.43         377.88           24         14         1524         60 Princess         28.25         22.20         327.43         377.88           25         14         1525         60 Princess         28.25         22.20         327.43         377.88								
16         14         1516         60 Princess         28.25         22.20         327.43         377.88           17         14         1517         60 Princess         28.25         22.20         336.12         386.57           18         14         1518         60 Princess         28.25         22.20         414.41         464.86           19         14         1519         60 Princess         28.25         22.20         661.06         711.51           20         14         1520         60 Princess         28.25         22.20         580.29         630.74           21         14         1521         60 Princess         28.25         22.20         329.91         380.36           22         14         1522         60 Princess         28.25         22.20         329.91         380.36           23         14         1523         60 Princess         28.25         22.20         327.43         377.88           25         14         1524         60 Princess         28.25         22.20         327.43         377.88           25         14         1526         60 Princess         28.25         22.20         327.43         377.88								
17         14         1517         60 Princess         28.25         22.20         336.12         386.57           18         14         1518         60 Princess         28.25         22.20         414.41         464.86           19         14         1519         60 Princess         28.25         22.20         661.06         711.51           20         14         1520         60 Princess         28.25         22.20         580.29         630.74           21         14         1521         60 Princess         28.25         22.20         329.91         380.36           23         14         1522         60 Princess         28.25         22.20         329.91         380.36           23         14         1524         60 Princess         28.25         22.20         327.43         377.88           25         14         1524         60 Princess         28.25         22.20         327.43         377.88           26         14         1525         60 Princess         28.25         22.20         327.43         377.88           28         14         1526         60 Princess         28.25         22.20         318.73         369.18								
18       14       1518       60 Princess       28.25       22.20       414.41       464.86         19       14       1519       60 Princess       28.25       22.20       661.06       711.51         20       14       1520       60 Princess       28.25       22.20       580.29       630.74         21       14       1521       60 Princess       28.25       22.20       311.30       461.75         22       14       1522       60 Princess       28.25       22.20       329.91       380.36         23       14       1523       60 Princess       28.25       22.20       327.43       377.88         24       14       1524       60 Princess       28.25       22.20       327.43       377.88         25       14       1525       60 Princess       28.25       22.20       327.43       377.88         26       14       1526       60 Princess       28.25       22.20       327.43       377.88         27       14       1527       70 Princess       28.25       22.20       315.62       366.07         29       14       1528       70 Princess       28.25       22.20       359.11 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>								
19         14         1519         60 Princess         28.25         22.20         661.06         711.51           20         14         1520         60 Princess         28.25         22.20         580.29         630.74           21         14         1521         60 Princess         28.25         22.20         411.30         461.75           22         14         1522         60 Princess         28.25         22.20         329.91         380.36           23         14         1523         60 Princess         28.25         22.20         298.22         348.67           24         14         1524         60 Princess         28.25         22.20         327.43         377.88           25         14         1525         60 Princess         28.25         22.20         327.43         377.88           26         14         1526         60 Princess         28.25         22.20         318.73         369.18           27         14         1527         70 Princess         28.25         22.20         315.62         360.07           29         14         1529         70 Princess         28.25         22.20         359.11         409.56								
20       14       1520       60 Princess       28.25       22.20       580.29       630.74         21       14       1521       60 Princess       28.25       22.20       411.30       461.75         22       14       1522       60 Princess       28.25       22.20       329.91       380.36         23       14       1523       60 Princess       28.25       22.20       298.22       348.67         24       14       1524       60 Princess       28.25       22.20       327.43       377.88         25       14       1525       60 Princess       28.25       22.20       327.43       377.88         26       14       1526       60 Princess       28.25       22.20       318.73       369.18         27       14       1527       70 Princess       28.25       22.20       37.43       377.88         28       14       1528       70 Princess       28.25       22.20       359.11       409.56         30       14       1530       70 Princess       28.25       22.20       359.11       409.56         31       14       1531       70 Princess       28.25       22.20       359.11								
21       14       1521       60 Princess       28.25       22.20       411.30       461.75         22       14       1522       60 Princess       28.25       22.20       329.91       380.36         23       14       1523       60 Princess       28.25       22.20       298.22       348.67         24       14       1524       60 Princess       28.25       22.20       327.43       377.88         25       14       1525       60 Princess       28.25       22.20       327.43       377.88         26       14       1526       60 Princess       28.25       22.20       318.73       369.18         27       14       1527       70 Princess       28.25       22.20       374.3       377.88         28       14       1528       70 Princess       28.25       22.20       315.62       366.07         29       14       1529       70 Princess       28.25       22.20       359.11       409.56         30       14       1530       70 Princess       28.25       22.20       329.91       380.36         31       14       1531       70 Princess       28.25       22.20       359.11								
22       14       1522       60 Princess       28.25       22.20       329.91       380.36         23       14       1523       60 Princess       28.25       22.20       298.22       348.67         24       14       1524       60 Princess       28.25       22.20       327.43       377.88         25       14       1525       60 Princess       28.25       22.20       327.43       377.88         26       14       1526       60 Princess       28.25       22.20       318.73       369.18         27       14       1527       70 Princess       28.25       22.20       327.43       377.88         28       14       1528       70 Princess       28.25       22.20       315.62       366.07         29       14       1529       70 Princess       28.25       22.20       359.11       409.56         30       14       1530       70 Princess       28.25       22.20       329.91       380.36         31       14       1531       70 Princess       28.25       22.20       359.11       409.56         33       14       1533       70 Princess       28.25       22.20       385.21 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>								
24       14       1524       60 Princess       28.25       22.20       327.43       377.88         25       14       1525       60 Princess       28.25       22.20       327.43       377.88         26       14       1526       60 Princess       28.25       22.20       318.73       369.18         27       14       1527       70 Princess       28.25       22.20       327.43       377.88         28       14       1528       70 Princess       28.25       22.20       315.62       366.07         29       14       1529       70 Princess       28.25       22.20       359.11       409.56         30       14       1530       70 Princess       28.25       22.20       329.91       380.36         31       14       1531       70 Princess       28.25       22.20       359.11       409.56         33       14       1532       70 Princess       28.25       22.20       359.11       409.56         33       14       1534       70 Princess       28.25       22.20       359.11       409.56         35       14       1534       70 Princess       28.25       22.20       385.21 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>								
25       14       1525       60 Princess       28.25       22.20       327.43       377.88         26       14       1526       60 Princess       28.25       22.20       318.73       369.18         27       14       1527       70 Princess       28.25       22.20       327.43       377.88         28       14       1528       70 Princess       28.25       22.20       315.62       366.07         29       14       1529       70 Princess       28.25       22.20       359.11       409.56         30       14       1530       70 Princess       28.25       22.20       329.91       380.36         31       14       1531       70 Princess       28.25       22.20       359.11       409.56         33       14       1532       70 Princess       28.25       22.20       359.11       409.56         33       14       1533       70 Princess       28.25       22.20       313.14       363.59         34       14       1534       70 Princess       28.25       22.20       385.21       435.66         35       14       1535       70 Princess       28.25       22.20       295.74 <td>23</td> <td>14</td> <td>1523</td> <td>60 Princess</td> <td>28.25</td> <td>22.20</td> <td>298.22</td> <td>348.67</td>	23	14	1523	60 Princess	28.25	22.20	298.22	348.67
26       14       1526       60 Princess       28.25       22.20       318.73       369.18         27       14       1527       70 Princess       28.25       22.20       327.43       377.88         28       14       1528       70 Princess       28.25       22.20       315.62       366.07         29       14       1529       70 Princess       28.25       22.20       359.11       409.56         30       14       1530       70 Princess       28.25       22.20       329.91       380.36         31       14       1531       70 Princess       28.25       22.20       359.11       409.56         33       14       1532       70 Princess       28.25       22.20       359.11       409.56         33       14       1533       70 Princess       28.25       22.20       313.14       363.59         34       14       1534       70 Princess       28.25       22.20       385.21       435.66         35       14       1535       70 Princess       28.25       22.20       295.74       346.19         36       14       1536       135 Lower Sherbourne       28.25       22.20       4	24	14	1524	60 Princess	28.25	22.20	327.43	377.88
27       14       1527       70 Princess       28.25       22.20       327.43       377.88         28       14       1528       70 Princess       28.25       22.20       315.62       366.07         29       14       1529       70 Princess       28.25       22.20       359.11       409.56         30       14       1530       70 Princess       28.25       22.20       329.91       380.36         31       14       1531       70 Princess       28.25       22.20       329.91       380.36         32       14       1532       70 Princess       28.25       22.20       359.11       409.56         33       14       1533       70 Princess       28.25       22.20       313.14       363.59         34       14       1534       70 Princess       28.25       22.20       385.21       435.66         35       14       1535       70 Princess       28.25       22.20       295.74       346.19         36       14       1536       135 Lower Sherbourne       28.25       22.20       423.11       473.56	25	14	1525	60 Princess	28.25	22.20	327.43	377.88
28     14     1528     70 Princess     28.25     22.20     315.62     366.07       29     14     1529     70 Princess     28.25     22.20     359.11     409.56       30     14     1530     70 Princess     28.25     22.20     329.91     380.36       31     14     1531     70 Princess     28.25     22.20     329.91     380.36       32     14     1532     70 Princess     28.25     22.20     359.11     409.56       33     14     1533     70 Princess     28.25     22.20     313.14     363.59       34     14     1534     70 Princess     28.25     22.20     385.21     435.66       35     14     1535     70 Princess     28.25     22.20     295.74     346.19       36     14     1536     135 Lower Sherbourne     28.25     22.20     423.11     473.56								
29     14     1529     70 Princess     28.25     22.20     359.11     409.56       30     14     1530     70 Princess     28.25     22.20     329.91     380.36       31     14     1531     70 Princess     28.25     22.20     329.91     380.36       32     14     1532     70 Princess     28.25     22.20     359.11     409.56       33     14     1533     70 Princess     28.25     22.20     313.14     363.59       34     14     1534     70 Princess     28.25     22.20     385.21     435.66       35     14     1535     70 Princess     28.25     22.20     295.74     346.19       36     14     1536     135 Lower Sherbourne     28.25     22.20     423.11     473.56								
30     14     1530     70 Princess     28.25     22.20     329.91     380.36       31     14     1531     70 Princess     28.25     22.20     329.91     380.36       32     14     1532     70 Princess     28.25     22.20     359.11     409.56       33     14     1533     70 Princess     28.25     22.20     313.14     363.59       34     14     1534     70 Princess     28.25     22.20     385.21     435.66       35     14     1535     70 Princess     28.25     22.20     295.74     346.19       36     14     1536     135 Lower Sherbourne     28.25     22.20     423.11     473.56								
31     14     1531     70 Princess     28.25     22.20     329.91     380.36       32     14     1532     70 Princess     28.25     22.20     359.11     409.56       33     14     1533     70 Princess     28.25     22.20     313.14     363.59       34     14     1534     70 Princess     28.25     22.20     385.21     435.66       35     14     1535     70 Princess     28.25     22.20     295.74     346.19       36     14     1536     135 Lower Sherbourne     28.25     22.20     423.11     473.56								
32     14     1532     70 Princess     28.25     22.20     359.11     409.56       33     14     1533     70 Princess     28.25     22.20     313.14     363.59       34     14     1534     70 Princess     28.25     22.20     385.21     435.66       35     14     1535     70 Princess     28.25     22.20     295.74     346.19       36     14     1536     135 Lower Sherbourne     28.25     22.20     423.11     473.56								
33     14     1533     70 Princess     28.25     22.20     313.14     363.59       34     14     1534     70 Princess     28.25     22.20     385.21     435.66       35     14     1535     70 Princess     28.25     22.20     295.74     346.19       36     14     1536     135 Lower Sherbourne     28.25     22.20     423.11     473.56								
34     14     1534     70 Princess     28.25     22.20     385.21     435.66       35     14     1535     70 Princess     28.25     22.20     295.74     346.19       36     14     1536     135 Lower Sherbourne     28.25     22.20     423.11     473.56								
35     14     1535     70 Princess     28.25     22.20     295.74     346.19       36     14     1536     135 Lower Sherbourne     28.25     22.20     423.11     473.56								
36 14 1536 135 Lower Sherbourne 28.25 22.20 423.11 473.56								

#### **BUILDING A, B, C & D**

### SCHEDULE OF MONTHLY COMMON CHARGES BY SUITE NUMBER

				MONTHLY COMMON CHARGEMO	ONTHI V COMMON CHARCE		TOTAL MONTHLY
UNIT	LEVEL	SUITE		BULK INTERNET	EDDY SYSTEM	MONTHLY	COMMON ELEMEN
NO.	NO.	NO.	MUNICIPAL ADDRESS	PER UNIT	PER UNIT	COMMON CHARGE	CHARGES BY UNIT
38 39	14 14	1538 1539	135 Lower Sherbourne 135 Lower Sherbourne	28.25 28.25	22.20 22.20	341.72 272.13	392.17 322.58
39 40	14	1540	135 Lower Sherbourne	28.25	22.20	313.14	363.59
40	14	1541	135 Lower Sherbourne	28.25	22.20	359.11	409.56
42	14	1542	135 Lower Sherbourne	28.25	22.20	329.91	380.36
43	14	1543	135 Lower Sherbourne	28.25	22.20	329.91	380.36
44	14	1544	135 Lower Sherbourne	28.25	22.20	359.11	409.56
45	14	1545	135 Lower Sherbourne	28.25	22.20	315.62	366.07
46	14	1546	135 Lower Sherbourne	28.25	22.20	327.43	377.88
47	14	1547	121 Lower Sherbourne	28.25	22.20	318.73	369.18
48	14	1548	121 Lower Sherbourne	28.25	22.20	327.43	377.88
49	14	1549	121 Lower Sherbourne	28.25	22.20	333.02	383.47
50 51	14 14	1550 1551	121 Lower Sherbourne 121 Lower Sherbourne	28.25 28.25	22.20 22.20	298.22 327.43	348.67 377.88
52	14	1552	121 Lower Sherbourne	28.25	22.20	356.00	406.45
53	14	1553	121 Lower Sherbourne	28.25	22.20	402.60	453.05
54	14	1554	121 Lower Sherbourne	28.25	22.20	521.27	571.72
55	14	1555	121 Lower Sherbourne	28.25	22.20	593.96	644.41
56	14	1556	121 Lower Sherbourne	28.25	22.20	404.47	454.92
57	14	1557	121 Lower Sherbourne	28.25	22.20	341.72	392.17
58	14	1558	121 Lower Sherbourne	28.25	22.20	336.12	386.57
59	14	1559	121 Lower Sherbourne	28.25	22.20	327.43	377.88
60	14	1560	121 Lower Sherbourne	28.25	22.20	298.22	348.67
61	14	1561	121 Lower Sherbourne	28.25	22.20	327.43	377.88
62	14	1562	121 Lower Sherbourne	28.25	22.20	318.73	369.18
63 64	14 14	1563 1564	135 Lower Sherbourne 135 Lower Sherbourne	28.25 28.25	22.20 22.20	402.60 379.61	453.05 430.06
65	14	1565	135 Lower Sherbourne	28.25	22.20	393.90	444.35
66	14	1566	135 Lower Sherbourne	28.25	22.20	329.91	380.36
67	14	1567	135 Lower Sherbourne	28.25	22.20	313.14	363.59
68	14	1568	135 Lower Sherbourne	28.25	22.20	362.22	412.67
69	14	1569	135 Lower Sherbourne	28.25	22.20	290.15	340.60
70	14	1570	135 Lower Sherbourne	28.25	22.20	286.42	336.87
71	14	1571	135 Lower Sherbourne	28.25	22.20	329.91	380.36
72	14	1572	135 Lower Sherbourne	28.25	22.20	405.71	456.16
73	14	1573	135 Lower Sherbourne	28.25	22.20	283.93	334.38
74	14	1574	135 Lower Sherbourne	28.25	22.20	275.24	325.69
75 7.6	14	1575	135 Lower Sherbourne	28.25	22.20	266.54	316.99
76 77	14 14	1576 1577	135 Lower Sherbourne 135 Lower Sherbourne	28.25 28.25	22.20 22.20	263.43 266.54	313.88 316.99
78	14	1578	135 Lower Sherbourne	28.25	22.20	266.54	316.99
70	14	1376	133 Lower Sherbourne	20.23	22.20	200.54	310.77
1	15	1601	70 Princess	28.25	22.20	489.58	540.03
2	15	1602	70 Princess	28.25	22.20	408.19	458.64
3	15	1603	70 Princess	28.25	22.20	356.00	406.45
4	15	1604	70 Princess	28.25	22.20	329.91	380.36
5	15	1605	70 Princess	28.25	22.20	290.15	340.60
6	15	1606	70 Princess	28.25	22.20	283.93	334.38
7	15	1607	70 Princess	28.25	22.20	362.22	412.67
8 9	15 15	1608 1609	70 Princess 70 Princess	28.25 28.25	22.20 22.20	313.14 329.91	363.59 380.36
10	15	1610	70 Princess	28.25	22.20	385.21	435.66
11	15	1611	70 Princess	28.25	22.20	390.80	441.25
12	15	1612	70 Princess	28.25	22.20	402.60	453.05
13	15	1613	60 Princess	28.25	22.20	492.69	543.14
14	15	1614	60 Princess	28.25	22.20	451.69	502.14
15	15	1615	60 Princess	28.25	22.20	503.87	554.32
16	15	1616	60 Princess	28.25	22.20	529.97	580.42
17	15	1617	60 Princess	28.25	22.20	480.89	531.34
18	15	1618	60 Princess	28.25	22.20	449.20	499.65
19	15	1619	60 Princess	28.25	22.20	327.43	377.88
20 21	15	1620	60 Princess	28.25	22.20 22.20	327.43	377.88
22	15 15	1621 1622	60 Princess 70 Princess	28.25 28.25	22.20	318.73 327.43	369.18 377.88
23	15	1623	70 Princess	28.25	22.20	315.62	366.07
24	15	1624	70 Princess	28.25	22.20	359.11	409.56
25	15	1625	70 Princess	28.25	22.20	329.91	380.36
26	15	1626	70 Princess	28.25	22.20	329.91	380.36
27	15	1627	70 Princess	28.25	22.20	359.11	409.56
28	15	1628	70 Princess	28.25	22.20	313.14	363.59
29	15	1629	70 Princess	28.25	22.20	385.21	435.66
30	15	1630	70 Princess	28.25	22.20	295.74	346.19
31	15	1631	135 Lower Sherbourne	28.25	22.20	423.11	473.56
32 33	15 15	1632	135 Lower Sherbourne 135 Lower Sherbourne	28.25	22.20	423.11	473.56
33	15	1633	133 Lower Snerbourne	28.25	22.20	341.72	392.17

#### **BUILDING A, B, C & D**

			MO	ONTHLY COMMON CHARGEMO	ONTHLY COMMON CHARGE		TOTAL MONTHLY
UNIT	LEVEL	SUITE	1110	BULK INTERNET	EDDY SYSTEM	MONTHLY	COMMON ELEMEN
NO.	NO.	NO.	MUNICIPAL ADDRESS	PER UNIT	PER UNIT	COMMON CHARGE	CHARGES BY UNIT
34	15	1634	135 Lower Sherbourne	28.25	22.20	272.13	322.58
35	15	1635	135 Lower Sherbourne	28.25	22.20	313.14	363.59
36	15	1636	135 Lower Sherbourne	28.25	22.20	359.11	409.56
37	15	1637	135 Lower Sherbourne	28.25	22.20	329.91	380.36
38	15	1638	135 Lower Sherbourne	28.25	22.20	329.91	380.36
39	15	1639	135 Lower Sherbourne	28.25	22.20	359.11	409.56
40	15	1640	135 Lower Sherbourne	28.25	22.20	315.62	366.07
41	15	1641	135 Lower Sherbourne	28.25	22.20	327.43	377.88
42	15	1642	121 Lower Sherbourne	28.25	22.20	318.73	369.18
43	15	1643	121 Lower Sherbourne	28.25	22.20	327.43	377.88
44	15	1644	121 Lower Sherbourne	28.25	22.20	333.02	383.47
45	15	1645	121 Lower Sherbourne	28.25	22.20	449.20	499.65
	15	1646	121 Lower Sherbourne	28.25	22.20	477.78	528.23
46							
47	15	1647	121 Lower Sherbourne	28.25	22.20	529.97	580.42
48	15	1648	121 Lower Sherbourne	28.25	22.20	503.87	554.32
49	15	1649	121 Lower Sherbourne	28.25	22.20	451.69	502.14
50	15	1650	121 Lower Sherbourne	28.25	22.20	492.69	543.14
51	15	1651	135 Lower Sherbourne	28.25	22.20	402.60	453.05
52	15	1652	135 Lower Sherbourne	28.25	22.20	379.61	430.06
53	15	1653	135 Lower Sherbourne	28.25	22.20	393.90	444.35
54	15	1654	135 Lower Sherbourne	28.25	22.20	329.91	380.36
55	15	1655	135 Lower Sherbourne	28.25	22.20	313.14	363.59
56	15	1656	135 Lower Sherbourne	28.25	22.20	362.22	412.67
57	15	1657	135 Lower Sherbourne	28.25	22.20	290.15	340.60
58	15	1658	135 Lower Sherbourne	28.25	22.20	286.42	336.87
59	15	1659	135 Lower Sherbourne	28.25	22.20	329.91	380.36
60	15	1660	135 Lower Sherbourne	28.25	22.20	405.71	456.16
61	15	1661	135 Lower Sherbourne	28.25	22.20	283.93	334.38
62	15	1662	135 Lower Sherbourne	28.25	22.20	275.24	325.69
63	15	1663	135 Lower Sherbourne	28.25	22.20	266.54	316.99
64	15	1664	135 Lower Sherbourne	28.25	22.20	263.43	313.88
65	15	1665	135 Lower Sherbourne	28.25	22.20	266.54	316.99
66	15	1666	135 Lower Sherbourne	28.25	22.20	266.54	316.99
1	16	1701	70 Princess	28.25	22.20	489.58	540.03
2	16	1702	70 Princess	28.25	22.20	408.19	458.64
3	16	1703	70 Princess	28.25	22.20	356.00	406.45
4	16	1704	70 Princess	28.25	22.20	329.91	380.36
5	16	1705	70 Princess	28.25	22.20	290.15	340.60
6	16	1706	70 Princess	28.25	22.20	283.93	334.38
7	16	1707	70 Princess	28.25	22.20	362.22	412.67
8	16	1708	70 Princess	28.25	22.20	313.14	363.59
9	16	1709	70 Princess	28.25	22.20	329.91	380.36
10	16	1710	70 Princess	28.25	22.20	385.21	435.66
11	16	1711	70 Princess	28.25	22.20	390.80	441.25
12	16	1711	70 Princess	28.25	22.20	402.60	453.05
			60 Princess				
13	16	1713		28.25	22.20	492.69	543.14
14	16	1714	60 Princess	28.25	22.20	451.69	502.14
15	16	1715	60 Princess	28.25	22.20	503.87	554.32
16	16	1716	60 Princess	28.25	22.20	573.46	623.91
17	16	1717	60 Princess	28.25	22.20	480.89	531.34
18	16	1718	60 Princess	28.25	22.20	449.20	499.65
19	16	1719	60 Princess	28.25	22.20	327.43	377.88
20	16	1720	60 Princess	28.25	22.20	327.43	377.88
21	16	1721	60 Princess	28.25	22.20	318.73	369.18
22	16	1722	70 Princess	28.25	22.20	327.43	377.88
23	16	1723	70 Princess	28.25	22.20	315.62	366.07
24	16	1724	70 Princess	28.25	22.20	359.11	409.56
25	16	1725	70 Princess	28.25	22.20	329.91	380.36
26	16	1726	70 Princess	28.25	22.20	329.91	380.36
27	16	1727	70 Princess	28.25	22.20	359.11	409.56
		1728		28.25	22.20	313.14	
28	16		70 Princess				363.59
29	16	1729	70 Princess	28.25	22.20	385.21	435.66
30	16	1730	70 Princess	28.25	22.20	295.74	346.19
31	16	1731	135 Lower Sherbourne	28.25	22.20	423.11	473.56
32	16	1732	135 Lower Sherbourne	28.25	22.20	423.11	473.56
33	16	1733	135 Lower Sherbourne	28.25	22.20	341.72	392.17
34	16	1734	135 Lower Sherbourne	28.25	22.20	272.13	322.58
35	16	1735	135 Lower Sherbourne	28.25	22.20	313.14	363.59
36	16	1736	135 Lower Sherbourne	28.25	22.20	359.11	409.56
37	16	1737	135 Lower Sherbourne	28.25	22.20	329.91	380.36
38	16	1738	135 Lower Sherbourne	28.25	22.20	329.91	380.36
39	16	1739	135 Lower Sherbourne	28.25	22.20	359.11	409.56
40	16	1740	135 Lower Sherbourne	28.25	22.20	315.62	366.07
41	16	1740	135 Lower Sherbourne	28.25	22.20	327.43	377.88
					22.20		

#### **BUILDING A, B, C & D**

			MON	NTHLY COMMON CHARGEM			TOTAL MONTHLY
UNIT NO.	LEVEL NO.	SUITE NO.	MUNICIPAL ADDRESS	BULK INTERNET PER UNIT	EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	COMMON ELEMEN CHARGES BY UNIT
40		45.0	404.7	20.25		240.52	250.40
42	16	1742 1743	121 Lower Sherbourne 121 Lower Sherbourne	28.25	22.20	318.73	369.18 377.88
43	16			28.25	22.20	327.43	
44	16	1744 1745	121 Lower Sherbourne 121 Lower Sherbourne	28.25	22.20 22.20	333.02	383.47 499.65
45 46	16 16	1745 1746	121 Lower Sherbourne	28.25 28.25	22.20	449.20 477.78	
47	16	1740	121 Lower Sherbourne	28.25	22.20	570.35	528.23 620.80
48	16	1748	121 Lower Sherbourne	28.25	22.20	503.87	554.32
49	16	1749	121 Lower Sherbourne	28.25	22.20	451.69	502.14
50	16	1750	121 Lower Sherbourne	28.25	22.20	492.69	543.14
51	16	1751	135 Lower Sherbourne	28.25	22.20	402.60	453.05
52	16	1752	135 Lower Sherbourne	28.25	22.20	379.61	430.06
53	16	1753	135 Lower Sherbourne	28.25	22.20	393.90	444.35
54	16	1754	135 Lower Sherbourne	28.25	22.20	329.91	380.36
55	16	1755	135 Lower Sherbourne	28.25	22.20	313.14	363.59
56	16	1756	135 Lower Sherbourne	28.25	22.20	362.22	412.67
57	16	1757	135 Lower Sherbourne	28.25	22.20	290.15	340.60
58	16	1758	135 Lower Sherbourne	28.25	22.20	286.42	336.87
59	16	1759	135 Lower Sherbourne	28.25	22.20	329.91	380.36
60	16	1760	135 Lower Sherbourne	28.25	22.20	405.71	456.16
61	16	1761	135 Lower Sherbourne	28.25	22.20	283.93	334.38
62	16	1762	135 Lower Sherbourne	28.25	22.20	275.24	325.69
63	16	1763	135 Lower Sherbourne	28.25	22.20	266.54	316.99
64	16	1764	135 Lower Sherbourne	28.25	22.20	263.43	313.88
65	16	1765	135 Lower Sherbourne	28.25	22.20	266.54	316.99
66	16	1766	135 Lower Sherbourne	28.25	22.20	266.54	316.99
1	17	1801	70 Princess	28.25	22.20	483.99	534.44
2	17	1802	70 Princess	28.25	22.20	405.71	456.16
3	17	1803	70 Princess	28.25	22.20	356.00	406.45
4	17	1804	70 Princess	28.25	22.20	329.91	380.36
5	17	1805	70 Princess	28.25	22.20	290.15	340.60
6	17	1806	70 Princess	28.25	22.20	283.93	334.38
7	17	1807	70 Princess	28.25	22.20	362.22	412.67
8	17	1808	70 Princess	28.25	22.20	313.14	363.59
9	17	1809	70 Princess	28.25	22.20	329.91	380.36
10	17	1810	70 Princess	28.25	22.20	350.41	400.86
11	17	1811	70 Princess	28.25	22.20	356.00	406.45
12	17	1812	70 Princess	28.25	22.20	367.81	418.26
13	17	LPH1813	60 Princess	28.25	22.20	492.69	543.14
14	17	LPH1814	60 Princess	28.25	22.20	451.69	502.14
15	17	LPH1815	60 Princess	28.25	22.20	503.87	554.32
16	17	LPH1816	60 Princess	28.25	22.20	573.46	623.91
17	17	LPH1817	60 Princess	28.25	22.20	480.89	531.34
18	17	LPH1818	60 Princess	28.25	22.20	449.20	499.65
19	17	LPH1819	60 Princess	28.25	22.20	327.43	377.88
20	17	LPH1820	60 Princess	28.25	22.20	327.43	377.88
21	17	LPH1821	60 Princess	28.25	22.20	318.73	369.18
22	17	1822	70 Princess	28.25	22.20	329.91	380.36
23	17	1823	70 Princess	28.25	22.20	318.73	369.18
24	17	1824	70 Princess	28.25	22.20	359.11	409.56
25	17	1825	70 Princess	28.25	22.20	329.91	380.36
26	17	1826	70 Princess	28.25	22.20	329.91	380.36
27	17	1827	70 Princess	28.25	22.20	359.11	409.56
28	17	1828	70 Princess	28.25	22.20	313.14	363.59
29	17	1829	70 Princess	28.25	22.20	289.53	339.98
30	17	1830	70 Princess	28.25	22.20	318.73	369.18
31	17	1831	135 Lower Sherbourne	28.25	22.20	408.19	458.64
32	17	1832	135 Lower Sherbourne	28.25	22.20	275.24	325.69
33	17	1833	135 Lower Sherbourne	28.25	22.20	313.14	363.59
34	17	1834	135 Lower Sherbourne	28.25	22.20	359.11	409.56
35	17	1835	135 Lower Sherbourne	28.25	22.20	329.91	380.36
36	17	1836	135 Lower Sherbourne	28.25	22.20	329.91	380.36
37	17	1837	135 Lower Sherbourne	28.25	22.20	359.11	409.56
38	17	1838	135 Lower Sherbourne	28.25	22.20	315.62	366.07
39	17	1839	135 Lower Sherbourne	28.25	22.20	329.91	380.36
40	17	LPH1840	121 Lower Sherbourne	28.25	22.20	318.73	369.18
41	17	LPH1841	121 Lower Sherbourne	28.25	22.20	327.43	377.88
42	17	LPH1842	121 Lower Sherbourne	28.25	22.20	333.02	383.47
43	17	LPH1843	121 Lower Sherbourne	28.25	22.20	449.20	499.65
43	17	LPH1844	121 Lower Sherbourne	28.25	22.20	477.78	528.23
45	17	LPH1845	121 Lower Sherbourne	28.25	22.20	570.35	620.80
45 46	17	LPH1846	121 Lower Sherbourne	28.25	22.20	503.87	554.32
46	17	LPH1847	121 Lower Sherbourne	28.25	22.20	451.69	502.14
48	17	LPH1848	121 Lower Sherbourne	28.25	22.20	492.69	543.14
48 49	17	1849	135 Lower Sherbourne	28.25	22.20	492.69	453.05
+7	1 /	1047	133 Lower Sucrodulle	20.23	22.20	402.00	+33.03

#### **BUILDING A, B, C & D**

			MOI	NTHLY COMMON CHARGEM	ONTHLY COMMON CHARGE		TOTAL MONTHLY
UNIT NO.	LEVEL NO.	SUITE NO.	MUNICIPAL ADDRESS	BULK INTERNET PER UNIT	EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	COMMON ELEMEN CHARGES BY UNIT
50	17	1850	135 Lower Sherbourne	28.25	22.20	379.61	430.06
51	17	1851	135 Lower Sherbourne	28.25	22.20	393.90	444.35
52	17	1852	135 Lower Sherbourne	28.25	22.20	329.91	380.36
53	17	1853	135 Lower Sherbourne	28.25	22.20	313.14	363.59
54	17	1854	135 Lower Sherbourne	28.25	22.20	362.22	412.67
55	17	1855	135 Lower Sherbourne	28.25	22.20	290.15	340.60
56	17	1856	135 Lower Sherbourne	28.25	22.20	286.42	336.87
57	17	1857	135 Lower Sherbourne	28.25	22.20	329.91	380.36
58	17	1858	135 Lower Sherbourne	28.25	22.20	405.71	456.16
1	18	1901	70 Princess	28.25	22.20	414.41	464.86
2	18	1902	70 Princess	28.25	22.20	408.19	458.64
3	18	1903	70 Princess	28.25	22.20	356.00	406.45
•	18	1904	70 Princess	28.25	22.20	329.91	380.36
5	18 18	1905 1906	70 Princess 70 Princess	28.25 28.25	22.20 22.20	290.15 283.93	340.60 334.38
6	18	1906	70 Princess 70 Princess	28.25	22.20	362.22	334.38 412.67
8	18	1907	70 Princess	28.25	22.20	313.14	363.59
9	18	1909	70 Princess	28.25	22.20	333.02	383.47
10	18	1910	70 Princess	28.25	22.20	318.73	369.18
11	18	1910	70 Princess	28.25	22.20	333.02	383.47
12	18	1911	70 Princess	28.25	22.20	341.72	392.17
13	18	PH1913	60 Princess	28.25	22.20	492.69	543.14
14	18	PH1914	60 Princess	28.25	22.20	451.69	502.14
15	18	PH1915	60 Princess	28.25	22.20	503.87	554.32
16	18	PH1916	60 Princess	28.25	22.20	573.46	623.91
17	18	PH1917	60 Princess	28.25	22.20	480.89	531.34
18	18	PH1918	60 Princess	28.25	22.20	449.20	499.65
19	18	PH1919	60 Princess	28.25	22.20	327.43	377.88
20	18	PH1920	60 Princess	28.25	22.20	327.43	377.88
21	18	PH1921	60 Princess	28.25	22.20	318.73	369.18
22	18	1922	70 Princess	28.25	22.20	423.11	473.56
23	18	1923	70 Princess	28.25	22.20	434.29	484.74
24	18	1924	70 Princess	28.25	22.20	333.02	383.47
25	18	1925	70 Princess	28.25	22.20	333.02	383.47
26	18	1926	70 Princess	28.25	22.20	356.00	406.45
27	18	1927	70 Princess	28.25	22.20	313.14	363.59
28	18	1928	70 Princess	28.25	22.20	313.14	363.59
29	18	1929	70 Princess	28.25	22.20	315.62	366.07
30	18	1930	70 Princess	28.25	22.20	278.34	328.79
31	18	1931	135 Lower Sherbourne	28.25	22.20	408.19	458.64
32	18	1932	135 Lower Sherbourne	28.25	22.20	257.84	308.29
33	18	1933	135 Lower Sherbourne	28.25	22.20	295.74	346.19
34	18	1934	135 Lower Sherbourne	28.25	22.20	313.14	363.59
35	18	1935	135 Lower Sherbourne	28.25	22.20	356.00	406.45
36	18	1936	135 Lower Sherbourne	28.25	22.20	333.02	383.47
37	18	1937	135 Lower Sherbourne	28.25	22.20	333.02	383.47
38	18	1938	135 Lower Sherbourne	28.25	22.20	356.00	406.45
39	18	1939	135 Lower Sherbourne	28.25	22.20	315.62	366.07
40	18	1940	135 Lower Sherbourne	28.25	22.20	329.91	380.36
41	18	PH1941	121 Lower Sherbourne	28.25	22.20	318.73	369.18
42	18	PH1942	121 Lower Sherbourne	28.25	22.20	327.43	377.88
43	18	PH1943	121 Lower Sherbourne	28.25	22.20	333.02	383.47
44	18	PH1944	121 Lower Sherbourne	28.25	22.20	449.20	499.65
45	18	PH1945	121 Lower Sherbourne	28.25	22.20	477.78	528.23
46	18	PH1946	121 Lower Sherbourne	28.25	22.20	570.35	620.80
47	18	PH1947	121 Lower Sherbourne	28.25	22.20	503.87	554.32
48	18	PH1948	121 Lower Sherbourne	28.25	22.20	451.69	502.14
49	18	PH1949	121 Lower Sherbourne	28.25	22.20	492.69	543.14
50	18	1950	135 Lower Sherbourne	28.25	22.20	402.60	453.05
51	18	1951	135 Lower Sherbourne	28.25	22.20	379.61	430.06
52	18	1952	135 Lower Sherbourne	28.25	22.20	393.90	444.35
53	18	1953	135 Lower Sherbourne	28.25	22.20	329.91	380.36
54	18	1954	135 Lower Sherbourne	28.25	22.20	315.62	366.07
55 56	18	1955	135 Lower Sherbourne	28.25	22.20	356.00	406.45
56 57	18	1956 1957	135 Lower Sherbourne 135 Lower Sherbourne	28.25	22.20	290.15	340.60
57 58	18	1957		28.25	22.20	283.93	334.38
58 59	18	1958	135 Lower Sherbourne 135 Lower Sherbourne	28.25 28.25	22.20	329.91 405.71	380.36 456.16
39	18	1959	155 Lower Sherbourne	20.23	22.20	405.71	456.16
1	19	2001	70 Princess	28.25	22.20	440.50	490.95
2	19	2002	70 Princess	28.25	22.20	533.08	583.53
3	19	2003	70 Princess	28.25	22.20	498.28	548.73
4	19	2004	70 Princess	28.25	22.20	409.44	459.89
	-						

#### **BUILDING A, B, C & D**

			MOI	NTHLY COMMON CHARGEM	ONTHLY COMMON CHARGE		TOTAL MONTHLY
UNIT	LEVEL	SUITE		BULK INTERNET	EDDY SYSTEM	MONTHLY	COMMON ELEMEN
NO.	NO.	NO.	MUNICIPAL ADDRESS	PER UNIT	PER UNIT	COMMON CHARGE	CHARGES BY UNIT
5	19	2005	70 Princess	28.25	22.20	512.57	563.02
6	19	2006	70 Princess	28.25	22.20	538.67	589.12
7	19	2007	70 Princess	28.25	22.20	533.08	583.53
8	19	2008	70 Princess	28.25	22.20	593.96	644.41
9	19	2009	70 Princess	28.25	22.20	359.11	409.56
10	19	2010	70 Princess	28.25	22.20	356.00	406.45
11	19	2011	70 Princess	28.25	22.20	356.00	406.45
12	19	2012	70 Princess	28.25	22.20	313.14	363.59
13	19	2013	70 Princess	28.25	22.20	313.14	363.59
14	19	2014	70 Princess	28.25	22.20	315.62	366.07
15	19	2015	70 Princess	28.25	22.20	498.28	548.73
16	19	2016	135 Lower Sherbourne	28.25	22.20	408.19	458.64
17	19	2017	135 Lower Sherbourne	28.25	22.20	257.84	308.29
18	19	2018	135 Lower Sherbourne	28.25	22.20	295.74	346.19
19	19	2019	135 Lower Sherbourne	28.25	22.20	313.14	363.59
20	19	2020	135 Lower Sherbourne	28.25	22.20	356.00	406.45
21	19	2021	135 Lower Sherbourne	28.25	22.20	333.02	383.47
22	19	2022	135 Lower Sherbourne	28.25	22.20	333.02	383.47
23	19	2023	135 Lower Sherbourne	28.25	22.20	356.00	406.45
24	19	2024	135 Lower Sherbourne	28.25	22.20	315.62	366.07
25	19	2025	135 Lower Sherbourne	28.25	22.20	344.82	395.27
26	19	2026	135 Lower Sherbourne	28.25	22.20	420.00	470.45
27	19	2027	135 Lower Sherbourne	28.25	22.20	376.51	426.96
28	19	2028	135 Lower Sherbourne	28.25	22.20	393.90	444.35
29	19	2029	135 Lower Sherbourne	28.25	22.20	512.57	563.02
30	19	2030	135 Lower Sherbourne	28.25	22.20	489.58	540.03
31	19	2031	135 Lower Sherbourne	28.25	22.20	410.06	460.51
32	19	2032	135 Lower Sherbourne	28.25	22.20	498.28	548.73
33	19	2032	135 Lower Sherbourne	28.25	22.20	498.28	
33	19	2033	133 Lower Sherbourne	28.23	22.20	403.71	456.16
	•	2404	<b>50 D</b> :	20.25	22.20	442.00	102.11
1	20	2101	70 Princess	28.25	22.20	442.99	493.44
2	20	2102	70 Princess	28.25	22.20	526.86	577.31
3	20	2103	70 Princess	28.25	22.20	498.28	548.73
4	20	2104	70 Princess	28.25	22.20	409.44	459.89
5	20	2105	70 Princess	28.25	22.20	512.57	563.02
6	20	2106	70 Princess	28.25	22.20	538.67	589.12
7	20	2107	70 Princess	28.25	22.20	521.27	571.72
8	20	2108	70 Princess	28.25	22.20	437.40	487.85
9	20	2109	70 Princess	28.25	22.20	492.69	543.14
10	20	2110	70 Princess	28.25	22.20	359.11	409.56
11	20	2111	70 Princess	28.25	22.20	356.00	406.45
12	20	2112	70 Princess	28.25	22.20	356.00	406.45
13	20	2113	70 Princess	28.25	22.20	313.14	363.59
14	20	2114	70 Princess	28.25	22.20	313.14	363.59
15	20	2115	70 Princess		22.20	315.62	366.07
				28.25			
16	20	2116	70 Princess	28.25	22.20	498.28	548.73
17	20	2117	135 Lower Sherbourne	28.25	22.20	408.19	458.64
18	20	2118	135 Lower Sherbourne	28.25	22.20	257.84	308.29
19	20	2119	135 Lower Sherbourne	28.25	22.20	295.74	346.19
20	20	2120	135 Lower Sherbourne	28.25	22.20	313.14	363.59
21	20	2121	135 Lower Sherbourne	28.25	22.20	356.00	406.45
22	20	2122	135 Lower Sherbourne	28.25	22.20	333.02	383.47
23	20	2123	135 Lower Sherbourne	28.25	22.20	333.02	383.47
24	20	2124	135 Lower Sherbourne	28.25	22.20	356.00	406.45
25	20	2125	135 Lower Sherbourne	28.25	22.20	315.62	366.07
26	20	2126	135 Lower Sherbourne	28.25	22.20	390.80	441.25
27	20	2127	135 Lower Sherbourne	28.25	22.20	416.89	467.34
28	20	2128	135 Lower Sherbourne	28.25	22.20	376.51	426.96
29	20	2129	135 Lower Sherbourne	28.25	22.20	393.90	444.35
30	20	2130	135 Lower Sherbourne	28.25	22.20	512.57	563.02
31	20	2131	135 Lower Sherbourne	28.25	22.20	489.58	540.03
32	20	2132	135 Lower Sherbourne	28.25	22.20	410.06	460.51
33	20	2133	135 Lower Sherbourne	28.25	22.20	498.28	548.73
34	20	2134	135 Lower Sherbourne	28.25	22.20	405.71	456.16
1	21	2201	70 Princess	28.25	22.20	442.99	493.44
2	21	2202	70 Princess	28.25	22.20	526.86	577.31
3	21	2203	70 Princess	28.25	22.20	498.28	548.73
4	21	2204	70 Princess	28.25	22.20	409.44	459.89
5	21	2205	70 Princess	28.25	22.20	512.57	563.02
6	21	2206	70 Princess	28.25	22.20	538.67	589.12
7	21	2207	70 Princess	28.25	22.20	521.27	571.72
8	21	2208	70 Princess	28.25	22.20	437.40	487.85
9	21	2209	70 Princess	28.25	22.20	492.69	543.14
10	21	2210	70 Princess	28.25	22.20	359.11	409.56
		2210		20.20	22.20	555.11	.0,.00

#### **BUILDING A, B, C & D**

			MO	ONTHLY COMMON CHARGEMO	ONTHLY COMMON CHARGE		TOTAL MONTHLY
UNIT	LEVEL	SUITE	1110	BULK INTERNET	EDDY SYSTEM	MONTHLY	COMMON ELEMEN
NO.	NO.	NO.	MUNICIPAL ADDRESS	PER UNIT	PER UNIT	COMMON CHARGE	CHARGES BY UNIT
11	21	2211	70 Princess	28.25	22.20	356.00	406.45
12	21	2212	70 Princess	28.25	22.20	356.00	406.45
13	21	2213	70 Princess	28.25	22.20	313.14	363.59
14	21	2214	70 Princess	28.25	22.20	313.14	363.59
15	21	2215	70 Princess	28.25	22.20	315.62	366.07
16	21	2216	70 Princess	28.25	22.20	498.28	548.73
17	21	2217	135 Lower Sherbourne	28.25	22.20	408.19	458.64
18	21	2218	135 Lower Sherbourne	28.25	22.20	257.84	308.29
19	21	2219	135 Lower Sherbourne	28.25	22.20	295.74	346.19
20	21	2220	135 Lower Sherbourne	28.25	22.20	313.14	363.59
21 22	21 21	2221 2222	135 Lower Sherbourne 135 Lower Sherbourne	28.25	22.20	356.00	406.45
23	21	2223	135 Lower Sherbourne	28.25 28.25	22.20 22.20	333.02 333.02	383.47 383.47
23	21	2224	135 Lower Sherbourne	28.25	22.20	356.00	406.45
25	21	2225	135 Lower Sherbourne	28.25	22.20	315.62	366.07
26	21	2226	135 Lower Sherbourne	28.25	22.20	390.80	441.25
27	21	2227	135 Lower Sherbourne	28.25	22.20	416.89	467.34
28	21	2228	135 Lower Sherbourne	28.25	22.20	376.51	426.96
29	21	2229	135 Lower Sherbourne	28.25	22.20	393.90	444.35
30	21	2230	135 Lower Sherbourne	28.25	22.20	512.57	563.02
31	21	2231	135 Lower Sherbourne	28.25	22.20	489.58	540.03
32	21	2232	135 Lower Sherbourne	28.25	22.20	410.06	460.51
33	21	2233	135 Lower Sherbourne	28.25	22.20	498.28	548.73
34	21	2234	135 Lower Sherbourne	28.25	22.20	405.71	456.16
1	22	2301	70 Princess	28.25	22.20	442.99	493.44
2	22	2302	70 Princess	28.25	22.20	526.86	577.31
3	22	2303	70 Princess	28.25	22.20	498.28	548.73
4	22	2304	70 Princess	28.25	22.20	409.44	459.89
5	22	2305	70 Princess	28.25	22.20	512.57	563.02
6	22	2306	70 Princess	28.25	22.20	538.67	589.12
7	22	2307	70 Princess	28.25	22.20	521.27	571.72
8	22	2308	70 Princess	28.25	22.20	437.40	487.85
9	22	2309	70 Princess	28.25	22.20	492.69	543.14
10	22	2310	70 Princess	28.25	22.20	359.11	409.56
11	22	2311	70 Princess	28.25	22.20	356.00	406.45
12	22	2312	70 Princess	28.25	22.20	356.00	406.45
13	22	2313	70 Princess	28.25	22.20	313.14	363.59
14	22	2314	70 Princess	28.25	22.20	313.14	363.59
15	22	2315	70 Princess	28.25	22.20	315.62	366.07
16	22	2316	70 Princess	28.25	22.20	498.28	548.73
17	22	2317	135 Lower Sherbourne	28.25	22.20	408.19	458.64
18	22	2318	135 Lower Sherbourne	28.25	22.20	257.84	308.29
19	22	2319	135 Lower Sherbourne	28.25	22.20	295.74	346.19
20	22	2320	135 Lower Sherbourne	28.25	22.20	313.14	363.59
21	22	2321	135 Lower Sherbourne	28.25	22.20	356.00	406.45
22	22	2322	135 Lower Sherbourne	28.25	22.20	333.02	383.47
23	22	2323	135 Lower Sherbourne	28.25	22.20	333.02	383.47
24	22	2324	135 Lower Sherbourne	28.25	22.20	356.00	406.45
25	22	2325	135 Lower Sherbourne	28.25	22.20	529.97	580.42
26	22	2326	135 Lower Sherbourne	28.25	22.20	388.31	438.76
27	22	2327	135 Lower Sherbourne	28.25	22.20	518.79	569.24
28	22	2328	135 Lower Sherbourne	28.25	22.20	356.00	406.45
29	22	2329	135 Lower Sherbourne	28.25	22.20	515.68	566.13
30	22	2330	135 Lower Sherbourne 135 Lower Sherbourne	28.25	22.20	489.58	540.03
31	22	2331		28.25	22.20	410.06	460.51
32	22	2332	135 Lower Sherbourne	28.25	22.20	498.28	548.73
33	22	2333	135 Lower Sherbourne	28.25	22.20	405.71	456.16
1	23	2401	70 Princess	28.25	22.20	414.41	464.86
2	23	2401	70 Princess	28.25	22.20	495.18	545.63
3	23	2402	70 Princess	28.25	22.20	477.78	528.23
3 4	23	2404	70 Princess	28.25	22.20	387.07	437.52
5	23	2404	70 Princess	28.25	22.20	512.57	563.02
6	23	2406	70 Princess	28.25	22.20	538.67	589.12
7	23	2407	70 Princess	28.25	22.20	521.27	571.72
8	23	2407	70 Princess	28.25	22.20	437.40	487.85
9	23	2408	70 Princess	28.25	22.20	492.69	543.14
10	23	2410	70 Princess	28.25	22.20	359.11	409.56
10	23	2410	70 Princess	28.25	22.20	356.00	406.45
12	23	2411	70 Princess	28.25	22.20	356.00	406.45
13	23	2412	70 Princess	28.25	22.20	289.53	339.98
14	23	2414	70 Princess	28.25	22.20	289.53	339.98
15	23	2415	70 Princess	28.25	22.20	289.53	339.98
16	23	2416	70 Princess	28.25	22.20	483.99	534.44
	25	2.10		20.20	22.20	.00.77	

# **BUILDING A, B, C & D**

MONTHLY COMMON CHARGEMONTHLY COMMON CHARGE TOTAL MONTHL							TOTAL MONTHLY
UNIT	LEVEL	SUITE	1110	BULK INTERNET	EDDY SYSTEM	MONTHLY	COMMON ELEMEN
NO.	NO.	NO.	MUNICIPAL ADDRESS	PER UNIT	PER UNIT	COMMON CHARGE	CHARGES BY UNIT
17	23	2417	135 Lower Sherbourne	28.25	22.20	408.19	458.64
18	23	2418	135 Lower Sherbourne	28.25	22.20	257.84	308.29
19	23	2419	135 Lower Sherbourne	28.25	22.20	295.74	346.19
20	23	2420	135 Lower Sherbourne	28.25	22.20	313.14	363.59
21	23	2421	135 Lower Sherbourne	28.25	22.20	356.00	406.45
22	23	2422	135 Lower Sherbourne	28.25	22.20	333.02	383.47
23	23	2423	135 Lower Sherbourne	28.25	22.20	333.02	383.47
24	23	2424	135 Lower Sherbourne	28.25	22.20	329.91	380.36
25	23	2425	135 Lower Sherbourne	28.25	22.20	501.39	551.84
26	23	2426	135 Lower Sherbourne	28.25	22.20	388.31	438.76
27	23	2427	135 Lower Sherbourne	28.25	22.20	489.58	540.03
28	23	2428	135 Lower Sherbourne	28.25	22.20	329.91	380.36
29	23	2429	135 Lower Sherbourne	28.25	22.20	515.68	566.13
30	23	2430	135 Lower Sherbourne	28.25	22.20	489.58	540.03
31	23	2431	135 Lower Sherbourne	28.25	22.20	410.06	460.51
32	23	2432	135 Lower Sherbourne	28.25	22.20	498.28	548.73
33	23	2433	135 Lower Sherbourne	28.25	22.20	405.71	456.16
1	24	2501	70 Princess	28.25	22.20	442.99	493.44
2	24	2502	70 Princess	28.25	22.20	526.86	577.31
3	24	2503	70 Princess	28.25	22.20	475.29	525.74
4	24	2504	70 Princess	28.25	22.20	387.07	437.52
5	24	2505	70 Princess	28.25	22.20	512.57	563.02
6	24	2506	70 Princess	28.25	22.20	538.67	589.12
7	24	2507	70 Princess	28.25	22.20	521.27	571.72
8	24	2508	70 Princess	28.25	22.20	437.40	487.85
9	24	2509	70 Princess	28.25	22.20	492.69	543.14
10	24	2510	70 Princess	28.25	22.20	359.11	409.56
11	24	2511	70 Princess	28.25	22.20	356.00	406.45
12	24	2512	70 Princess	28.25	22.20	356.00	406.45
13	24	2513	70 Princess	28.25	22.20	289.53	339.98
14	24	2514	70 Princess	28.25	22.20	289.53	339.98
15	24	2515	70 Princess 70 Princess	28.25	22.20	315.62	366.07
	24						
16		2516	70 Princess	28.25	22.20	498.28	548.73
17	24	2517	135 Lower Sherbourne	28.25	22.20	408.19	458.64
18	24	2518	135 Lower Sherbourne	28.25	22.20	257.84	308.29
19	24	2519	135 Lower Sherbourne	28.25	22.20	295.74	346.19
20	24	2520	135 Lower Sherbourne	28.25	22.20	313.14	363.59
21	24	2521	135 Lower Sherbourne	28.25	22.20	356.00	406.45
22	24	2522	135 Lower Sherbourne	28.25	22.20	356.00	406.45
23	24	2523	135 Lower Sherbourne	28.25	22.20	356.00	406.45
24	24	2524	135 Lower Sherbourne	28.25	22.20	356.00	406.45
25	24	2525	135 Lower Sherbourne	28.25	22.20	529.97	580.42
26	24	2526	135 Lower Sherbourne	28.25	22.20	411.30	461.75
27	24	2527	135 Lower Sherbourne	28.25	22.20	518.79	569.24
28	24	2528	135 Lower Sherbourne	28.25	22.20	356.00	406.45
29	24	2529	135 Lower Sherbourne	28.25	22.20	538.67	589.12
30	24	2530	135 Lower Sherbourne	28.25	22.20	512.57	563.02
31	24	2531	135 Lower Sherbourne	28.25	22.20	410.06	460.51
32	24	2532	135 Lower Sherbourne	28.25	22.20	498.28	548.73
33	24	2533	135 Lower Sherbourne	28.25	22.20	405.71	456.16
1	25	2601	70 Princess	28.25	22.20	442.99	493.44
2	25	2602	70 Princess	28.25	22.20	526.86	577.31
3	25	2603	70 Princess	28.25	22.20	475.29	525.74
4	25	2604	70 Princess	28.25	22.20	387.07	437.52
5	25	2605	70 Princess	28.25	22.20	512.57	563.02
6	25	2606	70 Princess	28.25	22.20	538.67	589.12
7	25	2607	70 Princess	28.25	22.20	521.27	571.72
8	25	2608	70 Princess	28.25	22.20	437.40	487.85
9	25	2609	70 Princess	28.25	22.20	492.69	543.14
10	25	2610	70 Princess	28.25	22.20	359.11	409.56
11	25	2611	70 Princess	28.25	22.20	356.00	406.45
12	25	2612	70 Princess	28.25	22.20	356.00	406.45
13	25	2613	70 Princess	28.25	22.20	289.53	339.98
14	25	2614	70 Princess	28.25	22.20	289.53	339.98
15	25	2615	70 Princess	28.25	22.20	315.62	366.07
16	25	2616	70 Princess	28.25	22.20	498.28	548.73
17	25	2617	135 Lower Sherbourne	28.25	22.20	408.19	458.64
18	25	2618	135 Lower Sherbourne	28.25	22.20	257.84	308.29
19	25	2619	135 Lower Sherbourne	28.25	22.20	295.74	346.19
20	25 25	2620	135 Lower Sherbourne	28.25	22.20	313.14	363.59
20	25 25	2621	135 Lower Sherbourne	28.25	22.20	356.00	406.45
22	25 25	2622	135 Lower Sherbourne	28.25	22.20	356.00	406.45
22	25 25	2622	135 Lower Sherbourne 135 Lower Sherbourne	28.25	22.20	356.00 356.00	406.45 406.45
43	23	2023	133 LOWEL SHELDOULING	40.43	22.20	330.00	400.43

# BUILDING A, B, C & D

UNIT NO.	LEVEL NO.	SUITE NO.	MUNICIPAL ADDRESS	MONTHLY COMMON CHARGEM BULK INTERNET PER UNIT	ONTHLY COMMON CHARGE EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	TOTAL MONTHLY COMMON ELEMEN CHARGES BY UNIT
24	25	2624	135 Lower Sherbourne	28.25	22.20	356.00	406.45
25	25	2625	135 Lower Sherbourne	28.25	22.20	529.97	580.42
26	25	2626	135 Lower Sherbourne	28.25	22.20	411.30	461.75
27	25	2627	135 Lower Sherbourne	28.25	22.20	518.79	569.24
28	25	2628	135 Lower Sherbourne	28.25	22.20	356.00	406.45
29	25	2629	135 Lower Sherbourne	28.25	22.20	538.67	589.12
30	25	2630	135 Lower Sherbourne	28.25	22.20	512.57	563.02
31	25	2631	135 Lower Sherbourne	28.25	22.20	410.06	460.51
32	25	2632	135 Lower Sherbourne	28.25	22.20	498.28	548.73
33	25	2633	135 Lower Sherbourne	28.25	22.20	405.71	456.16
1	26	2701	70 Princess	28.25	22.20	442.99	493.44
2	26	2702	70 Princess	28.25	22.20	526.86	577.31
3	26	2703	70 Princess	28.25	22.20	475.29	525.74
4	26	2704	70 Princess	28.25	22.20	387.07	437.52
5	26	2705	70 Princess	28.25	22.20	512.57	563.02
6	26	2706	70 Princess	28.25	22.20	538.67	589.12
7	26	2707	70 Princess	28.25	22.20	521.27	571.72
8	26	2708	70 Princess	28.25	22.20	437.40	487.85
9	26	2709	70 Princess	28.25	22.20	492.69	543.14
10	26	2710	70 Princess	28.25	22.20	359.11	409.56
11	26	2711	70 Princess	28.25	22.20	356.00	406.45
12	26	2712	70 Princess	28.25	22.20	356.00	406.45
13	26	2713	70 Princess	28.25	22.20	289.53	339.98
14	26	2714	70 Princess 70 Princess	28.25	22.20	289.53	339.98
15 16	26 26	2715 2716	70 Princess 70 Princess	28.25 28.25	22.20 22.20	315.62 498.28	366.07 548.73
17	26	2717	135 Lower Sherbourne	28.25	22.20	498.28	458.64
18	26	2717	135 Lower Sherbourne	28.25	22.20	257.84	308.29
19	26	2719	135 Lower Sherbourne	28.25	22.20	295.74	346.19
20	26	2720	135 Lower Sherbourne	28.25	22.20	313.14	363.59
21	26	2721	135 Lower Sherbourne	28.25	22.20	356.00	406.45
22	26	2722	135 Lower Sherbourne	28.25	22.20	356.00	406.45
23	26	2723	135 Lower Sherbourne	28.25	22.20	356.00	406.45
24	26	2724	135 Lower Sherbourne	28.25	22.20	356.00	406.45
25	26	2725	135 Lower Sherbourne	28.25	22.20	529.97	580.42
26	26	2726	135 Lower Sherbourne	28.25	22.20	411.30	461.75
27	26	2727	135 Lower Sherbourne	28.25	22.20	518.79	569.24
28	26	2728	135 Lower Sherbourne	28.25	22.20	356.00	406.45
29	26	2729	135 Lower Sherbourne	28.25	22.20	538.67	589.12
30	26	2730	135 Lower Sherbourne	28.25	22.20	512.57	563.02
31	26	2731	135 Lower Sherbourne	28.25	22.20	410.06	460.51
32	26	2732	135 Lower Sherbourne	28.25	22.20	498.28	548.73
33	26	2733	135 Lower Sherbourne	28.25	22.20	405.71	456.16
1	27	2801	70 Princess	28.25	22.20	442.99	493.44
2	27	2802	70 Princess	28.25	22.20	526.86	577.31
3	27	2803	70 Princess	28.25	22.20	475.29	525.74
4	27	2804	70 Princess	28.25	22.20	387.07	437.52
5	27	2805	70 Princess	28.25	22.20	512.57	563.02
6	27	2806	70 Princess	28.25	22.20	538.67	589.12
7	27	2807	70 Princess	28.25	22.20	521.27	571.72
8	27	2808	70 Princess	28.25	22.20	437.40	487.85
9	27	2809	70 Princess	28.25	22.20	492.69	543.14
10	27	2810	70 Princess	28.25	22.20	359.11	409.56
11	27	2811	70 Princess	28.25	22.20	356.00	406.45
12	27	2812	70 Princess	28.25	22.20	356.00	406.45
13	27	2813	70 Princess	28.25	22.20	289.53	339.98
14	27	2814	70 Princess	28.25	22.20	289.53	339.98
15	27	2815	70 Princess	28.25	22.20	315.62	366.07
16	27	2816	70 Princess	28.25	22.20	498.28	548.73
17	27	2817	135 Lower Sherbourne	28.25	22.20	408.19	458.64
18	27	2818	135 Lower Sherbourne	28.25	22.20	257.84	308.29
19	27	2819	135 Lower Sherbourne	28.25	22.20	295.74	346.19
20	27	2820	135 Lower Sherbourne	28.25	22.20	313.14	363.59
21	27	2821	135 Lower Sherbourne	28.25	22.20	356.00	406.45
22	27	2822	135 Lower Sherbourne	28.25	22.20	356.00	406.45
23	27	2823	135 Lower Sherbourne	28.25	22.20	356.00	406.45
24	27	2824	135 Lower Sherbourne	28.25	22.20	356.00	406.45
25	27	2825	135 Lower Sherbourne	28.25	22.20	529.97	580.42
26	27	2826	135 Lower Sherbourne	28.25	22.20	411.30	461.75
27	27	2827	135 Lower Sherbourne	28.25	22.20	518.79	569.24
28	27 27	2828	135 Lower Sherbourne	28.25	22.20	356.00 538.67	406.45 589.12
29 30	27 27	2829 2830	135 Lower Sherbourne 135 Lower Sherbourne	28.25 28.25	22.20 22.20	538.67 512.57	589.12 563.02
30	21	2030	133 Lower Sherbourne	20.23	22.20	312.37	303.02

# **BUILDING A, B, C & D**

		a	MO	ONTHLY COMMON CHARGEM			TOTAL MONTHLY
UNIT NO.	LEVEL NO.	SUITE NO.	MUNICIPAL ADDRESS	BULK INTERNET PER UNIT	EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	CHARGES BY UNI
31	27	2831	135 Lower Sherbourne	28.25	22.20	410.06	460.51
32	27	2832	135 Lower Sherbourne	28.25	22.20	498.28	548.73
33	27	2833	135 Lower Sherbourne	28.25	22.20	405.71	456.16
1	28	LPH2901	70 Princess	28.25	22.20	442.99	493.44
2	28	LPH2902	70 Princess	28.25	22.20	526.86	577.31
3	28	LPH2903	70 Princess	28.25	22.20	475.29	525.74
4	28	LPH2904	70 Princess	28.25	22.20	387.07	437.52
5	28	LPH2905	70 Princess	28.25	22.20	512.57	563.02
6	28	LPH2906	70 Princess	28.25	22.20	538.67	589.12
7	28	LPH2907	70 Princess	28.25	22.20	521.27	571.72
8	28	LPH2908	70 Princess	28.25	22.20	437.40	487.85
9	28	LPH2909	70 Princess	28.25	22.20	492.69	543.14
10	28	LPH2910	70 Princess	28.25	22.20	359.11	409.56
11	28	LPH2911	70 Princess	28.25	22.20	356.00	406.45
12 13	28 28	LPH2912 LPH2913	70 Princess 70 Princess	28.25 28.25	22.20 22.20	356.00 289.53	406.45 339.98
13 14	28	LPH2913 LPH2914	70 Princess 70 Princess	28.25	22.20	289.53	339.98
15	28	LPH2915	70 Princess	28.25	22.20	315.62	366.07
16	28	LPH2916	70 Princess	28.25	22.20	498.28	548.73
17	28	LPH2917	135 Lower Sherbourne	28.25	22.20	408.19	458.64
18	28	LPH2918	135 Lower Sherbourne	28.25	22.20	257.84	308.29
19	28	LPH2919	135 Lower Sherbourne	28.25	22.20	295.74	346.19
20	28	LPH2920	135 Lower Sherbourne	28.25	22.20	313.14	363.59
21	28	LPH2921	135 Lower Sherbourne	28.25	22.20	356.00	406.45
22	28	LPH2922	135 Lower Sherbourne	28.25	22.20	356.00	406.45
23	28	LPH2923	135 Lower Sherbourne	28.25	22.20	356.00	406.45
24	28	LPH2924	135 Lower Sherbourne	28.25	22.20	356.00	406.45
25	28	LPH2925	135 Lower Sherbourne	28.25	22.20	529.97	580.42
26	28	LPH2926	135 Lower Sherbourne	28.25	22.20	411.30	461.75
27	28	LPH2927	135 Lower Sherbourne	28.25	22.20	518.79	569.24
28	28	LPH2928	135 Lower Sherbourne	28.25	22.20	356.00	406.45
29	28	LPH2929	135 Lower Sherbourne	28.25	22.20	538.67	589.12
30	28	LPH2930	135 Lower Sherbourne	28.25	22.20	512.57	563.02
31	28	LPH2931	135 Lower Sherbourne	28.25	22.20	410.06	460.51
32 33	28 28	LPH2932 LPH2933	135 Lower Sherbourne 135 Lower Sherbourne	28.25 28.25	22.20 22.20	498.28 405.71	548.73 456.16
1	29	PH3001	70 Princess	28.25	22.20	442.99	493.44
2	29	PH3002	70 Princess	28.25	22.20	526.86	577.31
3	29	PH3003	70 Princess	28.25	22.20	475.29	525.74
4	29	PH3004	70 Princess	28.25	22.20	387.07	437.52
5	29	PH3005	70 Princess	28.25	22.20	512.57	563.02
6	29	PH3006	70 Princess	28.25	22.20	538.67	589.12
7	29	PH3007	70 Princess	28.25	22.20	521.27	571.72
8	29	PH3008	70 Princess	28.25	22.20	437.40	487.85
9 10	29	PH3009 PH3010	70 Princess	28.25 28.25	22.20	492.69	543.14
10	29 29	PH3010 PH3011	70 Princess 70 Princess	28.25	22.20 22.20	359.11	409.56 406.45
12	29	PH3011 PH3012	70 Princess 70 Princess	28.25	22.20	356.00 356.00	406.45
13	29	PH3013	70 Princess	28.25	22.20	289.53	339.98
14	29	PH3014	70 Princess	28.25	22.20	289.53	339.98
15	29	PH3015	70 Princess	28.25	22.20	315.62	366.07
16	29	PH3016	70 Princess	28.25	22.20	498.28	548.73
17	29	PH3017	135 Lower Sherbourne	28.25	22.20	408.19	458.64
18	29	PH3018	135 Lower Sherbourne	28.25	22.20	257.84	308.29
19	29	PH3019	135 Lower Sherbourne	28.25	22.20	295.74	346.19
20	29	PH3020	135 Lower Sherbourne	28.25	22.20	313.14	363.59
21	29	PH3021	135 Lower Sherbourne	28.25	22.20	356.00	406.45
22	29	PH3022	135 Lower Sherbourne	28.25	22.20	356.00	406.45
23	29	PH3023	135 Lower Sherbourne	28.25	22.20	356.00	406.45
24	29	PH3024	135 Lower Sherbourne	28.25	22.20	356.00	406.45
25	29	PH3025	135 Lower Sherbourne	28.25	22.20	529.97	580.42
26	29	PH3026	135 Lower Sherbourne	28.25	22.20	411.30	461.75
27	29	PH3027	135 Lower Sherbourne	28.25	22.20	518.79	569.24
28	29	PH3028	135 Lower Sherbourne	28.25	22.20	356.00	406.45
29	29	PH3029	135 Lower Sherbourne	28.25	22.20	538.67	589.12
30	29	PH3030	135 Lower Sherbourne	28.25	22.20	512.57	563.02
31	29	PH3031	135 Lower Sherbourne	28.25	22.20	410.06	460.51
32	29	PH3032	135 Lower Sherbourne	28.25	22.20	498.28	548.73
33	29	PH3033	135 Lower Sherbourne	28.25	22.20	405.71	456.16
TOTAL RESIDENTIAL COMMON CHARGES				43,250.75	33,988.20	574,954.38	652,193.33

# **BUILDING A, B, C & D**

			N	TOTAL MONTHLY			
UNIT	LEVEL	SUITE		BULK INTERNET	Γ EDDY SYSTEM	MONTHLY	COMMON ELEMEN
NO.	NO.	NO.	MUNICIPAL ADDRESS	PER UNIT	PER UNIT	COMMON CHARGE	CHARGES BY UNIT
PARKING UN 715 Parkir	ITS (\$52.19 EACH) ng Units			0.00	0.00	37,315.85	37,315.85
STORAGE LOCKER UNITS (\$11.80 EACH)							
765 Storag	ge Locker Units			0.00	0.00	9,027.00	9,027.00
TOTAL COM	MON CHARGES			43,250.75	33,988.20	621,297.23	698,536.18

## **SCHEDULE IX**

# Sections 73 and 74 of the Condominium Act, 1998, S.O. 1998, c.19

#### Rescission of agreement

**73.** (1) A purchaser who receives a disclosure statement under subsection 72 (1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 73 (1).

#### Notice of rescission

- (2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of,
- (a) the date that the purchaser receives the disclosure statement; and
- (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser. 1998, c. 19, s. 73 (2).

#### Refund upon rescission

(3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it. 1998, c. 19, s. 73 (3).

# Material changes in disclosure statement

**74.** (1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72 (1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser. 1998, c. 19, s. 74 (1).

# Definition

# (2) In this section,

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

- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation,
- (b) a substantial addition, alteration or improvement within the meaning of subsection 97 (6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43,
- (c) a change in the portion of units or proposed units that the declarant intends to lease,
- (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made, or
- (e) a change in the information contained in the statement described in subsection 161 (1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation. 1998, c. 19, s. 74 (2).

# Contents of revised statement

(3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them. 1998, c. 19, s. 74 (3).

## Time of delivery

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form. 1998, c. 19, s. 74 (4).

#### Purchaser's application to court

(5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change. 1998, c. 19, s. 74 (5); 2000, c. 26, Sched. B, s. 7 (5).

#### Rescission after material change

- (6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice as required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,
- (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
- (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and
- (c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination. 1998, c. 19, s. 74 (6); 2000, c. 26, Sched. B, s. 7 (5).

# Notice of rescission

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor. 1998, c. 19, s. 74 (7).

# Declarant's application to court

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5). 1998, c. 19, s. 74 (8); 2000, c. 26, Sched. B, s. 7 (5).

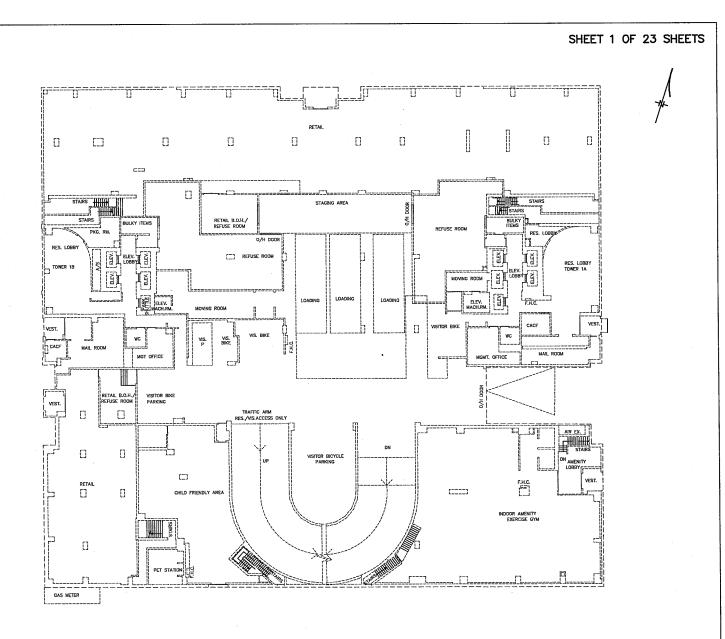
# Refund upon rescission

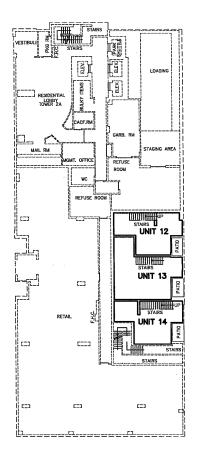
(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it. 1998, c. 19, s. 74 (9).

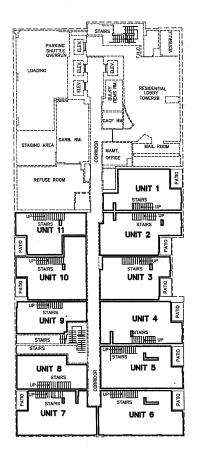
#### Time of refund

- (10) The declarant shall make the refund,
- (a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or
- (b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8). 1998, c. 19, s. 74 (10).

# **SCHEDULE X**





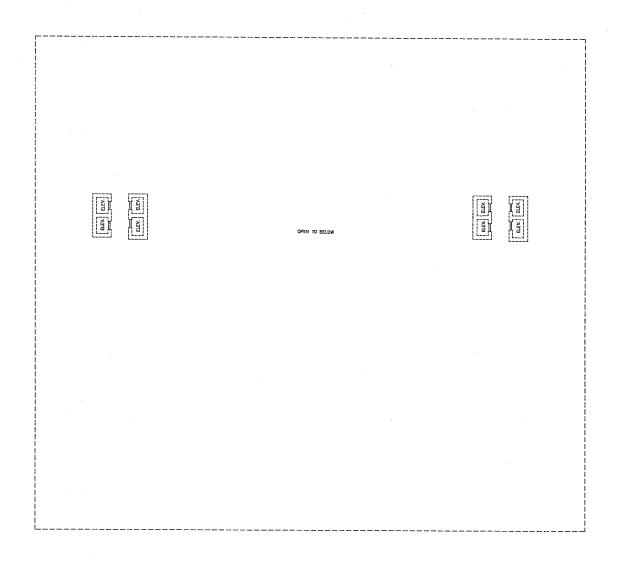


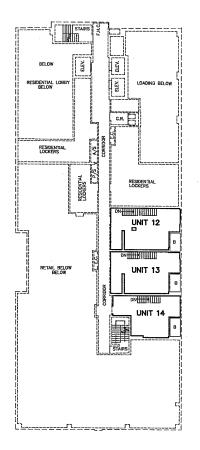
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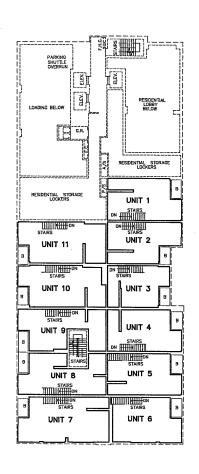


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lebsite: www.r-pe.co
RAWN: S.L. CHECKED:
0B No. 18-213







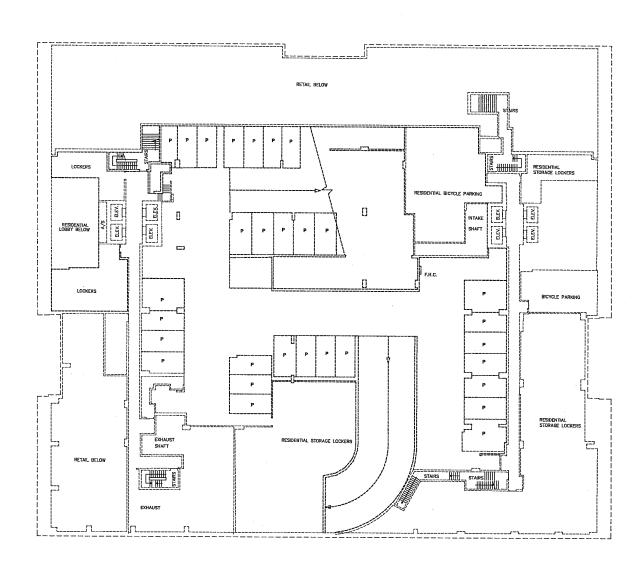
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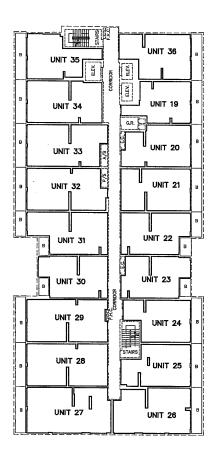


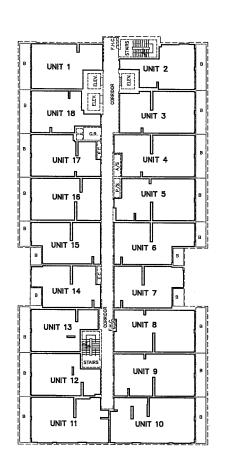
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ONTARIO LAND SURVEYORS

ONTARIO LAND SURVEYORS 643 Chrislea Road, Suite 7 Woodbridge, Ontario L4L 8A3 Tel.(416)635-5000 Fax (416) Tel.(905)264-0881 Fay (905)

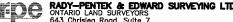
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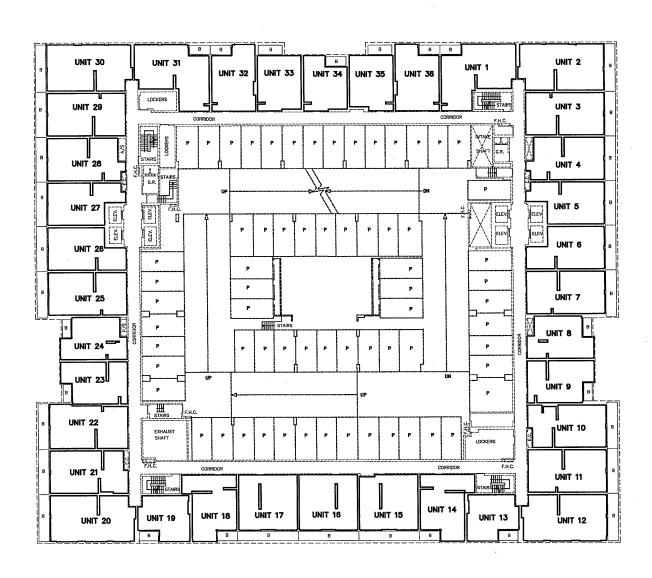


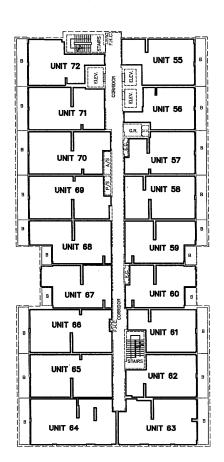


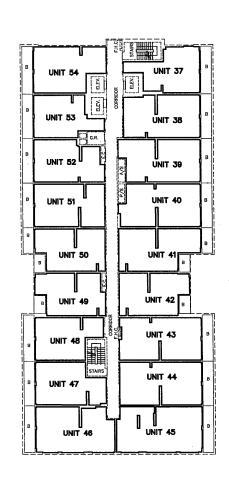
CONDO SUITE UNITS 1 TO 36 INCLUSIVE LEVEL 2



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CAD FILE No.18-213-SHEET3-(L2)



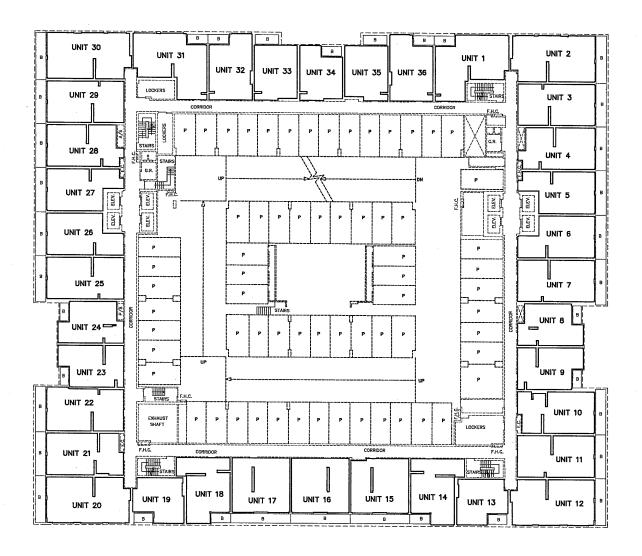


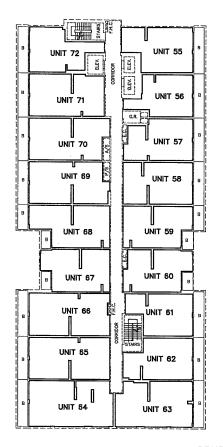


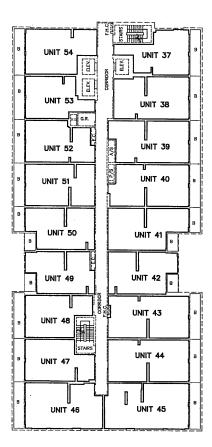
CONDO SUITE UNITS 1 TO 72 INCLUSIVE LEVEL 3



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CONDO SUITE UNITS 1 TO 72 INCLUSIVE LEVEL 4

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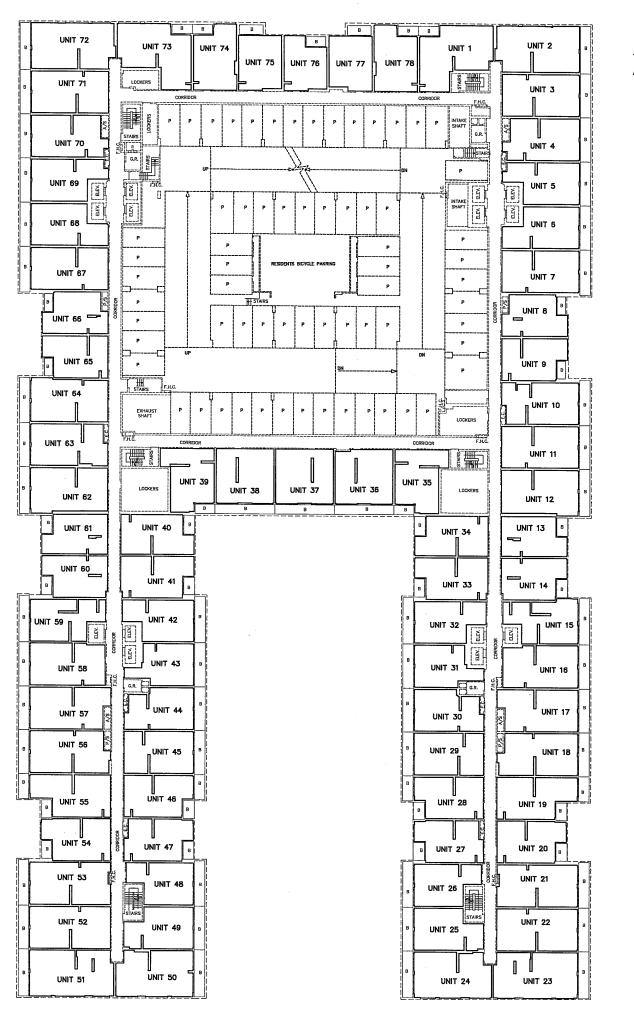
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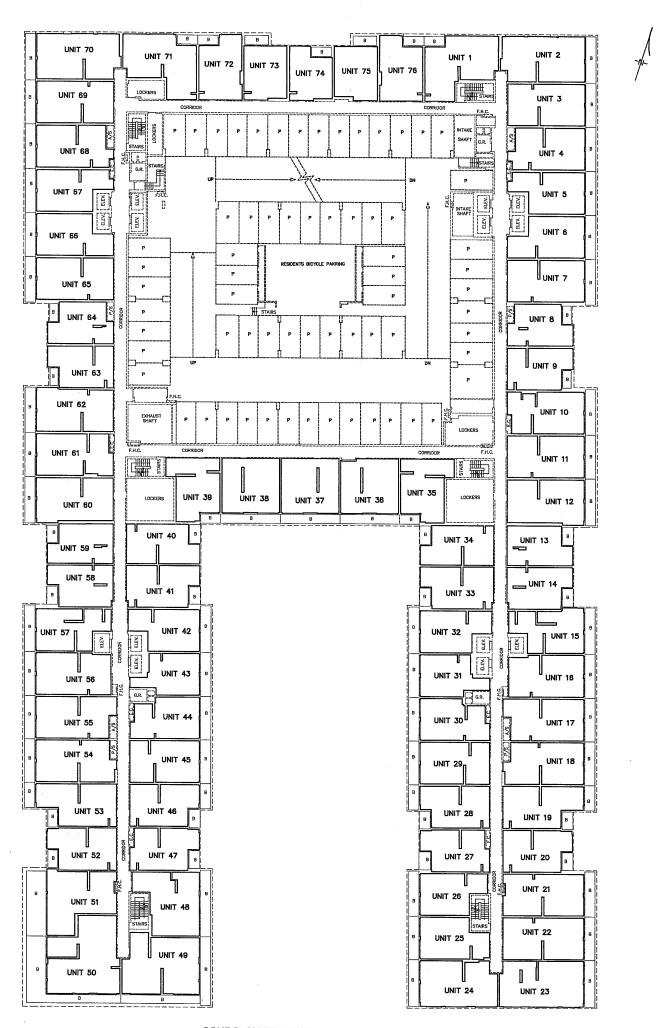


CONDO SUITE UNITS 1 TO 78 INCLUSIVE LEVEL 5-6



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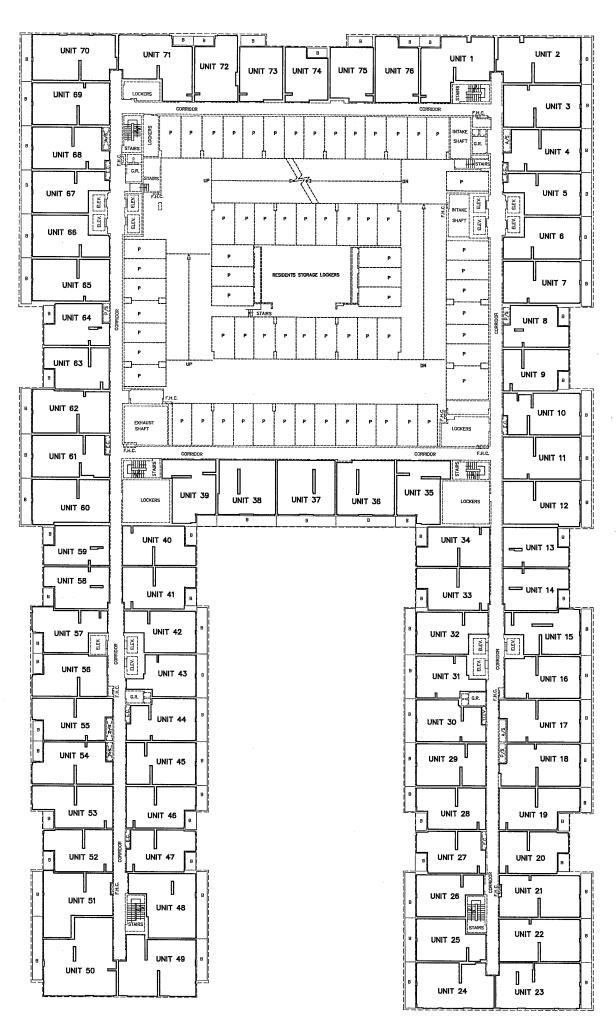
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CONDO SUITE UNITS 1 TO 76 INCLUSIVE LEVEL 7

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CONDO SUITE UNITS 1 TO 76 INCLUSIVE LEVEL 8

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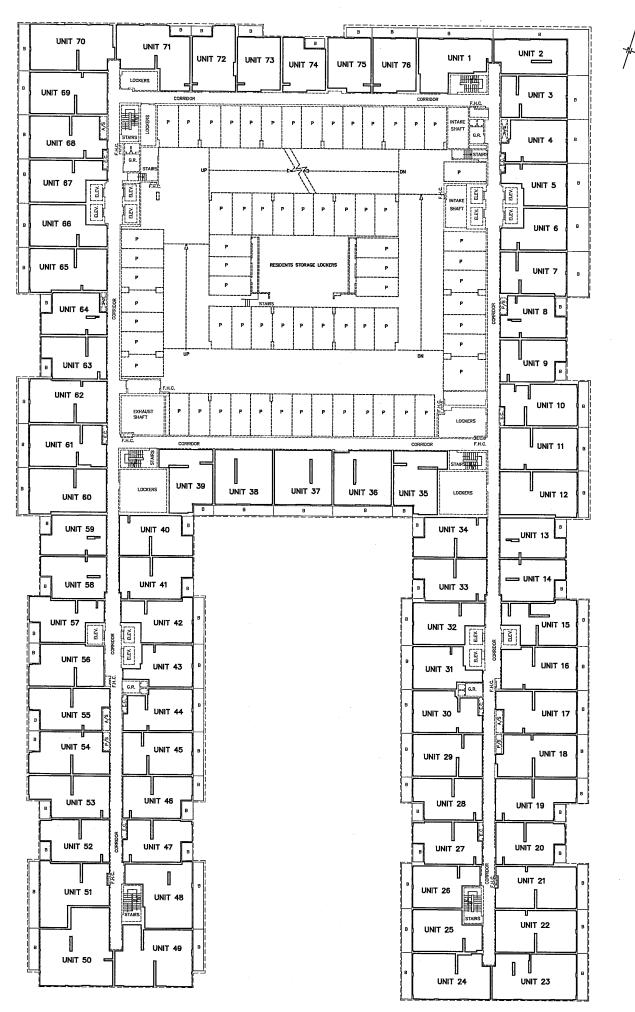
Tel. (905)264-08B1

Website: www.r-pe.ca

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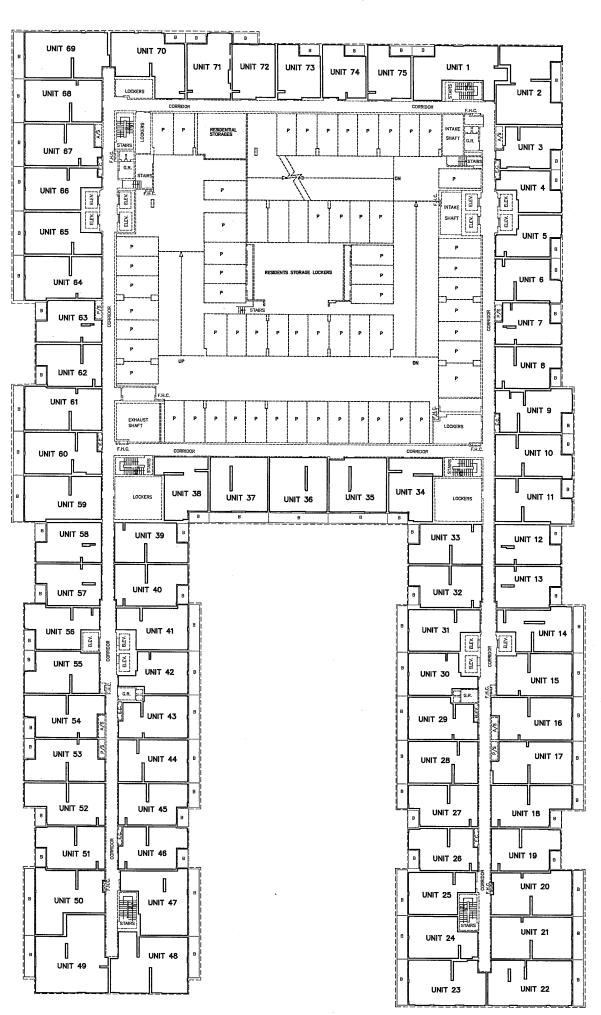
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CONDO SUITE UNITS 1 TO 76 INCLUSIVE LEVEL 9

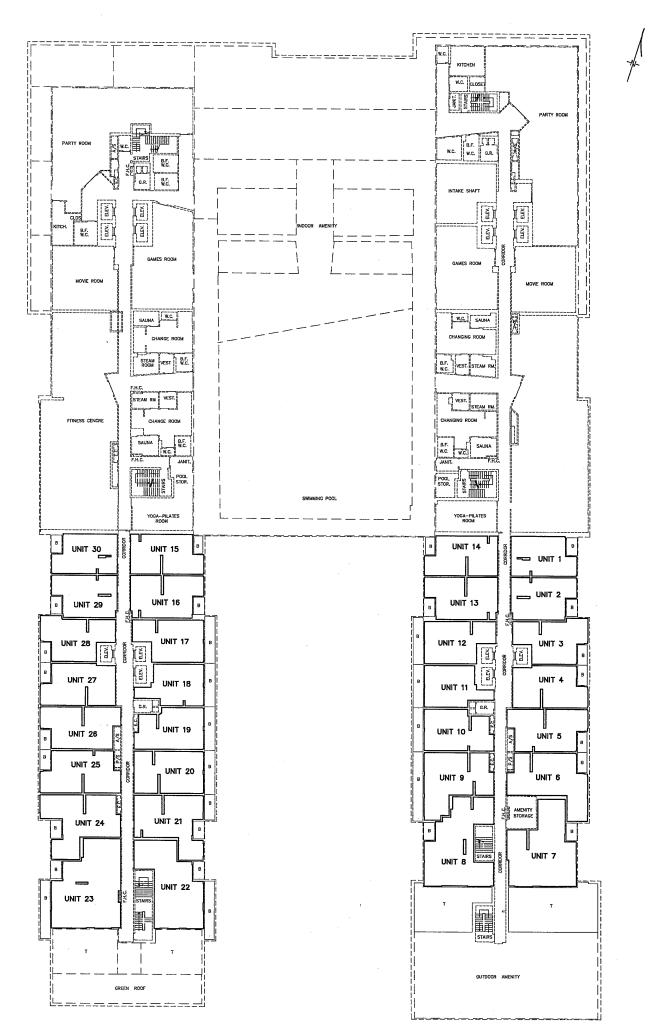
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CONDO SUITE UNITS 1 TO 75 INCLUSIVE LEVEL 10

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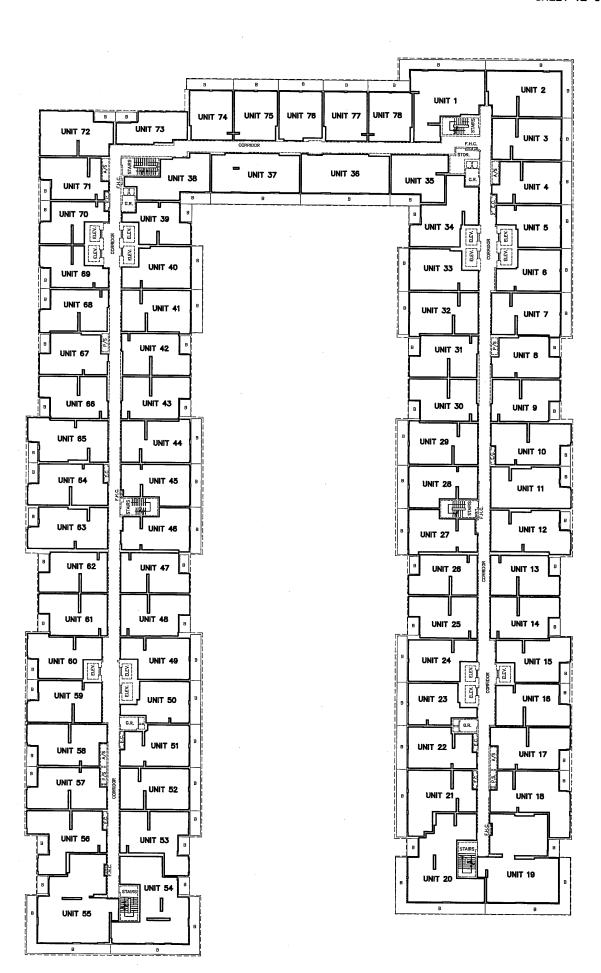
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CONDO SUITE UNITS 1 TO 30 INCLUSIVE LEVEL 11

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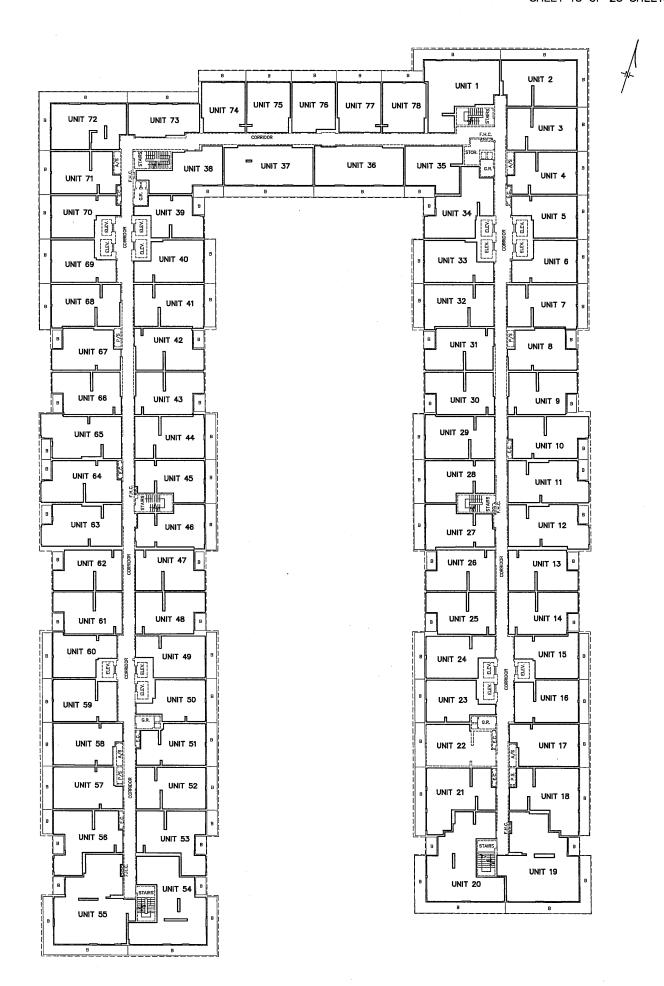
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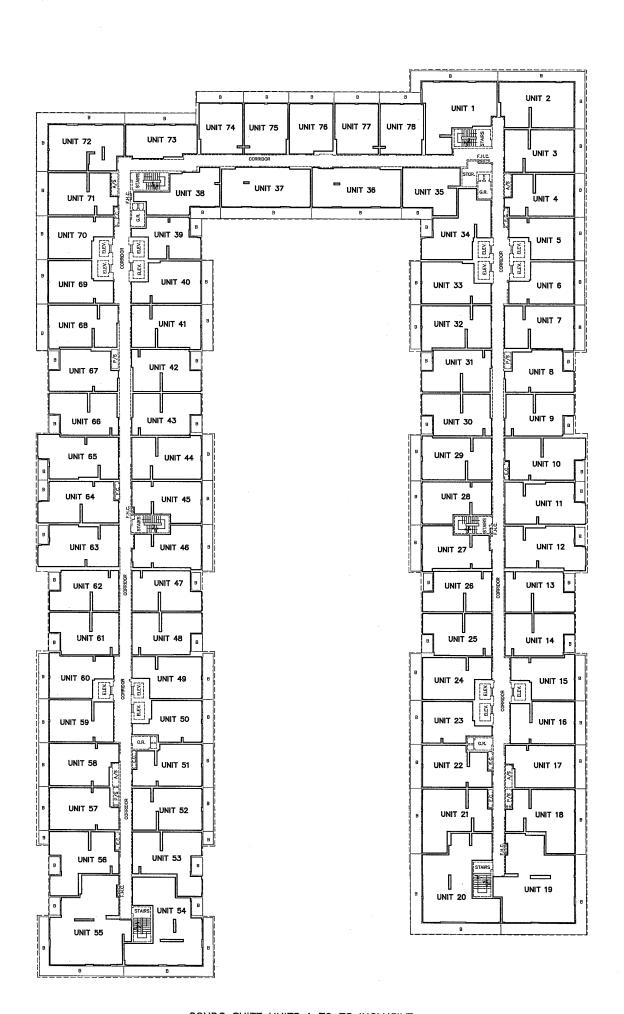
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CONDO SUITE UNITS 1 TO 78 INCLUSIVE LEVEL 13



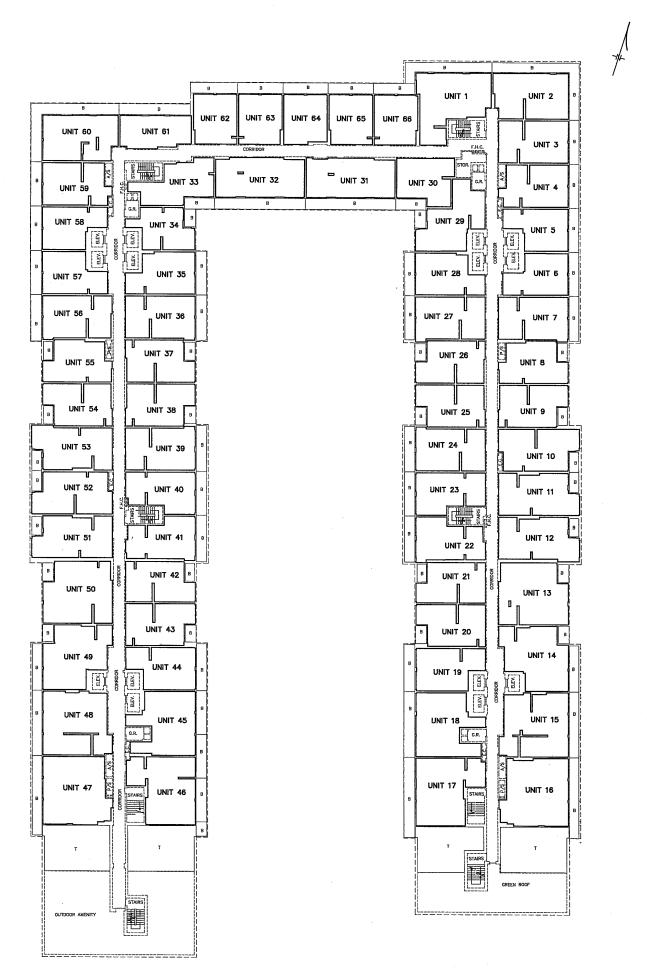
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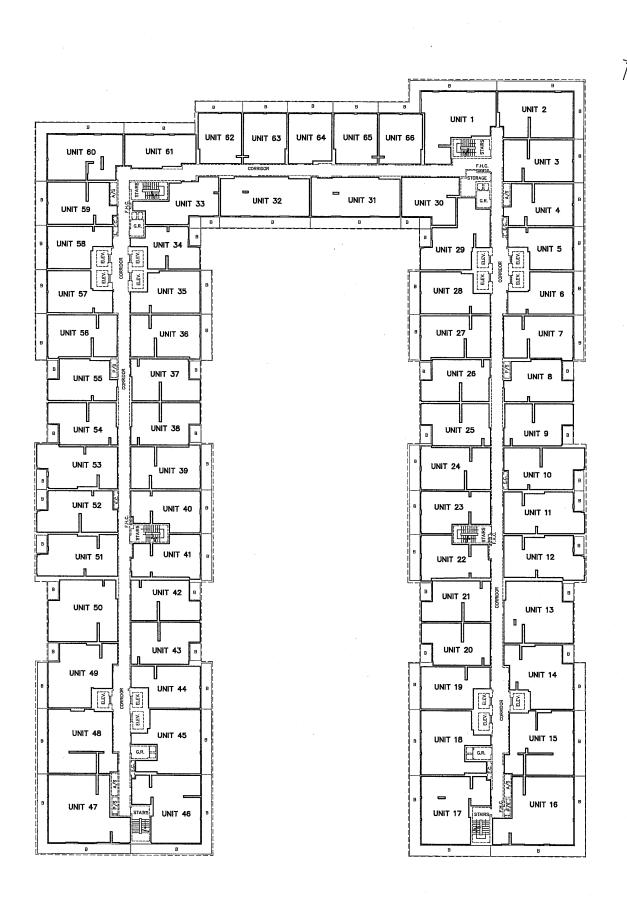
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CONDO SUITE UNITS 1 TO 66 INCLUSIVE LEVEL 15

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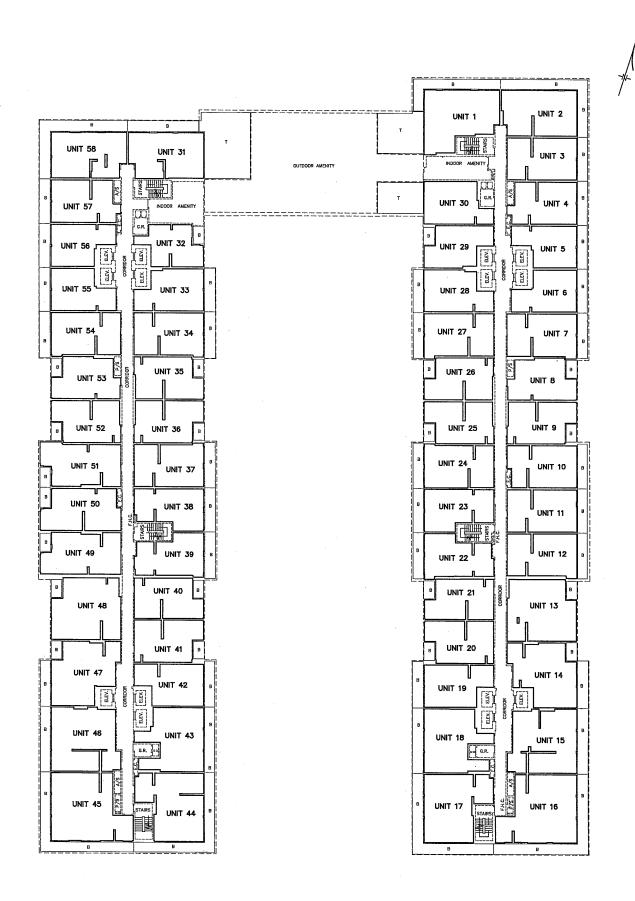
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CONDO SUITE UNITS 1 TO 66 INCLUSIVE LEVEL 16



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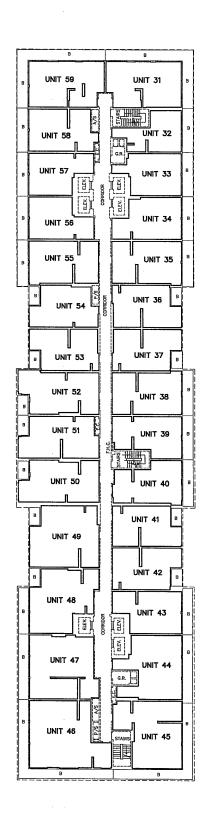
CONDO SUITE UNITS 1 TO 58 INCLUSIVE LEVEL 17

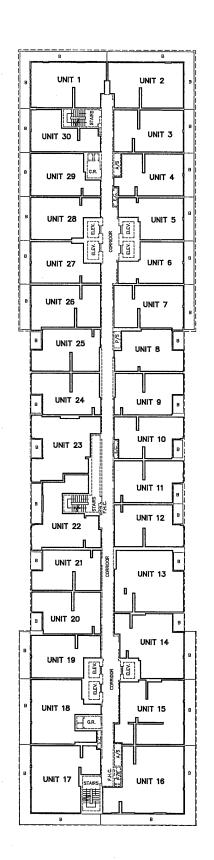


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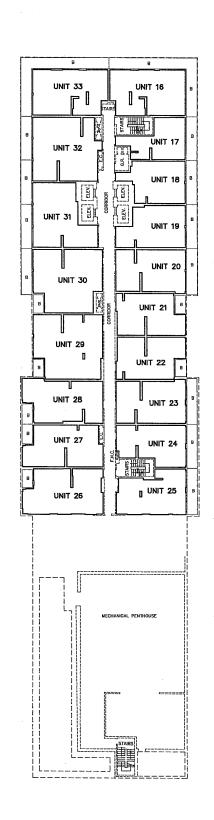
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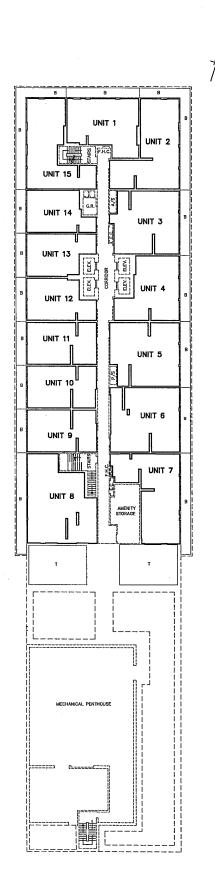


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el.(905)264-0881 Fox (905)264-2099
(ebsite: www.r-pe.ca
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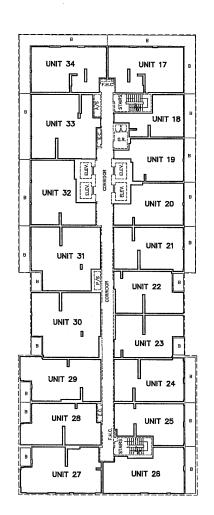
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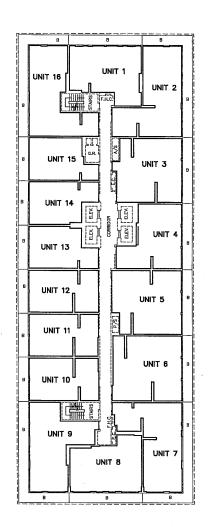




CONDO SUITE UNITS 1 TO 33 INCLUSIVE LEVEL 19

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Tel.(905)264-0881 Fax (905)264-2099
Website: www.r-pe.ca
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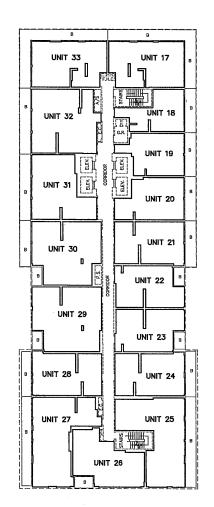


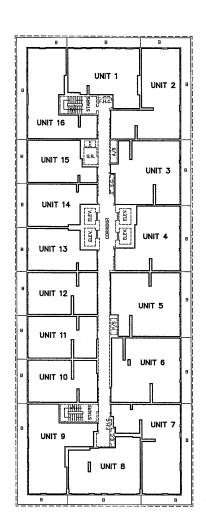
CONDO SUITE UNITS 1 TO 34 INCLUSIVE LEVEL 20-21



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Tel.(416)635–5000 Fax (905)264–2099
Website: www.r-pe.ca
DRAWN: S.L. CHECKED:
JOB No. 18–213

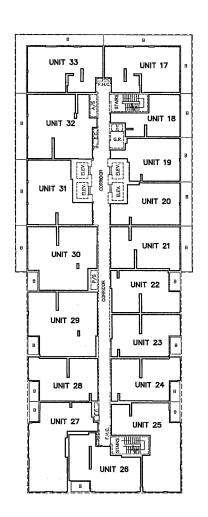


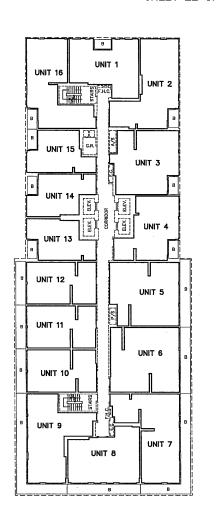


CONDO SUITE UNITS 1 TO 33 INCLUSIVE LEVEL 22



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JOB NO. 18-213
CAD FILE NO.18-213-SHEET21-(L22)



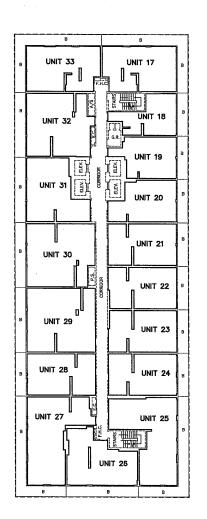


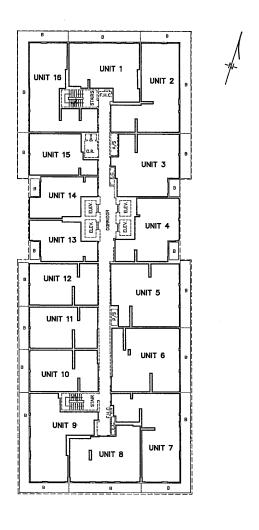
CONDO SUITE UNITS 1 TO 33 INCLUSIVE LEVEL 23



RADY-PENTEK & EDWARD SURVEYING LTD.

ONTARIO LAND SURVEYORS
643 Chrislea Road, Sulte 7
Woodbridge, Ontorio L4L BA3
Tel.(416)635-5000 Fax (416)635-5001
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Website: www.r-pe.ca
DRAWN: S.L
JOB No. 18-213
CAD FILE No.18-213-SHEET22-(L23)





CONDO SUITE UNITS 1 TO 33 INCLUSIVE LEVEL 24-29

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JOB No. 18-213
CAD FILE No.18-213-SHEET23-(L24-29)

# **SCHEDULE XI**

# SECTION 43(5) (h) OF THE CONDOMINIUM ACT, 1998

The following is the schedule setting out what constitutes a standard unit for each class of unit that the Declarant intends to deliver to the Corporation pursuant to Section 43 (5) (h) of the Act, for the purpose of determining the responsibility for repairing improvements after damage and insuring them, as required pursuant to Section 43 (5) (h) of the *Condominium Act*, 1998.

## **Residential Dwelling Units**

Each standard residential dwelling unit shall be deemed to consist of the following items, of the type and quality installed by the builder, subject to the exclusions noted herein:

- closet doors and interior doors
- bathroom exhaust fan
- HVAC units, including without limitation, distribution systems and thermostat
- smoke alarm detector(s) and carbon monoxide detector(s)
- builder-installed outlets, panels, electrical wiring, light switches, receptacles and light fixtures
- pre-wiring for internet, telephone and television
- upper side of concrete slab floor, under side of concrete slab ceiling and unfinished drywalled interior walls

For greater certainty, and without limiting anything herein, the following are EXCLUDED from the definition of a standard residential dwelling unit:

- appliances, whether affixed to the unit or otherwise, including without limitation, washers, dryers, dishwashers, ranges, range hoods, microwaves, freezers and refrigerators
- all cabinetry, islands, vanities, tubs, showers, shower enclosures and sinks
- all countertops, vanity tops and island tops
- all floor coverings, including without limitation, carpet, tiles, hardwood, laminated flooring, engineered hardwood and linoleum
- all faucets and taps
- all light bulbs of any type, including without limitation, incandescent, halogen, LED or fluorescent
- all coverings, finishes and items placed on or attached to a vertical surface, including without limitation, tiles, paint, wallpaper, towel bars, toilet paper dispensers and soap holders

Anything not defined as part of the standard residential dwelling unit shall be deemed to be an improvement made to the unit and therefore not form part of the standard residential dwelling unit.

#### **Other Units**

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

# **SCHEDULE XII**

# **RULES**

The following rules shall be observed by the owners and the term "owner" shall include the unit owner or any other person occupying the unit with the owner's approval:

- 1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, tenants, visitors, servants, invitees, licensees or agents shall cause such damage.
- 2. Except as permitted pursuant to the Declaration, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Buildings or common elements whatsoever without the prior written consent of the board.
- 3. No owner shall do, or permit anything to be done in his/her unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the Buildings, or on Property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- 4. Water shall not be left running unless in actual use.
- 5. The owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage and the owner agrees to dispose of same in accordance with the rules of the Corporation as set out from time to time.
- 6. Owners, their families, guests, tenants, invitees, licensees, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners, their families, tenants, invitees, licensees, guests, visitors, servants and persons having business with them.
- 7. No animal, livestock or fowl, other than a pet, shall be kept on the property, and no pet that is deemed by the board or the manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit or in any other part of the common elements. Each pet owner must ensure that his/her pet does not defecate upon the common elements, and if an accident does occur, any such defecation must be cleaned up immediately by the pet owner, so that the common element areas are neat and clean at all times. Should a pet owner fail to clean up after his/her pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks of receipt of written notice from the board or manager requesting removal of such pet, permanently remove such pet from the property. [A pet shall be kept within the unit or may be kept in the exclusive use common element areas appurtenant to such unit only if such pet is kept on a leash.]. Each owner shall only be entitled to keep a maximum of two (2) pets on the property and in his respective unit.
- 8. No noise caused by any instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the other owners shall be permitted.
- 9. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.
- No motor vehicle other than a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair and which does not leak any fluids shall be parked on any part of the common elements (including any part thereof, of which any owner may have the exclusive use) or in any parking units nor shall such areas be used for storage of parts, equipment or materials, nor shall any repairs be made to such motor vehicle on the common elements (including any part thereof, of which any owner may have the exclusive use)or parking units and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking area designated for parking by the board.
- 11. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than an area designated for parking by the board. The board may, if it deems advisable and the governing municipality permits same, designate certain common element parking areas (if any) for the exclusive use

of authorized visitors and handicapped persons. In such instances unit owners shall not park on such designated areas. The board may also designate the hours permitted for visitor parking in the common element visitor parking spaces (if any) and may provide for visitors parking passes in relation to said common element visitor parking spaces (if any). Owners are advised that the Corporation may enforce parking by-laws of the Municipality in the instances where the provisions of this paragraph are contravened.

- 12. Subject to the Declaration, no television antenna, aerial, tower, satellite dish or similar equipment or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or the common elements, except in connection with a television, or other telecommunication or communication system(s) that has been installed or permitted to be installed by the Declarant or the Corporation.
- 13. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
- 14. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his/her family, guests, servants, agents or occupants of his/her unit shall be borne by such owner and may be recovered by the condominium Corporation against such owner in the same manner as common expenses.
- 15. Each owner shall be permitted to barbeque using only an electrical barbeque on his/her exclusive use balcony or terrace, as applicable. No other form of barbequing shall be permitted on such areas. Each owner shall maintain his/her balcony or terrace, as applicable, in a clean and sightly manner and, save as set out hereinabove in this paragraph, shall use this area only for the enjoyment of patio furniture kept thereon. In that regard, such areas shall not be used to store any items including, without limitation, bicycles and such areas shall not be painted and no type of flooring shall be affixed thereto without the consent of the board.
- 16. Each owner shall ensure that sixty (60%) percent of the floor area of each room, entrance and hallway in his/her residential dwelling unit (excluding the kitchen, bathroom and foyer areas of every unit) shall be covered by carpeting or rugs.

## **SCHEDULE XIII**

# **RECREATIONAL AND OTHER AMENITIES**

## **PROPOSED AMENITIES**

- Child friendly amenity area
- Pet station
- Fitness centre
- Outdoor pool and pool deck
- Party room(s) with kitchen
- Theatre(s)
- Games room(s)
- His/hers washrooms with showers
- Outdoor roof top amenity area(s)
- Stretching room(s)

## PROPOSED COMMENCEMENT DATE

The Declarant proposes to commence the construction of the Proposed Amenities on or about March 15, 2023, but in any event no sooner than the date on which the first occupancy of a residential dwelling unit in the Building in which the subject amenity is located takes place. (subject to Note\*\*)

# PROPOSED COMPLETION DATE

The Declarant proposes to complete the construction of the Proposed Amenities on or about September 15, 2023, but in any event no sooner than 90 days following the first occupancy of a residential dwelling unit in the Building in which the subject amenity is located takes place. (subject to Note\*\*)

Note\*\*: The Declarant reserves the unfettered right to amend, alter or otherwise change or delete any one or more of the Proposed Amenities all in its sole, absolute and unfettered discretion. As of the date of the Current Disclosure Statement, the Declarant is unable to describe the amenities, if any, that will be available to the occupants of the Condominium during the period of interim occupancy under section 80 of the Condominium Act, 1998 (Ontario).

## **SCHEDULE XIV**

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

## **BY-LAW NO. 6**

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

- 1. That the Corporation enter into the INTELLIGENT LEAK DETECTION AND SERVICES AGREEMENT (CONDOMINIUM CORPORATION) (the "EDDY AGREEMENT") with Eddy Home Inc. in a form as agreed upon between the parties thereto.
- 2. That the President and the Secretary of the Corporation are hereby authorized to execute, on behalf of the Corporation, the EDDY AGREEMENT together with all other documents, agreements or instruments which are ancillary to the EDDY AGREEMENT, if any, including without limitation, all instruments or affidavits which may be required in order to register the said EDDY AGREEMENT on title to the Corporation's property and all instruments, etc. registered from time to time in order to give effect to the provisions of the EDDY AGREEMENT. The affixation of the corporate seal of the Corporation to all such documents, agreements and instruments is hereby authorized, ratified, sanctioned and confirmed.
- 3. That all terms, provisions and conditions set out in the EDDY AGREEMENT and the Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO.** \* hereby enacts the foregoing bylaw having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c. 19, as amended.

DATED this day of, 20	·	
		TO STANDARD CONDOMINIUM PRATION NO. *
	Per: Name: Title:	President
	Per: Name: Title:	Secretary
	We have	e the authority to bind the Corporation.

# INTELLIGENT LEAK DETECTION AND SERVICES AGREEMENT (CONDOMINIUM CORPORATION)

# **BETWEEN**

**Toronto Standard Condominium Corp.#: XXXX** 

- and -

**EDDY HOME INC.** 

# INTELLIGENT LEAK DETECTION AND SERVICES AGREEMENT (CORPORATION)

**THIS AGREEMENT** made , between (the "Corporation") and Eddy Home Inc. ("**Eddy Home**" and each of Eddy Home and the Corporation, a "**Party**").

WHEREAS Eddy Home operates a business of providing a suite of flood and leak detection products and related services;

**AND WHEREAS** the Corporation is the registered condominium corporation in respect of the lands listed on Schedule "A" consisting of the multi-unit building(s) (the "Buildings");

**AND WHEREAS** the Corporation desires to engage Eddy Home to install certain of Eddy Home's leak detection equipment in the Buildings and to provide monitoring services in relation thereto, all upon the terms and subject to the conditions contained herein;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

# ARTICLE 1 INTERPRETATION

# 1.1 Defined Terms.

In this Agreement the capitalized terms set forth in the preamble and the recitals shall have the meanings set out therein and the following capitalized terms shall have the meanings hereinafter set forth:

- (a) "Act" means the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended or restated from time to time, and the regulations made thereunder;
- (b) "Agreement" means, collectively, this Intelligent Leak Detection and Services Agreement (Corporation) and all exhibits and schedules attached to it;
- (c) "Applicable Laws" with respect to a Person, property, transaction or event, means all applicable federal, provincial and municipal laws (including the common law and principles of equity), statutes, regulations, treaties, by-laws, ordinances, judgments, decrees and all applicable official directives, rules, consents, approvals, authorizations, guidelines, standards, codes of practice, orders (including judicial or administrative orders) and policies having the force of law of any Governmental Authority having authority over, or application to, that Person, property, transaction or event, as the same may be amended;

- (d) "Business Day" means any day other than a day which is a Saturday, a Sunday or a statutory holiday;
- (e) "Commissioning Date" means the date on which the Corporation is created pursuant to the Act;
- (f) "Damages" means any direct loss, liability, damage or expense (including reasonable legal fees and expenses but excluding indirect or consequential damages);
- (g) "Eddy Apps" means any online or mobile portal or software program through which the Corporation accesses the information collected, generated, stored or otherwise derived from the Intelligent Leak Detection System;
- (h) "Eddy Service Terms" means the terms and conditions applicable to the use of the Eddy App;
- (i) "Fees" means the Hardware and Installation Fees and the Monitoring Fees;
- (j) "Governmental Authority" means a government, court, ministry, minister, official, government department, government authority, government agency, regulatory authority, regulatory agency, administrative tribunal or body, or any subdivision or authority of any of the foregoing, that administers Applicable Laws;
- (k) "Hardware and Installation Fees" means the amounts identified as such on Schedule "D";
- (l) "Intelligent Leak Detection System" means all equipment, fixture and things as Eddy Home deems necessary for the services to be provided by Eddy Home pursuant to this Agreement including, without limitation, the equipment set out on Schedule "C";
- (m) "License" means the license granted by the Corporation to Eddy Home pursuant to Section 2.2;
- (n) "Licensed Premises" means the common element portions of the Buildings to which Eddy Home and its personnel reasonably require access for the implementation of this Agreement including, without limitation, mechanical and electrical rooms and closets, lockers, corridors and other common areas;
- (o) "occupant" means the occupant of a unit in the Buildings and "occupants" means more than one occupant or all occupants, as the context so requires;
- (p) "Person" means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization;

- (q) "Monitoring Fees" means the amounts identified as such on Schedule "D";
- (r) "Services" means the provision of leak-monitoring services and the related services described in Schedule "B" hereto;
- (s) "Term" means the term of this Agreement as set out in Section 6.1;
- (t) "unit" means a unit or any other unit in a Building and "units" means more than one unit or all of the units, as the context so requires; and
- (u) "unit owner" means the owner of a unit in the Buildings and "unit owners" means more than one unit owner or all unit owners, as the context so requires.

#### 1.2 Rules of Construction.

In this Agreement, (1) unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders, (2) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case "without limitation", (3) reference to any statute means such statute as amended from time to time, any replacement statute as enacted or amended from time to time and any regulations thereto as enacted or amended from time to time, (4) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, restated, replaced and/or supplemented from time to time, (5) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends, (6) the division of this Agreement into Articles, Sections and portions thereof and the insertion of recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and (7) unless otherwise stated, references in this Agreement to an Article, Section or Schedule refers to the specified Article, Section or Schedule to the Agreement and the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section, Schedule, or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

# 1.3 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

#### 1.4 Choice of Law.

This Agreement shall be governed by and construed in accordance with the laws of the province in which the Buildings are located and the laws of Canada applicable therein and each party hereby attorns to the non-exclusive jurisdiction of the courts of that province.

#### 1.5 Date for any Action.

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

# 1.6 Incorporation of Schedules.

The schedules attached hereto and described below shall, for all purposes hereof, be incorporated by reference into, and form an integral part of this Agreement:

Schedule "A"	Building
Schedule "B"	Services
Schedule "C"	Specifications of the Intelligent Leak Detection System
Schedule "D"	Fees

# ARTICLE 2 ENGAGEMENT, GRANT OF LICENSE AND OWNERSHIP

#### 2.1 Engagement.

The Corporation hereby engages Eddy Home, on an exclusive basis, to maintain an Intelligent Leak Detection System in the Buildings and to provide the Services to the Corporation in respect of the Buildings and Eddy Home hereby accepts such engagement, all in accordance with the terms of this Agreement.

# 2.2 License and Grant of Rights.

The Corporation hereby:

- (a) grants to Eddy Home (including its employees, agents and sub-contractors) in accordance with the terms of this Agreement, a non-exclusive license (the "License") to access and use the Licensed Premises during the Term solely for the purposes of performing this Agreement, the Services and any activities in connection therewith, which License will be at no cost to Eddy Home, subject only to the reasonable requirements of the Corporation relating to safety and security; provided that any work, maintenance, repairs, inspections and/or testing of the Intelligent Leak Detection System or any part thereof that will require or may result in the interruption of the supply of water in the Units or any part thereof must be scheduled with the Corporation in advance;
- (b) grants to Eddy Home (including its employees, agents and sub-contractors), as a necessary part of the Licence, the right at all reasonable times and on prior written notice to the Corporation, to enter and exit those portions of the Buildings and Licensed Premises as may be reasonably necessary to enable Eddy Home (including its employees, agents and sub-contractors) to design, deliver, install,

- inspect, repair, relocate, maintain, test, connect, replace, disconnect or remove the Intelligent Leak Detection System or any part thereof;
- (c) consents to Eddy Home, at Eddy Home's sole cost and expense, obtaining such permits, licences or other authorizations as may be reasonably necessary to operate the Intelligent Leak Detection System at the Buildings; provided however, such permits, licenses or other authorizations shall not interfere with or impede any permits, licenses or other authorizations the Corporation may have or may apply for in respect of the Units and surrounding lands. Upon the Corporation's request, Eddy Home shall promptly provide the Corporation with copies of all permits, authorizations and/or certifications issued by any Governmental Authority in relation to the Intelligent Leak Detection System.

#### 2.3 Ownership of Intelligent Leak Detection System.

The Intelligent Leak Detection System installed in the Buildings are, and shall at all times after installation be the property of Eddy Home, its successors and assigns and used exclusively in accordance with this Agreement, save and except for the portion(s) of the Intelligent Leak Detection System within the units. For clarity, the parties acknowledge and agree that, notwithstanding installation of the Intelligent Leak Detection System in the Buildings, the Intelligent Leak Detection System shall not be characterized as fixtures or common elements of the Buildings while it is under Eddy Home ownership. The Corporation acknowledges that Eddy Home shall have the right to attach markings or identification plates to the Intelligent Leak Detection System in order to give notice of its ownership interest. The Corporation agrees not to alter or interfere with such markings or identification plates whatsoever. All plans, specifications and other information relating to the water distribution system of the Buildings shall clearly identify Eddy Home's ownership interest in the Intelligent Leak Detection System.

# ARTICLE 3 COVENANTS AND REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

# 3.1 Corporation's Covenants.

The Corporation hereby covenants and agrees that it shall:

- (a) provide Eddy Home with access to such telecommunications, hydro and other services as Eddy Home shall reasonably require to facilitate the performance of Eddy Home's obligations under this Agreement and the costs of such access shall be borne by the Corporation;
- (b) provide commercially reasonable cooperation to Eddy Home in connection with the maintenance of the Intelligent Leak Detection System in the Buildings;
- (c) be responsible for the compliance in all material respects by its employees, contractors, agents, representatives with this Agreement;

- (d) at all times comply in all material respects with Applicable Laws related to the Intelligent Leak Detection System are applicable to building owners or managers;
- (e) make reasonable efforts to ensure that the Licensed Premises are secure at all times consistent with sound building practice for projects similar to the Buildings in the vicinity thereof;
- (f) provide commercially reasonable assistance to Eddy Home, at Eddy Home's expense, in the exercise of all its lawful rights and remedies available to it under Applicable Laws to prevent or restrain the occurrence of any vandalism, tampering, interference or misuse of the Intelligent Leak Detection System by any Person;
- (g) treat the financial particulars of this Agreement in the strictest confidence and shall not disclose such financial particulars to any Persons other than in strict confidence to the Corporation's professional advisers and/or partners or to potential purchasers or lenders if and when required or as required by Applicable Laws:
- (h) not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage, the Intelligent Leak Detection System or interfere with the billing and collection activities of Eddy Home, unless same is required by Applicable Law; and
- (i) at its sole cost and expense, acquire and maintain a policy or policies of general liability insurance covering personal injury or property damage with not less than \$5,000,000 coverage per occurrence, as a result of or incidental to damage to the hydro, electrical mechanical or other Buildings systems or the Intelligent Leak Detection System caused by the Corporation (or any of its employees, contractors, agents, representatives and/or others for whom the Corporation is responsible at law).

# ARTICLE 4 COVENANTS AND REPRESENTATIONS AND WARRANTIES OF EDDY HOME

#### 4.1 Eddy Home's Covenants.

Eddy Home hereby covenants and agrees that it shall:

(a) as required from time to time promptly maintain, repair and replace the Intelligent Leak Detection System, with such work to be performed by Eddy Home, its employees, agents and sub-contractors in a good, workmanlike manner and in accordance with Applicable Laws. The party responsible for the cost of such work shall be determined in accordance with Schedule B hereto; however, where (i) the Corporation (or a third party not authorized by Eddy Home) has moved the Intelligent Leak Detection System from the place of installation, (ii) service and repairs are necessary because the Intelligent Leak Detection System was used for an unintended or unauthorized purpose, or (iii) the Corporation (or a third party

not authorized by us) has removed, modified, repaired, disconnected or otherwise tampered with the Intelligent Leak Detection System, it shall be at Eddy's discretion as to whether it will undertake any required repairs and the costs of any such repairs will be borne entirely by the Corporation;

- (b) comply with all provisions of the applicable construction legislation in the province in which the Buildings are situated and shall take all steps necessary to ensure that no lien in respect of the supply and/or maintenance of the Intelligent Leak Detection System shall attach against the Units or the lands upon which they are situated. Provided that if any such lien arises, Eddy Home shall arrange, at Eddy Home's sole cost and expense, for such lien to be discharged or vacated within 10 Business Days of the date on which Eddy Home receives notice of such lien or Eddy Home shall take such legal proceedings and diligently pursue same (including, if necessary, seeking injunctive relief) so that the lien claimant cannot enforce its lien against the Units, the lands upon which they are situated or any part thereof; provided, however, that Eddy Home shall not be responsible for any construction lien relating to any work done or improvements for which the Corporation or its contractors is responsible;
- (c) maintain in good standing, at its sole cost and expense any licenses, permits or other authorizations that may be required by any and all Governmental Authorities to perform its obligations under this Agreement. If any of such licenses, permits or other authorizations is revoked, suspended, modified or limited in any material way, Eddy Home shall immediately inform the Corporation of same;
- (d) at its sole cost and expense, acquire and maintain a policy or policies of general liability insurance covering personal injury or property damage with not less than \$5,000,000 coverage per occurrence (which insurance shall also cover any of Eddy Home's employees, contractors, agents, representatives and/or others for whom Eddy Home is responsible at law); and
- (e) obtain the permission of the superintendent or manager of the Buildings before any of its employees, agents and sub-contractors enter the Buildings.

#### 4.2 Eddy Home's Representations and Warranties.

Eddy Home hereby represents and warrants to the Corporation as follows:

(a) Eddy Home is a corporation duly incorporated, is valid and subsisting under the laws of Ontario and is authorized to carry on business in the province in which the Buildings are situated. Eddy Home has all necessary corporate power, authority and legal capacity to enter into this Agreement and to perform all of its obligations under this Agreement. Eddy Home has taken all necessary corporate or other actions and proceedings to approve or authorize, validly and effectively, the entering into of, and the execution, delivery and performance of, this Agreement. This Agreement has been duly executed and delivered by Eddy Home

and is a legal, valid and binding obligation of it enforceable against it in accordance with its terms;

- (b) none of the execution, delivery or performance of this Agreement by Eddy Home will constitute or result in a violation or breach of or default under, or cause the termination of or the acceleration of any obligations of Eddy Home under any term or provision of any:
  - (i) of its articles, by-laws or other constating documents,
  - (ii) contract, agreement, lease, license, instrument, option, commitment, understanding or any other document, arrangement or obligation to which Eddy Home is a party or by which it is bound, or
  - (iii) Applicable Law or order of any court or other Governmental Authority;
- (c) Eddy Home is not required to obtain any consent, approval or waiver of a party under any contract, agreement, lease, license, instrument, option, commitment, understanding or any other document, arrangement or obligation to which Eddy Home is a party or by which it is bound to any of the transactions contemplated by this Agreement. Eddy Home is not required to make any filing with, give any notice to, or obtain any authorization of, any Governmental Authority as a condition to the lawful performance by it of this Agreement;
- (d) Eddy Home has all necessary licenses, authorizations and certifications to provide the Services and associated services as contemplated by this Agreement;
- (e) that the Intelligent Leak Detection System shall: (i) be delivered in unused condition; (ii) be free from material defects; and (iii) comply with all Applicable Laws:
- (f) there are no actions, suits, proceedings or other claims pending or, to its knowledge, threatened, against or affecting Eddy Home, at law or in equity or before or by any Governmental Authority, which could affect its ability to perform its obligations under this Agreement. To the knowledge of Eddy Home, there is no factual or legal basis on which any such actions, suits, proceedings or other claims might be commenced with any reasonable likelihood of success; and
- (g) Eddy Home is not a non-resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada).

# ARTICLE 5 PAYMENTS AND BILLING PROCEDURE

# 5.1 Payments.

The Fees for the Corporation's use of the Intelligent Leak Detection System and use of the Services is set out on Schedule "D". Eddy Home will bill the Monitoring Fees

and the Corporation agrees to pay such amount by pre-authorized payment, credit card or any other payment method approved by Eddy Home. The Corporation will make all of the payments due under this Agreement, including HST and any other applicable taxes or permitted charges, in full by the date specified on each invoice. Should any payment be returned for non-sufficient funds, Eddy Home will be entitled to charge an additional \$25 when the invoice is re-issued. A late payment charge of 1.5% per month (for an effective rate of 19.56% per year) will apply to any late payment by the Corporation. The Corporation agrees that Eddy Home can charge any unpaid and outstanding amount, including any late payment charges, on the Corporation's account to the Corporation's credit card, bank account or any other payment method pre-authorized by the Corporation for payment of Eddy Home's charges at any time after such payments are due. For clarity, the Hardware and Installation Fees shall only apply in accordance with Section 6.5 herein.

#### 5.2 Tax.

Fees do not include local, provincial, federal or foreign sales, use, value-added, excise or personal property or other similar taxes or duties now in force or enacted in the future imposed on the transaction and/or the delivery of the Intelligent Leak Detection System and Services, all of which the Corporation shall be responsible for and pay in full (without reduction for any offset, withholding or other claims) except those taxes based on the net income of Eddy Home. If the Corporation is exempt from the payment of any such taxes, upon execution of the Agreement, the Corporation shall provide Eddy Home with a valid tax exemption certificate authorized by the appropriate taxing authority

# ARTICLE 6 TERM AND TERMINATION

#### 6.1 Term.

The term of this Agreement (the "Term") shall be <sup>7</sup> years from the Commissioning Date unless the Agreement is otherwise terminated in accordance with its terms or by operation of law. After the expiry of the Term, the Agreement shall automatically continue on a month to month basis unless and until either Party provides thirty days' notice that it wishes to terminate this Agreement.

# **6.2** Termination by the Corporation

This Agreement may be terminated by the Corporation for any reason on the giving of sixty (60) notice days of termination to Eddy Home.

# 6.3 Termination for Breach.

This Agreement may be terminated by either party upon a breach of any material term of this Agreement by the other party (the "**Defaulting Party**") if such breach is not cured within thirty (30) days (in the case of a breach of a payment obligation) or ninety (90) days (in the case of a breach of any other obligation) of the Defaulting Party receiving written notice of such breach from the other party (the "**Non-Defaulting Party**"). Upon receipt of such a written

notice, the Defaulting Party shall take reasonable commercial efforts to cure such breach within the applicable cure period. Notwithstanding the foregoing, if, in the case of a breach of an obligation that is not a payment obligation that is not reasonably capable of being cured within the ninety (90) day cure period, the Defaulting Party has begun to take commercially reasonable efforts to commence to cure such breach within such ninety (90) day period then the Non-Defaulting Party shall not have the right to terminate this Agreement for such breach for so long as the Defaulting Party diligently takes commercially reasonable efforts to cure such breach. The Defaulting Party shall pay to the Non-Defaulting Party all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the Non-Defaulting Party in enforcing the terms of this Agreement, together with interest thereon.

# 6.4 Additional Rights of Termination.

This Agreement may be terminated by either party if:

- (a) the other party admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency;
- (b) the other party institutes any proceeding or executes any agreement to authorize its participation in or commencement of any proceeding:
  - (i) seeking to adjudicate it a bankrupt or insolvent, or
  - (ii) seeking liquidation, dissolution winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement or compromise of debt under the laws of any province; or
- (c) any proceeding is commenced against or affecting the other party:
  - (i) seeking to adjudicate it a bankrupt or insolvent;
  - (ii) seeking liquidation, dissolution, winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement or compromise of debt under the laws of any province); or
  - (iii) seeking appointment of a receiver, trustee, agent, custodian or other similar official for it or for any material part of its property;

and such proceeding is not being contested in good faith by appropriate proceedings and, if so contested, remains outstanding, undismissed and unstayed

more than sixty (60) days from the commencement of such first mentioned proceeding.

# 6.5 Consequences of Termination

- (a) In the event that this Agreement is terminated during the Term pursuant to Section 6.3 and Eddy Home is the "Defaulting Party" or is terminated by the Corporation pursuant to Section 6.4, Eddy Home shall, if so instructed by the Corporation, remove, at its own expense, all or part of the Intelligent Leak Detection System from the Buildings in which case the Corporation shall cooperate with Eddy Home and all termination, disconnection and removal fees incurred by Eddy Home to disconnect and remove all or any part of the Intelligent Leak Detection System shall be at the sole cost of Eddy Home. From and after termination of this Agreement, Eddy Home shall have no further obligation to provide the Services.
- (b) In the event that this Agreement (i) is terminated pursuant to Section 6.2, (ii) is terminated pursuant to Section 6.3 and the Corporation is the "Defaulting Party", (iii) is terminated by Eddy Home pursuant to Section 6.4, or (iv) is terminated by the Corporation pursuant to Section 112 of the Act, the Corporation shall forthwith pay Eddy Home the balance of any unpaid Schedule "D" Hardware and Installation Fees which would have been payable had the Agreement not been terminated, and Eddy Home may remove all or part of the Intelligent Leak Detection System from the Buildings, save and except for the portion(s) of the Intelligent Leak Detection System within the units, at the Corporation's expense, in which case the Corporation shall cooperate with Eddy Home in such removal.
- (c) Forthwith upon termination of this Agreement, Eddy Home shall cease provision of all Services and the Corporation shall thereafter have no further right to the Services or to any information concerning the Intelligent Leak Detection System, whether through the Eddy Apps or otherwise.

# ARTICLE 7 INDEMNIFICATION AND LIMITATION OF LIABILITY

# 7.1 Indemnification by the Corporation.

The Corporation shall, and does hereby agree to, fully and absolutely defend, indemnify and hold harmless Eddy Home and its officers, directors, employees and agents from and against all Damages and claims for Damages that any of them suffers or incurs arising out of or resulting from any of the following:

- (a) any breach or inaccuracy of any representation or warranty given by the Corporation set forth in this Agreement;
- (b) any failure of the Corporation to perform or fulfill any of its covenants or obligations under this Agreement or any instrument delivered hereunder;

- (c) any breach by any of its employees, contractors, agents or representatives of the Eddy Service Terms; and
- (d) any damage to the Intelligent Leak Detection System or injury caused by the negligence or wilful misconduct of the Corporation (or any of its employees, agents, contractors, consultants or any other party for whom it is responsible in law).

#### 7.2 Indemnification by Eddy Home

Eddy Home shall, and does hereby agree to, fully and absolutely defend, indemnify and hold harmless the Corporation and its officers, directors, employees and agents from and against all Damages and claims for Damages that any of them suffers or incurs arising out of or resulting from any of the following:

- (a) any breach or inaccuracy of any representation or warranty given by Eddy Home set forth in this Agreement;
- (b) any failure of Eddy Home to perform or fulfill any of its covenants or obligations under this Agreement or any instrument delivered hereunder;
- (c) any breach by any of its employees, contractors, agents, representatives with the terms of this Agreement;
- (d) any damage to the Buildings or injury caused by the wilful misconduct of Eddy Home (or any of its employees, agents, contractors, consultants or any other party for whom it is responsible in law); and
- (e) any damage to the Buildings caused by Eddy Home (or any of its employees, agents, contractors, consultants or any other party for whom it is responsible in law) in the installation and/or removal of the Intelligent Leak Detection System in/from the Buildings.

# 7.3 Disclaimers of Warranties and Limited Liability.

Corporation acknowledges that:

(a) The Services are intended to be accessed and used for information purposes and not for time-sensitive, life-saving or other critical purposes. While Eddy Home intends that the Services will be reliable, the Parties acknowledge that the Services are not intended to be, nor will they be, available or reliable 100% of the time. The Services are not connected to emergency services and Eddy Home is not responsible for contacting utility providers or emergency services. The Services may be suspended temporarily without notice for security reasons, system failures, maintenance and repair, or as otherwise required to improve the Services. The Services rely on third party service providers of the Corporation and Eddy Home (including wireless, mobile or internet providers) and Eddy

Home is not responsible for any failure of the Services caused by any third party service provider.

- (b) Without limiting Section 7.3(a): (i) in no event will Eddy Home be liable for any indirect, incidental, consequential, punitive or exemplary damages or liability (including reasonable attorneys' fees) that result from or are related to the Agreement or any of the Services or Intelligent Leak Detection System whether in contract, tort or otherwise even if Eddy Home knew or ought to have known of the possibility of such damages; and (ii) Eddy Home's total cumulative liability arising from or related to the Agreement or any of the Services or Intelligent Leak Detection System (including in respect of Section 7.2(a) to (d)) will be limited to an amount equal to 12 months' Service Fees, save and except for Eddy Home's liability arising out of 7.2(e) which will not be limited.
- (c) In no event will the Corporation be liable for any indirect, incidental, consequential, punitive or exemplary damages or liability (including reasonable attorneys' fees) that result from or are related to the Agreement or any of its obligations hereunder whether in contract, tort or otherwise even if the Corporation knew or ought to have known of the possibility of such damages; and (ii) the Corporation's total cumulative liability arising from or related to the Agreement or any of its obligations hereunder (including in respect of Section 7.2) will be limited to an amount equal to any of the remaining unpaid Hardware and Installation Fees. For clarity, and notwithstanding the foregoing, the parties acknowledge and agree that if there is exercise of termination rights pursuant to this Agreement, the Corporation's total cumulative liability arising from or related to this Agreement or any of its obligations hereunder (incuding in respect of Section 7.2) will be limited to the consequences set out in section 6.5.

# ARTICLE 8 GENERAL PROVISIONS

#### **8.1** Further Assurances.

Each of the parties hereby covenants and agrees that at any time and from time to time after the date of this Agreement it will, upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, agreements, documents, deeds, assignments, transfers, conveyances a assurances as may be necessary or appropriate to give effect to the terms and intent of this Agreement and to complete the transactions contemplated hereby.

#### 8.2 Notices.

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery (including by prepaid courier) or by facsimile transmission with the original to follow by mail addressed to the recipient as follows:

(a) in the case of Eddy Home:

Eddy Home Inc. 5255 Yonge Street, Suite 900, Toronto, ON M2N 6S6

Attn: Legal Dept.

(b) in the case of Corporation:

[\*]

or such other address, e-mail or individual as may be designated by notice by a party to the other party. A communication shall be conclusively deemed to have been given, sent, delivered and received: (i) if personally delivered on a Business Day, on that day; (ii) if personally delivered on a day that is not a Business Day, on the next Business Day; and (iii) if sent by e-mail, on the date sent (as can be shown by the sender's records). No party shall prevent, hinder or delay, or attempt to prevent, hinder or delay the service on that party of a communication.

# **Expenses of Parties.**

Each of the parties shall bear its own expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement except as set out herein.

#### 8.4 Assignment.

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable, except as part of a financing, reorganization, acquisition, divestment or other similar activity.

#### 8.5 Successors and Assigns.

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

### 8.6 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, representations, warranties, statements, expressions of interest, bid letters, letters of intent, promises, information, arrangements, understandings, negotiations and discussions, whether oral or written, express or implied, with respect to the subject matter hereof. None of the parties shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. The parties further acknowledge and agree that, in entering into this Agreement, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement.

#### 8.7 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Corporation or Eddy Home, as applicable. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

#### **8.8** Remedies Cumulative.

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

# 8.9 Dispute Resolution.

In the event of a dispute regarding any matter related to this Agreement, including its interpretation and the services required to be provided hereunder, which the parties have attempted unsuccessfully to resolve with good faith negotiations, the parties agree to refer the dispute to a mediator. If the mediation does not result in the dispute being resolved, the parties agree that the dispute shall be determined by arbitration in accordance with the legislation governing arbitrations in the province in which the Buildings are situated. Until the dispute is resolved, the parties shall continue to honour their respective obligations under this Agreement.

#### 8.10 Amendments.

No modification or amendment to this Agreement may be made unless agreed to by all of the parties in writing, provided that certain of the Schedules hereto may be amended by Eddy Home as specified in this Agreement.

# 8.11 Severability.

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation or agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

#### 8.12 Force Majeure.

No party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement (other than any obligation to pay money) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike

operations, riot, insurrection, orders of government, strikes, lockouts, disturbances or any act of God or other cause which frustrates the performance of this Agreement, but this shall not include failure to perform as a result of financial inability or from failure to act diligently.

#### 8.13 Counterparts.

This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by PDF format and each such original, facsimile copy, or PDF copy, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

# 8.14 Negotiation.

This Agreement has been negotiated and approved by counsel on behalf of all parties and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party by reason of the authorship of any of the provisions hereof.

#### 8.15 Independent Legal Advice.

Each party acknowledges that it: (a) has read and understood this Agreement; and (b) has had the opportunity to obtain independent legal advice in connection with this Agreement and the provisions hereof and either has obtained independent legal advice or has chosen not to do so.

#### **8.16** Relationship of the Parties.

The parties acknowledge and agree that (i) the relationship between the Corporation and Eddy Home shall be that of independent contractor, (ii) the Corporation and Eddy Home are not partners or joint venturers with each other or agents of one another, (iii) nothing herein shall be construed so as to make the Corporation or Eddy Home partners, joint venturers or agents or to impose any liability as partner, joint venturer or agent on the Corporation or Eddy Home. Nothing in this Agreement confers on either party any authority to act, or hold such party out as agent, for the other party or to bind the other party to perform any obligation to third parties, and the parties shall so inform all third parties with whom they deal.

# 8.17 Survival of Provisions.

ARTICLE 5, ARTICLE 7 and Sections 2.3, 3.1(h) and 6.4 shall survive termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the day and year first above written.

Toronto Standard Condominium Corp.#: XXXX

Per	
	Name:
	Title:
Per	
	Name:
	Title:
I/We	have authority to bind the Corporation
EDD	DY HOME INC.

Per

Name: Travis Allan

Title: CEO

I have authority to bind the Corporation

# Schedule "A"

# **Buildings**

Name of Building: Time & Space

Municipal Address of Building:

70 Princess Street, 135 Lower Sherbourne Street, 60 Princess Street and 121 Lower Sherbourne Street, Toronto 1531 Suites

# Schedule "B"

#### Services

Eddy Home shall complete the following pursuant to the terms of the Agreement:

- 1) Complete the design, supply and installation of the Intelligent Leak Detection System in the Buildings in order to provide a monitoring system for leaks in the Building, including a platform to self-monitor and if applicable, remotely shut off water to certain areas throughout the Building.
- 2) Maintain, repair, replace, test, commission and (re)certify the Intelligent Leak Detection System in accordance with best industry practices and Applicable Laws. Establish and maintaining connectivity of the equipment to Eddy Home and to the Eddy App.

# Schedule "C"

# **Specifications of the Intelligent Leak Detection System**

Eddy Home will provide, operate and maintain the following equipment as part of the Intelligent Leak Detection System:

# Specific equipment list

IQ Meter	4
Leak Sensor	9251
Gateway	30
Link	17
Valve	17
Fitting	24

All infrastructures located beyond the Intelligent Leak Detection System, including all pipes or plumbing fixtures to which any Eddy Home equipment will be affixed or connected, are the responsibility of the Corporation

#### Schedule "D"

#### **Fees**

# **Hardware and Installation Fees:**

If applicable pursuant to Section 6.5, the Corporation shall pay to Eddy Home the Hardware and Installation Fee on the termination of this Agreement by making a one time payment in the amount equal to the product obtained by multiplying the aggregate number of units in the Buildings by \$300 CAD

# **Monitoring Fees:**

The Corporation shall pay to Eddy Home throughout the Term a monthly Monitoring Fee in an amount equal to the product obtained by multiplying the aggregate number of units in the Buildings by  $^{\$19.65}$  CAD , such Monitoring Fee to be payable monthly on the  $1^{\rm st}$  day of each month from and after the Commissioning Date.

Eddy Home shall have the right to increase the Monitoring Fees on an annual basis provided such increase in not more than 2.5% of the amount payable per unit.

#### **SCHEDULE XV**



Ministry of the Environment, Conservation and Parks

Ministère de l'Environnement, de la Protection de la nature et des Parcs

# **Certificate of Property Use**

Environmental Protection Act, R.S.O. 1990, c.E.19, s.168.6

Certificate of Property use number 4810-B8BR8A Risk Assessment number 5467-9K6KRM

Owner: Sentinel (Sherbourne) Land Corporation, in its capacity as general partner

for and on behalf Front and Sherbourne Limited Partnership

50 Confederation Parkway Concord ON L4K 4T8

Site: 177, 183, 197 Front Street East and 15 and 21 Lower Sherbourne Avenue

**Toronto, Ontario** 

with a legal description in Schedule '1' of the CPU

The conditions of this Certificate of Property Use (CPU) address the Risk Management Measures in the Risk Assessment noted above and described in detail in Part 1 below (Risk Assessment). In the event of a conflict between the CPU and the Risk Assessment, the conditions of the CPU take precedence.

#### Summary:

Refer to Part 1 of the CPU, Interpretation, for the meaning of all the defined capitalized terms that apply to the CPU.

i) CPU requirements addressed in Part 4 of the CPU, Director Requirements, are summarized as follows:

a.	Installing/maintaining any equipment	Yes
b.	Monitoring any contaminant	Yes
C.	Refraining from constructing any building specified	Yes
d.	Refraining from using the Property for any use specified	No

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- e. Other: Maintaining a barrier to site soils, and preparing and implementing a soil management plan and health and safety plan for the Property. Yes
- ii) Duration of Risk Management Measures identified in Part 4 of the CPU is summarized as follows:
  - a. The barrier to site soils over the entirety of the Property shall be maintained indefinitely until the Director alters or revokes the CPU.
  - b. The soil management plan and the health and safety plan shall be required for the Property during any activities potentially in contact with or exposing site soils for as long as the Contaminants of Concern are present on the Property.
  - c. All other Risk Management Measures shall continue indefinitely until the Director alters or revokes the CPU.

# Part 1: Interpretation

In the CPU the following terms shall have the meanings described below:

"Adverse Effect" has the same meaning as in the Act; namely,

- (a) impairment of the quality of the natural environment for any use that can be made of it;
- (b) injury or damage to property or to plant or animal life;
- (c) harm or material discomfort to any person;
- (d) an adverse effect on the health of any person;
- (e) impairment of the safety of any person;
- (f) rendering any property or plant or animal life unfit for human use;
- (g) loss of enjoyment of normal use of property; and,
- (h) interference with the normal conduct of business.

"Building Code" means the Ontario Regulation 332/12; 'Building Code' as amended January 1, 2018.

"Contaminant" has the same meaning as in the Act; namely any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them, resulting directly or indirectly from human activities that causes or may cause an Adverse Effect.

"Contaminants of Concern" has the meaning as set out in section 3.2 of the CPU.

"CPU" means this Certificate of Property Use as may be altered from time to time and bearing the document number 4810-B8BR8A.

<sup>&</sup>quot;Act" means the Environmental Protection Act, R.S.O. 1990, c. E. 19, as amended.

"Director" means the undersigned Director, or any other person appointed as a Director for the purpose of issuing a certificate of property use.

"EBR" means the Environmental Bill of Rights, 1993, S.O. 1993, c. 28, as amended.

"Licenced Professional Engineer" means a person who holds a licence, limited licence or temporary licence under the Professional Engineers Act, R.S.O. 1990, c. P.28.

"Ministry" means Ontario Ministry of the Environment, Conservation and Parks.

"O. Reg. 153/04" means Ontario Regulation 153/04, "Record of Site Condition – Part XV.1 of the Act" as amended, made under the Act.

"O. Reg. 347/90 means Ontario means R.R.O. 1990, Regulation 347 General - Waste Management" as amended, made under the Act.

"Owner" means the owner(s) of the Property, beginning with the person(s) to whom the CPU is issued, described in the "Owner" section on Page 1 above, and any subsequent owner(s) of the Property.

"OWRA" means the Ontario Water Resources Act, R.S.O. 1990, c.O.40, as amended.

"Property" means the property that is the subject of the CPU and described in the "Site" section on page 1 above.

"Property Specific Standards" means the property specific standards established for the Contaminants of Concern set out in the Risk Assessment and in section 3.2 of the CPU and are the same standards specified in the Risk Assessment.

"Provincial Officer" means a person who is designated as a provincial officer for the purposes of the Act.

"Qualified Person" means a person who meets the qualifications prescribed in subsection 5 (2) of O. Reg. 153/04, namely a person who:

- a. Holds a license, limited license or temporary license under the *Professional Engineer*Act. or
- b. Holds a certificate of registration under the *Professional Geoscientists Act*, 2000, and is a practicing member, temporary member, or limited member of the Association of Professional Geoscientists of Ontario.

"Risk Assessment" means the Risk Assessment number 5467-9K6KRM accepted by the Director on January 14, 2019 and set out in the following documents:

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- Report entitled "Risk Assessment of 15 and 21 Lower Sherbourne Street and 177, 183 and 197 Front Street East, Toronto, Ontario" prepared by Intrinsik Corporation, dated July 2015:
- Report entitled "A Revised Risk Assessment of 15 and 21 Lower Sherbourne Street and 177, 183 and 197 Front Street East, Toronto, Ontario" prepared by Intrinsik Corporation, dated June 2017;
- Report entitled "A Revised Risk Assessment of 15 and 21 Lower Sherbourne Street and 177, 183 and 197 Front Street East, Toronto, Ontario" prepared by Intrinsik Corporation, dated April 2018; and
- Report entitled "An Addendum to a Revised Risk Assessment of 15 and 21 Lower Sherbourne and 177, 183 and 197 Front Street East, Toronto, Ontario" prepared by Intrinsik Corporation, dated October 2018.

"Risk Management Measures" means the risk management measures specific to the Property described in the Risk Assessment and/or Part 4 of the CPU.

"Active Sub Slab Venting Layer" means an engineered venting layer and associated Venting Components above the structural slab and Vapour Barrier between the concrete mud and wear slab materials for building construction, as described in the Risk Assessment and as designed by a Licenced Professional Engineer, which operates in an active manner providing minimum pressure relief of 4 Pa across the system and the venting of vapours away from a building.

"Tribunal" has the same meaning as in the Act; namely, the Environmental Review Tribunal.

"Vapour Barrier" means a polymer based modified bitumen barrier meeting the appropriate gas permeability and chemical resistance specifications to be considered impermeable and resistant to the Contaminants of Concern as per Risk Assessment and is considered appropriate by the Licenced Professional Engineer and Qualified Person for its application.

Venting Components" means a network of perforated piping/plenums or venting composites embedded in granular materials of sufficient permeability or other venting products with continuous formed void space that convey vapours and direct these vapours into vent risers that terminate above the roof elevation with active venting.

# Part 2: Legal Authority

- 2.1 Section 19 of the Act states that a certificate of property use is binding on the executor, administrator, administrator with the will annexed, guardian of property or attorney for property of the person to whom it was directed, and on any other successor or assignee of the person to whom it was directed.
- 2.2 Subsection 132(1.1) of the Act states that the Director may include in a certificate of property use a requirement that the person to whom the certificate is issued provide

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financial assurance to the Crown in right of Ontario for any one or more of,

- a. the performance of any action specified in the certificate of property use;
- b. the provision of alternate water supplies to replace those that the Director has reasonable and probable grounds to believe are or are likely to be contaminated or otherwise interfered with by a contaminant on, in or under the property to which the certificate of property use relates; and
- c. measures appropriate to prevent adverse effects in respect of the property to which the certificate of property use relates.
- 2.3 Section 168.6 (1) of the Act states that if a risk assessment related to the property has been accepted under clause 168.5 (1) (a), the Director may issue a certificate of property use to the owner of the property, requiring the owner to do any of the following things:
  - 1. Take any action that is specified in the certificate and that, in the Director's opinion, is necessary to prevent, eliminate or ameliorate any adverse effect that has been identified in the risk assessment, including installing any equipment, monitoring any contaminant or recording or reporting information for that purpose.
  - 2. Refrain from using the property for any use specified in the certificate or from constructing any building specified in the certificate on the property.
- 2.4 Subsection 168.6(2) of the Act states that a certificate of property use shall not require an owner of property to take any action that would have the effect of reducing the concentration of a contaminant on, in or under the property to a level below the level that is required to meet the standards specified for the contaminant in the risk assessment.
- 2.5 Subsection 168.6(3) of the Act states that the Director may, on his or her own initiative or on application by the owner of the property in respect of which a certificate has been issued under subsection 168.6(1),
  - a. alter any terms and conditions in the certificate or impose new terms and conditions;
     or
  - b. revoke the certificate.
- 2.6 Subsection 168.6(4) of the Act states that if a certificate of property use contains a provision requiring the owner of property to refrain from using the property for a specified use or from constructing a specified building on the property,
  - a. the owner of the property shall ensure that a copy of the provision is given to every occupant of the property;
  - b. the provision applies, with necessary modifications, to every occupant of the property who receives a copy of the provision; and
  - c. the owner of the property shall ensure that every occupant of the property complies with the provision.
- 2.7 Subsection 197(1) of the Act states that a person who has authority under the Act to make an order or decision affecting real property also has authority to make an order requiring any person with an interest in the property, before dealing with the property in any way, to give a copy of the order or decision affecting the property to every person who will acquire an interest in the property as a result of the dealing.

- 2.8 Subsection 197(2) of the Act states that a certificate setting out a requirement imposed under subsection 197(1) may be registered in the proper land registry office on the title of the real property to which the requirement relates, if the certificate is in a form approved by the Minister, is signed or authorized by a person who has authority to make orders imposing requirements under subsection 197(1) and is accompanied by a registrable description of the property.
- 2.9 Subsection 197(3) of the Act states that a requirement, imposed under subsection 197(1) that is set out in a certificate registered under subsection 197(2) is, from the time of registration, deemed to be directed to each person who subsequently acquires an interest in the real property.
- 2.10 Subsection 197(4) of the Act states that a dealing with real property by a person who is subject to a requirement imposed under subsection 197(1) or 197(3) is voidable at the instance of a person who was not given the copy of the order or decision in accordance with the requirement.

# Part 3: Background

- 3.1 The Risk Assessment was undertaken for the Property on behalf of the Owner to assess the human health risks and ecological risks associated with the presence or discharge of Contaminants on, in or under the Property and to identify appropriate Risk Management Measures to be implemented to ensure that the Property is suitable for the intended use: "residential use", as defined in O. Reg. 153/04.
- 3.2 The Contaminants on, in or under the Property that are present above the Residential/Parkland/Institutional Property Use Standards within **Table 7** of the **Soil**, **Ground water and Sediment Standards for Use under Part XV.1 of the Act** published by the Ministry and dated April 15, 2011 for coarse textured soil or for which there are no such standards are defined as the Contaminants of Concern. The Property Specific Standards for the Contaminants of Concern are set out in Schedule "A", the Air Trigger Levels are set out in Schedule 'B' and Groundwater Monitoring Program are set out in Schedule 'C' and attached to and forming part of the CPU with the following figures:
  - o Plan of Survey with the Property outlined in red; and
  - o Drawings 1, 2, 3 and 4.
- 3.3 I am of the opinion, for the reasons set out in the Risk Assessment that the Risk Management Measures described therein and outlined in Part 4 of the CPU are necessary to prevent, eliminate or ameliorate an Adverse Effect on the Property.

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# **Part 4: Director Requirements**

Pursuant to the authority vested in me under section 168.6(1) of the Act, I hereby require the Owner to do or cause to be done the following:

# Risk Management Measures

- 4.1 Implement, and thereafter maintain or cause to be maintained, the Risk Management Measures.
- 4.2 Without restricting the generality of the foregoing in Item 4.1, carry out or cause to be carried out the following key elements of the Risk Management Measures:
  - a. The Property shall be covered by a barrier to site soils designed, installed and maintained in accordance with the Risk Assessment so as to prevent exposure to the Contaminants of Concern. The barrier to site soils shall consist of a hard cap, fill/soil cap and/or fence as specified below:
    - i. Hard caps for floor slabs, building footings or foundations on the Property shall consist of concrete to a minimum thickness of 75 mm.
    - ii. All other hard caps on the Property shall consist of asphalt, concrete or stone pavers surfaces underlain by granular fill to a minimum thickness of 225 mm (as illustrated in drawing 2 of the CPU).
    - iii. Fill caps on the Property shall consist of a minimum thickness of 1.0 m consisting of soil meeting the Residential/Parkland/Institutional Property Use Standards within **Table 3** of the **Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Act** for coarse textured soils published by the Ministry and dated April 15, 2011 (as illustrated in drawing 1 of the CPU).
    - iv. Fill caps for deep rooting plants (including trees or bushes) shall include a fill cap that is two times the root ball diameter of the plant with a minimum thickness of 1.5 m consisting of soil meeting the Residential/Parkland/Institutional Property Use Standards within **Table 3** of the **Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Act** for coarse textured soils published by the Ministry and dated April 15, 2011.
    - v. For portion(s) of the Property, not under development or not in use, these areas shall have a fence barrier to prevent the general public from accessing the site and a dust control plan to prevent surface soil from impacting the adjacent properties.
  - b. An inspection and maintenance program shall be prepared and implemented to ensure the continuing integrity of the barriers to site soils risk management measures (including any fence barrier) as long as the Contaminants of Concern are present on the Property. The inspection program shall include, at a minimum, semi-annual (every six months) inspections of the barrier to site soils integrity. Any barrier to site soils deficiencies shall be repaired forthwith. Inspection, deficiencies

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- and repairs shall be recorded in a log book maintained by the Owner and made available upon request by a Provincial Officer.
- c. A soil management and odour control plan shall be prepared for the Property and implemented during any activities potentially coming in contact with or exposing site soils and free phase product. A copy of the plan shall be kept by the Owner and made available for review by a Provincial Officer upon request. Implementation of the plan shall be overseen by a Qualified Person and shall include, but not be limited to, provisions for soils excavation, stockpiling, characterization, disposal and record keeping specified below:
  - Dust control measures and prevention of soil tracking by vehicles and personnel from the Property, which may include wetting of soil with potable water, reduced speeds for on-site vehicles, tire washing stations and restricting working in high wind conditions, as required;
  - ii. Management of excavated materials which may include cleaning equipment, placement of materials for stockpiling on designated areas lined and covered with polyethylene sheeting, bermed and fenced to prevent access, runoff control to minimize contact and provisions for discharge to sanitary sewers or other approved treatment, as required;
  - iii. Characterization of excavated soils to determine if soils exceed the Property Specific Standards shall follow the sampling strategy in the Risk Assessment. Excavated soils and materials requiring off-site disposal as a waste shall be disposed of in accordance with the provisions of O. Reg. 347/90, as amended, made under the Act. Excavated soil meeting the Property Specific Standards may be placed on-site below the barrier to site soils if deemed suitable by a Qualified Person and in accordance with the Risk Assessment.
  - iv. Soils brought to the Property shall follow the soil sampling strategy in the Risk Assessment and only soils meeting the Residential/Parkland/Institutional Property Use Standards within **Table 3** of the **Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Act** for coarse textured soils published by the Ministry and dated April 15, 2011 is to be placed on, in or under the Property.
  - v. Record keeping including dates and duration of work, weather and site conditions, location and depth of excavation activities, dust and odour control measures, stockpile management and drainage, soil characterization results, names of the Qualified Person, contractors, haulers and receiving sites for any soil or contaminated ground water removed from the Property and any complaints received relating to site activities potentially coming in contact with or exposing site soils and ground water.
- d. A site-specific health and safety plan shall be developed for the Property and implemented during all intrusive, below-grade construction activities potentially coming in contact with or exposing site soil or groundwater and a copy shall be maintained on the Property for the duration of these intrusive activities. The Owner shall ensure that the health and safety plan take into account the presence of the Contaminants of Concern and free phase product and is implemented prior to any intrusive work being done on the Property in order to protect workers from exposure to the Contaminants of Concern and free phase product. The health and safety plan shall be prepared in accordance with applicable Ministry of Labour health and safety regulations, shall address any potential risks identified in the Risk

Assessment, and shall include, but not be limited to, occupational hygiene requirements, requirements for personal protective equipment, and contingency plan requirements including site contact information. Prior to initiation of any project (as defined in the Occupational Health and Safety Act, as amended) on the Property, the local Ministry of Labour office shall be notified of the proposed activities and that the Property contains contaminated soil, groundwater and free phase product. Implementation of the health and safety plan shall be overseen by persons qualified to review the provisions of the plan with respect to the proposed site work and conduct daily inspections. The Owner shall retain a copy of the plan, which shall be made available for review by the Ministry upon request.

- e. Refrain from constructing any buildings on, in or under the Property unless the building contains a vapour mitigation system as follows:
  - i. All buildings on the Property include the sealing of foundation penetrations; a concrete mud-wear slab with a Vapour Barrier between concrete mud slab and concrete wear slab; and Active Sub Slab Venting Layer and Venting Components (as illustrated in drawing 3 of the CPU) and as described in the Risk Assessment. Vapour Barrier shall also be installed along the foundation walls and is non-continuous over structural caissons as illustrated in drawing 3 of the CPU.
  - ii. The Owner shall retain a copy of all structural slab, Vapour Barriers, Sub Slab Venting Layers and Venting Components as-built drawings signed by a Professional Engineer along with the proposed testing and performance requirements for the Vapour Barrier, Sub Vapour Venting Layer and Venting Components of any building on the Property for inspection by a Provincial Officer.
  - iii. A final inspection for structural cracks, through-holes or penetrations in the below grade walls and floors shall be conducted before any finishes are applied to the walls and floors and prior to occupancy and shall be recorded in a log book. Any through-holes, structural cracks or penetrations shall be repaired and sealed immediately and recorded in a log book maintained by the Owner and made available upon request by a Provincial Officer.
  - iv. An inspection and maintenance program shall be prepared and implemented to ensure the continuing integrity of the vapour mitigation system. In regard to the venting layer and Venting Components, inspections of the venting layer and Venting Components, where visually accessible, will be made for potential breaches. The inspection program shall include semi-annually (every six months) inspections and any deficiencies shall be repaired forthwith. The inspection results shall be recorded in a log book maintained by the Owner and made available upon request by a Provincial Officer.
- f. The soil vapour monitoring requirements on the Property is to commence prior to occupancy of any building on the Property. All soil vapour monitoring programs shall be done in accordance to USEPA Method TO-15 for the Contaminants of Concerns listed in Schedule 'B' of the CPU except for mercury which shall be sampled in accordance to USEPA method 7470A and except for acenaphthene, acenaphthylene and benz(a)anthracene which shall be sampled in accordance to USEPA TO-13A. The air monitoring program shall be carried out as follows:
  - i. The sub slab vapour monitoring shall be carried out on a quarterly basis (every three months) for the first year, and semi-annually (every six months)

- for the second year and thereafter until such time as the Director, upon application by the Owner, has reviewed the data available and either alters or revokes the CPU.
- ii. The sub slab vapour monitoring shall occur at a minimum of three locations for each building on the Property.
- ii. If the air concentration for any Contaminants of Concern exceeds Schedule 'B' for any target level, the Owner shall immediately notify the Director in writing of the exceedance along with a copy of the laboratory's certificate of analysis, chain of custody, field notes indicating the initial and final canister pressures, atmospheric pressure, weather and temperature, soil vapour construction logs.
- iii. The Owner shall keep a copy of all sampling data available for inspection by a Provincial Officer upon request.
- iv. If the air concentration for the Contaminants of Concern exceed Schedule 'B' for any target level, then sub slab vapour monitoring shall recommence for all Contaminants of Concern within thirty (30) days of receipt of the analytical results and be carried out as follows:
  - 1. If none of the concentrations of the Contaminants of Concern exceed Schedule 'B' (trigger levels) on the recommenced sub slab vapour monitoring event, then the sub slab monitoring event shall be carried out on a quarterly basis (every three months) for a twelve (12) month period (4 additional monitoring events).
  - 2. If any of the concentrations of the Contaminants of Concern exceeds Schedule 'B' (trigger levels), on the recommenced sub slab vapour monitoring event, then within 30 days of the receipt of the analytical results: either
    - i. develop and submit a detailed contingency plan to the Director (as outlined in the Risk Assessment); or
    - ii. develop and submit a report to the Director that details these indoor air exceedances are due to background sources.

The sub slab vapour monitoring shall continue on a quarterly basis (every 3 month) until such time as the Director, upon application by the Owner, has reviewed the data available and either alters or revokes the CPU.

- g. The indoor air monitoring requirements on the Property is to commence prior to occupancy of any building on the Property. All soil vapour monitoring programs shall be done in accordance to USEPA Method TO-15 for the Contaminants of Concerns listed in Schedule 'B' of the CPU except for mercury which shall be sampled in accordance to USEPA method 7470A and except for acenaphthene, acenaphthylene and benz(a)anthracene which shall be sampled in accordance to USEPA TO-13A. The indoor air monitoring program shall be carried out as follows:
  - The indoor air monitoring shall be carried out on a quarterly basis (every three months) for the first year, and semi-annually (every six months) for the second year and thereafter until such time as the Director, upon application by the Owner, has reviewed the data available and either alters or revokes the CPU.
  - ii. All indoor air monitoring shall be done with a summa canister, using a 24-hour regulator and the outdoor air sample shall be in accordance of The Ministry of the Environment's "Operations Manual for Air Quality Monitoring

- in Ontario", dated March 2018 for the Contaminants of Concerns listed in Schedule 'B'.
- iii. Sampling locations for the indoor air monitoring shall be identified by an industrial hygienist or other appropriately qualified person to be protective of human health for any persons using or occupying the buildings on the Property.
- iv. If the air concentration for any Contaminants of Concern exceeds Schedule 'B' for any target level, the Owner shall immediately notify the Director in writing of the exceedance along with a copy of the laboratory's certificate of analysis, chain of custody, field notes indicating the initial and final canister pressures, atmospheric pressure, weather and temperature.
- v. The Owner shall keep a copy of all sampling data available for inspection by a Provincial Officer upon request.
- iv. If the air concentration for the Contaminants of Concern exceed Schedule 'B' for any target level, then indoor air monitoring shall recommence for all Contaminants of Concern within thirty (30) days of receipt of the analytical results and be carried out as follows:
  - 1. If none of the concentrations of the Contaminants of Concern exceed Schedule 'B' (trigger levels) on the recommenced indoor air monitoring event, then the sub slab monitoring event shall be carried out on a quarterly basis (every three months) for a twelve (12) month period (4 additional monitoring events).
  - 2. If any of the concentrations of the Contaminants of Concern exceeds Schedule 'B' (trigger levels), on the recommenced indoor air monitoring event, then within 30 days of the receipt of the analytical results: either
    - i. develop and submit a detailed contingency plan to the Director (as outlined in the Risk Assessment); or
    - ii. develop and submit a report to the Director that details these indoor air exceedances are due to background sources.

The indoor air monitoring shall continue on a quarterly basis (every 3 month) until such time as the Director, upon application by the Owner, has reviewed the data available and either alters or revokes the CPU.

- h. The groundwater monitoring program shall be carried out on a quarterly basis (once every three months) for first year, semi-annually (every six months) for the second and third year and thereafter until such time as the Director, upon application by the Owner, has reviewed the data available and either amends or revokes the CPU. The groundwater monitoring shall be carried out as follows:
  - The groundwater monitoring program shall consist of the sampling of twelve (12) groundwater monitoring wells labeled as OW1 to OW12 as shown on drawing 4 and described in Schedule 'C' of the CPU.
  - ii. The Contaminants of Concern to be monitored are listed on Schedule 'C; of the CPU;
  - iii. Water from all monitoring wells shall be sampled according to Ministry's Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act (MOE, 2004b) as amended from time to time.
  - iv. The Owner shall keep a copy of all sampling data available for inspection by a Provincial Officer upon request.
  - v. Should there be a reason to change the selected groundwater monitoring

- wells and/or should a measured groundwater concentration exceed the Property Specific Standards of Schedule 'A', the Owner shall immediately notify the Director in writing of the exceedance(s), along with a copy of the laboratory's certificate of analysis, chain of custody and borehole logs.
- vi. If the groundwater concentration for the Contaminants of Concern exceed Schedule 'A' for any Property Specific Standard, then groundwater monitoring shall recommence for all Contaminants of Concern within thirty (30) days of receipt of the analytical results and be carried out as follows:
  - a. If any of the concentrations of the Contaminants of Concern exceeds Schedule 'A' (Property Specific Standards) on the recommenced groundwater monitoring event; then within 30 days of the receipt of the analytical results; develop and submit a contingency plan to the Director (as outlined in the Risk Assessment); and The groundwater monitoring shall continue on a quarterly basis (every 3 month) until such time as the Director, upon application by the Owner, has reviewed the data available and either alters or revokes the CPU.
- i. The Owner shall retain a copy of the site plan prepared and signed by a Qualified Person prior to occupancy which will describe the Property, placement and quality of all of the barriers to site soils. The site plan will include a plan and cross section drawings specifying the vertical and lateral extent of the barriers. This site plan shall be retained by the Owner for inspection upon request by a Provincial Officer. The site plan shall be revised following the completion of any alteration to the extent of the barriers to site soils.
- j. The Owner shall prepare by March 31 each year, an annual report documenting activities relating to the Risk Management Measures undertaken during the previous calendar year. A copy of this report shall be maintained on file by the Owner and shall be made available upon request by a Provincial Officer. The report shall include, but not be limited to, the following minimum information requirements:
  - i. a copy of all records relating to the inspection and maintenance program for the barrier to site soils and vapour mitigation systems;
  - ii. a copy of all records relating to the soil management plan and to the health and safety plan;
  - iii. a copy of all signed site plans including any alterations;
  - iv. a copy of all records for the air monitoring programs including laboratory's certificate of analyses, chain of custody, field notes indicating the initial and final canister pressures, QA/QC program, and soil vapour construction logs.
  - v. a copy of the updated cost estimate with respect to the matters dealt with in Item 4.12 every three years from the date of issuance of the CPU.
- 4.3 Refrain from using the Property for any of the following use(s): N/A
- 4.4 Refrain from constructing the following building(s): No building construction unless construction is in accordance with Item 4.2 e) of the CPU.

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4.5 The Owner shall ensure that every occupant of the Property is given notice that the Ministry has issued this CPU and that it contains the provisions noted above in Items 4.3 and 4.4, unless noted N/A. For the purposes of this requirement, an occupant means any person with whom the Owner has a contractual relationship regarding the occupancy of all or part of the Property.

# Site Changes

In the event of a change in the physical site conditions or receptor characteristics at the Property that may affect the Risk Management Measures and/or any underlying basis for the Risk Management Measures, forthwith notify the Director of such changes and the steps taken, to implement, maintain and operate any further Risk Management Measures as are necessary to prevent, eliminate or ameliorate any Adverse Effect that will result from the presence on, in or under the Property or the discharge of any Contaminant of Concern into the natural environment from the Property. An amendment to the CPU will be issued to address the changes set out in the notice received and any further changes that the Director considers necessary in the circumstances.

#### Reports

4.7 Retain a copy of any reports required under the CPU, the Risk Assessment and any reports referred to in the Risk Assessment (until otherwise notified by the Director) and within ten (10) days of the Director or a Provincial Officer making a request for a report, provide a copy to the Director or Provincial Officer.

#### **Property Requirement**

4.8 For the reasons set out in the CPU and pursuant to the authority vested in me under subsection 197(1) of the Act, I hereby order you and any other person with an interest in the Property, before dealing with the Property in any way, to give a copy of the CPU, including any amendments thereto, to every person who will acquire an interest in the Property as a result of the dealing.

#### Certificate of Requirement

- 4.9 Within fifteen (15) days from the date of receipt of a certificate of requirement issued under subsection 197(2) of the Act and as set out in Schedule 'D', register the certificate of requirement on title to the Property, in the appropriate land registry office.
- 4.10 Immediately after registration of the certificate of requirement, provide to the Director written verification that the certificate of requirement has been registered on title to the Property.

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# Owner Change

4.11 While the CPU is in effect, the Owner shall forthwith report in writing, to the Director any changes of ownership of the Property, except that while the Property is registered under the Condominium Act, 1998, S.O.1998 c.19, as amended, no notice shall be given of changes in the ownership of individual condominium units or any appurtenant common elements on the Property.

#### Financial Assurance

- 4.12 Within fifteen (15) days of the date of the CPU, the Owner shall provide financial assurance to the Crown in right of Ontario in the amount of seven hundred, thirty-eight thousand and four and eighty dollars (\$738,480.00) in a form satisfactory to the Director and in accordance with Part XII of the Act.
- 4.13 A written report reviewing the financial assurance required by the CPU shall be included in the annual report referred to as Item 4.2 (j) with an updated cost estimate with respect to the matters dealt with in Item 4.12 above every three years from the date of issuance of the CPU.

#### Part 5: General

- 5.1 The requirements of the CPU are severable. If any requirement of the CPU or the application of any requirement to any circumstance is held invalid, the application of such requirement to other circumstances and the remainder of the CPU shall not be affected thereby.
- 5.2 An application under sub section 168.6(3) of the Act to,
  - a. alter any terms and conditions in the CPU or impose new terms and conditions; orb. revoke the CPU;
  - shall be made in writing to the Director, with reasons for the request.
- 5.3 The Director may alter the CPU under subsections 132(2) or (3) of the Act to change a requirement as to financial assurance, including that the financial assurance may be increased or reduced or released in stages. The total financial assurance required may be reduced from time to time or released by an order issued by the Director under section 134 of the Act upon request and submission of such supporting documentation as required by the Director.
- 5.4 Subsection 186(3) of the Act provides that non-compliance with the requirements of the CPU constitutes an offence.
- 5.5 The requirements of the CPU are minimum requirements only and do not relieve the Owner from,

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- a. complying with any other applicable order, statute, regulation, municipal, provincial or federal law; or
- b. obtaining any approvals or consents not specified in the CPU.
- Notwithstanding the issuance of the CPU, further requirements may be imposed in accordance with legislation as circumstances require. The Director shall also alter the CPU where the approval or acceptance of the Director is required in respect of a matter under the CPU and the Director either does not grant the approval or acceptance or does not grant it in a manner agreed to by the Owner.
- 5.7 In the event that, any person is, in the opinion of the Director, rendered unable to comply with any requirements in the CPU because of,
  - a. natural phenomena of an inevitable or irresistible nature, or insurrections,
  - b. strikes, lockouts or other labour disturbances,
  - c. inability to obtain materials or equipment for reasons beyond your control, or
  - d. any other cause whether similar to or different from the foregoing beyond your control, the requirements shall be adjusted in a manner defined by the Director. To obtain such an adjustment, the Director must be notified immediately of any of the above occurrences, providing details that demonstrate that no practical alternatives are feasible in order to meet the requirements in question.
- 5.8 Failure to comply with a requirement of the CPU by the date specified does not absolve the Owner from compliance with the requirement. The obligation to complete the requirement shall continue each day thereafter.
- In the event that the Owner complies with the provisions of Items 4.9 and 4.10 of the CPU regarding the registration of the certificate of requirement on title to the Property, and then creates a condominium corporation by the registration of a declaration and description with respect to the Property pursuant to the Condominium Act, 1998, S.O. 1998, c.19, as amended, and then transfers ownership of the Property to various condominium unit owners, the ongoing obligations of the Owner under this CPU can be carried out by the condominium corporation on behalf of the new Owners of the Property

# Part 6: Hearing before the Environmental Review Tribunal

- 6.1 Pursuant to section 139 of the Act, you may require a hearing before the Environmental Review Tribunal (the "Tribunal"), if within fifteen (15) days after service on you of a copy of the CPU, you serve written notice upon the Director and the Tribunal.
- 6.2 Pursuant to section 142 of the Act, the notice requiring the hearing must include a statement of the portions of the CPU and the grounds on which you intend to rely at the

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hearing. Except by leave of the Tribunal, you are not entitled to appeal a portion of the CPU, or to rely on a ground, that is not stated in the notice requiring the hearing.

6.3 Service of a notice requiring a hearing must be carried out in a manner set out in section 182 of the Act and Ontario Regulation 227/07: Service of Documents, made under the Act as they may be amended from time to time. The address, email address and fax numbers of the Director and the Tribunal are:

The Secretary
Environmental Review Tribunal
655 Bay Street, Suite 1500
Toronto, ON, M5G 1E5

Fax: 1-877-849-2066

Email: <u>ERTTribunalSecretary@ontario.ca</u>

and

Marcel Parent Ministry of the Environment, Conservation and Parks 5775 Yonge St., 8<sup>th</sup> Floor Toronto, Ontario M2M 4J1

Fax: 416-326-5536

Email: marcel.parent@ontario.ca

- 6.4 Unless stayed by application to the Tribunal under section 143 of the Act, the CPU is effective from the date of issue.
- 6.5 If you commence an appeal before the Tribunal, under section 47 of the Environmental Bill of Rights, 1993 (the "EBR"), you must give notice to the public in the EBR registry. The notice must include a brief description of the CPU (sufficient to identify it) and a brief description of the grounds of appeal.

The notice must be delivered to the Environmental Commissioner of Ontario who will place it on the EBR registry. The notice must be delivered to the Environmental Commissioner at 605-1075 Bay Street, Toronto, Ontario M5S 2B1 by the earlier of:

- 6.5.1 two (2) days after the day on which the appeal before the Tribunal was commenced; and
- 6.5.2 fifteen (15) days after service on you of a copy of the CPU.

- 6.6 Pursuant to subsection 47(7) of the EBR, the Tribunal may permit any person to participate in the appeal, as a party or otherwise, in order to provide fair and adequate representation of the private and public interests, including governmental interests, involved in the appeal.
- 6.7 For your information, under section 38 of the EBR, any person resident in Ontario with an interest in the CPU may seek leave to appeal the CPU. Under section 40 of the EBR, the application for leave to appeal must be made to the Tribunal by the earlier of:
  - 6.7.1 fifteen (15) days after the day on which notice of the issuance of the CPU is given in the EBR registry; and
  - 6.7.2 if you appeal, fifteen (15) days after the day on which your notice of appeal is given in the EBR registry.

Issued at Toronto this 12th day of June 2019.

Marcel Parent

Director, section 168.6 of the Act

#### Schedule '1'

#### **Legal Description**

#### 177 Front Street East / 21 Sherbourne Street

PT WALKS AND GARDENS LANDS SOUTH OF FRONT ST E PL 5A TORONTO; PT WATER LT 10 PL 5A TORONTO; PT STRIP BTN TOP OF BANK & WATER'S EDGE PL 5A TORONTO PT 1, 65R13818; CITY OF TORONTO

Being all of PIN 21092-0227 (LT)

#### 183 Front Street East / 200 The Esplanada

PT WALKS AND GARDENS PL 5A TORONTO; PT STRIP OF LAND LYING BTN THE TOP OF THE BANK AND THE WATERS EDGE PL 5A TORONTO; PT WATER LT 8-10 PL 5A TORONTO PT 2, 64R13818; CITY OF TORONTO

Being all of PIN 21092-0229 (LT)

#### 197 Front Street East

PT WATER LT 8-9 PL 5A TORONTO; PT STRIP OF LAND LYING BTN THE S LIMIT OF FRONT ST AND THE TOP OF THE BANK KNOWN AS WALKS AND GARDENS PL 5A TORONTO; PT LAND LYING BTN THE TOP OF THE BANK AND THE WATERS EDGE OF THE BAY PL 5A TORONTO PT 3, 64R13818

Being all of PIN 21092-230 (LT)

#### 15 Lower Sherbourne Street

PT WATER LT 10 PL 5A TORONTO AS IN CA270812; DESCRIPTION MAY NOT BE ACCEPTABLE IN THE FUTURE AS IN CA270812; CITY OF TORONTO

Being all of PIN 21092-0228 (LT)

Schedule 'A'

Property Specific Standards (Soil and Groundwater) for each Contaminant of Concern

Contaminants of Concern (COC)	Property Specific Standards for Soil (µg/g)	Property Specific Standards for Groundwater (μg/L)
Acenaphthene	56	130
Acenaphthylene	220	700
Acetone	24	NA
Anthracene	170	380
Antimony	320	NA
Arsenic	180	NA
Barium	1700	NA
Benzene	8	22,000
Benzo(a)anthracene	130	290
Benzo(a)pyrene	70	130
Benzo(b)fluoranthene	100	100
Benzo(g,h,i)perylene	14	32
Benzo(k)fluoranthene	19	56
Boron (HWS)	4.8	NA
Bromoform	2.4	480
Bromomethane	2.4	1200
Cadmium	2.3	NA
Carbon Tetrachloride	2.4	240

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Contaminants of Concern (COC)	Property Specific Standards for Soil (μg/g)	Property Specific Standards for Groundwater (µg/L)
Chloride	NA	27,000,000
Chlorobenzene	NA	240
Chloroform	2.4	240
Chrysene	83	190
Cresol, m&p-	0.24	20,000
Cresol, o-	0.12	43,000
Cyanide (CN-)	0.2	NA
Dibenzo(a,h)anthracene	6.8	30
Dichlorobenzene, 1,2-	NA	480
Dichlorobenzene, 1,4-	2.4	480
Dichloroethane, 1,1-	NA	240
Dichloroethane, 1,2-	2.4	480
Dichloroethylene, 1,1-	2.4	240
Dichloroethylene, cis-1,2-	NA	240
Dichloroethylene, trans-1,2-	2.4	240
Dichloropropane, 1,2-	2.4	240
Dichloropropene, 1,3-	NA	72
Dimethylphenol, 2,4-	NA	64,000
Electrical Conductivity (mS/cm)	3.9	NA
Ethylbenzene	7.1	9,000

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Contaminants of Concern (COC)	Property Specific Standards for Soil (µg/g)	Property Specific Standards for Groundwater (µg/L)
Ethylene dibromide	2.4	480
Fluoranthene	180	340
Fluorene	220	650
Hexane (n)	3.6	1200
Indeno(1,2,3-cd)pyrene	18	40
Lead	2200	30
Mercury	300	0.6
Methyl ethyl ketone	24	NA
Methyl isobutyl ketone	24	12,000
Methyl tert-butyl ether (MTBE)	2.4	480
Methylene chloride	2.4	1200
Methylnaphthalene, 2-(1-)-	1300	4100
Molybdenum	24	NA
Naphthalene	1400	7700
Nickel	300	NA
Petroleum Hydrocarbons F1	530	35,000
Petroleum Hydrocarbons F2	8000	180,000
Petroleum Hydrocarbons F3	6500	140,000
Petroleum Hydrocarbons F4	NA	2000
Phenanthrene	490	900

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Contaminants of Concern (COC)	Property Specific Standards for Soil (μg/g)	Property Specific Standards for Groundwater (µg/L)
Polychlorinated biphenyls (total)	NA	1.2
Pyrene	170	320
Selenium	7.8	NA
Silver	26	2.4
Sodium	NA	9,200,000
Sodium adsorption ratio (unitless)	15	NA
Styrene	2.4	3,500
Tetrachloroethane, 1,1,1,2-	2.4	240
Tetrachloroethane, 1,1,2,2-	2.4	480
Tetrachloroethylene	2.4	240
Toluene	6.8	29,000
Trichlorobenzene, 1,2,4-	NA	6
Trichloroethane, 1,1,1-	2.4	240
Trichloroethane, 1,1,2-	2.4	480
Trichloroethylene	2.4	240
Vinyl chloride	1.0	480
Xylene mixture	36	10,000
Zinc	1200	NA

NA= not applicable

Schedule 'B'
Air Trigger Levels (residential)

Contaminants of Concern (COC)	Indoor Air Trigger Levels (µg/m³)	Soil Vapour Trigger Levels (µg/m³)
Acenaphthene	1.0	50.6
Acenaphthylene	0.1	5.1
Benzene	0.51	25.3
Benz(a)anthracene	0.01	0.51
Bromomethane	1.0	50
Carbon tetrachloride	0.42	20.9
Chlorobenzene	209	10,400
Chloroform	20.9	1040
Dichlorobenzene, 1,2-	125	6230
Dichlorobenzene, 1,4-	0.28	13.9
Dichloroethane, 1,1-	34.4	1730
Dichloroethane, 1,2-	0.043	2.14
Dichloroethylene, 1,1-	14.6	730
Dichloroethylene, 1,1-cis-	31.3	1560
Dichloroethylene, 1,1-trans-	12.5	625
Dichloropropane, 1,2-	0.83	41.7
Dichloropropene, 1,3-	0.28	13.9
Ethylbenzene	209	10,400
Ethylene dibromide	0.0018	0.092

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Contaminants of Concern (COC)	Indoor Air Trigger Levels (μg/m³)	Soil Vapour Trigger Levels (μg/m³)
Fluoranthene	0.10	5.1
Hexane (n)	521	261,000
Mercury	0.0188	0.939
Methyl ethyl ketone	1000	50,100
Methylene chloride	48.4	2420
Naphthalene	0.77	38.6
PHC F1 (>C6-C10)	2490	125,000
PHC F2 (>C10-C16)	471	23,600
Polychlorinated biphenyls (total)	0.011	0.56
Styrene	54.2	2710
Tetrachloroethane, 1,1,1,2-	0.15	7.5
Tetrachloroethylene	4.3	214
Trichloroethane, 1,1,2-	0.07	3.48
Toluene	1040	51,200
Trichlorobenzene, 1,2,4-	1.67	83.4
Trichloroethane, 1,1,1-	209	10,400
Trichloroethane, 1,1,2-	0.07	3.5
Trichloroethylene	0.27	13.6
Vinyl Chloride	0.13	6.3
Xylenes	146	7,300

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Schedule 'C'
Groundwater Monitoring Program

Monitoring Well Label	Screen Depth (m)	Contaminants of Concern
OW1 to OW12	1.6-4.6	Acenaphthene
		Acenaphthylene
		Benzene
		Benz(a)anthracene
		Bromoform
		Bromomethane
		Carbon tetrachloride
		Chlorobenzene
		Chloroform
		Dichlorobenzene, 1,2-
		Dichlorobenzene, 1,4-
		Dichloroethane, 1,1-
		Dichloroethane, 1,2-
		Dichloroethylene, 1,1-
		Dichloroethylene, 1,1-cis-
		Dichloroethylene, 1,1-trans-
		Dichloropropane, 1,2-
		Dichloropropene, 1,3-
		Ethylbenzene
		Ethylene dibromide
		Fluoranthene
		Hexane (n)
		Mercury
		Methyl ethyl ketone
		Methyl tert-butyl ether (MTBE)
		Methylene chloride
		Naphthalene
		PHC F1 (>C6-C10)
		PHC F2 (>C10-C16)
		Polychlorinated biphenyls (total)
		Styrene
		Tetrachloroethane, 1,1,1,2-
		Tetrachloroethylene
		Trichloroethane, 1,1,2-
		Toluene
		Trichlorobenzene, 1,2,4-
		Trichloroethane, 1,1,1-
		Trichloroethane, 1,1,2-
		Trichloroethylene
		Vinyl Chloride
		Xylenes

#### Schedule 'D'

#### **CERTIFICATE OF REQUIREMENT**

#### s.197(2) Environmental Protection Act

This is to certify that pursuant to item 4.9 of Certificate of Property Use number 4810-B8BR8A issued by Marcel Parent, Director of the Ministry of the Environment, Conservation and Parks, under sections 168.6 and 197 of the Environmental Protection Act, on June 12, 2019, being a Certificate of Property Use and order under subsection 197(1) of the Environmental Protection Act relating to the property municipally known as 177, 183, 197 Front Street East and 15 and 21 Lower Sherbourne Avenue Toronto, Ontario, being all of Property Identifier Numbers 21092-0227 (LT), 21092-0229 (LT), 21092-230 (LT) and 21092-0228 (LT) (the "property") with respect to a Risk Assessment and certain Risk Management Measures and other preventive measure requirements on the property

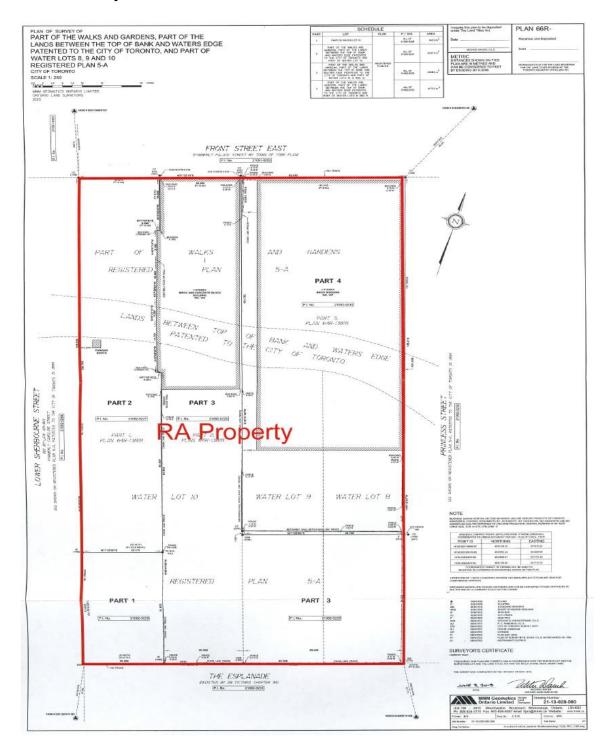
#### SENTINEL (SHERBOURNE) LAND CORPORATION

and any other persons having an interest in the property, are required before dealing with the property in any way, to give a copy of the Certificate of Property Use, including any amendments thereto, to every person who will acquire an interest in the property

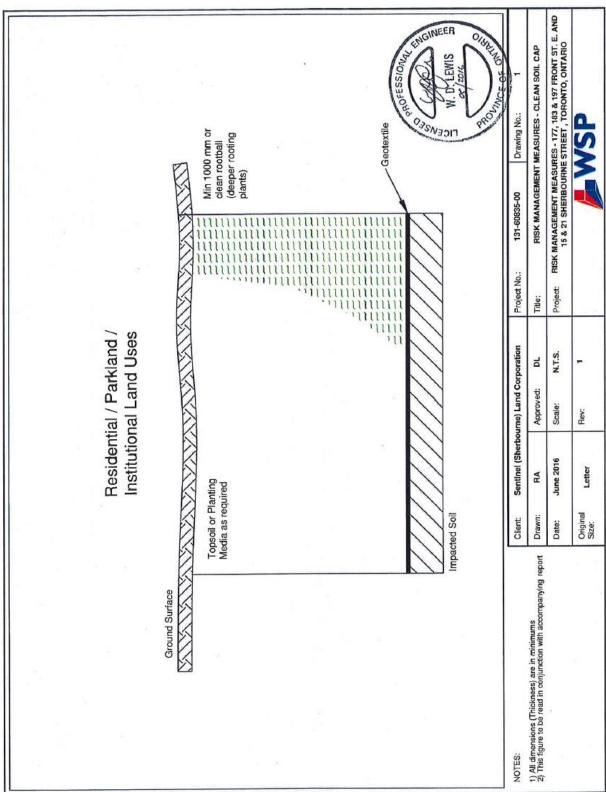
Under subsection 197(3) of the Environmental Protection Act, the requirement applies to each person who, subsequent to the registration of this certificate, acquires an interest in the real property.

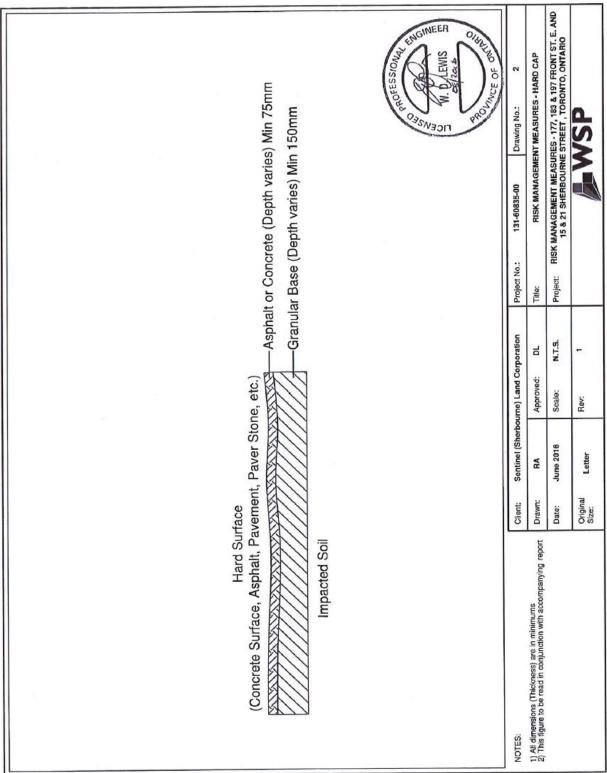
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## Plan of Survey



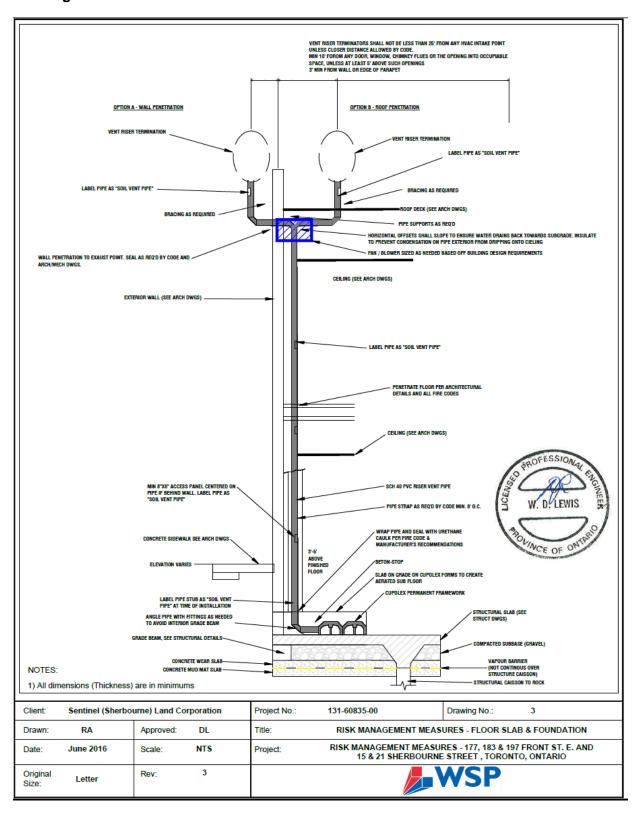
# **Drawing 1**



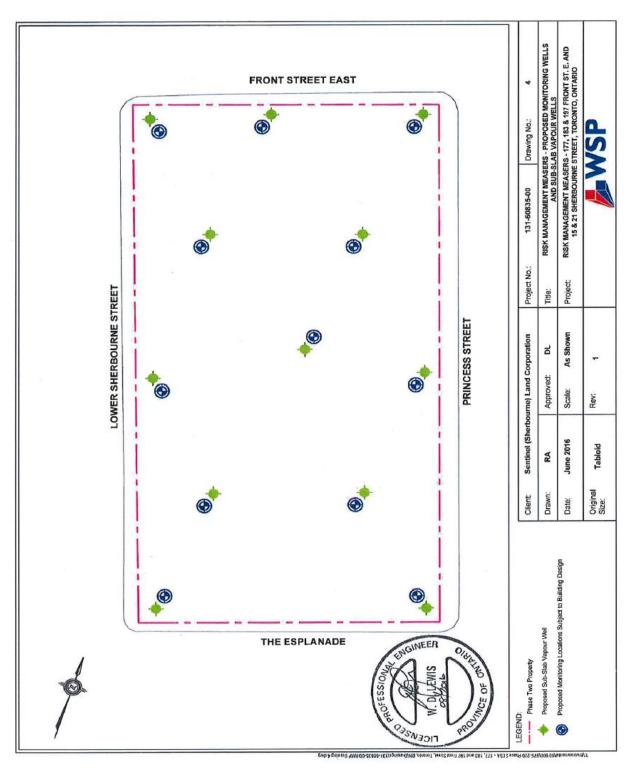


/Environmental/JD 900/975-220 Phase 2 ESA - 177, 183 and 197 Front Sireel, Toronio, OM/Drawings/131-60836-UD Hisk Management.Owg

## **Drawing 3**



# Drawing 4







# COMPREHENSIVE WATER PROTECTION

You are protected with **INTELLIGENT** LEAK

DETECTION

Water is Your Biggest Risk. And It's Everywhere.

Eddy's comprehensive system has been installed in the building to ensure that the moment an issue is detected, it is immediately mitigated to protect you and your property.

HOW THE EDDY SYSTEM WORKS

Eddy's sensors are placed in your suite next to water sources to track and alert Property Management to issues. Sensors and shutoffs are installed in and around water sources in the building, including the risers, water main, boiler room, and in common areas to ensure the building is completely protected against water damage.

Water damage accounts for billions in damages every year, making it the single greatest risk facing property owners. A comprehensive, intelligent system has been installed in the building to protect you.

PROPERTY MANAGER

**DASHBOARD** 

# BENEFITS OF EDDY

**H2O SENSOR** 

IQ



# **INSURANCE DISCOUNTS**

SHUTOFF VALVE

Residents may qualify for insurance discounts, including with D Insurance Visit tdinsurance.com/eddysolutions for a quote.

Or contact your existing insurance company to find out more.

For further information, please visit

Eddysolutions.com/Pemberton





LINK



# What to do in the event of a leak:

Eddy's comprehensive system has been installed in your building to ensure that the moment an issue is detected, action can be taken to protect you and your property. If there is a leak detected in your unit, please:

- 1. Contact Security right away.
- 2. Look under your bathroom sink for a white square plastic cover. If you have more than one bathroom, please check both vanities, it will be under one of them.
- 3. Please pull a corner of the panel until you remove it completely.
- 4. Once removed, you will see two valves. This is the main shut off for your unit. Please turn each valve handle perpendicular, which will shut off your water. Open a faucet to drain the water in the pipes. Security will be there shortly to further investigate the leak.



The plastic panel is located under your bathroom vanity.
Gently pull a corner until the panel is removed.



The valves will be located inside the wall, behind the white panel.



Turn the valves perpendicular to what you see here, so they are at a right angle.



