TOWER C
PINNACLE
CENTRE

TOWER & PALATIAL RESIDENCES

February 2009

PINNACLE CENTRE

CONSTRUCTION LICENCE AGREEMENT

This Agreement is made as of the • day of •, 200•

B E T W E E N:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. •, a condominium corporation created by the registration of a declaration and description on the • day of • in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as Instrument No. •

(hereinafter referred to as the "**Licensor**")

OF THE FIRST PART

\- and -

PINNACLE INTERNATIONAL (BAY ST.) LTD., a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Licensee**")

OF THE SECOND PART

WHEREAS the Licensor is the freehold owner of the Licence Lands.

AND WHEREAS the Licensee intends to construct the Development (hereinafter defined) on the Future Phase Lands (hereinafter defined).

AND WHEREAS the Licensor desires to grant the Licensee certain rights and licences in and pertaining to the Licence Lands, all as more particularly set out in this Agreement, to assist in the construction of the Development.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants, undertakings and benefits hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1
INTRODUCTION

1.1 Definitions

The terms defined in this Section 1.1, for all purposes of this Agreement and of all indentures, agreements or other instruments supplemental hereto or confirmatory, amendatory or in modification hereof now or hereafter entered into in accordance with the provisions hereof, shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

(a) **"Agreement"** means this license and all instruments supplemental hereto or in amendment or confirmation hereof;

(b) **"City"** means the City of Toronto;

(c) **"Commencement Date"** means the date of this Agreement;

(d) **"Development"** means the high rise condominium building (or any alternate development proposal permitted by municipal by-laws in effect from time to time) and any ancillary freehold retail/commercial/hotel space to be constructed upon and within the Future Phase Lands;

(e) **"Force Majeure"** means any war, act of God, natural disaster, other catastrophe, fire or other casualty, act of the Queen's enemies, riot or insurrection, strike, lockout or labour disturbance, inability to obtain material, goods, equipment, services or utilities required, but shall not include any inability of a Party to fulfill or perform any obligation because of any lack of funds or its financial condition;

(f) **"Future Phase Lands"** means Parts • on Reference Plan of Survey 66R• , being the lands comprising the proposed Development of the Licensee;

(g) **"Governmental Authority"** means the City, the government of the Province of Ontario, or any agency, board, tribunal or authority thereof;

(h) **"Licence Fee"** means the fee payable pursuant to Section 3.1;

(i) **"Licence Lands"** means the lands owned by the Licensor and legally described in Schedule A attached hereto licensed under Section 2.1;

(j) **"Licensee"** means Pinnacle International (Bay St.) Ltd. and its successors and assigns;

(k) **"Licensor"** means Toronto Standard Condominium Corporation No.•, and its successors and assigns;

(l) **"Parties"** means the Licensor of the First Part, and the Licensee of the Second Part, and their respective successors and assigns, and **"Party"** means any one of the Parties;

(m) **"Substantial Completion"** shall have the same meaning as "substantially performed" in the *Construction Lien Act* (Ontario); and,

(n) **"Term"** means with respect to each of the licences described in Section 2.1, the respective term as set out in Sections 2.2(a) and (b).

1.2 Gender and Number

Words importing the singular shall include the plural and vice versa and words importing gender shall include all genders.

1.3 Captions

The captions contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope and intent of this Agreement or in any way affect this Agreement.

1.4 Table of Contents

The table of contents contained in this Agreement but under the same cover is for the purposes of convenience and reference only and is not to be deemed or construed in any way as part of this Agreement nor supplemental thereto or amendatory thereof.

1.5 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.6 Obligations as Covenants

Each obligation or agreement of the Licensor or of the Licensee contained in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

1.7 Invalidity of Provisions

The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid provision or covenant shall be deemed to be severable.

1.8 Covenants Independent

Each covenant contained in this Agreement is considered for all purposes to be a separate and independent covenant and a breach of a covenant by either the Licensor or the Licensee will not discharge or relieve the other Party from its obligation to perform each of its covenants.

1.9 Currency

All reference to currency in this Agreement shall be deemed, unless the context otherwise requires, to be a reference to lawful money of Canada.

1.10 Entire Agreement

This Agreement and any agreements herein contemplated to be entered into among, by or with the Parties, constitutes the entire agreement among the Parties pertaining to the license of the Licence Lands to the Licensee and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect thereto, and there are no warranties, representations or other agreements between the Parties in connection with this Agreement except as specifically set forth herein. No supplement, modification or termination other than as a result of a default by the Licensee of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

1.11 Schedules

The following Schedules are incorporated in and form part of this Agreement:

Schedule A – Legal Description of Licence Lands
Schedule B – Legal Description of Future Phase Lands

ARTICLE 2
AGREEMENT OF LICENSED LANDS

2.1

A. Demise

In consideration of the Licence Fee reserved and the covenants and obligations herein contained on the part of the Licensee to be paid, performed, observed and complied with, the Licensor, with the intent and for the purpose of benefiting the Future Phase Lands, grants to the Licensee for its benefit and their respective invitees, licensees, contractors and employees:

(a) the exclusive right and license to permit the operation and over swing, for all periods and times required by the Licensee during the Term, over and above the Licence Lands of the boom or booms and related apparatus of a tower crane or cranes erected or to be erected from time to time on the Future Phase Lands for the purposes of construction of the Development,

(b) the following exclusive rights in, under, and through the Licence Lands to:

(i) install underpinning, "soldier piles" and lagging as part of the shoring system necessary for excavation and construction in connection with the Development;

(ii) erect construction hoarding on and within the Licence Lands;

(iii) bore cavities and place therein tie-backs as support for the "soldier piles" referred to in subparagraph (i); and

(iv) making other installations normally associated with the type of shoring system installed by the Licensee pursuant to this Section 2.1(b),

(c) the right to close, temporarily, all or some of the amenity facilities contained within the Licence Lands and/or to remove portions thereof and/or to temporarily remove or close off portions of the areas of the Licence Lands (including any portions of the common interior roadways and, if applicable, portions of the garage structure situate within and upon the Licence Lands), at no cost to the Licensee.

B. Hydro and Water

In consideration of the Licence Fee reserved and the covenants and obligations herein contained on the part of the Licensee to be paid, performed, observed and complied with, the Licensor hereby grants, without the requirement for the payment of any fee or cost whatsoever, the right of the Licensee to attach to and utilize the hydro-electric services and water from and on the Licence Lands in its construction of the Future Phase Lands.

2.2 Term

(a) With respect to the licences set out in Section 2.1(a), (b) and (c) this Agreement is effective and binding as of the date hereof provided that, with regard to Section 2.1(a) and (b), the Licensee provides evidence satisfactory to the Licensor that the necessary approvals and permits have been obtained from the Governmental Authority.

(b) With respect to the licenses set out in Sections 2.1(a), (b) and (c) this Agreement shall be automatically terminated:

(i) upon Substantial Completion of the Development; or

(ii) on the 30th day after receipt of notice to the Licensor from the Licensee that the Licensee is terminating this Agreement.

2.3 Surrender upon Expiration of Term

At the expiration of the Term of this Agreement, the Licensee shall peaceably surrender and yield up to the Licensor the Licence Lands and repair any damage to the Licence Lands at its expense in accordance with Section 7.1 hereof or as otherwise directed by the Licensor and all the rights of the Licensee in respect to such licence under this Agreement shall thereupon terminate and the Parties will execute such further assurances as may reasonably be required to give effect to the foregoing.

ARTICLE 3
LICENCE FEE

3.1 Licence Fee

On the Commencement Date, the Licensee shall pay to the Licensor without deduction, abatement or setoff of any kind whatsoever, a license fee for the Licence Lands (the "**Licence Fee**") of $1.00 in advance, the receipt whereof is hereby acknowledged by the Licensor.

ARTICLE 4
USE OF THE LICENSE LANDS

4.1 Use

The Licensee shall use and occupy the Licence Lands for the uses set out in Section 2.1 and for no other purpose.

4.2 Non Objection

Without limiting the generality of Section 2.1A.(c), the Licensor acknowledges and agrees that during the construction and development of the Future Phase Lands, it may be necessary to close, temporarily, and/or to remove portions of the Licence Lands during the period of time during which the licence is exercised. The Licensor hereby grants and conveys to the Licensee a temporary easement, without fee or compensation for such purposes and covenants and agrees to fully co-operate with and support the Licensee in its development and construction of the Development on the Future Phase Lands, recognizing that during such construction there will be noise, dust, vibration and inconvenience relating to such construction. The Licensor agrees not to object to such construction nor claim such construction or any resulting noise, dust or vibration as an inconvenience or nuisance within any relevant Governmental Authority. The Licensor agrees that this provision may be pleaded as an estoppel by the Licensee.

4.3 Shoring and Tiebacks

(a) With respect to the licence set out in Section 2.1(b), the Licensee agrees to, at its own expense, restore to their prior condition (with the exceptions of the removal of the tie-backs and underpinning materials referred to in Sections 2.1(b)) those parts of the Licence Lands affected by the Development's operations and installations after Substantial Completion of the Future Phase Lands thereof.

(b) Once the Development is Substantially Completed, the Licensee shall, subject to the exceptions set out in Section 4.3 (a), at its own expense remove the portions of all soldier piles and other shoring materials, if any, extending above grade.

(c) Except as provided in subparagraph 4.3(b), the Licensee shall not be required to remove any of the shoring systems constructed in, under, across and through the Licence Lands pursuant to Section 2.1(b) hereof.

(d) Upon the expiry of the rights and licences granted to the Licensee pursuant to Sections 2.1(b) hereof, the tie-backs and installations described in Sections 2.1(b) hereof, if not previously removed from the Licence Lands, shall become the property of the Licensor.

(e) The rights and licenses granted pursuant to this Agreement shall be effective for a period of twenty one (21) years less one (1) day.

(f) Except in the case of an emergency, no entry (excluding booms) pursuant to the rights and licenses granted pursuant to this Agreement shall be made until the Licensor shall have been given two (2) days prior notice of the intention of the Licensee to make such entry and the intended time of commencement and completion of the construction.

ARTICLE 5
REPAIRS AND MAINTENANCE

5.1 Licensee Obliged to Repair

In the event of damage to the Licence Lands caused directly by the Licensee in connection with the exercise of the licenses granted hereunder and subject to Section 2.2, the Licensee shall repair or reconstruct or cause to be repaired or reconstructed such damage or destruction or shall restore the Licence Lands to the condition existing immediately prior to such damage or as otherwise directed by the Licensor provided such restoration is not to be to a standard greater than the condition existing immediately prior to such damage. Any such replacement, repair, reconstruction or restoration shall be commenced within a reasonable period of time after such damage or destruction and shall be made or done in compliance with the provisions of Article 4.

ARTICLE 6
INSURANCE

6.1 General Liability Insurance

The Licensee shall, from and after the commencement of the exercise of the licence rights under this Agreement, maintain comprehensive general liability insurance in an amount not less than Five Million ($5,000,000) Dollars on an occurrence basis against claims for personal injury, death or property damage suffered by others arising out of the operations of the Licensee and show Licensor as an additional insured, if permitted by the insurance company.

6.2 Non-cancellations

The policy of insurance provided pursuant to this Article 6 shall contain an agreement by the insurer to the effect that it will not cancel or alter such policy prior to its expiration, whether by reason of non-payment of premium, non-fulfilment of condition or otherwise, except after 30 days prior written notice to the Licensor, if available.

6.3 Premiums and Evidence of Payment Thereof

The Licensee shall duly and punctually pay all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article 6. The Licensee will produce to the Licensor within 5 days prior to the expiry of any policy of insurance placed pursuant to this Article 6, evidence of the renewal or replacement of such insurance in the form of certified insurance certificates and shall make available upon request evidence of every payment of all premiums and other sums of money payable for maintaining such insurance in force.

6.4 Licensor's Right to Insure

The Licensee shall advise the Licensor of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Licensee fails to effect and keep such insurance in force, the Licensor shall have the right, upon written notice to the Licensee without assuming any obligation in connection therewith, to effect such insurance at the cost of the Licensor and all outlays by the Licensor shall be immediately payable by the Licensee to the Licensor without prejudice to any other rights and recourses of the Licensor hereunder. No such insurance taken out by the Licensor shall relieve the Licensee of its obligation to insure hereunder and the Licensor shall not be liable for any loss or damage suffered by the Licensee in connection therewith.

The Licensee shall not carry on or permit to be carried on any activity or allow any condition to exist which threatens to result in the cancellation of any insurance policy required to be maintained hereunder. If it does so, the Licensor shall be entitled to remedy such condition forthwith and all reasonable costs incurred by the Licensor in so doing shall be immediately payable by the Licensee to the Licensor without prejudice to any other rights and recourses of the Licensor hereunder. If such condition is incapable of being remedied by the Licensor and such insurance is actually cancelled, it may forthwith terminate this Agreement.

ARTICLE 7
INDEMNITY

7.1 Indemnity by the Licensee

The Licensee agrees, during the exercise of the rights and licences granted under this Agreement, to save, defend and keep harmless and fully indemnify the Licensor from and against all manner of actions, suits, claims, liens, executions and demands which are brought against or made upon the Licensor directly caused by the exercise of the rights and licences of the Licensee under this Agreement.

ARTICLE 8
ASSIGNMENT AND SUB-LICENCE

8.1 Assignment and Sub-Licence

(a) The Licensee shall have the right to assign and/or sublicense, in whole or in part (including, without limitation, an assignment of this Agreement or the Licensee's interest in this Agreement as collateral security for a mortgage loan(s)) this Agreement and the rights granted hereunder to any person, firm, partnership, trust, corporation or syndicate this Agreement and the rights granted hereunder (collectively, the "**Assignment**").

(b) Upon notice of Assignment being given by the Licensee to the Licensor, the Licensee shall be relieved of all obligations and liabilities under this Agreement which obligations and liabilities shall become the obligations and liabilities of the entity taking an Assignment of this Agreement for the periods both before and following Assignment (and for the duration of this Assignment).

8.2 Non Assignment by Licensor

The Licensor shall not be permitted to assign or sublicense, in whole or in part, (including, without limitation, any Assignment of this Agreement or the Licensor's interest in this Agreement as collateral security for a mortgage loan (s)) without the prior written consent of the Licensee, acting reasonably. In the event that the Licensee does provide its consent to such Assignment, then it shall be a condition of such Assignment that the Licensee obtain from any party to which it assigns this Agreement or its interest in this Agreement an assumption and covenant agreement in form and substance satisfactory to the Licensee whereby such entity taking the Assignment agrees to be bound by the terms hereof.

ARTICLE 9
LICENSOR'S REMEDIES

9.1 Right of Licensor to Perform Covenants

All covenants and agreements to be performed by the Licensee under any terms hereof shall be performed by the Licensee and without any abatement of the Licence Fee. Without limiting any other remedies the Licensor may have arising out of this Agreement, in respect of any default in the performance of the Licensee's obligations under this Agreement, the Licensor shall have the right, in the case of any default which has not been remedied by the Licensee, to enter, cure or attempt to cure such default and the Licensee shall forthwith reimburse the Licensor within sixty (60) days of demand for any direct expense incurred or amounts paid by the Licensor in so doing, providing the Licensor is acting in a commercially reasonable manner.

9.2 Relief Against Forfeiture

If the Licensor has taken action to terminate this Agreement, then the Licensee may apply to a court of competent jurisdiction for such relief as, having regard to the proceedings and the conduct of the Parties and to all other circumstances, the court thinks fit, and on such terms as to payment of license fees, costs, expenses, damages, compensation, penalty or otherwise, including the granting of an injunction to restrain any like breach in the future as the court considers just.

9.3 Construction Liens

The Licensee shall not suffer or permit any lien under the *Construction Lien Act* (as amended, re-enacted or replaced from time to time) or any like statute to be filed or registered against the Licence Lands, by reason of work, labour, services or materials supplied or claimed to have been supplied to the Licensee or any one holding any interest in any part thereof through or under the Licensee. If any such lien shall at any time be filed or registered, the Licensee shall procure registration of its discharge within 30 business days after the lien has come to the notice or knowledge of the Licensee.

9.4 Force Majeure

No failure to perform or delay in performing any obligation under this Agreement shall be deemed to be a breach of or default under this Agreement if and for so long as such failure or delay is caused by an event of Force Majeure.

ARTICLE 10
MISCELLANEOUS

10.1 Time

Time shall be of the essence of this Agreement, save as otherwise herein specified.

10.2 Relationship of Parties

The provisions contained in this Agreement shall not be deemed to create any relationship other than that of licensor and licensee as to the Licence Lands.

10.3 Notice

All notices, demands, agreements, requests and payments which may be or are required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given if served personally upon any officer of the Party for whom it is intended or mailed, prepaid and registered, return receipt requested:

in the case of the Licensor addressed to it at:

TORONTO STANDARD CONDOMINIUM CORPORATION NO.•

____

Attention: Property Manager

in the case of the Licensee addressed to it at:

PINNACLE INTERNATIONAL (BAY ST.) LTD.

33 Bay Street
Toronto, Ontario M5J 2Z3

With a copy to:

c/o Pinnacle International
911 Homer Street
Suite 300
Vancouver, BC V6B 2W6.

Attention: President

or at such other address in Canada as the Parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand or request shall be deemed to be the date of delivery if such notice, demand or request is served personally or, on the fifth Business Day next following the date of such mailing if mailed as aforesaid; provided, however, that no notice shall be deemed to have been given if sent by mail at any time when a threatened or actual work stoppage exists in the post offices in the municipalities from which or to which such notices are to be sent. Copies of any notice to the Licensor shall be given to any freehold mortgagee of which the Licensee has been given written notice.

10.4 Amendment

This Agreement may not be modified or amended except by instrument in writing of equal formality herewith signed by the Parties or by their successors and assigns.

10.5 Agreement Binding

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

10.6 Further Assurances

Each party to this Agreement shall give whatever further assurances are reasonably requested by any other party hereto for the purpose of carrying out the true intent of this Agreement.

10.7 Registration

The Licensor hereby consents to registration of this Agreement on title to the License Lands and agrees to execute any documentation required by the Licensee, without cost to the Licensee, in connection therewith within 2 days of request of the Licensee.

IN WITNESS WHEREOF the Parties have executed these presents under the respective hands of their proper officers in that behalf.

Licensor:

TORONTO STANDARD CONDOMINIUM CORPORATION NO.•

Per: ______________________________
Authorized Signatory

I have authority to bind the Corporation.

Licensee:
PINNACLE INTERNATIONAL (BAY ST.) LTD.

Per: ______________________________
Name:
Position:

I/We have authority to bind the Corporation.

SCHEDULE A

ALL UNITS AND COMMON ELEMENTS COMPRISING TORONTO STANDARD CONDOMINIUM PLAN NO. •

SCHEDULE B

LEGAL DESCRIPTION FOR FUTURE PHASE LAND

Parts • on Reference Plan of Survey 66R-• (being the parts representing the Future Phase Lands following completion of a reference plan of survey)

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SUCCESS TOWER AT PINNACLE CENTRE
TOWER C
TORONTO STANDARD CONDOMINIUM CORPORATION NO. ______

BY-LAW NO. 4

A by-law made in accordance with Sections 21 and 56 of the *Condominium Act, S.O., 1998,* respecting the assumption by the Corporation of certain obligations of the Declarant, as set forth in the Declaration of this Condominium and, in particular (but without limiting the generality of the foregoing), pertaining to the Daycare Lease, the Section 37 Agreement, as amended, the Site Plan Agreement, the Site Plan Amending Agreement, the Transfer of Easement pertaining to the Gardiner Easement, the Transfer of Easement pertaining to the Public Walkway Easement, and any site plan, development or like or similar agreement registered on title to the lands comprising (in whole or in part) this Condominium (collectively, the "**Assumed Agreements**") between the Declarant, or the Declarant's predecessors in title, and the parties to the Assumed Agreements.

AND WHEREAS the Assumed Agreements run with the lands comprising this Condominium (and/or the Adjacent Condominium Corporations) and bind the owners, from time to time, of the units and common elements of Toronto Standard Condominium Corporation No.________;

AND WHEREAS it is intended that Pinnacle Centre will also comprise the Adjacent Condominium Corporations (as defined in the Declaration of this Corporation) which Adjacent Condominium Corporations shall be obliged to enact similar by-laws and enter into similar assumption agreements pertaining to the assumption by the Adjacent Condominium Corporations of the obligations of the Assumed Agreements as it pertains to the lands comprising the Adjacent Condominium Corporations, as if the lands comprising this Condominium and the Adjacent Condominium Corporations were one integrated development;

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No.________ (the "**Corporation**") as follows:

1. The Corporation be and it is hereby authorized to enter into the Assumption Agreement with the Declarant, substantially in the form of the attached agreement, and to execute any further documents or other assurances with the Declarant, its successors and assigns, the Retail Structure, the Future Retail Components, the Future Phase Condominiums and the Pinnacle Garage Lands, as may be required from time to time to give effect to the provisions of the Shared Facilities Agreement.

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

3. That the President or the Vice-President be and either of them is hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement together with all other documents or instruments including but not limited to the granting and acceptance of easements which form part or which are ancillary to the said Agreement. The affixing of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

WITNESS the corporate seal of the Corporation this day of , 200__.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.

Per:______________________________
President c/s

Per:______________________________
Director c/s
I/We have authority to bind the Corporation.

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. .... (known as the "Corporation") certifies that:

1. The copy of By-law Number 4, attached as Schedule A, is a true copy of the By-law.

2. The By-law was made in accordance with the *Condominium Act, 1998*.

3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this .... day of ...., 200......

Toronto Standard
Condominium Corporation No. ....

....
(signature)

....
(print name)

....
(signature)

....
(print name)

I/We have authority to bind the Corporation.

ASSUMPTION AGREEMENT
A SCHEDULE TO BY-LAW NO. 4
TORONTO STANDARD CONDOMINIUM CORPORATION NO. ____

To: The Benefiting Parties (hereinafter defined)

And To: Pinnacle International (Bay St.) Ltd. (the "**Declarant**").

WHEREAS the Corporation is required to assume certain obligations of the Declarant, as set forth in the registered Declaration of this Condominium, regarding various agreements registered on title to the Lands comprising (in whole or in part) this Condominium including, without limiting the generality of the foregoing, the:

A. Daycare Lease;

B. Section 37 Agreement, as amended;

C. The Site Plan Agreement and the Site Plan Amending Agreement, as amended;

D. The Transfer of Easement pertaining to the Gardiner Easement and the Transfer of Easement pertaining to the Public Walkway Easement; and

E. Any Development, Site Plan or like or similar Agreement **[full particulars of all registered Agreements will be inserted here following registration of the Condominium Plan comprising this Condominium]**;

(collectively the "**Assumed Agreements**")

between the Declarant, or the Declarants predecessors in title, and the parties to the Assumed Agreements (the "**Benefiting Parties**");

NOW THEREFORE this Agreement witnesseth in consideration of the mutual covenants and agreements hereinafter set forth and of further good and valuable consideration and the sum of Ten Dollars ($10.00) of lawful money of Canada, paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

1. The Corporation hereby agrees to assume and be bound by all of the covenants, agreements and ongoing obligations of an owner pursuant to the Assumed Agreements in the same manner as if the Corporation were an original signatory thereto.

2. The Corporation further agrees to indemnify and save harmless the Declarant from any and all claims, causes of action, damages and costs whatsoever arising from or in respect to any breach or default by this Corporation of the obligations of an owner as set forth in the Assumed Agreements, and of its obligations to the Declarant under this Agreement.

3. The Corporation covenants and agrees to provide to the Declarant and/or to the Benefiting Parties, forthwith upon request of any of them, any and all further written assurances regarding the assumption of the assumed obligations by this Corporation at no cost to the Declarant and/or to the Benefiting Parties.

Dated this ________ day of __________,200_____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ______

Per: ______________________________
President

Per: ______________________________
Director
We/I have authority to bind the Corporation

PINNACLE INTERNATIONAL(BAY ST.) LTD.

Per: ______________________________
Name:
Authorized Signing Officer
I have authority to bind the Corporation

SUCCESS TOWER AT PINNACLE CENTRE
TOWER C

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

BY-LAW NO. 5

A by-law respecting the assumption of an insurance trust agreement dated October 13, 2006 was entered into between Toronto Standard Condominium Corporation No. 1788, the Declarant on behalf of three Proposed Residential Condominium Corporations to be created under the laws of the Province of Ontario pursuant to the Act and Pinnacle International (Bay St.) Ltd., owner of the Retail Lands being part of Block 5 on Registered Plan 655-E designated as Parts 20 and 21 on Reference Plan 66R-2247 (the "**Co-Settlor**") and The Canada Trust Company (the "**Trustee**"), a copy of which is attached hereto (the "**Insurance Trust Agreement**").

AND WHEREAS the Declaration of this Corporation requires this Corporation to assume the Insurance Trust Agreement.

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. __________ (the "**Corporation**") as follows:

1. The Corporation be and it is hereby authorized to assume the Insurance Trust Agreement with the the Declarant insofar as it pertains to this Condominium and to execute any further documents or other assurances with the Declarant, its successors and assigns, The Canada Trust Company, the First Settlor, the Second Settlor, the Third Settlor and/or the Fourth Settlor (all as defined in the Insurance Trust Agreement), as may be required from time to time to give effect to the provisions of the Insurance Trust Agreement.

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

3. That the President or the Vice-President be and either of them is hereby authorized to execute, on behalf of the Corporation, the Insurance Trust Agreement together with all other documents or instruments including but not limited to the granting and acceptance of easements which form part or which are ancillary to the said Agreement. The affixing of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

WITNESS the corporate seal of the Corporation this _______ day of ______________, 200____.

TORONTO STANDARD
CONDOMINIUM CORPORATION NO.

Per: ________________________________

President c/s

Per: ________________________________

Director c/s

I/We have authority to bind the Corporation

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. .... (known as the "Corporation") certifies that:

1. The copy of By-law Number 5, attached as Schedule A, is a true copy of the By-law.

2. The By-law was made in accordance with the *Condominium Act, 1998*.

3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this .... day of ...., 2006.

Toronto Standard
Condominium Corporation No. ....

....

(signature)

....

(print name)

....

(signature)

....

(print name)

I/We have authority to bind the Corporation.

TO: **THE CANADA TRUST COMPANY**

AND TO: **PINNACLE INTERNATIONAL (BAY ST.) LTD. (the "Declarant")**

ASSUMPTION AGREEMENT

WHEREAS the Declarant is the current registered owner of all the lands comprising the units and common elements of Toronto Standard Condominium Plan No. _________, which lands and premises are located at 33 Bay Street, Toronto, and known as the "**Corporation**";

AND WHEREAS an Insurance Trust Agreement dated October 13, 2006 was entered into between Toronto Standard Condominium Corporation No. 1788 (the "**First Settlor**"), the Declarant on behalf of three Proposed Residential Condominium Corporations to be created under the laws of the Province of Ontario pursuant to the Act (the "**Second Settlor**"), (the "**Third Settlor**") and (the "**Fourth Settlor**"), respectively, and Pinnacle International (Bay St.) Ltd., owner of the Retail Lands being part of Block 5 on Registered Plan 655-E designated as Parts 20 and 21 on Reference Plan 66R-2247 (the "**Co-Settlor**") and The Canada Trust Company (the "**Trustee**"), a copy of which is attached hereto (the "**Insurance Trust Agreement**");

AND WHEREAS by the Insurance Trust Agreement, the Trustee was appointed as an Insurance Trustee to perform the duties pursuant to the Insurance Trust Agreement as more particularly set out therein;

AND WHEREAS the Declaration and Description of the First Settlor creating Toronto Standard Condominium Plan No. 1788 was registered on August 15, 2006 as Instrument No. AT1226837 in the Land Titles Division of the Toronto Registry Office No. 66 and this Condominium Corporation has agreed to assume and be bound by all terms and conditions of the Insurance Trust Agreement; and,

AND WHEREAS the Declaration and Description of the Second Settlor creating Toronto Standard Condominium Plan No. 1834 was registered on February 13, 2007 as Instrument No. AT1376307 in the Land Titles Division of the Toronto Registry Office No. 66;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

1. That all terms, provisions and conditions set out in the Insurance Trust Agreement, including, without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, adopted and confirmed.

2. That the Corporation hereby agrees to assume and be bound by all of the covenants, agreements and obligations of the Declarant, on behalf of the Corporation, contained in the Insurance Trust Agreement in the same manner as if the Corporation were an original signatory thereto. This Corporation further agrees to indemnify and save harmless the Declarant from any and all claims, causes of action, damages and costs whatsoever arising from or in respect of any breach or default of the Corporation in its on-going obligations as set forth in the Insurance Trust Agreement.

DATED this day of , 200____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ________

Per______________________________
Authorized Signing Officer

Per:______________________________
Authorized Signing Officer

I/We have authority to bind the Corporation.

PINNACLE INTERNATIONAL (BAY ST.) LTD.

Per: ______________________________
Michael De Cotiis, President

I have authority to bind the Corporation.

(Reciprocal)

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made the 13th day of October, 2006

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1788, a corporation created under the laws of the Province of Ontario pursuant to the Condominium Act, 1998, S.O. 1998, Chapter 19 and amendments thereto (hereinafter referred to as the "Act")

(hereinafter called the "**First Settlor**")

OF THE FIRST PART;

-and-

PINNACLE INTERNATIONAL (BAY ST.) LTD., on behalf of the **PROPOSED RESIDENTIAL TORONTO STANDARD CONDOMINIUM CORPORATION NO.**, a corporation to be created under the laws of the Province of Ontario pursuant to the Act

(hereinafter called the "**Second Settlor**")

OF THE SECOND PART;

- and -

PINNACLE INTERNATIONAL (BAY ST.) LTD., on behalf of the **PROPOSED RESIDENTIAL TORONTO STANDARD CONDOMINIUM CORPORATION NO.**, a corporation to be created under the laws of the Province of Ontario pursuant to the Act

(hereinafter called the "**Third Settlor**")

OF THE THIRD PART;

- and -

PINNACLE INTERNATIONAL (BAY ST.) LTD., on behalf of the **PROPOSED RESIDENTIAL TORONTO STANDARD CONDOMINIUM CORPORATION NO.**, a corporation to be created under the laws of the Province of Ontario pursuant to the Act

(hereinafter called the "**Fourth Settlor**")

OF THE FOURTH PART;

(The First Settlor, Second Settlor, Third Settlor and Fourth Settlor are hereinafter collectively called the "**Settlors**" and individually referred to as the "**Settlor**", where applicable)

- and -

PINNACLE INTERNATIONAL (BAY ST.) LTD., a corporation created under the laws of the Province of Ontario pursuant to the Act and the owner of Part of Block 5 on Registered Plan 655-E designated as Parts 20 and 21 on Reference Plan 66R-22447 ("Retail Lands")

(hereinafter called the "**Co-Settlor**")

OF THE FIFTH PART;

(Reciprocal)

- and -

THE CANADA TRUST COMPANY,

(hereinafter called the "**Trustee**")

OF THE SIXTH PART.

WHEREAS the declarations creating each of the Settlors and registered or to be registered pursuant to the Act provide that the boards of directors of the Settlors (hereinafter collectively referred to as the "Boards" or the "Boards of the Settlors" and individually as the "Board", where applicable) on behalf of the Settlors shall enter into an agreement with an insurance trustee, which agreement shall, without limiting its generality, provide for the receipt by the insurance trustee of any proceeds of insurance payable to the Settlors, the holding by the insurance trustee of such proceeds in trust for the persons entitled thereto and the disbursement by the insurance trustee of such proceeds in accordance with the provisions of the insurance trust agreement;

AND WHEREAS the Settlors and Co-Settlor have entered into an agreement (hereinafter called the "Share Facilities Agreement") dated the 24th day of August, 2006 which provides, among other matters, for the mutual rights and obligations with respect to the use, maintenance and repair of the Shared Facilities as defined in the Shared Facilities Agreement, including the obligation to maintain insurance for the benefit of the Settlors and Co-Settlor.

AND WHEREAS Pinnacle International (Bay St.) Ltd. is the owner of the lands legally described as Part of Block 5 on Registered Plan 655-E, designated as Parts 20 and 21 on Plan 66R-22447 of the Settlors (the "Retail Lands");

AND WHERAS pursuant to the Shared Facilities Agreement each Settlor and the Co-Settlor are obliged to maintain insurance in accordance with the requirements of the Shared Facilities Agreement;

AND WHEREAS the parties hereto are desirous of entering into this Agreement for the purposes set forth in the said declarations (collectively the "Declarations"), and in accordance with the requirements of the Shared Facilities Agreement, on the terms and conditions herein;

AND WHEREAS all necessary resolutions have been passed by the Boards of the Settlors and the board of directors of the Co-Settlor and all other proceedings have been taken and conditions complied with to authorize the execution and delivery by the Settlors and Co-Settlor of this Agreement;

AND WHEREAS the Settlors and Co-Settlor have obtained certain policies of insurance set forth in Schedule "A" annexed hereto;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereinafter covenant and agree to and with each other as follows:

ARTICLE 1.00 - DEFINITIONS

1.1 Words and expressions used herein which are used or defined in the Act or in the regulations made under the Act have the same meaning herein as they have therein unless otherwise defined herein or unless the context otherwise requires.

ARTICLE 2.00 - APPOINTMENT OF TRUSTEE

2.1 The Settlors and the Co-Settlor hereby jointly appoint the Trustee to act as insurance trustee pursuant to the provisions of the Shared Facilities Agreement and the Declarations and By-laws of the Settlors, copies of which are submitted herewith to the Trustee.

ARTICLE 3.00 - ACCEPTANCE OF APPOINTMENT

3.1 The Trustee hereby accepts such appointment as insurance trustee and hereby agrees with the Settlors and Co-Settlor to carry out and perform its duties hereunder in a faithful, diligent and honest manner.

ARTICLE 4.00 - ACKNOWLEDGEMENT BY TRUSTEE

4.1 The Trustee hereby acknowledges that it is familiar with the provisions of the Act, the Shared Facilities Agreement and the Declaration of the Settlor and acknowledges having received a copy of the Shared Facilities Agreement and the Declarations.

ARTICLE 5.00 - PAYMENT BY TRUSTEE

5.1 All insurance proceeds received by the Trustee in respect of the Settlors shall be held by the Trustee in trust and paid in accordance with the following terms and conditions:

In the event of:

(a) damage to the buildings and structures of a Settlor, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of such Settlor certifying:

(i) that the Board of such Settlor has determined that the buildings and structures have not sustained substantial damage within the meaning of the Act; or

(ii) that the Board of such Settlor has determined that the buildings and structures have sustained substantial damage within the meaning of the Act, and that; (A) owners who own at least eighty per cent (80%) of the units have not voted to terminate pursuant to the provisions of the Act; and (B) the time for the exercise of the termination right has expired; or

(b) damage to the property or other assets of a Settlor, excluding the buildings, structures and units,

the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of such Settlor accompanied by the following:

(i) a certificate signed by the President or Vice-President and the Secretary of such Settlor dated not more than thirty (30) days prior to such request and counter-signed by the architect or engineer, if any, employed by such Settlor in connection with such repairs, setting forth the following:

(A) that the sum then requested either has been paid by such Settlor or is justly due to contractors, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto;

(B) that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds;

(C) that the sum then requested, when added to all sums previously paid by the Trustee, does not exceed the value of the services and materials described in such certificate;

(D) that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Board of such Settlor after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs, which, if unpaid, might become the basis of a lien pursuant to the Construction Lien Act by reason of such repair to the buildings or any part thereof; and

(E) instructions specifying the person(s) to whom the payment requested is to be made and the amount to be paid to each such person(s).

(ii) an opinion of the solicitor acting for such Settlor, or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the buildings or the property, or any part thereof, any Construction Lien which has not been discharged except such as will be discharged by payment of the amount then requested.

Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs as aforesaid, shall be paid over by the Trustee to such Settlor.

5.2 All insurance proceeds received by the Trustee in respect of the Co-Settlor shall be held by the Trustee in trust and paid directly to the Co-Settlor, subject to Section 5.3 of this Agreement.

5.3 In the event of receipt of insurance proceeds by the Trustee which relate to damage to any property governed by the Shared Facilities Agreement, the said insurance proceeds shall be disbursed in accordance with Section 5.1 subject to the terms of the Shared Facilities Agreement. In the event of any conflict between the Declarations and/or sections 5.1 or 5.2 hereof on the one hand and the Shared Facilities Agreement on the other hand, the terms of the Shared Facilities Agreement shall govern.

5.4 The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall the Trustee be under any obligation to enforce the payment of proceeds to it.

5.5 In the event of damage to the buildings and structures of a Settlor or the Co-Settlor, and subject to section 5.3 hereof, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of such Settlor or the Co-Settlor, as applicable, certifying that the Board of such Settlor or the Co-Settlor has determined that its buildings and structures have sustained substantial damage within the meaning of the Act and that owners who own at least eighty per cent (80 %) of the units have voted for termination pursuant to and in compliance with the provisions of the Act, that there is termination in accordance with the provisions of the Act, or otherwise, and notice of such termination has been registered in the Office of Land Titles in which the condominium is registered, the Trustee shall disburse any insurance proceeds then in its hands or thereafter received by it in the following order of priority:

(a) to any mortgagee or mortgagees to whom such loss shall be payable in any such policy or policies of insurance or who have a mortgage or charge registered in the said Office of Land Titles with respect to the unit of an owner, in satisfaction of the amount due pursuant to any liens registered by the Settlors against any such units and in satisfaction of any other registered interests in the unit in order of their respective legal priorities;

(b) to the owners of the units in the proportion of their respective common interests as set out in the Declaration as registered in the said Office of Land Titles and the names of the unit owners as registered in the said Office of Land Titles shall be conclusive as to the names of the unit owners and their respective common interests.

The Settlor, as applicable, shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor, as applicable, is dated within ten (10) days prior to the disbursement of funds, that it specifies the priority of the interests of the various parties in each unit and it specifies the names of the unit owners and their respective common interests.

5.6 In the event that the proceeds of insurance deposited with the Trustee are less than fifteen percent (15%) of the replacement cost of the property covered by the policy pursuant to which the proceeds of insurance were paid to the Trustee, all such proceeds shall be paid to the applicable Settlor, forthwith, notwithstanding anything herein contained to the contrary but subject to section 5.3 hereof, and such Settlor covenants to apply such proceeds in compliance with their obligations pursuant to the Act, the Shared Facilities Agreement and the Declarations and to indemnify the Trustee in respect of all liabilities or obligations in respect of such proceeds. The Trustee shall be entitled to rely, without independent inquiry, upon the certificate of an architect as to whether the proceeds of insurance deposited with the Trustee are less than fifteen percent (15%) of the replacement cost of the property covered by the policy pursuant to which the insurance proceeds were paid to the Trustee and shall be entitled to retain an independent architect at the expense of the applicable Settlor for the purpose of providing such certificate.

5.7 Subject to the terms of this Agreement, in the event that the Trustee is in receipt of proceeds of insurance from or in respect of any liability policy to which this Agreement is applicable, the Trustee shall disburse such proceeds only upon receipt of and in accordance with the written directions of the applicable Settlor executed on its behalf by its President or Vice-President and Secretary.

ARTICLE 6.00 - DEFICIENCY OF INSURANCE PROCEEDS

6.1 Each Settlor or Co-Settlor, as applicable, shall be promptly notified of any proceeds of insurance deposited with the Trustee on its behalf, and the Trustee shall be under no obligation to make any payments as specified in this Agreement except out of the proceeds of insurance held in trust for such Settlor or the Co-Settlor.

6.2 If, upon the receipt of any certificate referred to in section 5.1 or 5.2 hereof, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor or Co-Settlor, as applicable, shall be so notified by the Trustee, and the Settlor or Co-Settlor, as applicable, shall further notify the Trustee in writing as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee and in which amounts.

ARTICLE 7.00 - NOTICE IN THE EVENT OF CANCELLATION OF INSURANCE

(Reciprocal)

7.1 The Settlors and all mortgagees having an interest in the units as shown on the Settlors' records with respect to any unit and the Co-Settlor any mortgagees of the Retail Lands shall be promptly notified of any notice of cancellation received by the Trustee relating to an insurance policy insuring such unit. The Trustee shall not have any liability to the Settlors or any other party in the event of its inadvertent failure to provide notice in accordance with the foregoing. The Trustee shall be entitled to rely in any event on the accuracy and completeness of the records of the Settlors and written notice of the names and addresses of the mortgagees of the Retail Lands without independent inquiry.

7.2 The Trustee shall not be under any obligation to inquire whether any insurance policy remains in force, it being the express understanding of the parties that it shall be the sole responsibility of the Settlors and Co-Settlor, as applicable, to obtain all required insurance policies and to ensure that same remain in force at all times.

ARTICLE 8.00 - LIABILITY AND INDEMNIFICATION OF TRUSTEE

8.1 The Trustee shall have no duties, express or implied, except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damages which may result from anything done or omitted to be done by such Trustee hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity in its effectiveness or its provisions, but also as to the truth and accuracy of any information therein contained which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. The Trustee shall also be protected and indemnified in acting in good faith upon any advice or legal opinion it may seek from an independent solicitor with respect to its duties, obligations and rights hereunder. The Trustee shall also be indemnified for the reasonable legal fees and disbursements of such a solicitor. Further, the Trustee shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.

8.2 The Settlors or Co-Settlor, as applicable, shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.

8.3 The Trustee may become mortgagee of any or all units together with such other interests as may be attached to the ownership of such units and may enforce the covenants in the mortgage relating thereto, notwithstanding that the enforcement may be in conflict with the Trustee's duties hereunder.

ARTICLE 9.00 - TERMINATION OF AGREEMENT

9.1 At any time hereafter, the Settlors and Co-Settlor, acting jointly, shall have the sole and unrestricted right to terminate this Agreement by not less than sixty (60) days prior written notice to the Trustee. Following such termination, upon payment to the Trustee of all fees and charges due to the Trustee hereunder, the Trustee shall turn over all sums deposited with it, remaining in its hands, to any successor Trustee appointed by the Boards and of which the Trustee has been given written notice, failing which it shall turn over all such sums to the Settlors or Co-Settlor, as applicable and thereupon its obligations hereunder shall cease. For greater certainty, no notice of termination by the Settlors and Co-Settlor shall be effective unless given jointly or concurrently by the Settlors and Co-Settlor, it being the express intent of the parties that there be a common insurance trustee relating to the insurance policies governed by this Agreement.

9.2 The Trustee may, at any time, resign from its duties hereunder by giving to the Settlors, the Co-Settlor and to all mortgagees having an interest in any of the units pursuant to a mortgage as shown on the records of the Settlors and Co-Settlor not less than one hundred (120) days' notice in writing thereof and its obligations hereunder, except for the payment of any sums remaining in its hands to a successor trustee, as hereinafter provided, shall cease. Following such resignation, the Settlors and Co-Settlor shall pay to the Trustee all fees and charges due to it hereunder. The Trustee shall turn over all sums deposited with it, remaining in its hands, to any successor trustee appointed by the Boards and of which the Trustee has been given written notice, failing which it shall turn over all such sums to the Settlors or Co-Settlor, as applicable all subject to the Trustee's rights pursuant to section 12.2 hereof, and thereupon its obligations hereunder shall cease.

ARTICLE 10.00 - MODIFICATION OR AMENDMENT OF AGREEMENT AND RIGHTS OF THIRD PARTIES

10.1 This Agreement shall not be modified or amended without the written consent of the parties hereto and any mortgagees having registered mortgages against at least ten per cent (10%) of the Units of each Settlor and any mortgagees having a registered mortgage(s) against the Retail Lands.

10.2 Upon being advised of damage to the buildings of a Settlor or Co-Settlor in excess of the amount set out in section 5.6 hereof, or upon receipt of any moneys in excess of the said amount, in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees having a mortgage or charge as shown on the Settlors' records where the amount received is less than $100,000.00 and shall notify all mortgagees having a mortgage or charge registered in the aforesaid Office of Land Titles against any unit that is insured pursuant to the policy under which such payment was made where the amount received is $100,000.00 or more. For the purpose of giving notice in the latter event, the Settlor or Co-Settlor, as applicable, shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor or Co-Settlor, as applicable, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor or Co-Settlor, as applicable, is dated within ten (10) days prior to the disbursement of funds and that it specifies the priority of the interests of the various parties in each unit.

10.3 Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee having an interest registered in the said Office of Land Titles against any of the units or any part of the insured property and may be enforced by such mortgagee.

ARTICLE 11.00 - ADDRESS FOR SERVICE

11.1 Any certificate, declaration or notice in writing given to a Settlor, pursuant to this Agreement, shall be sufficiently given if delivered or mailed by prepaid registered post to that Settlor at its last known address and at:

c/o 33 Bay St. Management Inc.
33 Bay Street, Unit 1
Toronto, Ontario
M5J 2Z3

or such other address as the Settlor may advise in writing from time to time.

Any certificate, declaration or notice in writing given to the Co-Settlor, pursuant to this Agreement, shall be sufficiently given if delivered or mailed by prepaid registered post to the Co-Settlor at its last known address and at:

Pinnacle Centre One L.P.
911 Homer Street, Suite 300
Vancouver, BC V6B 2W6

or such other address as the Co-Settlor may advise in writing from time to time.

Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if delivered or mailed by prepaid registered post to the Trustee at its last known address and at:

77 Bloor Street West, 19th Floor
Toronto, ON M5S 1M2

or such other address as the Trustee may advise in writing from time to time.

Such certificate, declaration and notice in writing shall have been deemed to have been received on the date of delivery or third clear business day next following the date of such mailing. Each of the parties shall be entitled to rely without further inquiry on the address determined in accordance with the foregoing as being the most current and correct address of the party to whom such certificate, declaration or notice is to be given. Each party further covenants to notify the other parties, in the manner provided for in this Article 11.00, of any change in its address for service.

ARTICLE 12.00 - REMUNERATION OF TRUSTEE

12.1 The Settlors and Co-Settlor shall each pay the Trustee's fees and charges as set out in Schedule "B" attached hereto which fees and charges may be changed from time to time by written notice from the Trustee to the Settlors and Co-Settlor at any time. In the event that the Settlors and Co-Settlor do not agree with any change in fees or charges made by the Trustee, they shall be entitled to terminate the within agreement pursuant to Article 9.00 hereof within sixty (60) days after receipt of the notice of change to fees or charges in which event the change shall not apply and the within agreement shall be terminated in accordance with Article 9.00 hereof. In the event that no notice of termination is delivered by the Settlors and Co-Settlor pursuant to Article 9.00 within the sixty (60) day period, the fees and charges of the Trustee shall be as set out in its notice to the Settlors and Co-Settlor until further changed.

12.2 The Trustee may deduct all amounts owing to it hereunder from any proceeds of insurance received by it.

12.3 In addition to any other rights which the Trustee may have, in the event that any fees, charges, reimbursement of expenses or other amounts due hereunder to the Trustee are not paid when due, the Trustee shall be entitled to enforce payment of same by legal process and all fees, disbursements, expenses or other costs incurred by the Trustee in collecting same (including all legal fees and disbursements on a solicitor and his own client scale) shall be payable by the Settlors or Co-Settlor, as applicable, to the Trustee.

ARTICLE 13.00 - ADDITIONAL COVENANTS OF SETTLORS AND CO-SETTLOR

13.1 Upon request, the Settlors and Co-Settlor shall each deliver to the Trustee complete and accurate copies of:

(a) all insurance policies, renewals thereof, amendments or endorsements thereto or replacements thereof whether pursuant to the Declarations or the By-laws of any of the Settlors or Co-Settlor or pursuant to the Shared Facilities Agreement;

(b) the Settlors' records of unit owners and mortgagees;

(c) copies of the Settlors' then current Declaration and By-laws; and

(d) copies of the Shared Facilities Agreement and all amendments thereto.

The Trustee shall be entitled to rely, without further enquiry upon the accuracy and completeness of such material.

13.2 The Settlors covenant to deliver to the Trustee any amendments to their respective Declaration or By-laws or any additional By-laws they may enact.

13.3 The Settlors covenant to ensure that losses are payable to the Trustee as insurance trustee under all policies of insurance governed by this Agreement.

13.4 The Settlors covenant and agree to ensure that their respective Declarations and By-laws and the Shared Facilities Agreement are all consistent with each other at all times and as to all matters governed by this Agreement and that they do not conflict with the terms of this Agreement or the rights and obligations of any of the parties hereto.

13.5 The Settlors and Co-Settlor specifically acknowledge and agree that the Trustee shall have no liability or obligation to the Settlors or Co-Settlor or any other party except as is expressly provided for herein and that there are no provisions or obligations between the parties relating to matters governed hereunder, whether oral or written, express or implied except as are expressly set forth herein in writing. The Settlors and Co-Settlor covenant to indemnify and save the Trustee harmless from and against all claims, demands, liabilities, actions, suits, costs or obligations of any kind or nature whatsoever arising out of or related to the terms of this Agreement unless same results from the negligence or wilful act of the Trustee or a breach by the Trustee of the terms hereof.

ARTICLE 14.00 - ASSIGNMENT OF AGREEMENT

14.1 Neither this Agreement nor any rights or obligations hereunder shall be assignable by any party hereto without the prior written consent of the other parties. Any attempted assignment without such consent shall be void. Subject thereto, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario for all purposes hereunder.

14.3 Words importing the singular include the plural and vice versa, and words importing gender include all genders.

14.4 The headings contained in this Agreement are included solely for convenience of reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement or affect the construction or interpretation thereof.

(Reciprocal)

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the seals of their proper signing officers duly authorized in that behalf as of the day of September, 2006.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1788

Per:________________________
[Authorized Signing Officer]

Per:________________________
[Authorized Signing Officer]

PINNACLE INTERNATIONAL (BAY ST.) LTD., on behalf of the PROPOSED RESIDENTIAL TORONTO STANDARD CONDOMINIUM CORPORATION and as Second Settlor

Per:________________________
[Authorized Signing Officer]

Per:________________________
[Authorized Signing Officer]

PINNACLE INTERNATIONAL (BAY ST.) LTD., on behalf of the PROPOSED RESIDENTIAL TORONTO STANDARD CONDOMINIUM CORPORATION and as Third Settlor

Per:________________________
[Authorized Signing Officer]

Per:________________________
[Authorized Signing Officer]

PINNACLE INTERNATIONAL (BAY ST.) LTD., on behalf of the PROPOSED RESIDENTIAL TORONTO STANDARD CONDOMINIUM CORPORATION and as Fourth Settlor

Per:________________________
[Authorized Signing Officer]

Per:________________________
[Authorized Signing Officer]

(Reciprocal)

PINNACLE INTERNATIONAL (BAY ST.) LTD., as owner of the Retails Lands

Per: ______________________
[Authorized Signing Officer]

Per: ______________________
[Authorized Signing Officer]

THE CANADA TRUST COMPANY

Per: ______________________ Stephen W. Ainsworth
[Authorized Signing Officer] Executive Trust Officer

Per: ______________________ Winifred Kanyogonya
[Authorized Signing Officer] Executive Trust Officer

APPROVED AS TO FORM AND CONTENT

SCHEDULE "A"

BFL Canada Insurance Services Inc
1177 West Hastings Street, Suite 200 Vancouver, B.C. V6E 2K3
Phone No. (604) 669-9600 Fax No. (604) 683-9316
International Insurance Brokers

EVIDENCE OF INSURANCE

This is to certify that insurance has been effected as follows

Named Insured:	Toronto Standard Condominium Corporation No. 1788., Pinnacle International (Bay Street) Plaza Inc., Bay Street Management Inc., Pinnacle Centre One Limited Partnership., Pinnacle International (Bay Street) Ltd., All Registered Owners from time to time and all Registered Mortgagees from time to time secured by any of the lands within Toronto Standard Condominium Corporation No. 1788.
Property Manager:	Bay Street Management Inc.,
Mailing Address:	C/O Bay Street Management Inc - Unit 1 – 33 Bay Street, Toronto, ON M5J 2Z3
Interest Insured:	BUILDING OWNERSHIP INSURANCE POLICY
Risk Location:	16 Yonge Street, Toronto, ON M5E 2A1
Policy Term:	February 28, 2006 TO: February 28, 2007 *(12:01 AM Standard Time)*

Coverage:

PROPERTY	
$ 74,000,000.00	Building – Blanket limit
$ Included	Blanket Bylaws
BOILER & MACHINERY	
$ 74,000,000.00	Direct Damage
$ 100,000.00	Professional Fees
$ 100,000.00	Ammonia Contamination
$ 100,000.00	Expediting Expense
$ 100,000.00	Hazardous Substance
$ 100,000.00	Water Damage
$ Included	Blanket Bylaws

Perils Insured: All risks of direct physical loss or damage $5,000.00 deductible all losses except 3% (minimum $50,000.00) of the Sum Insured deductible for Earthquake Damage; $10,000.00 deductible for Sewer Back-Up & Water Damage; $25,000.00 deductible for Flood Damage;
Replacement Cost/ 90% Co-Insurance on All Property,
Boiler & Machinery Direct Damage
$5,000,

Insurer: Zurich Insurance Company – Policy 8573697

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BFL Canada Insurance Services Inc
1177 West Hastings Street, Suite 200 Vancouver, B.C. V6E 2K3
Phone No. (604) 669-9600 Fax No. (604) 683-9316

International Insurance Brokers

Coverage:	COMMERCIAL GENERAL LIABILITY		
	$	1,000,000.00	Per Occurrence
	$	2,000,000.00	General Aggregate
	$	1,000,000.00	Personal Injury
Deductibles:	$	5,000.00	Bodily Injury/Property Damage
Coverage:	EXCESS LIABILITY		
	$	9,000,000.00	Excess of $1,000,000.00 Primary CGL
	$	9,000,000.00	Aggregate

Exclusions: Data Error, Terrorism, Fungi, Mold, Spores and Asbestos-related Injuries

Insurer: Zurich Insurance Company – Policy 8573697

Corporation Directors & Officers Liability: $1,000,000.00 Issued through Great American Insurance

Remarks: This document contains a clause(s) that may limit the amount payable. The coverage afforded by this Cover Note is subject to the terms and conditions of the policy documents

Dated at Vancouver, B.C.

BFL CANADA INSURANCE SERVICES INC

30 August 2006

AUTHORIZED REPRESENTATIVE

SCHEDULE "B"

The Settlors and Co-Settlor shall each pay the Trustee an initial fee of One Thousand ($1,000.00) Dollars plus GST upon the execution of this Agreement, being an initial "setup" fee of Five Hundred ($500.00) Dollars per condominium corporation and the per annum retainer fee of Five Hundred ($500.00) Dollars payable in advance.

Hereafter, this per annum retainer fee of Five Hundred ($500.00) Dollars shall be payable in advance upon the anniversary date of this Agreement in each year during the term of this Agreement.

In the event the Trustee shall, pursuant to the provisions hereof, administer any insurance proceeds, it shall be entitled to an additional fee, payable in advance of the release of any insurance proceeds held in trust, equivalent to:

(a) one per cent (1 %) of the first Twenty-Five Thousand ($25,000.00) Dollars administered by it.

(b) one-half of one per cent (1/2 of 1 %) of the next Twenty-Five Thousand ($25,000.00) Dollars administered by it.

(c) one-tenth of one per cent (1/10 of 1 %) upon the balance of funds administered by it.

(d) the above fees shall be subject to a minimum charge of One Hundred and Fifty ($150.00) Dollars per claim processed.

(e) the Trustee may levy an additional charge to cover extraordinary time and effort expended in special circumstances, as agreed between the Settlors and the Trustee or Co-Settlor and the Trustee

This fee may be amended from time to time by written notice from the Insurance Trustee to the Settlors and Co-Settlor in accordance with Article 12.00 hereof.

SUCCESS TOWER AT PINNACLE CENTRE
GENERAL RULES AND REGULATIONS

The following rules made pursuant to the Condominium Act, S.O. 1998, as amended (the "Act") shall be observed by all owners and any other person(s) occupying the unit with the owner's approval, including, without limitation, members of the owner's family, his/her tenants, guests and invitees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of the rules and regulations in force from time to time by any owner, or by his/her family, guests, servants, agents or occupants of his/her unit, shall be borne and/or paid for by such owner and may be recovered by the Corporation against such owner.

A. **General Regulations**

1. No owner of any unit 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 fire insurance premiums on any building, or on property kept therein, and no owner shall do or permit anything to be done in his/her unit or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the regulations of the City of Toronto Fire Department, or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.

2. Owners and their families, guests, visitors, servants and agents shall not create or permit the creation or continuance of any noise or nuisance which, in the opinion of the Board or the Building Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners or their respective families, guests, visitors, servants and persons having business with them.

B. **Dwelling Units**

1. Each dwelling unit shall be occupied and used only as a private single family residence and for no other purpose.

2. No immoral, improper, offensive or unlawful use shall be made of any dwelling unit or of the Condominium property. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies having jurisdiction shall be strictly observed.

3. The filming of any movie for commercial purposes in any dwelling unit or on the common elements is prohibited except when authorized by written consent from the Board.

4. No auction sales or events to which the general public is invited shall be allowed in any unit or on the common elements, without the prior written consent of the Board.

5. Each owner shall install, maintain and repair a smoke or similar fire detection device in his/her dwelling unit, provided that such device is approved by the Underwriters' Laboratories of Canada.

6. After using any washing machine, each owner, his/her tenant, guest, servant or agent shall immediately turn off the taps to both the hot and cold water supply.

7. No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her dwelling unit or adjacent common elements. Owners shall immediately report to the Building Manager all incidents of pests, insects, vermin or rodents and all owners shall fully cooperate with the Building Manager to provide access to each dwelling unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the Building.

8. No awnings, shades, screens, enclosures or structures whatsoever shall be erected over the outside of any window, or on any balcony or terrace without the prior written consent of the Board.

9. No outside painting shall be done other than by the Corporation to the exterior of the Building, railings, doors, windows, balconies, terraces or any other part of the property.

10. With the exception of the use of the Sign Units by the owner of the Sign Units, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board, unless as specifically contemplated in the Declaration.

11. Water shall not be left running unless in actual use.

12. 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 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 has, or whose family, guests, visitors, servants or agents have caused such damage.

13. Nothing shall be thrown out of windows or doors of the buildings.

14. Owners shall not overload existing electrical circuits in their units.

15. No storage of any combustible or offensive goods, provisions or materials shall be kept in any unit or the common elements.

16. No mops, brooms, dusters, rugs or bedding shall be shaken from any external window, door or those parts of the common elements over which the owner has exclusive use.

17. With the exception of the Communication Control Units by the owner of the Communication Control Units, no television antenna, aerial, satellite dish, tower or similar structure and similar appurtenances thereto shall be erected on or fastened to any unit, except in connection with a common television cable system supplying service to the building.

18. No articles, fixtures or doormats shall be placed at individual doorways leading into any dwelling unit or in the hallways. No one shall obstruct or permit the obstruction of any entry, passageway, hallway or stairwell which is part of the common elements and any such entry, passageway, hallway or stairwell shall be used only as a means of ingress or egress to and from the Building and the dwelling unit or some other part of the common elements. No one shall place or leave, or permit to be placed or left, anything in the corridor outside unit or in the stairwells.

19. Only seasonal furniture is permitted to be kept on balconies or terraces.

20. No major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher, other common household electrical appliances, and any electrical appliances originally provided by the Declarant shall be installed or used in any unit without the prior written consent of the Board.

21. No noise shall be permitted to be transmitted from one dwelling unit to another. If the Board of Directors determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, than the owner of such unit shall at his/her expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the owner of such dwelling unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the owner shall be liable to the Corporation for all expenses thereby incurred in abating the noise (including reasonable solicitor's fees).

22. No bicycle shall be placed, located, kept or maintained in any dwelling unit or the common elements except in a designated bicycle/storage locker units located in the building.

C. **Garbage Disposal**

1. Loose garbage shall not be deposited in the garbage/recycling room(s). All garbage including newspapers must first be properly bound, packaged or bagged to reduce or eliminate mess and odours within the garbage/recycling room(s).

2. Large containers and bottles shall be left on the floor in a corner of the garbage/recycling room(s). If the size or amounts of such garbage are excessive, owners shall notify the management office and make suitable arrangements for the removal of such garbage.

D. **Security: Controlled Access to Units**

1. No one shall change any lock or locks in a dwelling unit or the common elements or place any additional lock on any door in or to any dwelling unit or the common elements, without first obtaining the written approval of the Board and, if such approval is given, without first providing a key for such changes or additional lock or locks to the Corporation.

2. Prior to leaving the unit for any extended period of time, each resident shall arrange to stop delivery of newspapers and any other deliveries and inform the Building Manager or the superintendent that the resident is on vacation or away from the unit for an extended period of time and that all such deliveries have been suspended. Newspapers and other items delivered to a unit and not picked up after reasonable time may be removed by the Building Manager or the superintendent.

3. If guests are given permission to occupy a dwelling unit during a resident's absence, the Building Manager shall be notified in writing of the name of such guests, dates of occupancy and their automobile licence numbers. No guests will be admitted to the property nor permitted to occupy any dwelling unit unless such information is so provided.

4. The Board of Directors shall have the authority from time to time to restrict the number of building access keys and/or access cards (if any) to unit owners and set policies regarding replacement of such keys and/or cards (if any) from time to time. Each owner shall abide by such policies, as set out by the Board of Directors from time to time.

E. **Moving**

1. Upon moving from a dwelling unit, the owner or occupant vacating the premises shall surrender all of the common element keys, parking and entry cards (if any) in his/her possession or control to the Building Manager and so as to enable these to be passed on to the new resident(s) of the dwelling unit. Purchasers or tenants acquiring a dwelling unit must register with the Building Manager prior to moving in date at which time arrangements will be made for delivery of the common element keys.

2. Furniture and equipment shall be moved in and out of the Building from the loading dock and moving room, and by the elevator designated by the Building Manager or the superintendent for such purpose. The time and date of moving shall be predetermined by arrangements with the Building Manager or the superintendent.

F. **Tenancies**

1. Owners shall ensure that their tenants strictly comply with the provisions governing the use and occupation and leasing of dwelling units set forth in the Declaration. If an owner fails to obtain the statement and covenant from his/her tenant as required pursuant to the Declaration, or fails to ensure his/her own compliance and that of his/her tenants with the requirements of the Condominium Act, the Declaration and the Rules, any person or persons intending to reside in the dwelling unit and common elements shall be considered to be an unauthorized person and entry to the Building or any part of the common elements including the recreational amenities may be expressly denied by the Building Manager until such person(s) and the owner have fully complied with the Act, the Declaration and the Rules.

2. Within 20 days of ceasing to rent his/her dwelling, parking and bicycle/storage locker unit(s), if any, (or within 20 days of his/her being advised that his/her tenant has vacated or abandoned such unit(s), as the case may be) the owner shall notify the Building Manager in writing that the dwelling unit is no longer rented and shall be personally responsible to the Corporation for the return of any keys, identification cards, parking garage entry device (if any) or similar means of identification or access initially provided to such tenant and for any additional costs incurred by the Corporation by reason of the owner's failure to comply with this/her rule.

G. **Pets**

1. No owner or occupant of a residential unit shall maintain, keep or shelter any animal livestock, reptile or fowl other than a household pet. For the purposes of this restriction the term "**household pet**" shall mean caged birds, aquarium fish, one (1) or two (2) domestic cats or one (1) or two (2) domestic dogs unless such animal or pet, in the opinion of the Board, acting reasonably, constitutes an unreasonable interference of the use and enjoyment by other owners of other residential units in this Condominium and as may be provided for in the Declaration, in which event the Corporation may require the pet owner to permanently remove such pet from the property upon two (2) weeks written notice.

2. Any dog(s) or cat(s) must wear a collar with the identification of its owner.

3. No dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time. No breeding of pets for sale shall be carried on in the property.

4. No pet shall be permitted to make excessive noise. For the purpose of this provision "**Excessive Noise**" shall mean noise which is annoying or disturbing to any owner, but nothing herein shall restrict the discretion of the Board of building management.

5. Unless within the confines of a dwelling unit, all dogs and cats shall be kept or held in hand by means of a short lead, leash or chain and this provision shall be applicable to the whole of the common elements whether interior or exterior. Each pet must be transported by the owner thereof to and from the dwelling unit using the service elevator only in the building.

6. No pet shall be permitted to soil or damage any part of the common elements whether by waste, excrement or otherwise, and in the event of same, the owner of the pet shall make good such damage and effect the removal of waste and save harmless the Corporation from any expense in connection therewith.

7. Anyone who keeps a pet on the property contrary to these rules (or any of them) shall within two (2) weeks of receipt of a written notice from the Board or the Building Manager requesting the removal of such pet, permanently remove such pet from the property.

H. **Parking**

1. Each owner, or resident, shall provide the Corporation with the licence numbers of all motor vehicles driven by residents of that particular unit. The registry of such numbers shall be used only for the conduct of Corporation business.

2. All motor vehicles operated by residents or their visitors and parked in the parking garage must be registered with the Building Manager. Residents are required to properly display parking stickers or decals in their vehicles at all times.

3. All moving vans and delivery vehicles are required to register with the Building Manager or the superintendent, the following information:

(a) driver's name
(b) driver's company
(c) licence plate number
(d) name of resident and apartment for delivery
(e) arrival and departure time.

4. No unit owner or occupant shall install, or cause or permit to be installed a garage door, or enclosure of any kind on a parking unit, nor shall any unit owner or occupant enclose, or cause or permit to be enclosed, any parking unit in any manner whatsoever.

5. No motor vehicle, other than a private passenger automobile, motorcycle, stationwagon or family van, shall be parked in any parking unit.

6. Parking is prohibited in the following areas:

(a) fire routes
(b) entranceways, traffic circles, delivery and service areas and any other part of the common elements
(c) parking units other than the parking units specifically designated in the Declaration and in the Management Office for the resident's use.

7. Drivers shall turn on the headlights when entering or driving within the parking garage area.

8. In the event of the mechanical breakdown of a motor vehicle, the owner of such vehicle shall push the vehicle out of any right-of-way and notify the Building Manager or security of the breakdown and remove the motor vehicle as soon as a tow truck can be obtained.

9. No repairs other than minor emergency repairs shall be made to any motor vehicle parked or left standing in any parking unit or upon the common elements.

10. No car washing shall be permitted except in such area as may be specifically designated for the purpose (if any).

11. No owner shall plug in or cause to be plugged into any electrical service, any in-car or block heater.

12. Except for his/her private passenger automobile, no owner or occupant shall store or leave in his/her parking unit any other object, including tires, bicycles, firewood, cans, bottles or containers.

13. No owners shall lease his/her parking unit unless he complies with the requirements of the Act, Declaration, By-Laws, Rules and Regulations from time to time of the Corporation.

14. A motor vehicle shall not be driven on any part of the common elements at a speed in excess of the posted speed nor on any part of the common elements which has not been designated for the passage of motor vehicles.

15. No owner or occupant shall place, leave, park or permit to be placed, left or parked in or upon the common elements or a parking unit any private passenger automobile which, in the opinion of the Board or the Building Manager, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or its potential damage to the property. Upon two (2) weeks' written notice by the Board or the Building Manager, the owner of such vehicle shall be required to attend to his/her vehicle as the circumstances require and as directed by the Board or the Building Manager.

16. No person shall park a motor vehicle in contravention of these Rules in default of which such person shall be liable to be fined or to have his/her motor vehicle towed from the property under city by-laws in which event the Corporation and its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property.

I. **Guest Room**

Each owner, or resident, of this Corporation that requires the use of the guest room shall consult with the Corporation and/or Building Manager, as applicable, to reserve the right to the use of the guest room and the owner or resident shall be obliged to pay to the Corporation, in advance, the sum of $65.00 per night for the use of the guest room.

J. **Joint Rules**

Pursuant to the provisions of Section 59 of the Act, the Corporation shall be a party to a joint set of rules governing the use and operation of the Amenities and all other similar services which are to be shared between and amongst this Condominium and the Adjacent Condominium Corporations or any one of them.

K. **Additional Rules and Enforcement**

In accordance with the Condominium Act, the Board of Directors may pass further rules respecting the use of the common elements and units or any of them to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.

The rules shall be reasonable and consistent with the Act, the Declaration and By-Laws and the owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of owners duly called for that purpose.

The proposed Declarant has a duty, until registration of the Declaration and Description, to effect compliance by occupiers of proposed units with the rules proposed by the Declarant and every person in occupation of a proposed unit has a right to the compliance by every other occupant of a proposed unit with the rules in accordance with the Act.

****

MANAGEMENT AGREEMENT

THIS AGREEMENT made this day of , 200______.

B E T W E E N:

TORONTO STANDARD CONDOMINIUM CORPORATION NO.
(hereinafter called the "**Corporation**")

OF THE FIRST PART

\- and -

●
(hereinafter called the "**Manager**")

OF THE SECOND PART

IN CONSIDERATION of the sum of Two Dollars ($2.00) and of the representations and the mutual covenants and agreements herein, the appointment by the Corporation of the Manager to manage and the acceptance to manage, the Manager and Corporation agree that:

DEFINED TERMS

1. The terms herein shall have ascribed to them the definitions and meanings contained in the *Condominium Act*, S.O. 1998, and the Regulations made thereunder, and amended from time to time (hereinafter called the "**Act**").

TERM OF AGREEMENT

2. The Corporation hereby appoints the Manager to be its sole and exclusive representative and managing agent (subject to the overall control and instructions of the Corporation and subject to the specific provisions of this Agreement), to manage the property for a period of two (2) years, commencing from and as of the date of registration of the Corporation, for the purpose thereof, in the name of the Corporation, to act on its behalf in carrying out the duties of the Manager as herein set out, and to enter into such contracts and agreements in the name of the Corporation as may be necessary in the performance of such duties.

ACCEPTANCE OF APPOINTMENT

3. The Manager hereby accepts such appointment and agrees to manage the property of the Corporation on behalf of the Corporation in a faithful, diligent and honest manner and subject to the direction of the board of directors of the Corporation (hereinafter called the "**Board**").

4. The Manager acknowledges that it is familiar with the terms of the Declaration and By-Laws of the Corporation registered pursuant to the Act and all other rules and regulations presently in force.

MANAGER COVENANTS

5. The Manager in the performance of its duties hereunder shall:

ENFORCEMENT

(a) Upon specific written and lawful instructions and directions from the Board, enforce the terms of the Declaration, By-Laws, and all rules and regulations and any amendments thereto which presently exist or which may hereafter be made and of which the Manager has been notified;

INFORM OWNERS

(b) Forthwith communicate to all owners the text and import of any further by-laws or rules and regulations;

ADVISE BOARD

(c) Advise and consult with the Board with respect to any further by-laws, rules and regulations which, in the opinion of the Manager, ought to be established to further the harmonious and satisfactory operation of the property of the Corporation, for the common benefit of the owners;

OWNERS REGISTER

(d) Prepare and keep current the Corporation's register from information supplied by the Board;

COLLECTION OF MAINTENANCE FEES

(e) Request, demand, collect (short of legal action) and receive all monies payable from time to time by the owners pursuant to the provisions of the Declaration and By-Laws, for the Corporation and deposit the same in a separate account with a Canadian Chartered Bank, loan or trust company, to be opened and maintained by the Manager or as the Board may otherwise from time to time direct in writing. All such monies shall thereafter be used to:

(i) pay all management fees outstanding and make payments of all accounts properly incurred by or on behalf of the Corporation;

(ii) maintain insurance policies in accordance with the provisions of the Declaration and By-Laws, which insurance shall be effected and maintained at the expense of the Corporation. The Manager shall co-operate with the Board in investigating the reporting of all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements; supply evidence of payments of insurance policies to the Corporation and/or any mortgagees, upon written request;

(iii) repair and maintain or cause to be repaired and maintained at the Corporation's expense the common elements according to the appropriate standards of the Corporation, and in accordance with the provisions of the Declaration and the By-Laws, including, without limiting the generality of the foregoing (and subject to the By-laws):

(A) maintenance of outside painted surfaces, outside surfaces of exterior doors leading to common elements, roofs and eavestroughs;

(B) maintain all conduits, ducts, plumbing, sewers, wiring (excluding television cable system and appurtenances thereto) and other facilities for the furnishing of utility services which service more than one unit;

(C) maintain all lawns and landscaped areas, fences, sidewalks, walkways, recreational equipment (if any), driveways and parking spaces;

(D) maintain all electric wires, circuits and lighting fixtures and lighting bulbs, sewer and water pipes in the common elements;

(E). provide for removal of snow; and

(F). maintain such staff as may be required to, at all times, promptly and efficiently carry out its duties hereunder.

For greater certainty, it is understood and agreed that the Manager shall have no responsibility for the maintenance of or repair to units, which are the responsibility of the owners. The Manager shall not be responsible for ensuring that work has been completed in units, for preparing, checking or confirming construction deficiency lists or for otherwise acting as a liaison between owners and the developer of the condominium;

BOOKKEEPING

(f) Open and keep proper and accurate books of account of all the financial transactions involved in the management of the property of the Corporation and entries shall be made therein of all matters as are usually written and entered in books of accounts kept by persons engaged in concerns of a similar nature to that carried on by the Corporation. All books, securities, letters and other things belonging to or concerning the Corporation, and its property, as managed by the Manager, as Manager, shall be kept at such office or offices of the Manager, where the management of the property of the Corporation is carried on. All books and documents connected with the management of the property of the Corporation shall be accessible to the Board and/or the officers of the Corporation, who shall have free and clear access at all reasonable times to inspect, examine and copy them;

ATTEND MEETINGS

(g) The Manager shall, upon notice thereof, delivered not later than forty-eight (48) hours prior to the time of the meeting, attend all meetings of the Board, at which it is proposed to discuss this Agreement or any of the obligations contained herein; provided, however, that if the Manager is required to attend more than two meetings per month of the Board, the Corporation shall pay the Manager as a fee for its attendance at such meetings, the sum of Fifty Dollars ($50.00) per hour for each hour of each meeting in which the Manager is in attendance;

FINANCIAL TRANSACTIONS

(h) Open and keep accurate accounts of the financial transactions involved in the management of the property; and,

STATUS CERTIFICATES AND CERTIFICATES OF STATUS

(i) Prepare and execute status certificates and certificates of status as and from the date of registration of the Corporation. The Manager shall be entitled to retain the statutory fees for the preparation and issuance of the status certificates. Additionally, the Manager shall be entitled to retain a fee of $100.00 (exclusive of G.S.T.) per agreement for the preparation and issuance of certificates of status for the Shared Facilities Agreement, Construction Licence Agreement and any other like or similar agreement(s).

EXCLUDED FROM DUTY

6. The duties of the Manager shall not include the duties of the officers of the Corporation set forth in the By-Laws, except as specifically otherwise provided in this Agreement.

AFFILIATED COMPANIES

7. The Manager may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it (hereinafter called "**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.

BUDGET STATEMENT

8. Upon the registration of the Declaration and thereafter at the beginning of each fiscal year of the Corporation during the term of this Agreement, the Manager shall furnish to the Board, in writing, an estimated budget for the following year setting forth, by categories, the Manager's best estimate of any expenses of the operation of the property for the coming year, including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas and electric rates, and costs of all repairs, renewals, maintenance and supervision of the property. Upon request of the Board or whenever in the opinion of the Manager any change from expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board, a supplementary budget for the remaining portion of the current fiscal year of the Corporation. The Manager will at all times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the owners under the provisions of the Declaration and By-laws. If the Manager is unable to prepare an estimated budget because of the absence of information necessary for such preparation which is to be supplied by the Corporation or by some third person, the Manager shall not be obligated to furnish the estimated budget until thirty (30) days after the receipt of such information. The Manager may authorize expenditures in excess of an amount allotted for a specific matter in the budget approved by the Board if, in the opinion of the Manager, there exists an emergency or insufficient time to obtain the consent of the Board, provided the Manager delivers written notice to the Board of such expenditures within five (5) days of the date on which the particular expenditure was made.

INFRACTIONS AND EMERGENCIES

9. The Manager will at all times keep the Board and all owners advised of the telephone number or numbers at which an agent of the Manager may be reached at any time during normal business hours in respect of any infraction of the Declaration, By-Laws or rules and regulations or at any time during the day or night in respect of any emergency at the property, and the Manager will make arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the property. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or persistent, flagrant or serious violation of the Declaration, By-Laws or rules or regulations. It is understood and agreed by the parties hereto that the Manager shall, in its sole discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

MANAGER'S FEES

10. The Corporation shall pay to the Manager, in advance, on a monthly basis, for its managerial services hereunder during the term of this Agreement, a fee equal to the sum of Thirty-Five Dollars ($35.00) per unit (inclusive of GST), per month, free and clear of all costs incurred for services provided by third parties in the operation of the premises. The Manager shall be entitled to reimbursement for all office expenses (including, but not limited to, any costs relating to facsimile charges, telephone charges and photocopy charges) directly related to this Agreement and the performance of the duties of the Manager under it.

INDEMNIFICATION

11. The Corporation shall:

(a) Except in the case of negligence or wrongful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen, indemnify and save harmless the Manager from and against any and all loss, claims, damages, costs, expenses and liabilities due to or arising out of damage or injury to any person or persons or property in or about or in any way connected with the property of the Corporation, or as a result of any act done, or any failure to do any act in carrying out the management of the property of the Corporation or in following the terms and conditions in this Agreement or any specific instruction or instructions hereafter given, and to defend at the expense of the Corporation, all suits which may be rendered against the Manager on account thereof; provided that nothing contained in this subclause (a) of clause 11 hereof shall release the Manager from any liability to the Corporation in respect of a breach of any of the Manager's covenants contained in this Agreement; and

(b) Deliver to the Manager copies of all by-laws and rules and regulations made by the Corporation or the owner as well as any amendment thereto; and

(c) Direct the address of service for the Corporation be at the office of the Manager.

EXPENDITURE OF MONIES

12. The Manager shall not be required to perform any act or duty hereunder involving the expenditure of money unless the Manager shall have in its possession sufficient funds available therefor. If at any time the funds in the possession of the Manager are not sufficient to pay the charges incident to this Agreement the Manager, although not obligated to, may advance such sums as it deems necessary, and the Corporation agrees in such cases that upon notice thereof by the Manager, the Corporation shall either pay to the Manager the sums necessary to cover such advances together with interest at fifteen percent (15%) per annum from and after (10) days from the date of payment by the Manager or levy a special assessment pursuant to By-Law No. 1 of the Corporation and authorize the Manager to collect the same from the unit owners.

13. The Corporation hereby authorizes the Manager to receive all monies payable under paragraph 5(e) hereof and hereby directs all owners of units within the property from time to time, until otherwise directed by the Corporation through its Board, in writing, to pay all monies herein to and in the name of the Manager.

RIGHT OF ENTRY

14. The Corporation hereby permits the Manager, its servants, agents and independent contractors, to exercise the Corporation's lawful right of entry upon the units. Such entry shall be made at reasonable times and upon reasonable notice to the owner, provided that in the event there shall be, in the opinion of the Manager, an emergency or imminent danger of damage to the common elements (or to the unit in the case of any repairs to be done by the Manager), then the Manager, its servants, agents and independent contractors shall have immediate lawful right of entry to any unit or units without notice.

TERMINATION

15. The Manager may, at its option, terminate this Agreement by giving not less than sixty (60) days written notice to the Corporation, and upon such termination of this Agreement, all obligations of the Manager shall cease and the Corporation shall pay to the Manager any monies due to it up to the date of such termination of this Agreement.

The Corporation may terminate this Agreement upon giving at least sixty (60) days notice in writing to the Manager to such effect.

16. The Manager agrees that it will do no act nor fail to carry out any of its obligations so as to hinder or restrict it in performing its obligations hereunder, nor shall it do anything whosoever which may encumber it, or cause it to become bankrupt or insolvent.

NOTICES

17. All notices required or permitted to be given hereunder shall be sufficiently given:

(a) to the Corporation, if signed by or on behalf of the party so giving notice hereunder, and delivered or mailed by prepaid registered post to the Corporation at the address for service set out in the Declaration or at such other address as the Corporation may from time to time designate by written notice pursuant hereto;

(b) to the Manager, if signed by or on behalf of the party so giving notice hereunder, and delivered or mailed by prepaid registered post to the Manager: Pinnacle Centre, 33 Bay Street, Toronto, Ontario M5J 2Z3, with a copy to: c/o Pinnacle International, 911 Homer Street, Suite 300,Vancouver, BC V6B 2W6 Attention: President, or at such other address as the Manager may from time to time designate by written notice pursuant hereto.

All such notices shall be deemed to have been received on the business day next following the date of such mailing.

FURTHER ASSURANCES

18. Each of the parties hereto shall make, do and execute or cause to be made, done and executed all such further and other things, acts, deeds, documents, covenants and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectually.

SUCCESSORS AND ASSIGNS

19. This Agreement and every term, covenant and condition herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective corpora… seals to be affixed, attested by the hands of their proper officers in that capacity duly authorized.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.

Per: ______________________________

Name:
Title: President
I have authority to bind the Corporation
A.S.O.

Per: ______________________________

Name:
Title: Secretary
I have authority to bind the Corporation
A.S.O.

Per: ______________________________

Name:
Title:
I have authority to bind the Corporation
A.S.O.

APPROVED AS TO FORM

For ANNA KINASTOWSKI
City Solicitor

(2200-700-2923.05)

DAYCARE FACILITY

AND

EQUIPMENT AND FURNISHINGS LEASE

This lease is dated for reference as of October 18, 2006:

AMONG:

PINNACLE INTERNATIONAL (BAY ST.) LTD.
(the "Landlord")

OF THE FIRST PART

- and –

YMCA OF GREATER TORONTO
(the "Tenant")

OF THE SECOND PART

- and –

CITY OF TORONTO
(the "City")

OF THE THIRD PART

RECITALS

A. The Landlord is the developer of the World Trade Centre Lands. As required by an agreement dated as of July 15, 1998 among City of Toronto, The Toronto Harbour Commissioners, Royal Trust Corporation of Canada and the Standard Life Assurance Company registered August 26, 1998 as Instrument No. CA557775, as amended by an agreement registered on June 21, 1999 as Instrument No. CA608072 and by an agreement registered on March 10, 2005 as Instrument No. AT750764 (collectively, the "**Master Daycare Agreement**"), as of the Commencement Date of this Lease, the Landlord shall have constructed, finished, furnished and equipped a daycare facility located at 12 Yonge Street, Toronto.

B. The Landlord has agreed to lease this daycare facility and all associated equipment, fixtures, furnishings and specified parking to the Tenant in accordance with the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the sum of $1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged), the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Lease the following terms will have the following meanings:

"Acceptable Standards" means the following:

(a) with respect to any equipment, device, apparatus or system: in accordance with the standards specified by its manufacturer/supplier and in compliance with all applicable laws, regulations and by-laws to ensure efficient and safe operation for its intended purpose;

(b) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards of a prudent owner; and

(c) with respect to any landscaped area: appearing to be properly cultivated and tended at all times, and only non-toxic planting material shall be used.

"Advisory Committee" shall have the meaning assigned to it in section 4.5 of this Lease.

"Applicable Laws" means all statutes, laws, by-laws, regulations, ordinances, orders, guidelines, standards and requirements of governmental or other public authorities having jurisdiction, and all amendments thereto, at any time and from time to time in force.

"Business Hours" means the hours from 7:30 a.m. to 7:00 p.m. Monday to Friday, inclusive, excepting holidays [as defined in the Interpretation Act (Ontario)]. The Daycare Facility may occasionally be used outside these hours if used for one of the Permitted Uses.

"City" means the City of Toronto and its successors and assigns.

"World Trade Centre Lands" means the lands generally described as the lands bounded on the north by the Gardiner Expressway, on the east by Yonge Street, on the south by Harbour Street and on the west by Bay Street which are currently owned (or which have been owned and developed into a Residential Condominium) by the Landlord.

"Commencement Date" means January 15, 2007 or such other date as may be determined by the parties.

"Commercial/Retail Space" means the lands and premises adjoining the Premises to the west.

"Daycare Centre" means the non-profit children's daycare centre licensed under the Day Nurseries Act (Ontario) operated by the Tenant at the Premises accommodating at least 52 children.

"Daycare Corporation" means a corporation without share capital, whose members shall include each parent or parents whose child or children are enrolled in the Daycare Centre, one person who is a corporate officer of the Landlord or any employee of the Landlord, who shall represent the employers of a parent or parents whose child or children are enrolled in the Daycare Centre.

"Employee Parking Spaces" means Units • and • on Level •, Toronto Standard Condominium Corporation No. • or such other three (3) parking spaces in the vicinity of the Premises designated by the Landlord, acting reasonably. The Landlord shall notify the Tenant and the City of the unit, level and condominium number promptly following registration of the Condominium Plan.

"Equipment and Furnishings" means the equipment, fixtures, furnishings and appliances installed in or supplied to the Premises by the Landlord from time to time as required by the Master Daycare Agreement, a preliminary list of which is attached as Schedule "D".

"Equipment and Furnishings Lease" means the lease by the Landlord to Tenant of the Equipment and Furnishings as provided herein.

"Landlord's Address" means Suite 300, 911 Homer Street, Vancouver, British Columbia, V6B 2W6, or such other address as is designated by the Landlord from time to time.

"Landlord Costs" means all costs relating to construction, finishing, furnishing and equipping the Daycare Centre in accordance with plans and specifications approved by the City and in compliance with the Master Daycare Agreement and all costs associated with owning, operating, insuring, maintaining, repairing, improving and replacing the Premises, Equipment and Furnishings from time to time during the Term as provided in this Lease.

"Land Titles Office" means the Land Titles Division of the Toronto Registry Office.

"Lease" means this Daycare Facility and Equipment and Furnishings Lease, as from time to time amended by written agreement among the parties.

"Master Daycare Agreement" means, collectively, the agreement dated as of July 15, 1998 among City of Toronto, The Toronto Harbour Commissioners, Royal Trust Corporation of Canada and the Standard Life Assurance Company registered August 26, 1998 as Instrument No. CA557775, as amended by an agreement registered on June 21, 1999 as Instrument No. CA608072 and by an agreement registered on March 10, 2005 as Instrument No. AT750764.

"Minimum Rent" means the sum of Two Dollars ($2.00).

"Notice" means any notice, statement or request herein required or permitted to be given by either party to the other pursuant to this Lease and shall be in writing and, if to the Landlord, addressed to the Landlord at the Landlord's Address and, if to the Tenant, addressed to the Tenant at the Tenant's Address. Each notice shall be either hand delivered or mailed by registered post and the date of receipt of such notice shall be deemed to be the date of such hand delivery or in the case of registered mail the earlier of: (a) the date received or (b) the fifth business day following such mailing.

"Permitted Operators" means collectively a Community College or an agency of a Community College, the City or an agency of it, a corporation which operates one or more daycare centres on a non-profit basis, or the Daycare Corporation.

"Permitted Use" means for the purpose of a non-profit children's daycare centre licensed under and operated in accordance with the Day Nurseries Act (Ontario) and all other Applicable Laws and for the purpose of conducting meetings, hosting community events, babysitting or other childcare services, special events, inspecting, operating, maintaining and repairing the Daycare Centre and for all other purposes relating to or incidental to the operation of the Daycare Centre and for no other use whatsoever.

"Premises" means the premises located on the lands legally described in Schedule "A" and illustrated on Schedule "B". In addition, the Premises shall include the three Employee Parking and Bicycle Spaces and easement rights for parking purposes relating to the Temporary Parking Spaces as described in section 2.13.

"Prime Rate" the rate of interest, per annum, from time to time publicly quoted by HSBC Bank Canada as the reference rate of interest (commonly known as its "prime rate") used by it to determine rates of interest chargeable in Canada on Canadian dollar demand loans to its commercial customers.

"Residential Condominium" means each residential condominium developed and registered by the Landlord on the World Trade Centre Lands (either registered as of the date hereof or registered at any date in the future during the Term by the Landlord or any successor or assign of the Landlord). The Landlord shall promptly notify the Tenant and the City of the Condominium numbers following registration of each Residential Condominium.

"Residential Condominiums" means all of such condominium corporations.

"Rules and Regulations" means the rules and regulations made by the Landlord from time to time pursuant to this Lease, a draft of which are attached as Schedule "C".

"Stipulated Rate" the rate of interest per annum that is the lesser of (a) five percentage points more than the Prime Rate, and (b) the maximum rate permitted by law.

"Temporary Parking Spaces" means the Temporary Parking Spaces which may be used for drop off and pick up purposes as described in section 2.13.

"Tenant" means YMCA of Greater Toronto and its successors and assigns.

"Tenant's Address" means 42 Charles Street East, Toronto, Ontario M4Y 1T4, or such other address as is designated by the Tenant from time to time.

"Tenant Costs" means the costs and expenses relating to the daily operation of the Daycare Centre such as costs relating to the employment of qualified staff, supplies for daily operation, the repair and replacement obligations under section 2.6(b), and insurance required by section 5.3.

"Term" means 25 years beginning on the Commencement Date.

"Termination Date" means the last day of the Term of this Lease, subject to earlier termination by the Landlord and/or the City in accordance with the provisions of this Lease.

"Unavoidable Delay" means any cause beyond the control of the party affected thereby which prevents the performance by such party of any obligation hereunder and not caused by its default or act of commission or omission and not avoidable by the exercise of reasonable care, including without limitation inclement weather, strikes, lockouts or other labour disputes, the enactment, amendment or repeal of any Applicable Laws, and shortages or unavailability of labour or materials, but excluding lack of funds or financial inability.

ARTICLE 2
TERMS OF THE LEASE

2.1 Lease of Premises and the Equipment and Furnishings

In consideration of the covenants and agreements expressed in this Lease and payment of Minimum Rent by the Tenant to the Landlord (receipt and sufficiency of which is hereby acknowledged), the Landlord hereby leases the Premises and Equipment and Furnishings to the Tenant, to have and to hold during the Term upon the conditions contained in this Lease. The Tenant covenants to observe and perform all the covenants and provisions to be observed and performed by the Tenant pursuant to this Lease.

2.2 Term

The Term of this Lease shall be 25 years beginning on the Commencement Date and expiring on the 25th anniversary thereof.

2.3 Use or Occupancy Prior to Commencement Date

If the Tenant for any reason uses the Premises in any manner prior to the Commencement Date, then during such period the Tenant shall be a tenant of the Landlord and shall be subject to the same covenants and agreements as are contained in this Lease.

2.4 Overholding by Tenant

If the Tenant remains in possession of the Premises after the end of the Term without the execution and delivery of a new lease, then there shall be no implied renewal and the Tenant shall be deemed to be occupying the Premises as a tenant from month to month upon the same terms and conditions as are set forth in this Lease insofar as the same are applicable to a month to month tenancy.

2.5 Landlord's Obligations prior to the Commencement Date

Prior to the Commencement Date, the Landlord covenants and agrees to construct, finish, furnish and equip the Daycare Centre in accordance with plans and specifications approved by the City and in compliance with the Master Daycare Agreement and all Applicable Laws relating to daycare facilities so that the Tenant may begin operation of the Daycare Centre as of the Commencement Date. In this regard, the Landlord agrees as follows:

(a) The Landlord agrees that the Daycare Centre shall accommodate at least 52 children (including infants, toddlers and pre-schoolers together with necessary staff) and it shall comprise not less than 625 square metres of interior space and not less than 292 square metres of exterior space, including storage.

(b) The plans and specifications relating to the Daycare Centre prepared by the Landlord and approved by the City shall comply with the following criteria:

(i) exterior space shall be adjacent to interior space;

(ii) location at grade or second floor level;

(iii) acceptable wind and sunlight conditions;

(iv) acceptable noise and air quality levels;

(v) acceptable security provisions;

(vi) direct access from the Daycare Centre to grade level;

(vii) fully accessible to the disabled; and

(viii) meets all other licensing criteria that may be established.

(c) The Landlord, in consultation with the Tenant, shall equip, fixture, furnish and finish the Daycare Centre in accordance with plans and specifications approved by the City including the following: floor, wall and ceiling finishes; partitions and cupboards; playroom, playground, bathroom, kitchen and staff facilities; electrical, communications, plumbing, heating and air conditioning systems; landscaping, outdoor playground installations; and, all other fixtures, supplies, furniture and equipment for the proper operation of the Daycare Centre;

(d) Without limiting the generality of the foregoing, the Landlord shall provide at its expense all supplies, equipment and furnishings that are required by the Tenant, acting reasonably, so that, on the Commencement Date, the operation of the Daycare Centre may be commenced by the Tenant without additional expenditure or cost.

(e) As required by the Master Daycare Agreement, the Landlord shall pay to the Tenant Thirty Thousand Dollars ($30,000.00) increased from December 31, 1986 to the date of payment at the rate of monthly percentage increases, if any, in the Consumer Price Index (All Items) ("CPI") for the same period. Such amount shall be payable to the Tenant on the Commencement Date.

(f) The Landlord agrees to coordinate a meeting among the Tenant, property manager and board of directors of each Residential Condominium located on the World Trade Centre Lands for the purpose of introducing the Tenant and explaining the rules, procedures and protocols relating to the use and operation of the Daycare Centre.

2.6 Equipment & Furnishings Lease

The Landlord hereby leases to the Tenant the Equipment and Furnishings listed in Schedule "D" in exchange for payment of the Minimum Rent (receipt and sufficiency of which is hereby acknowledged), on the following terms and conditions:

(a) All Equipment and Furnishings installed in the Daycare Centre from time to time by the Landlord shall be governed by this Lease.

(b) With the exception of major appliances, the Tenant shall maintain and repair the furnishings and equipment that are installed and located in the Daycare Facility and shall promptly replace them when it is not feasible to repair them. Notwithstanding that they are installed in the Daycare Facility, any replacements of the aforesaid furnishings and equipment or any of them are to remain the property of the Tenant.

(c) All Equipment and Furnishings installed in or supplied to the Daycare Centre from time to time by the Landlord shall not be removed by the Tenant and shall remain the property of the Landlord.

(d) The fixtures installed in the Daycare Facility shall continue to be owned in reversion by the Landlord and may not be removed by the Tenant.

(e) Any furnishings or equipment installed by the Tenant, at its sole cost and expense, shall remain the property of the Tenant and shall be subject to the provisions of section 2.7.

(f) Notwithstanding any other term or provision of this Lease, the Tenant agrees to reimburse the Landlord for all costs and expenses incurred by the Landlord relating to any damage to the Equipment and Furnishings caused by the negligent act or omission of the Tenant (or those for whom the Tenant is responsible in law), provided that the onus to establish such negligence shall be on the Landlord.

(g) The Tenant acknowledges and agrees that some or all of the Equipment and Furnishings may be leased by the Landlord. In this event, all obligations of the lessee pursuant to any capital lease relating to any part of the Equipment and Furnishings shall be for the account of the Landlord.

2.7 Installation and Removal of Fixtures, Furniture and Equipment by the Tenant

The Tenant may, with the prior approval of the Landlord, not to be unreasonably withheld, install at its expense partitions, lighting, plumbing and mechanical improvements and fixtures, furniture and equipment of a type usual for the Permitted Use provided the Tenant does not damage or impair the structure, the suspended ceiling or any heating, ventilating, air conditioning, plumbing, electrical or mechanical systems of the Premises. Upon the Termination Date, the Tenant shall have the right, if not in default, to remove all its trade fixtures, furniture and equipment (provided it shall be required to demonstrate to the Landlord that same is its property and not that of the Landlord), making good at the Tenant's expense any damage caused by such removal, and the Tenant shall vacate and surrender the Premises to the Landlord in good condition, reasonable wear and tear excepted. All property of the Tenant remaining upon the Premises after the termination of the tenancy shall be deemed to have been abandoned by the Tenant in favour of the Landlord and may be disposed of by the Landlord at its discretion without prejudice to the rights of the Landlord to claim damages from the Tenant for failure to remove the same.

2.8 Predelivery Inspection

The Tenant shall examine the Premises and Equipment and Furnishings before taking possession and, except as set out in a Notice from the Tenant to the Landlord to be given within 30 days of the Commencement Date, and except for any latent or inherent defects, occupancy by the Tenant of the Premises shall be conclusive evidence that, as of the Commencement Date, the Landlord has complied with its obligations as expressed in section 2.5.

2.9 Obligations of the Landlord after the Commencement Date

During the Term of this Lease, the Landlord covenants and agrees to provide the following, at the Landlord's sole cost and expense:

(a) Subject to the Tenant's obligations under section 2.6(b), the Landlord shall maintain and repair the Premises and Equipment and Furnishings in accordance with Acceptable Standards.

(b) Without limiting the generality of the foregoing and subject to the Tenant's obligations under section 2.6(b), the Landlord shall maintain, repair and replace (when necessary) the following: heating, ventilation, air conditioning, mechanical and electrical systems serving the Premises; doors and windows; major appliances; building structure of the Premises; outdoor play areas, equipment and surfaces; interior play areas, equipment and surfaces; sidewalks serving the Premises; and all other areas, facilities, equipment, furniture, fixtures, structures and services which form part of the Premises.

(c) The Landlord shall provide once per day cleaning and caretaking services for the Premises substantially in accordance with the cleaning specifications set out in Schedule "E".

(d) During the winter months, the Landlord shall ensure that sidewalks serving the Premises are kept free and clear of snow and ice.

(e) During the winter months, the Landlord shall ensure that the outdoor play area is kept clear of snow and ice from time to time.

(f) The Landlord's cleaning, maintenance and repair obligations with respect to the Premises shall be coordinated by a professional property manager engaged by the Landlord for this purpose.

(g) In addition to heating and air conditioning, the Landlord shall supply or arrange for the supply of hydro, water and gas service to the Premises and the Landlord shall pay for the cost of these utilities consumed by the Premises. The Landlord shall supply or arrange for the supply of telephone, cable television and internet service to the Premises; however, the cost of these services consumed by the Premises shall be for the account of the Tenant.

(h) Subject to the Tenant's obligations under section 2.6(b), the Landlord shall redecorate the Premises when required from time to time as a result of normal wear and tear in connection with the Permitted Use, as determined by the Landlord, acting reasonably.

(i) As provided in Article 5, the owner shall arrange for the Premises and Equipment and Furnishings to be properly insured during the Term pursuant to an all-risks replacement cost policy in a form and with limits approved by the City.

(j) In connection with its construction, installation, operation, maintenance and repair of the Premises and Equipment and Furnishings, the Landlord shall comply with all Applicable Laws relating to daycare facilities. In this regard, the Landlord covenants and agrees to make all alterations to the Premises and Equipment and Furnishings (other than the provision of additional space) that may become necessary for the Daycare Centre to comply with all Applicable Laws. Notwithstanding the foregoing, the Landlord shall not be liable for ensuring that the daily operation of the Daycare Centre complies with all Applicable Laws, which compliance shall be the sole responsibility of the Tenant.

(k) As soon as possible after the Commencement Date, the Tenant shall organize the Advisory Committee referenced in section 4.5 in consultation with the Landlord.

2.10 Vacant Possession

Vacant possession of the Daycare Facility will be given to the Tenant of the Daycare Facility on or before the Commencement Date.

2.11 Taxes

During the Term, the Landlord shall pay all taxes and levies of every kind relating to the Premises, including without limiting the generality of the foregoing, realty taxes, local improvement charges and business taxes, if any, for which the Tenant may be liable relating to the operation of the Daycare Centre.

2.12 Alterations by the Landlord

At any time and from time to time during the Term of this Lease, the Landlord may:

(a) temporarily obstruct or close off any part of the Premises for the purpose of maintenance, repair, replacement and/or construction of the Premises, Commercial/Retail Space or Residential Condominium; and/or

(b) modify, alter, relocate or reconstruct any boundary, wall, ceiling, floor or partition or any heating, ventilation, air conditioning, mechanical or electrical systems serving the Premises for the purpose of maintenance, repair, replacement and/or construction of the Premises, Commercial/Retail Space or Residential Condominium.

The Tenant acknowledges and agrees that the Landlord shall have no responsibility or liability for consequential damages, costs, expenses or inconvenience incurred by the Tenant in the event that any facilities or services supplied to the Premises are temporarily interrupted by the

Landlord as a result of any maintenance, repair, replacement and/or construction contemplated by this section or as a result of any event beyond the Landlord's control. The Landlord covenants and agrees to use its reasonable best efforts to perform alterations which are disruptive to the operation of the Daycare Centre outside the normal operating hours of the Daycare Centre, except in the event of an emergency.

2.13 Access and Parking

The leasehold interest created by this Lease shall have appurtenant to it an easement providing the Tenant, its officers and employees, children enrolled in the Daycare Centre, and their parents or others having custody of them, with the right of ingress to and egress from the Daycare Facility from the nearest public street to the Daycare Facility as well as passage over or through World Trade Centre Lands as is appropriate in the circumstances. The easement shall be made for a nominal consideration, and shall be in a form and have a content which is satisfactory to the City Solicitor.

With respect to parking, the Premises shall have the benefit of exclusive use of three lay-by parking spaces which form part of the common elements of the Residential Condominium designated as Part ●_____ on Plan 66R-●, for the purpose of dropping off and picking up children attending the Daycare Centre only. This right is to be created on registration of the declaration for the Residential Condominium. The Landlord shall notify the Tenant and the City of the proper description of the lay-by parking spaces promptly following registration of the Residential Condominium.

As referenced in the definition of "Premises" the Landlord also hereby leases to the Tenant the three (3) Employee Parking Spaces and one (1) bicycle parking space at no cost which may be used by employees of the Tenant. The Tenant acknowledges and agrees that the Landlord shall have the right to change the location of the Employee Parking Spaces from time to time during the Term to an alternate location in the vicinity of the Premises designated by the Landlord, acting reasonably.

2.14 Landlord's Covenant for Quiet Enjoyment

Provided the Tenant continuously performs all its obligations under this Lease, the Tenant shall, subject to the terms and conditions of this Lease, have the right to peaceably possess and enjoy the Premises throughout the Term without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under the Landlord.

2.15 Master Daycare Agreement

The parties acknowledge and agree that this Lease and the Tenant's occupancy of the Premises shall, at all times during the Term be subject to and comply with the Terms and conditions of the Master Daycare Agreement. In this regard, the Tenant acknowledges having received and reviewed a copy of the Master Daycare Agreement. In the event of any conflict or inconsistency between this Lease and the Master Daycare Agreement, then the Master Daycare Agreement shall govern.

ARTICLE 3
USE AND OCCUPANCY OF THE PREMISES

3.1 Permitted Use

The Tenant shall use the Premises solely for the Permitted Use and the Tenant shall not use or permit the Premises or any part thereof to be used for any other purpose.

3.2 Operating Name

The Tenant shall carry on business under the operating name of "YMCA of Greater Toronto" and under no other name or style unless approved in writing by the Landlord.

3.3 Covenant to Open and Operate

The Tenant shall open the Premises for business on the Commencement Date. During the Term, the Tenant covenants and agrees to continuously operate, occupy and utilize the entire Premises for the Permitted Use and shall diligently conduct its business therein. The Tenant acknowledges that the Landlord and the City are executing this Lease in reliance upon the Tenant's covenant contained in this section and that such covenant is a material element inducing the Landlord and the City to execute this Lease.

3.4 Due Care

The Tenant covenants and agrees to exercise due care with respect to its use of the Premises and Equipment and Furnishings and its operation of the Daycare Centre. The Tenant covenants and agrees to reimburse the Landlord for all costs and expenses incurred by the Landlord as a result of or incidental to any negligent act or omission of the Tenant (or anyone for whom the Tenant is responsible in law).

3.5 Hours of Operation

The Tenant shall operate the daycare facility only during Business Hours. However, for greater certainty, the Tenant (and its employees, contractors, authorized agents and invitees) shall have access to and use of the Premises outside of Business Hours for the purpose of conducting meetings, hosting community events, babysitting or other childcare services, special events, inspecting, operating, maintaining and repairing the Daycare Centre and for all other purposes relating to or incidental to operation of the Daycare Centre. The Tenant shall be responsible for any additional costs arising out of or attributable to Tenant's use outside of Business Hours including but not limited to utility charges and additional cleaning and maintenance services.

3.6 Awning and Signs

The Tenant shall not erect, install or maintain any awning or sign (inside or outside of the Premises) without the prior written consent of the Landlord.

3.7 Compliance with Rules and Regulations

The Tenant shall comply with the Rules and Regulation attached as Schedule "C". The Landlord shall have the right from time to time during the Term to amend the Rules and Regulations to promote the proper function of the Daycare Centre and its relationship with the Residential Condominium and Commercial/Retail Space.

3.8 Overloading

The Tenant shall not overload any floor of the Premises or bring any equipment or fixtures into the Premises that, by reason of their weight, use or size, might damage or endanger the structure of the Premises or the Equipment.

3.9 Remedial Action

It the Tenant is in breach of any provision of this Lease, the Landlord may, in addition to any other remedies that it may have pursuant to this Lease or in law enter the Premises and take all remedial action as is necessary to remedy any breach and repair any damage caused thereby. The Tenant shall promptly reimburse the Landlord for all costs and expenses incurred in this regard.

3.10 Garbage Disposal

The Tenant agrees to comply with the Rules and Regulations imposed from time to time by the Landlord and the Residential Condominium relating to garbage disposal and recycling. In this regard, the Daycare Centre shall use the garbage, storage and recycling rooms identified as Unit ●_, Level ●___ of the Residential Condominium. The Landlord shall notify the Tenant and the City of the proper unit and level numbers of the garbage storage and recycling rooms promptly following registration of the Residential Condominium.

3.11 Waste and Nuisance

The Tenant shall use its reasonable best efforts to prevent any waste or damage to the Premises or Equipment and Furnishings. The Tenant shall use its reasonable best efforts to ensure that the Permitted Use does not constitute a nuisance to the residents of the Residential Condominium or tenants of the Commercial/Retail Space provided, however, that the parties acknowledge and agree that a reasonable volume of noise from the operation of the Daycare Centre is expected and will not constitute a nuisance.

ARTICLE 4
OPERATION OF THE DAYCARE CENTRE

4.1 General

In operating the Daycare Centre during the Term, the Tenant acknowledges and agrees as follows:

(a) The Tenant shall operate the Daycare Centre in compliance with all Applicable Laws from time to time relating to the operation of daycare facilities.

(b) The Tenant shall operate and conduct its business in an up-to-date, first-class and reputable manner, providing the highest possible level and quality of customer service.

(c) The Tenant acknowledges that no material change in the nature or character of the business carried on by the Tenant in or from the Premises or in the quality of the services provided by the Tenant shall be permitted without the prior written consent of the Landlord.

(d) After a reasonable start-up period of approximately six months, the Tenant shall use its reasonable best efforts to operate the Daycare Centre at its licensed capacity at all times during the Term.

4.2 Governmental Assistance

The Tenant covenants and agrees to make application for all available government assistance, grants and/or subsidies available from time to time from municipal, provincial or federal governmental agencies to be applied against costs which are the Landlord's obligation pursuant to this Lease. All funds received by the Tenant in this regard shall be remitted to the Landlord or used to fund the Landlord's obligations pursuant to this Lease; provided, however, that any failure of the Tenant to comply with its obligations pursuant to this section shall not diminish any responsibilities of the Landlord pursuant to this Lease.

4.3 Operation on a Non-Profit Basis

The parties acknowledge and agree that the Daycare Centre shall be operated on a "non-profit" basis.

Subject to the Tenant's obligations in section 2.6(b), and as provided elsewhere in this Lease, all costs associated with owning, operating, insuring, maintaining, repairing, improving and replacing the Premises and Equipment and Furnishings from time to time during the Term shall be for the account of the Landlord and are referred to herein as "Landlord Costs".

All costs and expenses relating to the daily operation of the Daycare Centre such as costs relating to the employment of qualified staff, supplies for daily operation, the repair and replacement obligations under section 2.6(b), and insurance required by section 5.3 shall be for the account of the Tenant and are referred to herein as "Tenant Costs".

With respect to Tenant Costs, the parties acknowledge and agree that such costs shall be funded through the collection of fees from users of the Daycare Centre and other funding sources available to the Tenant such as government assistance, grants and/or subsidies from municipal, provincial or federal governmental agencies. As mentioned above, the Daycare Centre shall be operated on a non-profit basis and, consequently, Tenant Costs shall be allocated among the users of the Daycare Centre on a non-profit basis.

4.4 Tenant's Financial Statements

Each year during the Term on or before that date which is six (6) months after the anniversary of the Commencement Date, the Tenant acknowledges and agrees that it shall provide its financial statements relating to the operation of the Daycare Centre to the City which statement shall be in a form and with a content as may be required by the City, acting reasonably, and in consultation with the City's Deputy City Manager and Chief Financial Officer, or his/her successor, or his/her designate from time to time.

4.5 Advisory Committee

The parties acknowledge and agree that, forthwith after the Commencement Date, an advisory committee shall be established for the purpose of regular consultation with the Tenant during the term regarding operation of the Daycare Centre (the "Advisory Committee"). The Advisory Committee shall comprise at least seven (7) members (or such greater number as the Tenant, after consultation with the City, considers to be appropriate). The members of the Advisory Committee shall include a corporate officer of the Landlord or any employee of the Landlord (whose selection is first approved of by the City, acting reasonably), a representative of the City (if requested by the City), and at least four (4) parents whose children are enrolled in the Daycare Centre from time to time.

The function of the Advisory Committee shall be to discuss all issues relevant to the operation of the Daycare Centre and to make recommendations with respect to such issues to the Tenant. The parties acknowledge and agree that the hiring, supervision and discipline of staff at the Daycare Centre during the Term shall be the sole responsibility of the Tenant.

ARTICLE 5
INSURANCE AND LIABILITY

5.1 Landlord's Insurance

The Landlord shall carry such insurance with such deductibles and exclusions for the account and benefit of the Landlord as would a prudent owner of a similar daycare facility, from time to time considers useful, expedient or beneficial. Such insurance shall include, subject to availability on a commercially reasonable basis, insurance under an all risks replacement cost policy covering all of the Premises, fixtures, Equipment and Furnishings. All policies of insurance carried by the Landlord with respect to the Premises and Equipment and Furnishings shall be in form and substance satisfactory to the City, acting reasonably.

5.2 Landlord's Policy

No insurable interest is conferred upon the Tenant under policies carried by the Landlord and the Tenant shall have no right to receive any proceeds of insurance from policies carried by the Landlord. The Landlord shall in no way be accountable to the Tenant regarding the use of any insurance proceeds to repair or restore that which was insured except to the extent provided herein. If the Tenant desires to receive indemnity by way of insurance for its property, the Tenant shall insure same for its own account and shall not look to the Landlord for reimbursement or recovery in the event of loss or damage.

5.3 Tenant's Insurance

The Tenant shall keep in force during the Term at its own expense the following:

(a) comprehensive general liability insurance, including Tenant's legal liability insurance in respect of the Premises, in an amount not less than five million dollars ($5,000,000), or such greater amount as may be standard from time to time for the Permitted Use, in respect of injury to or death of one or more than one person, and for damage to property, regardless of the number of claims arising as a result of any one occurrence; and

(b) such other insurance as the Landlord may reasonably require from time to time with respect to the Premises and Equipment and Furnishings and operations of the Tenant.

Tenant's insurance policies shall be in a form satisfactory to the Landlord acting reasonably and be placed with good and responsible insurers licensed to do business in Canada and shall exclude the exercise of any claim of the insurer, whether by subrogation or otherwise, against the Landlord and against those for whom the Landlord is in law responsible. Subject to the obligations of the Landlord to insure hereunder, all such insurance shall be primary insurance and shall not call into contribution any insurance carried by the Landlord. All policies of comprehensive general liability insurance shall contain a severability of interest clause and a cross-liability clause as between the Landlord and the Tenant. All policies shall contain a provision requiring that at least 30 days written notice be given to the Landlord by the insurer prior to cancellation or expiry, and the Tenant shall obtain undertakings from all insurers to that effect. Upon request of the Landlord, the Tenant shall deliver certificates of insurance to the Landlord in a form acceptable to the Landlord. Receipt by the Landlord of certificates of insurance from the Tenant shall in no way act as confirmation by the Landlord that the Tenant's insurance complies with the terms of this Lease or be construed as a waiver with regard to the Tenant's obligations to insure. If the Tenant fails to perform its obligations pursuant to this section, then the Landlord may effect such insurance on behalf of the Tenant and all of the Landlord's costs shall be paid by the Tenant to the Landlord. The Tenant may effect such insurance under its blanket policy provided it complies with this section.

5.4 Premium Increases and Cancellation

The Tenant shall promptly comply with all reasonable requirements of the Landlord's insurance underwriters regarding the use and occupation of the Premises, and the Tenant shall not do, omit, or permit to be done or omitted anything which shall cause any insurance premium with respect to the Premises to be increased, or which may cause any policy of insurance to be cancelled. Notwithstanding the foregoing, the provisions of this section shall not apply to the normal use of the Premises for the Permitted Use.

5.5 Limitation of Landlord's Liability

Except to the extent caused or contributed to by the negligent or wilful acts or omissions of the Landlord and those for whom in law it is responsible, the Landlord shall not be liable or responsible in any way for any death or any injury of any nature whatsoever that may be suffered or sustained by the Tenant or any employee, agent or customer of the Tenant, any user of the Daycare Centre or any other person who may be upon the Premises, or for any loss or damage or injury to property belonging to the Tenant or its employees or to any other person while such property is on the Premises. Without limiting the generality of the foregoing, the Landlord shall not be liable for any damage or damages of any nature whatsoever to persons or property on the Premises caused by explosion, fire, theft or breakage, by sprinkler, drainage or plumbing systems, by failure for any cause to supply adequate drainage or snow or ice removal, by the interruption of any public utility or service, by steam, gas, water, rain, snow or other substances leaking, issuing or flowing into any part of the Premises, or by anything done or omitted to be done by any tenant, occupant or person in the Commercial/Retail Space or Residential Condominium. In addition, the Landlord shall not be liable for any loss or damage for which the Tenant is required to insure pursuant to section 5.3 or otherwise insures against.

5.6 Cross Indemnification

Except to the extent caused or contributed to by the negligent or wilful acts or omissions of the Landlord or its employees, invitees, contractors, agents and others for whom in law it is responsible, the Tenant shall indemnify and, upon request, defend the Landlord against and from all loss, costs, claims or demands, including fees, in respect of any injury, loss or damage, against and from any act, omission or neglect by the Tenant or those for whom the Tenant is at law responsible and against and from any breach by the Tenant of any provision of this Lease. The Landlord covenants to indemnify and hold harmless the Tenant from and against any and all claims, actions, demands, liabilities and expenses arising from or out of any breach by the Landlord of any provision of this Lease, except to the extent caused or contributed to by the negligent or wilful acts or omissions of the Tenant or its respective employees, invitees, customers and others for whom in law it is responsible (but only to the extent the Landlord is required to maintain pursuant to this Lease, or does otherwise maintain, insurance with respect to such risks).

ARTICLE 6
MAINTENANCE, REPAIR AND ALTERATION OF THE PREMISES AND EQUIPMENT & FURNISHINGS

6.1 Landlord's Obligations

As provided in section 2.9, during the Term of this Lease, the Landlord shall maintain and repair the Premises and Equipment and Furnishings in accordance with Acceptable Standards, at the Landlord's sole cost and expense, subject to the Tenant's obligations in section 2.6(b).

6.2 Tenant to Notify of Defects

The Tenant shall promptly notify the Landlord of any damage to or defect in any part of the Premises or Equipment and Furnishings.

6.3 Tenant's Right to Redecorate

Notwithstanding the Landlord's obligation to maintain and repair as provided in section 2.9 of this Lease, if the Tenant desires to redecorate the Premises or install additional fixtures, furniture or equipment at any time and from time to time, then the Tenant shall have the right to do so provided it complies with the provisions of this Article, at the Tenant's sole cost and expense.

6.4 Improvements by the Tenant

During the Term, the Tenant shall have the right (but not the obligation) to make any alterations, improvements, repairs or replacements to the Premises or Equipment and Furnishings (which are not the Landlord's obligations pursuant to this Agreement) subject to the Landlord's prior written consent (not to be unreasonably withheld), at the Tenant's sole cost and expense. All alterations, improvements, repairs and replacements undertaken by the Tenant shall be performed:

(a) at the sole cost of the Tenant;

(b) by contractors and workmen approved by the Landlord, acting reasonably, and compatible with the labour affiliation, if any, of the Landlord's contractors and workmen, provided that if the alterations, improvements, repairs or replacements would affect the structure of the Premises, any exterior wall, windows or roof thereof, any of the building systems or the aesthetics of the building, such work shall, at the option of the Landlord, be performed at the Tenant's cost by the Landlord or by contractors and workmen designated by the Landlord in its sole discretion;

(c) in a good and workmanlike manner;

(d) in accordance with plans and specifications reviewed in advance and approved by the Landlord;

(e) in accordance with all Applicable Laws and requirements of the Landlord's insurers;

(f) subject to the reasonable regulation, supervision, control and inspection of the Landlord; and

(g) subject to such indemnification against liens and expenses as the Landlord reasonably requires.

Tenant shall not carry out any redecorating under Section 6.3 above or any improvements under this Section 6.4 where such redecorating would materially increase the operating costs or other obligations of the Landlord under this Lease without the Landlord's prior written consent (such consent to be at the Landlord's discretion).

6.5 Construction Liens

The Tenant shall promptly pay all charges incurred by or on behalf of the Tenant for any work, materials or services which may give rise to a construction or other lien. If any such lien is registered against the Premises, then the Tenant shall cause such lien to be discharged forthwith. If the Tenant fails to do so, then, in addition to any other right or remedy of the Landlord, the Landlord may (but shall not be obligated) to discharge such lien by paying the amount claimed or due, or by other procedures. The Tenant shall be responsible for all costs and expenses, including legal fees, incurred by the Landlord in discharging or vacating any lien or other encumbrances registered against the Premises as a result of the Tenant's activities.

6.6 No Interference with the Landlord, Commercial/Retail Space or Residential Condominium

Any work performed by the Tenant shall be done in such a manner that it will not interfere or conflict with any activities with the Landlord or any other occupant within the

Commercial/Retail Space or with any occupant of the Residential Condominium. The Tenant shall, at its expense, remove all trash and other construction debris which accumulates from its work.

6.7 Indemnification of Landlord

Except to the extent caused by the negligent or wilful acts or omissions of the Landlord and those for whom in law it is responsible, the Tenant covenants to indemnify and, upon request, defend the Landlord against and from all loss, costs, claims and demands, including legal fees, in respect of any injury or damage caused by or resulting from any work performed by the Tenant.

6.8 Landlord's Right of Access

The Landlord (and its employees, contractors and authorized agents) shall have the right, at any time, to enter the Premises for the purpose of inspecting, maintaining, repairing, altering or improving the Premises and/or Equipment and Furnishings (or any part thereof). The Tenant agrees to provide free and unrestricted access for this purpose and shall not be entitled for compensation for any inconvenience or disruption to the business of the Tenant conducted in the Premises caused thereby. The Landlord, in exercising its rights hereunder, shall act reasonably so as to minimize interference with the Tenant's use and enjoyment of the Premises and accordingly shall provide at least twenty-four (24) hours advance notice except in the case of emergency.

6.9 Relocation

The Landlord may from time to time on not less than ninety (90) days notice and at reasonable times relocate the Premises and the fixtures, finishings and equipment to another location within the World Trade Centre Lands provided that new premises are of comparable standard and quality to the initial Premises in terms of size and ease of access and otherwise compliant with the requirements of the Master Daycare Agreement and that all out of pocket costs of such move and set up of the daycare operation of the Tenant to such new premises are paid by Landlord.

ARTICLE 7
DAMAGE OR DESTRUCTION

7.1 Right to Terminate

If the Premises are damaged or destroyed by any cause to the extent that, in the reasonable opinion of the Landlord, the damage or destruction cannot be repaired within 180 days after the occurrence of such damage or destruction, then either the Landlord or Tenant may terminate this Lease by providing written notice to the other party given within 60 days after the occurrence of such damage or destruction.

If the Lease is terminated the Tenant shall forthwith deliver up possession of the Premises to the Landlord. In no event shall the Landlord be liable to reimburse the Tenant for damage to or replacement or repair of any of the Tenant's fixtures, furniture, equipment or other property or to compensate the Tenant for any other expenses.

Notwithstanding the foregoing, where the Landlord elects to rebuild the Residential Condominium in which the Premises are located, the Landlord shall give notice of its intention to rebuild, including projected time frame for completion and occupancy to both the Tenant and the City. The Tenant and/or the City may elect by notice to the Landlord given within ninety (90) days of receipt of the Landlord's notice to have this Lease reinstated for the unexpired portion of the Term upon the Premises being completed and available for occupancy.

7.2 Repair and Rebuilding

If the Lease is not terminated pursuant to Section 7.1, or if terminated and where the Landlord has elected to rebuild the Residential Condominium, then, unless neither the Tenant or the City has given notice to reinstate the Lease under Section 7.1, the Landlord shall proceed to repair or rebuild the Premises. In repairing or rebuilding the Premises, the Landlord may use designs, plans, and specifications other than those used in the original construction, provided the rebuilt Premises and replacement Equipment and Furnishings comply with the criteria specified by the Master Daycare Agreement and Section 2.5(a), (b) & (c) of this Lease and is otherwise acceptable to the City.

ARTICLE 8
TRANSFER AND ASSIGNMENT

8.1 Consent Required

In this Article "Transfer" means (i) an assignment, sale, conveyance, sublease, surrender, disposition, or licensing of this Lease, leasehold interest, or the Premises or any part of them, or any interest in this Lease (whether or not by operation of law) or in a partnership that is a Tenant under this Lease, (ii) a mortgage, charge, lien or debenture (floating or otherwise) or other encumbrance of this Lease or the Premises or any part of them or of any interest in this Lease or of a partnership or partnership interest where the partnership is a Tenant under this Lease, (iii) a parting with or sharing of possession of all or part of the Premises, and (iv) a transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription of all or part of the corporate shares of the Tenant or an "affiliate" (as that term is defined on the date of this Lease under the Canada Business Corporations Act) of the Tenant which results in a change in the effective voting control of the Tenant. "Transferor" and "Transferee" have meanings corresponding to the definition of "Transfer" set out above (it being understood that for a Transfer, the Transferor is the person that has effective voting control before the Transfer and the Transferee is the person that has effective voting control after the Transfer).

The Tenant will not effect or permit a Transfer without the prior written consent of the Landlord and the City.

The Tenant will notify the City of its intention to assign the leasehold interest in the Daycare Facility or sublease the leased premises or surrender the leasehold interest therein, in order that the City may be afforded the opportunity to determine whether to exercise the Option to Lease of the Daycare Facility pursuant to section 10.1.

The Landlord and the City will have a period of 45 days following receipt of sufficient information to make a determination and notify the Tenant in writing either granting or refusing the proposed Transfer. The Landlord's or City's failure to respond within 45 days shall not be construed as a consent by the Landlord or City (as the case may be) nor will it entitle the Tenant to damages.

8.2 Terms and Conditions Relating to Consents

The following terms and conditions apply in respect of a consent given by the Landlord to a Transfer:

(a) the consent by the Landlord is not a waiver of the requirement for consent to subsequent Transfers;

(b) no acceptance by the Landlord of any payment by a Transferee is (i) a waiver of the requirement for the Landlord to consent to the Transfer, (ii) the acceptance of the Transferee as Tenant, or (iii) a release of the Tenant from its obligations under this Lease;

(c) the Transferor, unless the Transferee is a sub-tenant of the Tenant, will retain no rights under this Lease in respect of obligations to be performed by the Landlord or in respect of the use or occupation of the Premises after the Transfer; and

(d) the Transferee will execute an agreement directly with the Landlord and City agreeing to be bound by this Lease as if the Transferee had originally executed this Lease as Tenant.

8.3 No Advertising of the Premises

The Tenant will not offer or advertise the whole or any part of the Premises or this Lease for the purpose of a Transfer and will not permit a broker or other persons to do so.

8.4 Transfer by the Landlord

The Landlord may sell, transfer, mortgage, encumber or otherwise deal with the Premises and Equipment and Furnishings or any portion thereof from time to time, in each case without the consent of the Tenant and without restriction. To the extent that any purchaser or transferee from the Landlord has become bound by and covenanted to perform the obligations of the Landlord under this Lease, the Landlord shall without further written agreement be released from such obligations.

Without limiting the generality of the foregoing, the Tenant acknowledges and agrees that the Landlord intends to assign and transfer to each Residential Condominium a proportionate share of the Premises, Equipment and Furnishings and this Lease with the intention that such Residential Condominiums shall ultimately be the registered owners of the Premises and Equipment and Furnishings, as tenants in common; and the Landlord pursuant to this Lease. The proportionate share assigned to each Residential Condominium shall be a function of the residential gross floor area of such Residential Condominium relative to the total residential gross floor area of the buildings developed by the Landlord on the World Trade Centre Lands.

8.5 Subordination and Non-Disturbance

The Tenant acknowledges that this Lease is, at the option of any mortgagee or chargee, subject and subordinate to any and all mortgages or charges which may now or hereafter affect the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. Subject to receipt of a Non-Disturbance Agreement, the Tenant agrees to execute promptly any certificate or instrument confirming such subordination and will, if requested, attorn to such mortgagee or chargee and the Tenant hereby constitutes the Landlord its agent and attorney for the purpose of executing any such certificate or instrument.

The Landlord agrees that, at the request of the Tenant, it will attempt to obtain from any prior encumbrancer a Non-Disturbance Agreement in favour of the Tenant which will provide that the Tenant shall be allowed to remain in possession of the Premises for the remainder of the Term.

8.6 Status Certificate

Upon any request of the Landlord or the Tenant, the other party shall, within 5 days of a request, execute, acknowledge and transmit forthwith to the requesting party a statement in writing certifying that this Lease is in full force and effect, certifying the existence or non-existence of defaults and modifications and certifying any other matters pertaining to this Lease as to which the Landlord or the Tenant shall request a certificate.

8.7 Registration of Lease Prohibited

The Tenant shall not register this Lease or any notice or summary thereof against the title of the Premises and shall not deposit or file a copy of this Lease in the Land Titles Office without the prior written approval of the Landlord, which approval shall not be unreasonably withheld in the case of any notice or summary thereof. Such notice or summary shall not affect the respective rights and obligations of the parties hereunder. Any document required for registration shall be prepared by the Tenant's solicitor at the expense of the Tenant, and the form of such document shall be subject to the approval of the Landlord.

ARTICLE 9
DEFAULT

9.1 Events of Default

Each of the following shall be an event of default of the Tenant:

(a) whenever the Tenant defaults in the performance of any of its obligations pursuant to this Lease and the Landlord determines that the Tenant's breach has endangered or may endanger the safety or health of the children attending the Daycare Centre, the employees of the Daycare Centre or any other person and the Tenant fails to remedy its default within two days after receiving written notice from the Landlord; or

(b) whenever the Tenant defaults in the performance of any other obligation hereunder and such default is not remedied within ninety (90) days after receiving written notice from the Landlord; or

(c) whenever the Tenant defaults in the performance of any other obligation hereunder and such default cannot be remedied by the Tenant; or

(d) if the Tenant is adjudicated to be insolvent or makes an assignment for the benefit of creditors or in bankruptcy, or is declared bankrupt, or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors or if any proceedings are taken by or against the Tenant under any winding-up legislation, and such adjudication, assignment, declaration or proceedings are not set aside or revoked within 60 days after the making or taking of the same; or

(e) if the Premises or a substantial part thereof are abandoned or become vacant or not used or occupied while capable of use and occupancy, and remain so for a period of 30 days (which does not include temporary vacancy or non-use for a longer period when necessary to accommodate the carrying out of renovations in the Premises), or if the Premises are used by any other person or persons other than the Tenant or for any purpose other than the Permitted Use, in each case without the prior written consent of the Landlord.

9.2 Remedies by Landlord

Upon any event of default of the Tenant, in addition to any remedy which the Landlord may have by this Lease or at law or in equity, the Landlord may, at its option:

(a) re-enter and take possession of the Premises as though the Tenant is overholding after the expiration of the Term and the Term shall be forfeited and void in such event; and/or

(b) enter the Premises as agent of the Tenant, either by force or otherwise, without being liable for any prosecution therefor, and without being deemed to have terminated this Lease, and relet the Premises or any part thereof as the agent of the Tenant; and/or.

(c) exercise its right of distress and the Tenant hereby waives any present or future limitation on the Landlord's right of distress; and/or

(d) terminate this Lease and re-enter and take possession of the Premises; and/or

(e) suspend the supply to the Premises of any benefit, service, utility or additional service furnished by the Landlord until the default is cured.

9.3 Additional Self-help Remedy of Landlord

In addition to all other remedies the Landlord may have by this Lease, at law or in equity, if the Tenant does not perform any of its obligations hereunder, the Landlord, may at its option, perform any of such obligations, after five days notice to the Tenant or in the event of an emergency without notice, and in such event the cost of performing any of such obligations plus an administrative charge of 15% of such cost shall be payable by the Tenant to the Landlord forthwith on demand together with interest at the Stipulated Rate from the date of the performance of any of such obligations by the Landlord to the date of payment by the Tenant.

9.4 Legal Costs

The Tenant hereby agrees to pay to the Landlord, within five days after demand, all legal fees incurred by the Landlord for the enforcement of any rights of the Landlord under this Lease or in the enforcement of any of the provisions of this Lease or in the obtaining of possession of the Premises or for the collection of any monies from the Tenant or for any advice with respect to any other matter related to this Lease.

9.5 Remedies Cumulative

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, or by statute, or at law or in equity, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord at law or in equity.

9.6 Non-Waiver

Any condoning, excusing or overlooking by either the Landlord or the Tenant of any default by the other at any time or times in respect of any obligation of the other herein shall not operate as a waiver of the non-defaulting party's rights hereunder in respect of such default or so as to defeat or affect in any way the rights of the non-defaulting party in respect of any such continuing or subsequent default by the defaulting party. No waiver shall be implied by anything done or omitted by a party. Any waiver of a particular default shall not operate as a waiver of any subsequent or continuing default.

ARTICLE 10
RIGHTS OF THE CITY

10.1 City's Option to Lease

As provided in the Master Daycare Agreement, the City has an option to lease the Premises and Equipment and Furnishings, for a nominal consideration, on the same terms and conditions as this Lease, with all necessary changes, by giving written notice to the Landlord and the Tenant at any time within ninety (90) days after the occurrence of any one of the following events:

(a) If the Lease of the Daycare Facility terminates;

(b) Prior to the day on which this Lease is to terminate, if the Daycare Corporation is incorporated, and either the Lease of the Daycare Facility is not assigned to the Daycare Corporation, or a new Lease of the Daycare Facility for the balance of the unexpired portion of the term of the Lease or lease to another of the Permitted Operators than the Daycare Corporation, is not made to the Daycare Corporation, on the day on which the Lease of the Daycare Facility terminates.

(c) The Tenant proposes to assign, sub-lease or surrender the leasehold interest to another person, and the City determines not to approve such assignment, sub-lease or surrender, the day on which such determination is communicated in writing by the City to the Tenant, unless within ten (10) days after such communication is made by the City, the Tenant notifies the City in writing that he or she has withdrawn the proposal and intends to continue as lessee in possession of the Daycare Facility; or

(d) If an amendment to the Lease is made without the prior approval of the City, the day on which such amendment is effective.

In the event that the City decides to exercise its option, the Tenant agrees to immediately provide vacant possession of the Premises and surrender the Equipment and Furnishings to the City. The Tenant acknowledges the City's option to lease the Premises and Equipment and Furnishings and the Tenant agrees with the Landlord and the City to comply with and be bound by the terms of such option.

In the event that the City exercises its option to lease the Premises and Equipment and Furnishings, the Tenant agrees to execute, or cause to be executed, all documents necessary to give effect to the City's rights as may be required by the City Solicitor, without charge or expense to the City.

10.2 Terms of Lease to the City

Without derogating in any way from the other provisions in this Lease, the lease to the City of the Daycare Facility shall include the following provisions:

(a) The term shall commence ten (10) business days after the date of exercise by the City of the option to lease. The term shall terminate twenty-five (25) years after the occurrence of the Daycare Centre Operation Commencement Date.

(b) Prior to the assignment of the lease by the City or prior to the making of a sublease by the City, whichever shall first occur, the leased premises may be used for any purpose which is permitted by the City's Zoning By-law and any amendment thereto which may be passed and come into force from time to time.

(c) When the City no longer requires the leased premises, the City may assign the lease of the Daycare Facility and/or the furnishings and equipment installed in the Daycare Facility to any person selected by the City in the City Council's discretion. Alternatively, the City may sublease the leased premises and, if appropriate in the circumstances, such furnishings and equipment to any such person. In the case of an assignment or a sublease by the City, the assignee or the sublessee, as the case may be, shall be free to use the leased premises for any use permitted by the City's Zoning By-law which may be passed and come into force from time to time.

(d) The Landlord shall not be responsible for business tax levied on any person to whom the City assigns or sublets the leased premises who do not qualify as a Permitted Operator; but in all other cases the Landlord shall be responsible for the payment of business tax.

(e) Forthwith after the lease is made to the City, the City shall be given vacant possession of the leased premises and possession of the furnishings and equipment installed therein.

10.3 Priority of Interest

The City's option to lease shall have priority over all interests in the Daycare Facility and the furnishings and equipment installed therein. The Landlord at its expense shall obtain and register on the title of the Parcel 2 Lands all postponements of outstanding interests in the Parcel 2 Lands and the equipment and furnishings installed therein that the City Solicitor, acting reasonably, may require to ensure priority of the options and Landlord's solicitors shall provide a title opinion to confirm the City's priority of interest in a form and content satisfactory to the City Solicitor.

This Lease, or notice of this Lease or notice of this option as determined by the City will be registered prior to the occupation by any person of the buildings or structures which comprise the first phase of the development of the Parcel 2 Lands for any purpose other than the parking of motor vehicles therein or thereon.

10.4 Right of Access

The Tenant shall permit the City (and its employees, contractors and authorized agents) at all reasonable times after 24 hours notice to enter the Premises for the purpose of determining whether there is compliance with the Master Daycare Agreement, the provisions of this Lease and for the purpose of determining whether the City's option has been triggered.

10.5 No Amendment without the City's Approval

The Landlord and Tenant acknowledge and agree that no amendment to this Lease shall be made without the prior written approval of the City.

10.6 Advisory Committee

The parties acknowledge that the City shall have the right (but shall not be obligated) to have a representative on the Advisory Committee at any time and from time to time during the Term of this Lease.

10.7 No Transfer by the Tenant without the City's Approval

The Tenant agrees that it shall not Transfer its interest in this Lease, the Premises or Equipment and Furnishings (or any part thereof) without the prior written approval of the City.

ARTICLE 11
TERMINATION

11.1 Termination

In the event that the Lease is terminated by the Landlord because of the Tenant's breach of covenant or because of the performance or non-performance of a condition, the Lease to the Tenant and the Equipment and Furnishings Lease shall be deemed to terminate on the expiry of ninety (90) days after the date on which written notice of termination is given by the Landlord to the Tenant unless within such period the Tenant is relieved from the consequences of such breach, non-performance or performance as may be provided for in the Lease.

11.2 Assignment of Lease to another Operator

If this Lease is terminated for any reason or in any manner whatsoever, the Landlord either will obtain an assignment of it to another of the Permitted Operators, or the Landlord will make a new Lease and a new Equipment and Furnishings Lease to another of the Permitted Operators for a term equal to the balance of the unexpired term of the same.

The draft assignments will be presented to the Landlord for approval as to form and content before they are made. The Landlord will not approve the assignments without first presenting them to and receiving the approval of their form and content from the City, acting reasonably, and in consultation with the City Solicitor.

ARTICLE 12
GENERAL CONTRACT PROVISIONS

12.1. Captions

The captions for the Articles and sections of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease.

12.2. No Partnership

Nothing contained herein shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

12.3 Notice

Every notice, consent, request, instruction, approval and other communication provided for or permitted by this Lease and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered, or sent by prepaid registered mail, or sent by facsimile, to the party to whom it is to be given at:

(a) in the case of a communication to the Landlord:

33 Bay Street, Unit 1
Toronto, Ontario M5J 2Z3
Attention: Vice President
Facsimile Number: (416) 925 3356

(b) in the case of a communication to the Tenant:

42 Charles Street East
Toronto, Ontario M4Y 1T4
Attention: Manager
Facsimile Number: (416)

(c) in case of a communication to the City:

City of Toronto
City Planning
55 John Street
Toronto, Ontario M5V 3C6
Attention: Chief Planner
Facsimile Number: (416)

(d) With copy to:

Metro Hall
55 John Street, 26th Floor
Toronto, Ontario M5V 3C6
Attention: City Solicitor
Facsimile: (416) 397-5624

Any Notice shall be deemed to have been validly and effectively given and received: if personally delivered, on the date of delivery; if sent by prepaid registered mail, on the fifth (5th) business day next following the date of mailing, provided, however, that during any postal disruption or threatened postal disruption, delivery shall be in person; and if sent by facsimile, on the business day next following the day on which it was sent.

Any Notice permitted or required to be given by the City may be given by the City Planning, Chief Planner from time to time, his or her successor, or his or her designate(s) from time to time. However, the Chief Planner specifically reserves the right to submit the issue of the giving of any Notice, or of the contents of any Notice, to the City Council for its determination.

Notwithstanding any consent or approval given by the City with respect to any plans, specifications or other construction-related matter, the City will not be in any way liable for the design or construction of any proposed structure, and the party that has obtained the consent or approval of the City shall be wholly liable for such design and construction.

Either party under this Lease may form time to time by Notice to the other party change this address for service under this Lease.

12.4 Planning Act

This Lease is subject to compliance, if necessary, with the Planning Act of Ontario.

12.5 Survival of Obligations

Any obligation of a party which is unfulfilled on the termination of this Lease shall survive until fulfilled.

12.6 Severability of Illegal Provisions

If any provision of this Lease is or becomes illegal or unenforceable, then it shall during such period that it is illegal or unenforceable be considered separate and severable from the remaining provisions of this Lease which shall remain in full force and be binding as though the said provision had never been included.

12.7 Agency

The Tenant acknowledges that the Landlord may perform any or all of the Landlord's obligations or exercise any of the Landlord's rights hereunder through or by means of a manager, independent contractor or other agent as the Landlord may from time to time determine.

12.8 Entire Agreement

This Lease sets forth the entire agreement between the Tenant and the Landlord with respect to the Premises and Equipment and Furnishings. Any offer to lease or agreement to lease entered into by the Landlord and Tenant prior to the execution of this Lease shall be deemed to have been merged and extinguished in this Lease. No amendment or addition to this Lease will bind the Landlord or the Tenant unless such amendment or addition is in writing and signed by all parties to this Lease.

12.9 Recourse and Joint and Several Liability

The liability to perform all obligations under this Lease of each individual, corporation, partnership or business association signing this Lease as Tenant and of each member of any such partnership or business association, the members of which are by law subject to personal liability, shall be deemed to be joint and several. The obligations of the entities comprising the Landlord from time to time shall be several in accordance with their respective interest, from time to time, in the Premises.

12.10 Governing Law

This Lease shall be construed and governed by the laws of the Province of Ontario.

12.11 Unavoidable Delay

In the event of an Unavoidable Delay, the obligations of the parties pursuant to this Lease shall be extended accordingly.

12.12 Interpretation

Words importing the singular number shall include the plural and words importing firms and corporations shall include persons. Each obligation of the Tenant in this Lease, although not expressed as a covenant, is considered to be a covenant for all purposes. Time shall be of the essence in this Lease.

12.13 Successors And Assigns

This Lease shall be binding upon, extend to and enure to the benefit of the parties hereto and to each of their respective heirs, executors, administrators, successors and permitted assignees.

12.14 Further Assurances

Each party agrees to make such further assurances as may be reasonably required from time to time to properly implement the true intent of this Lease.

LANDLORD

Per:

Name
Title Vice President

I have authority to bind the Corporation

YMCA OF GREATER TORONTO

Per: Susan Scott
Name SUSAN SCOTT
Title INTERIM CFO

Per: Linda Cottes
Name Linda Cottes
Title Senior Vice-President YMCA Child, Youth & Family Development

I/We have authority to bind the Corporation

Authorized by Report No. 6 (18) *of the* Toronto East York Community Council *adopted in Council on the* 24, 25 + 26 *day of* June, 2003

Marilyn M. Toft *City Clerk*

CITY OF TORONTO

Per: Marilyn M. Toft for Ulli S. Watkiss
Name City Clerk
Title

Per:
Name C. WELDON
Title TREASURER

I/We have authority to bind the Corporation

SCHEDULES

"A"	-	Legal Description of the Lands
"B"	-	Sketch of Premises outlined in black
"C"	-	Rules and Regulations
"D"	-	List of Equipment and Furnishings
"E"	-	Cleaning Specifications

SCHEDULE "A"

LEGAL DESCRIPTION OF THE PREMISES

In the City of Toronto and Province of Ontario, being composed of:

FIRSTLY: (Parcel 1 – Premises 30 Bay Street and 60 Harbour Street)

Part of Block 3 on Plan 655-E designated as PARTS 2 to 18, inclusive, on Plan 63R-4073, both said Plans being in the Land Registry Office for Metropolitan Toronto Registry Division (No. 64).

Saving excepting and reserving unto Her Majesty the Queen, in Right of Canada, her Heirs and Successors, the free uses, passage and enjoyment of, in, over and above all navigable waters that shall or may be found on, or under, or be flowing through or upon part of the said lands, as set out in Instrument 68303P.

SECONDLY: (Parcel 2 – Premises 33 Bay Street)

Part of Block 5 on Plan 655-E, designated as PARTS 1, 3, 9, 10, 11, 12, 13, 14 and 15, on Plan 63R-4064, both said Plans being in the Land Registry Office for the Metropolitan Toronto Registry Division (No. 64).

Subject to an easement in favour of Bell Canada over said PART 15, Plan 63R-4064 as set out in Instrument CT921435.

Subject to an easement in favour of the Municipality of Metropolitan Toronto over said PARTS 11 and 12 on Plan 63R-4064 as set out in Instrument CT921576.

Subject to a Right-of-way in the nature of an easement in favour of the Municipality of Metropolitan Toronto over said PARTS 3, 10, 11, 12, 13, 14 AND 15, Plan 63R-4064 as set out in Instrument CT921576.

Subject to restrictions imposed against said PARTS 1 and 3, Plan 63R-4064 as set out in Instrument CT921576.

The hereinbefore SECONDLY described lands being most recently described in Instrument CA393303.

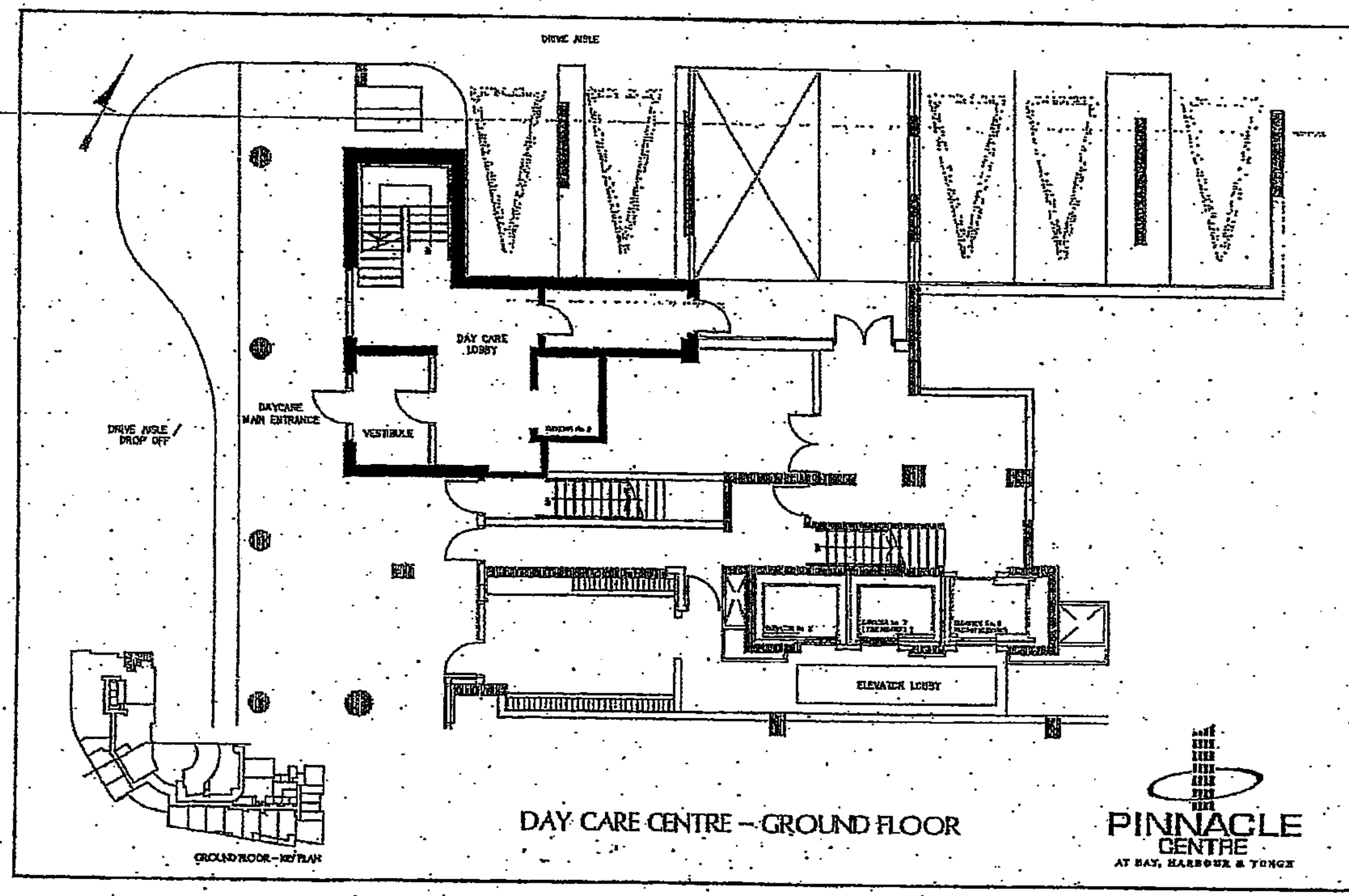
Now being described as Part of Block 5, Plan 655E, designated as Parts 1, 2, 3, 4,5,6,7 & 8, Plan 66R-20833.

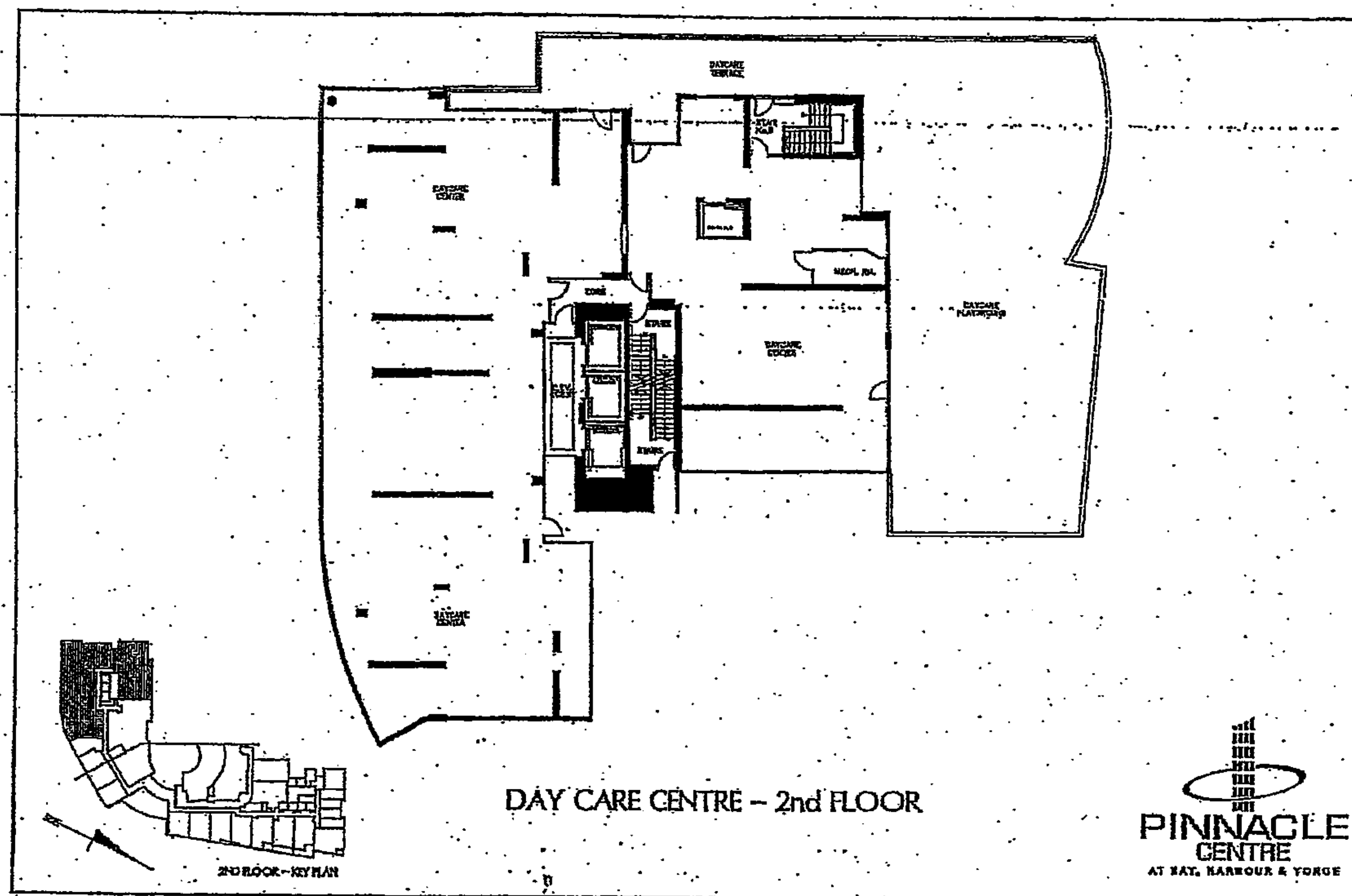
PIN No. 21384-0101 (LT)

SCHEDULE "B"

PREMISES

ATTACHED IS A COPY OF PLANS OF PREMISES OUTLINED IN HEAVY BLACK MARKER


DRIVE AISLE
DAY CARE LOBBY
DAYCARE MAIN ENTRANCE
VESTIBULE
DRIVE AISLE / DROP OFF
ELEVATOR LOBBY
GROUND FLOOR – KEY PLAN
DAY CARE CENTRE – GROUND FLOOR
PINNACLE CENTRE
AT BAY, HARBOUR & YONGE


DAY CARE CENTRE – 2nd FLOOR
2ND FLOOR – KEY PLAN
PINNACLE
CENTRE
AT BAY, HARBOUR & YONGE

SCHEDULE "C"

RULES AND REGULATIONS

1. Security

Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Premises, any persons occupying, using or entering the same, or any equipment, finishings or contents thereof, and Tenant shall comply with Landlord's reasonable requirements relative thereto.

2. Locks

Landlord may from time to time install and change locking mechanisms on entrances to the Premises, and shall provide to Tenant a reasonable number of keys and replacements therefor to meet the bona fide requirements of Tenant. In these rules "keys" include any device serving the same purpose. Tenant shall not add to or change existing locking mechanisms on any door in or to the Premises without Landlord's prior written consent. If the Tenant installs any locks incompatible with the master locking system:

Landlord shall be relieved of any obligation under the Lease to provide any service to the affected areas which require access thereto;

Tenant shall indemnify Landlord against any expense as a result of forced entry thereto which may be required in an emergency; and

Tenant shall at the end of the Term and at Landlord's request remove such lock(s) at Tenant's expense.

3. Return of Keys

At the end of the Term, Tenant shall promptly return to Landlord all keys for the Building and Premises which are in possession of Tenant.

4. Windows

Tenant shall observe Landlord's rules with respect to maintaining window coverings at all windows in the Premises for a uniform exterior appearance, and shall not install any window shades, screens, drapes, covers or other materials on or at any window in the Premises without Landlord's prior written consent. Tenant shall ensure that window coverings are closed on all windows in the Premises while they are exposed to the direct rays of the sun.

5. Water Fixtures

Tenant shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Tenant shall be paid for by Tenant.

6. Personal Use of Premises

The Premises shall not be used for any purpose other than the Permitted Use.

7. Heavy Articles

Tenant shall not place in or move about the Premises without Landlord's prior written consent any heavy article which in Landlord's reasonable opinion may damage the Premises, and Landlord may designate the location of any heavy articles in the Premises.

8. Deliveries

Tenant shall ensure that deliveries of materials and supplies to the Premises are made through such entrances, elevators and corridors and at such times as may from time to time be designated by Landlord.

9. Furniture and Equipment

Tenant shall ensure that furniture and equipment being moved into or out of the Premises is moved through such entrances, elevators and corridors and at such times as may from time to time be designated by Landlord, and by movers or a moving company approved by Landlord.

10. Refuse

Tenant shall place all refuse in proper receptacles and shall keep sidewalks and driveways outside the Premises free of refuse.

11. Obstructions

Tenant shall not obstruct or place anything in or on the sidewalks or driveways outside the Premises or in the lobbies, corridors, stairwells or other common areas shared with the Residential Condominium, or use such locations for any purpose except access to and exit from the Premises without Landlord's prior written consent. Landlord may remove at Tenant's expense any such obstruction or thing (unauthorized by Landlord) without notice or obligation to Tenant.

12. Employees, Agents and Invitees

In these Rules and Regulations, Tenant includes the employees, agents, invitees and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

SCHEDULE "D"

EQUIPMENT AND FURNISHINGS

Equipment Supplied by Landlord

MAJOR APPLIANCES:

The Landlord is responsible for the supply, maintenance, repair and replacement of the following equipment, being all the major appliances referred to in Section 2.6(b):

1 – Whirlpool (or equivalent) 21 cu.ft. capacity fridge (white)

1 – Whirlpool (or equivalent) 30" freestanding electric range (white)

1 – High temperature sanitizing dishwasher (white)

1 – Whirlpool (or equivalent) 24" fridge in staff room (white)

4 – Danby (or equivalent) 4.4 cu.ft. compact fridge (white)

6 – Panasonic 1.6 cu.ft. countertop microwaves (white)

1 – Whirlpool (or equivalent) top loading washing machine (white)

1 – Whirlpool (or equivalent) front loading electric dryer (white)

For clarity, the Landlord is not responsible for the supply, maintenance, repair and replacement of any other chattels or fixtures acquired by the Tenant. The Tenant shall be responsible for maintenance, repair or replacement of any of the foregoing in the circumstances described in Section 2.6(f) of the Lease.

SCHEDULE "E"

YMCA OF GREATER TORONTO

CHILD CARE

CLEANING SPECIFICATIONS

CLEANING OPERATION: 5 DAYS PER WEEK

SECTION 1: ON-GOING ACTIVITIES

SECTION 2: PROJECT WORK

SECTION 1 – ON-GOING ACTIVITIES

ACTIVITY ROOMS/CORRIDORS, ETC	FREQUENCY
- EMPTY ALL WASTE CONTAINERS Replace liners if required.	5 Days/Week
- REMOVE ALL COLLECTED TRASH TO DESIGNATED AREAS	5 Days/Week
- REPLENISH HAND TOWELS	5 Days/Week
- CLEAN AND SANITIZE SINKS & DRINKING FOUNTAINS	5 Days/Week
- DAMP WIPE ALL HORIZONTAL SURFACES USING GERMICIDAL DETERGENT	5 Days/Week
- SPOT CLEAN VERTICAL SURFACES Such as doors, walls, counters, etc…	5 Days/Week
- VACUUM HARD SURFACE FLOORS Using a canister vacuum (dust mop, open, unobstructed areas)	AS REQUIRED
- DUST MOP FLOOR Open, unobstructed areas	5 Days/Week
- VACUUM RUGS & CARPET THOROUGHLY	5 Days/Week
- CLEAN INTERIOR GLASS & MIRRORS Remove finger marks, smudges, etc…	5 Days/Week
- DAMP MOP FLOOR Using germicidal detergents, pay particular attention to ledges & corners	5 Days/Week
- SPRAY BUFF VCT & LINOLEUM FLOOR Buff other hard surface floors such as ceramic and porcelain tile	2x/Month

Note: Cleaning excludes chairs, chair legs, tables, all toys and play equipment. All chairs to be placed on top of tables to provide clear access to the floors for cleaning. Cleaning staff will not move furniture for cleaning.

CORRIDORS & VESTIBULES	FREQUENCY
- EMPTY ALL WASTE CONTAINERS	5 Days/Week
- REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	5 Days/Week
- DAMP WIPE ALL HORIZONTAL SURFACES (such as ledges, tables, countertops, etc...)	5 Days/Week
- DUST & SPOT CLEAN ALL FURNITURE, FIXTURES, EQUIPMENT, & ACCESSORIES	5 Days/Week
- SPOT CLEAN VERTICAL SURFACES, WALLS, LIGHT SWITCHES, DOORS, ETC...	5 Days/Week
- CLEAN DOOR & PARTITION GLASS (BOTH SIDES)	AS REQUIRED
- CLEAN DRINKING FOUNTAINS	NOT APPLICABLE
- VACUUM WALK OFF MATS	5 Days/Week
- DUST MOP ALL HARD SURFACE FLOOR AREAS	5 Days/Week
- DAMP MOP HARD SURFACE FLOOR AREA	5 Days/Week
- SPRAY BUFF VCT & LINOLEUM FLOOR. Buff other hard surface floors such as, ceramic and porcelain tile	2x/Month
- THOROUGHLY VACUUM CARPETED AREAS	5 Days/Week
- DAMP WIPE CHILDREN'S CUBIES (YMCA staff will remove items from cubies weekly)	1 Day/Week
- CLEAN INTERIOR GLASS AND MIRRORS	AS REQUIRED
- CLEAN DAMP WIPE ALL SURFACES, DAMP MOP FLOORS, DUST HORIZONTAL SURFACES IN LAUNDRY CLOSET	1x/Month

Note: Cleaning excludes chairs, chair legs, tables, all toys and play equipment. All chairs to be placed on top of tables to provide clear access to the floors for cleaning. Cleaning staff will not move furniture for cleaning.

ENTRANCES	FREQUENCY
- EMPTY ALL WASTE CONTAINERS	5 Days/Week
- REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	5 Days/Week
- DAMP WIPE ALL HORIZONTAL SURFACES SUCH AS LEDGES, TABLES, COUNTERTOPS, ETC...	5 Days/Week
- SPOT CLEAN VERTICAL SURFACES SUCH AS WALLS, LIGHT SWITCHES, DOORS, ETC...	5 Days/Week
- CLEAN DOOR GLASS (BOTH SIDES)	5 Days/Week
- SPOT CLEAN DOOR FRAMES	5 Days/Week
- SPOT CLEAN ALL PARTITION GLASS	5 Days/Week
- CLEAN AND SANITIZE DRINKING FOUNTAINS	NOT APPLICABLE
- VACUUM WALK OFF MATS	5 Days/Week
- DUST MOP/VACUUM HARD SURFACE FLOORS	5 Days/Week
- DAMP MOP HARD SURFACE FLOOR AREA USING NEUTRAL DETERGENT	5 Days/Week
- SPRAY BUFF VCT & LINOLEUM FLOOR. Buff other hard surface floors such as Ceramic and porcelain tile	2x/Month
- THOROUGHLY VACUUM CARPETED AREAS	5 Days/Week

Note: Cleaning excludes chairs, chair legs, tables, all toys and play equipment. All chairs to be placed on top of tables to provide clear access to the floors for cleaning. Cleaning staff will not move furniture for cleaning.

SERVERY – KITCHEN	FREQUENCY
- EMPTY ALL WASTE CONTAINERS REPLACE LINER	5 Days/Week
- REMOVE ALL COLLECTED WASTE TO DESIGNATED AREA	5 Days/Week

- REPLENISH HAND TOWELS	5 Days/Week
- DUST ALL HORIZONTAL SURFACES SUCH AS LEDGES, COUNTERS, WINDOWSILLS, TABLES, PARTITIONS, WALL HANGINGS, CUPBOARDS, ETC...	5 Days/Week
- CLEAN EXTERIOR SURFACES OF REFRIGERATOR, STOVES, COUNTERS, ETC...	AS REQUIRED
- CLEAN & SANITIZE SINKS & FIXTURES	5 Days/Week
- SPOT CLEAN OUTER SURFACE OF EXHAUST HOOD	AS REQUIRED
- SPOT CLEAN ALL VERTICAL SURFACES SUCH AS WALLS & DOORS, ETC...	5 Days/Week
- DAMP WIPE TABLE TOPS & BASE	5 Days/Week
- DAMP WIPE VINYL CHAIRS	NOT APPLICABLE
- DUST MOP/VACUUM HARD SURFACE FLOOR	5 Days/Week
- DAMP MOP FLOOR	5 Days/Week
- SPRAY BUFF VCT & LINOLEUM FLOOR Buff other hard surface floors such as Ceramic and porcelain tile	2x/Month

Note: Cleaning excludes chairs, chair legs, tables, all toys and play equipment. All chairs to be placed on top of tables to provide clear access to the floors for cleaning. Cleaning staff will not move furniture for cleaning.

WASHROOMS	FREQUENCY
- EMPTY WASTE RECEPTACLE & RELINE WITH PLASTIC BAG	5 Days/Week
- REMOVE ALL COLLECTED TRASH TO DESIGNATED AREAS	5 Days/Week
- DISPOSE SANITARY NAPKIN BAG, CLEAN AND REPLENISH	5 Days/Week
- REPLENISH TOILET TISSUE & HAND TOWELS	5 Days/Week

- CLEAN & REPLENISH SOAP DISPENSER	5 Days/Week
- CLEAN SANITIZE SINKS & FIXTURES USING GERMICIDE DETERGENT-POLISH CHROME	5 Days/Week
- CLEAN ALL HORIZONTAL SURFACES INCLUDING TOPS OF PARTITIONS, LEDGES, COUNTERS, ETC...	5 Days/Week
- CLEAN & POLISH MIRRORS	5 Days/Week
- CLEAN & SANITIZE ALL TOILETS	5 Days/Week
- SPOT CLEAN VERTICAL SURFACES SUCH AS DOORS, PARTITIONS, ETC.	5 Days/Week
- DUST MOP/VACUUM HARD SURFACE FLOORS	5 Days/Week
- WASH & SANITIZE FLOORS THOROUGHLY USING GERMICIDAL DETERGENT	5 Days/Week
- SPRAY BUFF VCT & LINOLEUM FLOOR Buff other hard surface floors such as ceramic and porcelain tile	2x/Month

Note: Cleaning excludes chairs, chair legs, tables, all toys and play equipment. All chairs to be placed on top of tables to provide clear access to the floors for cleaning. Cleaning staff will not move furniture for cleaning.

OFFICES – GENERAL & PRIVATE	FREQUENCY
- EMPTY ALL WASTE RECEPTACLES	5 Days/Week
- REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	5 Days/Week
- DUST ALL HORIZONTAL SURFACES	NOT APPLICABLE
- SPOT CLEAN VERTICAL SURFACES SUCH AS WALLS, DOORS AND SWITCHES	2 Days/Week
- CLEAN & SANITIZE TELEPHONES	1 Day/Week
- DAMP WIPE OR VACUUM CHAIRS	AS REQUIRED

- VACUUM CARPETED TRAFFIC LANES	5 Days/Week
- THOROUGH VACUUM	1 Day/Week
- DUST MOP/VACUUM HARD SURFACE FLOORS	5 Days/Week
- SPOT DAMP MOP HARD SURFACE AREAS	5 Days/Week OR AS REQUIRED
- SPRAY BUFF VCT & LINOLEUM FLOOR Buff other hard surface floors such as ceramic and porcelain tile	1x/Month

Note: Cleaning excludes chairs, chair legs, tables, all toys and play equipment. All chairs to be placed on top of tables to provide clear access to the floors for cleaning. Cleaning staff will not move furniture for cleaning.

SECTION 2 – PROJECT WORK

PROJECT	FREQUENCY
- MACHINE STRIP AND WAX VINYL FLOOR (minimum 2 coats)	1-2x /YEAR
- SEAL AND WAX VINYL FLOORS	2X/YEAR
- DUST ALL HIGH AREAS (such as duct work along ceiling)	4X/YEAR
- STEAM CLEAN CARPETED AREAS (using extraction method)	2X/YEAR
- DAMP WIPE & CLEAN FIRE CABINETS	2X/YEAR
- WALL WASHING	1X/YEAR
- CLEAN CEILING/WALL DIFFUSERS & VENTS	4X/YEAR
- CLEAN CEILING LIGHTS & COVERS	2X/YEAR
- CLEAN WALL LIGHTS	2X/YEAR
- REPLACE LIGHT BULBS	As Required
- CLEAN WINDOWS – EXTERIOR	As Per Condo Requirements
- CLEAN WINDOWS – INTERIOR	1X/YEAR

SUCCESS TOWER AT PINNACLE CENTRE
SECTION 43(5)(h) of the
Condominium Act, S.O. 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*.

Tower Residences, 2nd to 33rd Floor
Palatial Elite (1B & 1B+D), 34th to 40th Floor

INTERIOR FINISHING AND FEATURES
- Wood doors, wood frames and baseboards.
- Interior walls to be painted with flat latex paint, with semi-gloss latex paint for doors and trim.
- Mirror sliding closet doors as per plan.
- Glass sliding doors to balcony as per plan.
- Porcelain/ceramic tiles in kitchen and bathrooms.
- Engineered hardwood flooring in entry, hallway, den and living/dining areas (selected units).
- Carpet with foam underpad.

KITCHEN FINISHINGS
- Cabinetry with Granite or Marble counter top.
- Double stainless steel undermount sink with single lever faucet and integral pull-out sprayer, as per plan and where applicable.
- Ceramic or glass tile backsplash.
- 24" Built-in dishwasher.
- Frost free refrigerator with glass shelving.
- 30" Electric slide-in self-cleaning range oven.
- Exhaust fan, vented to exterior.
- Track lighting with halogen fixtures in kitchen area.
- Porcelain and ceramic tiles in kitchen, powder room, ensuites and bathrooms, from Vendor's sample as per plans.
- Walls to be painted.
- Under cabinet lighting.

BATHROOMS
- Separate Shower enclosure finished in tile (base finished in tile or fiberglass) as per plan with glass door.
- Granite or Marble vanity counter tops.
- Cabinets as per plan, where applicable.
- Chrome faucets.
- White plumbing fixtures in all bathrooms.
- Walls to be painted.
- Ceramic tiles around tub and shower fixture.
- Exhaust fan in each bathroom, vented to exterior.
- Ceramic accessories including soap dish, tissue holder and towel bar, co-ordinating with bathroom fixtures where applicable.

LAUNDRY ROOM
- Full size stacked washer and dryer (white).
- Ceramic tile flooring as per plan.

ELECTRICAL FEATURES
- Service panel, with circuit breakers.
- Pre-wiring for two telephone and two cable television outlets.
- White decorative light switches and receptacles throughout.
- Ceiling light outlet in dining room.
- Pre-wired high-speed Internet access.
- Hard-wired smoke detector.

MECHANICAL
- Individually controlled air-conditioning and heating (vertical fan coil system).

Palatial Elite (2B & 2B+D), 34th to 40th Floor
Palatial Vista, 41st to 48th Floor
Palatial Landmark, 49th to 54th Floor

INTERIOR FINISHING AND FEATURES
- Wood doors, wood frames and baseboards.
- Interior walls to be painted with flat latex paint, with semi-gloss latex paint for doors and trim.
- Mirror sliding closet doors as per plan.
- Glass sliding doors to balcony as per plan.
- Porcelain/ceramic tiles in kitchen and bathrooms.
- Engineered hardwood flooring in entry, hallway, den and living/dining areas.
- Carpet with foam underpad, in bedrooms.
- Electric fireplace, as per plans.
- Designer hardware.
- Crown moulding in living, dining and hallway.

KITCHEN FINISHINGS
- Cabinetry with Granite or Marble counter top.
- Double stainless steel undermount sink with single lever faucet and integral pull-out sprayer, as per plan and where applicable.

- Full height granite backsplash.
- 24" Built-in dishwasher.
- Wine Cooler as per plan, in selected units.
- Frost free refrigerator with glass shelving.
- Cooktop with Slideout Hood Fan above, vented to exterior, where applicable.
- Microwave Oven, where applicable.
- Built-in Oven, as per plan.
- Porcelain and ceramic tiles in kitchen, powder room, ensuites and bathrooms, from Vendor's sample as per plans.
- Walls to be painted.
- Under cabinet lighting.

BATHROOMS

- Separate Shower enclosure finished in tile (base finished in tile or fiberglass) as per plan with glass door.
- Granite or Marble vanity counter tops.
- Cabinets as per plan, where applicable.
- Chrome faucets.
- White undermount plumbing fixtures in all bathrooms.
- Walls to be painted.
- Ceramic tiles around tub and shower fixture.
- Exhaust fan in each bathroom, vented to exterior.
- Ceramic accessories including soap dish, tissue holder and towel bar, co-ordinating with bathroom fixtures where applicable.
- Pot lights in bathrooms where applicable.
- Jetted tubs in master ensuite, as per plan in selected units.

LAUNDRY ROOM

- Full size stacked washer and dryer (white).
- Ceramic tile flooring as per plan.

ELECTRICAL FEATURES

- Service panel, with circuit breakers.
- Pre-wiring for two telephone and two cable television outlets.
- White decorative light switches and receptacles throughout.
- Ceiling light outlet in dining room.
- Pre-wired high-speed Internet access.
- Hard-wired smoke detector.

MECHANICAL

- Individually controlled air-conditioning and heating (vertical fan coil system).

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

Declarant's name: Pinnacle International (Bay St.) Ltd.

Declarant's municipal address: 6 Harbour Street, Toronto, ON M5J 3B1.

Brief legal description of the property/proposed property:

Comprised of a portion of (the northwest portion of) Part of Block 5, Plan 655E, in the City of Toronto

Mailing address of the property/proposed property for Levels 1 to 33: c/o 18 Harbour Street, Toronto, Ontario M5J 2Z6

Mailing address of the property/proposed property for Levels 34 to 54: c/o 16 Harbour Street, Toronto, Ontario M5J 2Z7

Municipal address of the property/proposed property for Levels 1 to 33: 18 Harbour Street, Toronto, Ontario M5J 2Z6

Municipal address of the property/proposed property for Levels 34 to 54: 16 Harbour Street, Toronto, **Ontario M5J 2Z7**

Toronto Standard Condominium Corporation No: ....*(Identify condominium plan, if available)* (known as the "Corporation")

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

Purchasers should review all documentation.

In this Table of Contents,

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

"common elements" includes proposed common elements;

"common interest" includes a proposed common interest; and

"property" includes proposed property.

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

Matter		**Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement**
1. The Corporation is a freehold condominium corporation that is a standard condominium corporation.	Yes ☒ No ☐	Refer to: Heading B, Section 1.(a)(iii) at Page 2 of the Disclosure Statement and the fourth recital of the Declaration at Page 1 and Section 1.2 of the Declaration at Page 2 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: Heading B, Section 1.(a)(iv) at Pages 2 and 3 of the Disclosure Statement.
(For all condominium corporations except common elements condominium corporations: 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	Yes ☒ No ☐	Refer to: Heading B, Section 1.(a)(iv) at Pages 2 and 3 of the Disclosure Statement.

the *Ontario New Home Warranties Plan Act*.		
4. A building on the property or a unit has been converted from a previous use.	Yes ☒ No ☐	Refer to: Heading B, Section 1.(a)(iv) and (xi) at Pages 2, 3 and 5 of the Disclosure Statement. Refer also to Paragraph 18(c) of Schedule "A", Page 14 of the Agreement of Purchase and Sale
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.	Yes ☒ No ☐	Refer to: Heading B, Section 1.(a)(iv) and (v), a., b., and c. at Pages 2, 3 and 4 of the Disclosure Statement; Refer also to Heading B, Section 1.(b), Pages 7 and 8 of the Disclosure Statement; Refer also to Heading D, Section 1, Page 12 of the Disclosure Statement; Refer also to Section 4.4, 4.5 and 4.6 at Pages 7 and 8 of the Declaration.
6. A provision exists with respect to pets on the property.	Yes ☒ No ☐	Refer to: Heading C at Page 11 of the Disclosure Statement; Refer also to Section 3.2 at Page 5 of the Declaration.
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: Heading B, Section 2.(a) and (b), Pages 8 and 9 of the Disclosure Statement, Section 3.3, 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 at Pages 5 to 8 of the Declaration.
(For all condominium corporations except common elements condominium corporations: 8. The declarant intends to lease a portion of the units*)* The portion of units (or the common interests, as the case may be) to the nearest anticipated 25 per cent, that the declarant intends to lease is 25 per cent.)	Yes ☒ No ☐ Yes ☒ No ☐	Refer to: Paragraph 15 of Schedule "A", Page 12 of the Agreement of Purchase and Sale; Refer also to Heading B, Section 1.(a)(vi) at Page 4 of the Disclosure Statement.
(For all condominium corporations except common elements condominium corporations, include the following paragraph:) 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 "D1" and Schedule "D2" of the Declaration.
(For all condominium corporations except common elements condominium corporations, include the following paragraph:) 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: Monthly Common Expense by Unit Type Schedule.
(For all condominium corporations except common elements condominium corporations: 11. One or more units are exempt from a cost attributable to the rest of the units.*)*	Yes ☒ No ☐	Refer to: Schedule "D1" and Schedule "D2" of the Declaration.
12. There is an existing or proposed by-law establishing what constitutes a standard unit. 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.	Yes ☐ No ☒	Accompanying the Disclosure Statement is the Schedule contemplated under Clause 43(5)(h) of the *Condominium Act, 1998.*

13. Part or the whole of the common elements are subject to a lease or licence.	Yes ☒ No ☐	Refer to: Heading B, Section 1.(a)(ii)b. at Page 2 regarding the Construction Licence Agreement and Heading D, Section 2 at Pages 12 and 13 of the Disclosure Statement regarding the Construction Licence Agreement; Refer also to By-Law No. 3 and the accompanying Construction Licence Agreement. It is anticipated that the Declarant, on behalf of the Condominium Corporation, will be entering into an access agreement with a cable television provider for the purposes of permitting the provider access to this Condominium to provide television and other services. (See Heading D, Section 5(iv)(b) at Page 15 of the Disclosure Statement).
14. Parking for owners is allowed: *(except in the case of a common elements condominium corporation:* (a) in or on a unit;*)* (b) on the common elements; (c) on a part of the common elements of which an owner has exclusive use. *(If "Yes" to any of clauses (a), (b) and (c), add:* There are restrictions on parking.*)*	 Yes ☒ No ☐ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☒ No ☐	Refer to: Heading B, Section 1.(b) at Pages 7 and 8 of the Disclosure Statement and Section 2.(b) at Pages 8 and 9 of the Disclosure Statement, Refer also to Section 4.2 at Page 6 of the Declaration.
15. Visitors must pay for parking. There is visitor parking on the property.	Yes ☒ No ☐ Yes ☐ No ☒	Refer to: Heading B, Section 1.(a)(i) at Pages 1 and 2 of the Disclosure Statement and Heading B, Section 1.(a)(vii) at Page 4 of the Disclosure Statement; Parking for visitors is situate within the Retail Structure adjacent to this Condominium and the Adjacent Condominium Corporations.
16. The declarant may provide major assets and property, even though it is not required to do so. *(If "Yes", identify the major assets and property involved.)*	Yes ☐ No ☒	Refer to: Heading B, Section 1.(a)(xiii) at Page 6 of the Disclosure Statement. As indicated in the afore-referenced Section, the Declarant will be providing the guest suites, lobby and other furnishings and finishings in the general course of development of this Condominium and has provided the initial items required by the City of Toronto for the Daycare Facility situate in Building B.
17. The corporation is required: (a) to purchase units or assets; *(If "Yes", identify the units and assets involved.)* (b) to acquire services; *(If "Yes", identify the services involved.)*	 Yes ☐ No ☒ Yes ☒ No ☐	 Refer to: Heading B, Section 1.(a)(xiii) at Page 6 of the Disclosure Statement, Heading D, Section 5.(iv)(a) at Pages 14 and 15 of the Disclosure Statement; Refer also to the draft Management Agreement accompanying this 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. *(If "Yes", identify the agreements and leases involved.)*	Yes ☒ No ☐	Refer to: Heading B, Section 1.(a)(ii) a and b and (xiii) at Pages 2 and 6 of the Disclosure Statement, Heading D, Sections 1, 2, 3 and 4 at Pages 12 and 13 of the Disclosure Statement and Heading D, Section 5.(iv)(a), Pages 14 and 15 of the Disclosure Statement; Refer also to By-Law No. 2 and the Shared Facilities Agreement, By-Law No. 3 and the Construction Licence Agreement and By-Law No. 4 and the proposed Assumption Agreement and, as well, the proposed Management Agreement. Refer also to Section 9.1(b), (g), (o) and (t), Pages 14 and 15 of the Declaration.
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. *[If "Yes", complete the following:* (1) The adjacent lands owned by the declarant include existing retail stores and the lands under construction for proposed Building D. (2) The declarant has made representations respecting the future use of the land. The disclosure statement contains a statement of the representations. (3) Applications have been submitted to an approval authority respecting the use of the land.	Yes ☒ No ☐ (2) Yes ☒ No ☐ (3) Yes ☐ No ☒	Refer to: Heading B, Section 1.(a)(x) a. and b. at Page 5 of the Disclosure Statement. (2) Refer to: Heading B, Section 1.(a) (i) at Pages 1 and 2 and 1.(a) (x) b. at Page 5 of the Disclosure Statement. (3) Refer to: Heading B, Section 1.(a)(x) b. at Page 4 of the Disclosure Statement. The declarant does contemplate a future committee of adjustment application to convert Level 54 of this Condominium to residential uses and/or to process a committee of adjustment application to obtain consent for the conveyance for all or any portions of the Parking Garage and/or the Retail Structure.
(In the case of a standard condominium corporation, include the following paragraph:) 19. To the knowledge of the declarant, the Corporation intends to amalgamate with another corporation or the declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.	Yes ☐ No ☒	Refer to: Heading B, Section 1.(a)(viii) at Page 4 of the Disclosure Statement.
20. to 27. N/A	N/A	N/A

The purchaser's rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale are set out at Heading D, Section 7 at Pages 16 and 17 of the Disclosure Statement.

This disclosure statement is made this 12th day of February, 2009.

DISCLOSURE STATEMENT

SUCCESS TOWER AT PINNACLE CENTRE
TOWER C

A. NAME AND MUNICIPAL ADDRESS

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

Declarant Name and Municipal Address:...............	Pinnacle International (Bay St.) Ltd. 6 Harbour Street Toronto, ON M5J 3B1
Mailing Address of the Property for Levels 1 to 33:...	18 Harbour Street, Toronto, ON M5J 2Z6
Municipal Address of the Property for Levels 1 to 33:...	18 Harbour Street Toronto, ON M5J 2Z6
Mailing Address of the Property for Levels 34 to 54:..	16 Harbour Street Toronto, ON M5J 2Z7
Municipal Address of the Property for Levels 34 to 54:...	16 Harbour Street Toronto, ON M5J 2Z7

B. GENERAL DESCRIPTION OF THE CONDOMINIUM PROJECT

SECTION 1.(a) - Description of the Property
(i) General

The property upon which the proposed mixed use residential condominium will be constructed is located within the overall site developed (and to be developed in the case of Building D) by the Declarant on a parcel of land bounded by Yonge Street, Bay Street, Harbour Street and Lakeshore Boulevard, in the City of Toronto, being comprised of a portion of (the northwest portion of) Part of Block 5, Plan 655-E, City of Toronto. The Condominium Corporation to be created upon the registration of a declaration and description of this Condominium will hereinafter be sometimes referred to as **"this Condominium"**, **"this Corporation"**, **"the Corporation"**, **"this Condominium"**, **"Building C"**, the **"Phase III Corporation"** or the **"Phase III Condominium"**. This Condominium will be further and more particularly described upon completion of the building in a strata reference plan of survey to be prepared by an Ontario Land Surveyor.

The Declarant has constructed within the overall project site known as "Pinnacle Centre" a high-rise, mixed use residential tower to the northeast of this Condominium, sometimes referred to in the accompanying condominium documents as **"Phase I"**, **"Building A"**, the **"Phase I Corporation"** or the **"Phase 1 Condominium"**. Additionally, the Declarant has constructed a second mixed-use residential tower situate to the south of Building A and sometimes referred to in the accompanying condominium documents as **"Phase II"**, **"Building B"**, the **"Phase II Corporation"** or the **"Phase II Condominium"**. The Declarant (or a related party to the Declarant) has commenced construction of the underground portion of a fourth mixed-use residential tower, being sometimes referred to in the accompanying condominium documents as **"Phase IV"**, **"Building D"**, the **"Phase IV Corporation"** or the **"Phase IV Condominium"**. The definitions of **"Phase IV"**, **"Building D"**, **"Phase IV Corporation"** or the **"Phase IV Condominium"** will apply irrespective of the existence or non-existence of proposed Building D. Building A, Building B and Building D are sometimes hereinafter collectively referred to as **"Adjacent Condominium Corporations"**. Although the Declarant's current plans for Pinnacle Centre include the creation of Building D, the date of anticipated completion of construction of Building D will be at the discretion of the Declarant and in accordance with general market conditions. Additionally, as market conditions fluctuate, the Declarant reserves the right to construct all or portions of this additional proposed mixed-use residential tower as commercial, office and/or hotel/furnished suites (or some combination thereof) tenure and, in such event, the condominium documents shall be revised to reflect an alternate tenure of ownership.

Portions of the building to comprise, in part, this Condominium, will be designed and constructed for commercial, retail and/or office use (the **"Retail Structure"**). The Retail Structure will not form part of this Condominium, and the ownership of the Retail Structure will remain in the name of the Declarant until such time as the Declarant transfers the premises comprising the Retail Structure to one or more Purchasers for valuable consideration. This consideration will be paid to the Declarant and not the Condominium. There are similar commercial, retail and/or office components adjacent to each of the Adjacent Condominium Corporations (collectively the **"Adjacent Retail Structure"**).

In addition, portions of the building to comprise, in part, this Condominium, will be designed and constructed for the operation of a commercial parking garage (the "**Parking Garage**"). The Parking Garage will form part of the Retail Structure and not form part of this Condominium. The ownership of the Parking Garage will remain in the name of the Declarant until such time as the Declarant transfers the premises comprising the Retail Structure and/or the Parking Garage to one or more purchasers for valuable consideration. This consideration will be paid to the Declarant and not the Condominium. All income (whether by sale, lease or parking revenue) will be for the sole account of the Declarant. Portions of the buildings comprising, in part, the Adjacent Condominium Corporations have also been designed and constructed for the operation of the commercial parking garage which areas, together with the Parking Garage, shall constitute one cohesive commercial parking garage to remain in the name of the Declarant until the transfer of the premises comprising the Parking Garage (and adjacent commercial parking garage areas) to one or more purchasers.

It is anticipated that this Condominium will be (and is) subject to and be entitled to various easements and/or rights of way, including those easements and/or rights of way in favour of any one or more of the Adjacent Condominium Corporations, the Adjacent Retail Structure (hereinafter defined) and the Retail Structure for support and to permit access throughout Pinnacle Centre. In addition, the Declarant is contemplating the incorporation, within Building D, of a freehold or condominium hotel component and/or furnished suites component (collectively, the "**Hotel Component**"). In the event that the Declarant proceeds with the Hotel Component, then this Condominium will be further subject to all necessary easements and rights of way to facilitate the access to and egress from the Amenities contained within this Condominium and/or the Adjacent Condominium Corporations and to all other necessary components of Pinnacle Centre, all as determined by the Declarant, in its sole discretion, and in consultation with its project consultants, in favour of the Declarant, its invitees and the guests and employees of the Hotel Component. Purchasers are advised that during the construction and development of Pinnacle Centre, it may be necessary for the Declarant to close, temporarily, all or some of the Amenities (hereinafter defined) and/or to remove portions thereof and/or to temporarily remove or close off portions of the common element areas of the Condominium or areas of the Adjacent Condominium Corporations and portions of the common interior roadways (and, if applicable, portions of the underground garages within any of the buildings) as applicable. Purchasers are further advised that during the construction of the other components of Pinnacle Centre, the Declarant, its contractors, suppliers, trades and invitees will be entitled to use those portions of the roadways within the common elements of the Condominium and that, during construction, a certain amount of dust, noise and heavy traffic will occur. The Declarant will take reasonable efforts to ensure that its contractors, suppliers, trades and invitees will carry out their work on behalf of the Declarant in such a manner as to reasonably reduce and minimize the degree of interference and discomfort of the residents of the Condominium, provided that nothing shall derogate or circumscribe from the right of the Declarant to complete construction of the various components of Pinnacle Centre. In addition, this Corporation shall enter into a Construction Licence Agreement (hereinafter more particularly described) with the Declarant for the purposes of granting exclusive rights over this Condominium to facilitate construction of the remaining components of Pinnacle Centre (inclusive of Building D and the Retail Structure).

(ii) Sharing of Certain Facilities and Services Between Building B, the Adjacent Condominium Corporations, the Retail Structure and the Adjacent Retail Structure.

a. Shared Facilities Agreement

The Phase I Condominium, the Phase II Condominium and the Declarant, on behalf of this Condominium and Building D, and on its own behalf as owner of the Retail Structure (inclusive of the Parking Garage) and the Adjacent Retail Structure, entered into a shared ownership, easement and cost sharing agreement dated August 24, 2006 (the "**Shared Facilities Agreement**") in order to provide for the shared ownership, use, maintenance and repair of the Shared Facilities (as therein defined), all as more particularly described in the Shared Facilities Agreement. A copy of the executed Shared Facilities Agreement (which is appended to By-Law No. 2) accompanies this Disclosure Statement.

This Condominium shall be obliged to assume the benefits and obligations of the Shared Facilities Agreement upon creation of this Condominium. Upon assumption, the Declarant shall be released and forever discharged, as it pertains to this Condominium and the Adjacent Condominium Corporations, from the obligations under the Shared Facilities Agreement.

b. Construction Licence Agreement

As previously indicated, this Condominium shall enter into a Construction Licence Agreement with the Declarant to permit and assist in the construction of Building D, the Retail Structure, the Adjacent Retail Structure, any retail/commercial/office components (inclusive of the Hotel Component) to be adjacent to Building D and any other components of Pinnacle Centre. The Construction Licence Agreement shall grant exclusive rights to the Declarant for the operation and overswing of booms and related apparatus of a tower crane, the right to install underpinning, soldier piles and lagging as part of a shoring system necessary for excavation and construction regarding the additional components of Pinnacle Centre. In addition, the Construction Licence Agreement will grant exclusive rights to the Declarant to erect construction hoarding on and within the lands comprising this Condominium and rights to bore cavities and place tie-backs upon and within the lands comprising this Condominium. A copy of the Construction Licence Agreement (which is appended to By-Law No. 3) accompanies this Disclosure Statement.

(iii) Type of Condominium Corporation

The Condominium Corporation to be created upon the registration of the declaration and description for this Condominium will be a freehold condominium corporation that is a standard condominium corporation.

(iv) Ontario New Home Warranties Plan Act

The units and common elements comprising the Corporation will be subject to the Ontario New Home Warranties Plan Act and the Vendor or Declarant has enrolled or intends to enrol the proposed units and common elements with the Tarion Warranty

Corporation. No building situate on the lands to comprise this Condominium, nor any proposed unit (with the exception of certain parking units, bicycle/locker units and/or storage/locker units as discussed below) has been converted from a previous use. As indicated in the immediately preceding sentence, and as further discussed in Heading B, Section 1.(a)(xi), a portion of the parking units, bicycle/locker units and/or storage/locker units to be contained within certain levels of the Condominium will be created from an existing (i.e. previously constructed) structure which currently forms part of the Parking Garage and, in this regard, will constitute a conversion from a previous use, namely the use of such areas for the purposes of the parking of cars within the Parking Garage.

It is not anticipated that any part of the common elements will be utilized for commercial or other purposes not ancillary to residential purposes, save and except for any ancillary usage of the common elements for the users and operators of the Daycare Facility, the Utility Monitor (hereinafter defined), the Sign Units and the Communication Control Units and for access to and egress from the common elements of this Condominium and/or the Adjacent Condominium Corporations for the use of the overall amenities serving Pinnacle Centre for the Declarant, its guests, invitees, occupants and guests/residents of the Hotel Component (as more particularly set out in the section entitled *Commercial Uses*).

(v) Commercial Uses

It is not anticipated that any part of the common elements will be utilized for commercial or other purposes not ancillary to residential purposes, save and except for any ancillary usage of the units and/or common elements for the users and operators of the Sign Units, the Communication Control Units, the Daycare Facility and the service provider for the purposes of the Utility Monitoring Agreement (hereinafter defined) and the guest and residents of the Hotel Component.

a. Daycare Facility

The Section 37 Agreement, as amended, pertaining to the development of Pinnacle Centre, contains a requirement for the provision of a daycare facility to be situate within Building B and to be leased to a daycare operator. In order to secure the approvals for Pinnacle Centre, the Declarant, on behalf of this Condominium and the Adjacent Condominium Corporations, (as Landlord) entered into a Daycare Facility and Equipment and Furnishings Lease dated October 18, 2006 with the YMCA of Greater Toronto (as Tenant) and the City of Toronto (the "**Daycare Lease**"). A copy of the Daycare Lease accompanies this Disclosure Statement. The Daycare Facility unit is included as one of the Shared Facilities items in the Shared Facilities Agreement.

This Condominium and the Adjacent Condominium Corporations are obliged to maintain and repair the Premises (as that term is defined in the Daycare Lease) and equipment and furnishings in accordance with the terms set out in the Daycare Lease, including heating, ventilation, air conditioning, mechanical and electrical systems, doors and windows, major appliances, building structure, outdoor play areas, equipment and surfaces, interior play areas, sidewalks and all other areas facilities, equipment, furniture, fixtures, structures and services which form part of the Premises leased to the YMCA. In addition, this Condominium and the Adjacent Condominium Corporations are obliged to provide the caretaking services for the leased premises substantially in accordance with the cleaning specifications set out in Schedule "E" to the Daycare Lease via a professional property manager. In addition, this Condominium and the Adjacent Condominium Corporations are obliged to supply, at their cost, hydro, water and gas services to the premises, all costs associated with owning, operating, insuring, maintaining, repairing, improving and replacing the Premises and the equipment and furnishings during the term shall be for the account of this Condominium and the Adjacent Condominium Corporations. All costs and expenses relating to the daily operation of the daycare centre, such as costs relating to the employment of qualified staff and supplies for daily operation are for the account of the YMCA. The YMCA is obliged to make application for all available governmental assistance, grants and subsidies available from time to time from the governmental authorities and all funds received by the YMCA in this connection are to be remitted to the landlord (namely, the Pinnacle Centre Condominiums) or used to fund the Pinnacle Centre Condominium's obligations under the Daycare Lease.

Building A and Building B have previously assumed the obligations of the Declarant under the Daycare Lease and it shall be a duty and obligation of this Condominium to assume the benefits and obligations of the Daycare Lease (and any ancillary documents) upon its registration as a condominium corporation under the Condominium Act S.O. 1998, as amended (the "**Act**"). Similarly, upon creation of Building D as a condominium corporation, Building D will be obliged to assume the benefits and obligations of the Daycare Lease and be responsible for its share of the costs of same as set forth in the Shared Facilities Agreement. Currently, Building A and Building B share all obligations, costs and expenses of the Daycare Lease. However, pursuant to the Shared Facilities Agreement, upon the creation of this Condominium (and, similarly, Building D) those obligations, costs and expenses will be shared by this Condominium and the Adjacent Condominium Corporations in the proportions set out in the Shared Facilities Agreement. As provided for in the Share Facilities Agreement, the Declarant shall not pay nor be responsible for any costs and expenses under the Daycare Lease, which costs and expenses shall be solely for the cost and expense of this Condominium and the Adjacent Condominium Corporations.

Purchasers should refer to the Daycare Lease which accompanies this Disclosure Statement for details of all of the terms and conditions of the Daycare Lease.

b. Sign Units

The Declarant intends to create within this Condominium one or more Sign Unit(s) for advertisements, corporate/commercial logos and other banner type advertisements or such other uses desired by the owner of the Sign Unit(s) and permitted by applicable zoning by-laws, from time to time, in a location(s) to be determined by the Declarant in its sole discretion prior to registration of the condominium plan creating this Condominium.

Ownership of the Sign Unit(s) may be retained by the Declarant or by a related entity or entities or assigned, leased or sold to a third party with all such remuneration to be paid to and to be the property of the Declarant. The Declaration sets out further details and restrictions with respect to the Sign Unit(s).

c. Communication Control Units

The Declarant intends to create one or more communication control units (the "CCU" or "**Communication Control Units**") which will be used and occupied by the owner of such units, including the Declarant or a telecommunication systems provider, who may retain full ownership to the CCU for the purposes of broadcasting, distributing, transmitting, receiving and re-transmitting radio, telephone, television, microwave, radio data, paging and/or satellite transmissions, signals or other similar forms of communication.

Ownership of the Communication Control Unit(s) may be retained by the Declarant or by a related entity or entities or assigned, leased or sold to a third party with all such remuneration to be paid to and to be the property of the Declarant. The Declaration sets out further details and restrictions with respect to the Communication Control Units.

d. Hotel Component – Building D

The Declarant currently intends to construct the Hotel Component within a portion of Building D (either as part of Building D, or separate) which Hotel Component may remain in freehold tenure or comprise of a separate condominium plan. As indicated previously in this Disclosure Statement, in the event that the Declarant does elect to construct the Hotel Component then the residents and guests of such Hotel Component shall be entitled to the use and enjoyment of the (total) Amenities of Pinnacle Centre, without cost. The declaration for this Condominium contains restrictions on the Condominium and any employee, invitee, unit owner and resident of the Condominium from hindering or disrupting the access to, egress from and use of the Amenities by such residents and guests of the Hotel Component. Furthermore, in the event that the Declarant does proceed to construct the Hotel Component then all necessary revisions will be effected to the Shared Facilities Agreement to recognize and reflect such additional component parts with the cost allocation attributable to the Hotel Component to be determined by the Declarant's consulting architect, which determination shall be final and binding on all parties to the Shared Facilities Agreement. Purchasers are advised to refer to the Shared Facilities Agreement which accompanies this Disclosure Statement for further particulars in this regard.

(vi) Leasing and Investors

The Declarant does not intend, but expressly reserves its right, to market a block or blocks of units to investors.

The portion of units, to the nearest anticipated twenty-five per cent (25%), that the Declarant intends to lease is twenty-five percent (25%). This percentage estimate may increase or decrease as market conditions for sales fluctuate.

(vii) Visitor Parking and Visitor Bicycle Spaces

It is currently anticipated that there shall be approximately one hundred and seven (107) visitor parking spaces for use by this Condominium and the Adjacent Condominium Corporations (the "**Visitor Parking Spaces**"). The Visitor Parking Spaces will be constructed within the Parking Garage. Accordingly, the Visitor Parking Spaces will not be contained within this Condominium (or the Adjacent Condominium Corporations) but will be contained within the Parking Garage. Visitors/guests to owners and occupants of units within the Condominium will be able to park their cars within the Parking Garage subject to the requirement to pay the normal hourly or daily rate to the Declarant or operator of the Parking Garage, as these rates apply to members of the public, generally.

It is currently anticipated that there will be approximately one hundred and sixty (160) visitor bicycle spaces to be shared between this Condominium and the Adjacent Condominium Corporations. Forty (40) of the visitor bicycle spaces are situate within Building A and forty (40) visitor bicycle spaces are situate within Building B. It is currently anticipated that (approximately) forty (40) visitor bicycle spaces will be situate within this Condominium (with the balance of the remaining contemplated visitor bicycle spaces to be contained within Building D). The (total) visitor bicycle spaces will be for the use of this Condominium and the Adjacent Condominium Corporations.

The required amount of Visitor Parking Spaces and visitor bicycle spaces may change depending upon the (ultimate) total unit count contained within Pinnacle Centre. In such case, purchasers are advised that the Visitor Parking spaces and visitor bicycle spaces counts may change but in any event there will be no less than the minimum required amount of Visitor Parking Spaces and visitor bicycle spaces required by the applicable zoning by-laws. The Declarant reserves the right to re-allocate what percentage of the visitor bicycle spaces will be contained within this Condominium and Building D.

(viii) Amalgamation

To the knowledge of the Declarant, the Corporation does not intend to amalgamate with another corporation and 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 this Condominium.

(ix) Declarant's Right To Excess Interest

Purchasers are advised that the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest the Declarant is required to pay under Section 82(8) of the Act.

(x) Adjacent Lands

a. Current Use of the Adjacent Lands

As hereinbefore indicated, the lands adjacent to this proposed Condominium, have been improved by the construction of Building A and Building B (and the retail components adjacent to each). The land to comprise Building D is presently under construction for the erection of Building D and the retail/commercial/office component to be adjacent to Building D.

b. Future Uses of the Remaining Portions of the Lands Comprising this Condominium

As is indicated in this Disclosure Statement, the Declarant's current intention (but not its obligation) is to develop the remaining portions of Pinnacle Centre for the development of Building D and (possibly) the Hotel Component and the commercial/retail/office component to be situate adjacent to Building D, subject to market conditions. There are no current applications which have been submitted by the Declarant to the governmental authorities pertaining to Building A, Building B, Building D, the Retail Structure and/or Adjacent Retail Structure.

The Declarant recently received Committee of Adjustment approval for an additional three floors to be contained within this Condominium and has obtained the building permit to construct those additional floors and the intended additional residential units to be contained therein. In addition, the Declarant currently intends to seek consent from the Committee of Adjustment or other appropriate authority to convert Level 54 to residential uses and to therefore increase the unit count proposed for this Condominium by the incorporation of that proposed unit. In no event, shall such applications constitute or be construed to constitute a material change.

Purchasers are advised that the Declarant intends to process a committee of adjustment application (and any related applications) to obtain consent for the conveyance of all or any portions of the Parking Garage and/or Retail Structure, which have already been built, to a separate entity. All such monies paid by the separate entity to the Declarant in relation to said conveyance is to be the sole property of the Declarant.

(xi) Parking Garage and Convention Centre Parking Facility

The Parking Garage will be constructed, in part, to satisfy the obligation for the provision of three hundred and three (303) parking spaces for the Convention Centre facility (the **"Convention Centre Parking Spaces"**) pursuant to the Section 37 Agreement and an agreement dated the 18th day of March, 1988 and registered as Instrument No. CT950423 pertaining to the provision of the three hundred and three (303) parking spaces. This Corporation will be subject to all easements required to enable the proper functioning and operation of the Parking Garage, including, without limitation, the access to and egress from the Convention Centre Parking Spaces by the parties to be benefitted thereby pursuant to the Section 37 Agreement and the Agreement registered as Instrument No. CT950423. While it is currently contemplated that the Parking Garage will be situate, on Level A adjacent to this Condominium and the Adjacent Condominium Corporations, the Declarant is currently utilizing other levels adjacent to Building A, in addition to Level A, for the purposes of the Convention Centre Parking Spaces and the Parking Garage, in general. Purchasers are advised that the Declarant reserves the right to cause some portion(s) of such levels adjacent to Building A to be incorporated within the condominium plan and description for this Condominium which parking units (and possibly storage/locker units) are to be created within this P2 level. Purchasers are further advised that the Declarant may elect to utilize a portion or portions of proposed Level B adjacent to this Condominium to form part of the Parking Garage.

Accordingly, Purchasers are advised that a portion of the parking units, bicycle/locker units and/or storage/locker units to be contained within certain levels of this Condominium will be created from an existing (i.e. previously constructed) structure which currently forms part of the Parking Garage. Purchasers are further advised that as the common elements (to be created upon registration of the condominium plan for this Condominium) within the area of the existing Parking Garage do not constitute new construction, this portion of the Condominium will not have the benefit of any warranty coverage by the Ontario New Home Warranties Plan Act. Purchasers are advised that the Condominium, and the unit owners, shall be solely responsible for all maintenance and repair obligations, on their own accord, for this portion of the Condominium. Purchasers further acknowledge that the Declarant has no contractual, statutory, common law or implied warranties of fitness for purpose or otherwise of any aspect of this portion of the Condominium. In this regard, this Condominium and all unit owners waive any and all claims as against the Declarant in this regard.

The Declarant reserves the right to create a separate condominium corporation comprised of the Parking Garage and/or to sever the Parking Garage from the balance of the lands comprising this Condominium, the Adjacent Condominium Corporations, the Retail Structure and/or the Adjacent Retail Structure and to convey same to a separate entity. In the event that the Declarant elects to create the Parking Garage as a separate condominium plan then all appropriate and necessary amendments will be made to the Shared Facilities Agreement. Similarly, in the event that the Declarant elects to create a separate condominium corporation(s) of all or any portion of the Retail Structure and/or the Adjacent Retail Structure, then all appropriate and necessary amendments will be made to the Shared Facilities Agreement. While the Declarant may be the operator of the Parking Garage, Purchasers are advised that the Declarant may lease or license the Parking Garage, in whole or in part, to a vehicle parking facility owner/operator. In either event, it is intended that the Visitor Parking Spaces to be provided for this Condominium (and the Adjacent Condominium Corporations) shall be situate within the Parking Garage and that visitors of residents and owners of units in this Condominium will be obliged to pay the normal hourly or daily rate to the Declarant or operator of the Parking Garage, as these rates apply to members of the public, generally.

(xii) 10 Queen's Quay and 10 Yonge Street Visitor Parking

The Declarant is obliged to provide a certain number of parking spaces for guests of residents 10 Queen's Quay and 10 Yonge Street. The parking spaces to be made available to the visitors to owners and residents of 10 Queen's Quay and 10 Yonge Street will be situate within the Parking Garage. However, this Corporation will be subject to any easements required to facilitate access to and egress from these parking spaces to and in favour of the guests of owners and residents of 10 Queen's Quay and 10 Yonge Street.

(xiii) Units, Assets, Property And Services

There are no major assets or property that the Declarant will be providing, other than those items forming part of the guest suites, the lobby and other finishings and furnishings which are in the general course of development of this Condominium. The Declarant has previously provided the initial items required by the City of Toronto for the daycare facility as outlined in the Daycare Lease. Other than the items constituting the 'start up' components of the daycare facility, this Condominium, as previously stated, will be solely responsible to pay and/or absorb all costs, expenses and obligations regarding the Daycare Facility (together with the Adjacent Condominium Corporations). Purchasers are advised to review the accompanying Daycare Lease for all costs and expenses to be absorbed/borne by this Condominium and the Adjacent Condominium Corporations.

Each owner of a Palatial Residence (as hereinafter defined) will be required to pay his or her proportionate share of the expenses set out in Schedule D2 of the Declaration, which expenses relate to the costs of the Palatial Concierge (as hereinafter defined) and the repair, maintenance and reconstruction of the Palatial Lobby (as hereinafter defined) and the Palatial Mailroom (as hereinafter defined) which are reserved for the use of the Palatial Residences. In addition to the expenses set out in Schedule D2 of the Declaration (the "**Additional Contribution**"), each owner of a Palatial Residence will be required to pay his or her proportionate share of the expenses set out in Schedule D1 (the "**Regular Contribution**"), as said owner will have the benefit of the concierge more particularly described in the third paragraph of Section 1 (b) of this Disclosure Statement, outside the operating hours of the Palatial Concierge.

The Corporation is not required to enter into any lease with the Declarant, subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant. Purchasers are advised, however, that the Declarant (or affiliate) may act as the property manager for this Condominium. Alternatively, the Declarant may elect to arrange for a third party property manager to be the manager for this Condominium and, in such event, this Condominium shall be obliged to enter into the Management Agreement in the form required by such third party property manager.

It is currently contemplated that the Condominium will be designed such that hydro service (and, possibly, gas service) will be individually metered or check metered for the residential units. Accordingly, hydro (and, possibly, gas) expenditures do not comprise part of the common expenses and are not included in the budget (save for any of such utility(ies) which are supplied to the common elements). If, for whatever reason, a utility supplier is unable to provide separate metering, the utility(ies) will be bulk metered and added to the common expenses and included in the budget. If, in the opinion of the Vendor and/or the registered owner of the lands, it is beneficial that this Condominium enter into an agreement with a corporation to provide for the installation of an electronic submetering system for the purpose of monitoring, maintaining and administering a submetering system to measure, electronically, hydro-electricity (and, possibly, gas) consumption (or any other utility which is separately check metered) (the "**Utility Monitoring Agreement**") then such Utility Monitoring Agreement will be entered into and this Condominium will be obliged to pass the requisite by-law authorizing the transfer of an easement through the common elements for this purpose and, as well, to assume such Utility Monitoring Agreement entered into by the Vendor or Declarant on behalf of this Condominium and each owner will be required to pay the administrative and connection charges typical in such agreements. Water will be bulk metered and will comprise part of the common expenses of this Condominium.

It is anticipated that the Declarant, on behalf of this Condominium, will grant an easement to and in favour of a cable television provider for the purposes of granting an easement of access and the right to install, upgrade, operate, remove, replace, supplement and maintain signal distribution and processing equipment including inside wires necessary to provide communication services to this Condominium (the "**Cable Agreement**") The Corporation will be obliged to assume the obligations of the Declarant under the Cable Agreement to be entered into between the Declarant and the service provider.

The Declarant will retain ownership of the Communication Control Unit(s) providing telephone, telecommunications, cable TV, internet and satellite services to the immediate site and the Declarant reserves the right, as the sole owner of the Communication Control Unit(s), to lease or licence parts of the roof top space to (a) third party provider(s) of telecommunication services to the public, generally.

(xiv) Fees And Charges

This Condominium will be required to pay its share of the Shared Costs set out in the Shared Facilities Agreement.

Additionally, this Corporation/unit owners will be required to pay the cost and charges required to be paid pursuant to the Utility Monitoring Agreement all as more particularly set out in the Declaration.

Each purchaser of a Palatial Residence is reminded that the purchaser will be required to pay the Additional Contribution as well as the Regular Contribution.

Each owner, or resident, of this Corporation that requires the use of a guest suite shall consult with the Corporation and/or Building Manager, as applicable, to reserve the right to the use of the guest suite and the owner or resident shall be obliged to pay to the Corporation, in advance, the sum of Sixty-five Dollars ($65.00) per night for the use of the guest suite. Purchasers are advised that if a unit owner and/or a resident of a unit in this Condominium requires the use of the party room to be contained within Building A or Building B then the owner or resident shall be obliged to pay to the Phase I/II Corporation, in advance, the sum established by Building A and Building B per booking for the use of the party room and shall be obliged to consult with the Phase I/II Corporation and/or the building manager to reserve such right to use. In the event that a unit owner and a resident of a unit in this Condominium requires the use of the party room to be contained within this Condominium, then the owner or resident shall be obliged to pay to the Corporation, in advance, the sum of One Hundred and Seventy-Five Dollars ($175.00) per booking for the use of the party room. It is anticipated that this Condominium and the Adjacent Condominium Corporations shall prepare and agree upon a set of joint rules as contemplated by the Act.

As previously stated , the Visitor Parking Spaces to serve this Condominium will be situate within the Parking Garage and visitors to residents of this Condominium will be obliged to pay the normal hourly or daily rate to the Declarant or operator of the Parking Garage, as these rates apply to members of the public, generally.

Purchasers should refer to the Budget Statement which accompanies this Disclosure Statement for all expenses of the Corporation and the particulars of the services being provided.

(xv) Standard Unit

Accompanying this Disclosure Statement is a copy of the schedule that the Declarant intends to deliver to this Condominium pursuant to Section 43(5)(h) of the *Act*, being the schedule setting out what constitutes a standard unit for each class of unit for the purpose of determining the responsibility for repairs and improvements after damage.

(xvi) Budget – Current Fiscal Year

Inapplicable, the Corporation has not been registered.

(xvii) Section 9(4) Application

The Declarant has not made application pursuant to Subsection 9(4) of the Act.

SECTION 1.(b) - Description of the Building and Units

The property is currently zoned to permit the construction of (approximately) 492 residential units, (approximately) 501 parking units, (approximately) 250 storage/locker units, (approximately) 160 bicycle/locker units, 3 guest suites, one or more Communication Control Unit(s), one or more Sign Unit(s), (possibly) one or more service room unit(s) and (possibly) one (or more) shared amenity unit(s). The residential units located on levels 2 to 33 are referred to as the "**Tower Residences**" and the residential units located on levels 34 to 54 are referred to as the "**Palatial Residences**".

The Condominium will share the benefit of one (1) concierge with Building D, which concierge will be provided on a twenty-four (24) hour, seven (7) day per week basis. In the event that this Condominium (or this Condominium and Building D, following the registration of Building D as a condominium plan) elects to provide for more than one (1) concierge then, in that event, any increased costs and expenses of the provision of an additional concierge will be at the sole cost and expense of this Condominium (and Building D, as applicable) and will not be for the cost and expense of the Declarant. Furthermore, the Declarant shall not pay, nor be responsible for any costs of the concierge, for or in respect of this Condominium or Building D while not yet registered, and for which Building D, if registered, would otherwise be responsible to pay and/or absorb.

There will be an additional concierge for the benefit of the Palatial Residences, only (the "**Palatial Concierge**") as set forth in Section 1.(a) (xiii), which concierge will be provided from 7:00 a.m. to 11:00 p.m., seven (7) days per week. In the event that this Condominium elects to either increase the operating hours of the Palatial Concierge or provide for more than one (1) Palatial Concierge then, in either event, any increased costs and expenses of the additional operating hours of the Palatial Concierge or the provision of an additional Palatial Concierge will be at the sole cost and expense of the owners of Palatial Residences in accordance with Schedule D2 to the Declaration and will not be for the cost and expense of the Declarant or the owners of the Tower Residences. Furthermore, the Declarant shall not pay, nor be responsible, for any costs of the Palatial Concierge, for or in respect of this Condominium. In addition, the Palatial Residences will have the benefit of its own mailroom (the "**Palatial Mailroom**") and separate lobby (the "**Palatial Lobby**"). The owners and residents of the Palatial Residences will not be restricted from using the concierge and lobby designated for the benefit of all owners or residents of Building C, however, owners, or residents of those residential units that are not Palatial Residences will not have the benefit of and will be restricted from using the Palatial Concierge, Palatial Mailroom and Palatial Lobby. It is anticipated that there will be six (6) elevators. It is anticipated that three (3) elevators, one of which is a moving elevator, will service levels 2 to 33 and the other three (3) elevators, one of which is a moving elevator, will service levels 34 to 54.

Without warranty or representation, the Declarant reserves the right to provide, in its sole, subjective, absolute and unfettered discretion, a separate parking area for the use of the owners and/or residents of the Palatial Residences.

The Declarant reserves the right to create within this Condominium a unit to be used as a utility unit where the ownership of that unit may be conveyed by the Declarant to a utility provider and any consideration received by the Declarant for such unit will be paid to the Declarant and will not be for the benefit of this Condominium. The anticipated total of parking units, storage/locker units and visitor bicycle spaces may be amended from that set out, but in any event there will be no less than the minimum number of such units required by the applicable zoning by-laws. Purchasers acknowledge and agree that any such amendments to the unit count figures in this regard shall be deemed not to be a material change.

This Condominium will not have the benefit of an on-site superintendent and/or a residence for a superintendent. No provision has been made by the Declarant for the provision of a unit or residence for a building superintendent and no such residence shall be provided by the Declarant for this Condominium.

In addition to the other Shared Facilities to be shared between this Corporation, the Adjacent Condominium Corporations, the Retail Structure and the Adjacent Retail Structure, this Corporation will share a driveway circle and drop-off area with the Adjacent Condominium Corporations as well as a shared lobby/concierge with Building D (and the Hotel Component, if constructed). Purchasers are advised that in the event the Declarant proceeds with the construction of the Hotel Component, then the shared lobby/concierge will be shared with the Hotel Component, in addition to Building D. Purchasers are further advised that in such event it is likely that there will be greater traffic and use of such area as a result of the Hotel Component. The cost of maintenance, repair and operation of the shared driveway circle and drop-off area and shared lobby/concierge shall be a shared expense between this Condominium and the Adjacent Condominium Corporations. The shared lobby/concierge with Building D shall be a shared expense between this Condominium and Building D.

Purchasers should be aware that although the residential units may have been wired for cable television service outlets, such service shall be provided and billed (on an individual subscriber basis) directly by the cable television supplier to the unit owner according to the individual users requirements and the number of outlets connected. Accordingly, monthly (or otherwise) cable television charges do not form part of the common expenses of this Condominium but rather will be borne and paid for by each individual residential unit owner.

The Declarant reserves the right to increase the height (and number of floors/storeys) of this Condominium, to increase or decrease the number of floors comprising the Palatial Residences and/or the Tower Residences, to increase or decrease the final number of residential units, parking units, storage/locker units, bicycle/locker units, the guest suite, the sign units, the communication control units, the shared amenity units and the service room units intended to be created within this Condominium, as well as the right to alter the design, style, size and/or configuration of the units ultimately comprised within this Condominium which have not yet been sold by the Declarant to any unit purchaser, all in the Declarant's sole, unfettered and unreviewable discretion, on the understanding that the final budget for the first year following registration of this Condominium will be prepared in such a manner so that any such variance in the unit count for the residential units, parking units, storage/locker units, bicycle/locker units, the guest suite, the sign units, the communication control units, the shared amenity units and the service room units will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to those dwelling, parking and/or storage/locker units sold prior to the date that any such variance is implemented by the Declarant (subject to the final sentence of this paragraph). In addition, the Declarant reserves the right to increase or decrease the final number of Visitor Parking Spaces and visitor bicycle spaces provided that any such variation complies with municipal zoning by-laws. Without limiting the generality of the foregoing, purchasers are hereby advised that one or more adjacent residential units may be combined or amalgamated prior to the registration of this Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined unit, and the overall dwelling unit count will be varied and adjusted accordingly. The Declarant also reserves the right, prior to registration of this Condominium, to change the location of the unit boundaries of the residential units, parking units, storage/locker units, bicycle/locker units, the guest suites, the Sign Units, the Communication Control Units, the shared amenity units and the service room units in its sole, absolute and unreviewable discretion, so long as the area of the units and the percentage interest in the common elements attributable thereto is not materially and substantially altered.

SECTION 2. - Description of Parking and Storage/Locker units

(a) Storage/Locker Units and Bicycle/Locker Units

The Declarant's current plans for this Condominium include the design and construction of (approximately) two hundred and fifty (250) storage/locker units and one hundred and sixty (160) bicycle/locker units in this Condominium.

NOTE: The purchase of a residential unit in this Condominium does not entitle the residential unit purchaser to acquire the ownership and use of one or more storage/locker units and/or bicycle/locker units which may be purchased, subject to availability, on a first come, first serve basis, from the Declarant for additional consideration.

No person other than the Declarant (and its invitees, inclusive of occupants of the Retail Structure and Adjacent Retail Structure, or portions thereof) or a resident of this Condominium and the Adjacent Condominium Corporations shall be entitled to use (/lease) a storage/locker unit and/or bicycle/locker unit in this Condominium. No person other than the Declarant or an owner of a unit in this Condominium, the Adjacent Condominium Corporations, the owner(s) of the Retail Structure and/or the Adjacent Retail Structure (or portions thereof) shall be entitled to own a storage/locker unit and/or bicycle/locker unit in this Condominium.

The Declarant reserves the right to designate any storage/locker units and/or bicycle/locker units for alternate uses, provided that any such variation in use is in accordance with the requirements and the by-laws of the City of Toronto.

(b) Parking Units

The Declarant's current plans for this Condominium include the design and construction of (approximately) 501 parking units in the parking garage structure of this Condominium.

No person, other than the Declarant (and its invitees, inclusive of occupants of the Retail Structure and Adjacent Retail Structure, or portions thereof) or resident of this Condominium and the Adjacent Condominium Corporations shall be entitled to use (/lease) a parking unit in this Condominium. No person other than the Declarant, or an owner of a unit in this Condominium, the

Adjacent Condominium Corporations, the owner(s) of the Retail Structure and/or Adjacent Retail Structure (or portions thereof) shall be entitled to own a parking unit in this Condominium.

NOTE: The purchase of a residential unit in this Condominium does not entitle the residential unit purchaser to acquire the ownership and use of one or more parking units which may be purchased, subject to availability, on a first come, first serve basis, from the Declarant for additional consideration.

As herebefore indicated, the Declarant reserves the right to provide, in its sole, subjective, absolute and unfettered discretion, a separate parking area for the use of the owners and/or residents of the Palatial Residences.

The Declarant reserves the right to designate any parking units for alternate uses, provided that any such variation in use is in accordance with the requirements and the by-laws of the City of Toronto.

SECTION 3. - Description of Recreational and Other Amenities

This Condominium will share (subject to the exceptions noted below) the benefit of the following amenities (the "**Amenities**") listed hereunder with the Adjacent Condominium Corporations:

A. Amenities contained within Building A

1. Hobby room.
2. Business centre/board room.
3. Pool.
4. Two whirlpools.
5. Sauna.
6. Steam room.
7. Men's and women's change rooms.
8. (Portion of) Party room (a contiguous portion will be within Building B, which together form the party room).
9. Gym
10. Media room.
11. Outdoor Amenity Units.
12. Tennis Court.
13. Two (2) guest suites (Building A only).

B. Amenities contained within Building B

1. (Portion of) Party room (a contiguous portion will be within Building A, which together from the party room).
2. One (1) guest suite (Building B only).

C. Amenities to be contained within (some portion of) Building C and/or Building D

1. Shared lobby and concierge (Building C and Building D only). *The owners of the Palatial Residences will have the benefit of the Palatial Concierge. The Palatial Concierge will not be shared with the Adjacent Condominium Corporations or the owners, or residents of the Tower Residences.*
2. Shared courtyard unit (Building C and Building D only).
3. Three (3) guest suites (Building C and Building D only).
4. Outdoor amenity space consisting of a terrace and running track and golf green (Building C and the Adjacent Condominium Corporations).
5. Squash and racquetball court.
6. Men's and women's change rooms.

7. Gymnasium and Yoga Room.

8. Party room, bar and catering kitchen.

9. Private dining area (not including dining service).

10. Cyberlounge (consisting of a computer and fax machine).

11. Sports Lounge and Billiard Room.

12. Wine lounge.

As the plans for Buildings C and D are at the initial stages, it is not possible to advise as to which of the amenities set out in Section C above will be contained within this Condominium and which will be contained within Building D. The intention, however, is that the (total) amenities will, ultimately, once constructed, be shared between this Condominium and the Adjacent Condominium Corporations (with the exceptions noted above in parenthesis). The Declarant reserves the right to amend the plans such that any of the Amenities set out in Section C. above currently contemplated to be contained in either of Building C and/or D will be amended so that certain that may have been planned to be contained within Building C will be in Building D and others which may have been planned to be contained within Building D will be in Building C. In no event shall same constitute a material change.

The amenities set out as being in Building A, Building B and/or (and to be contained in) Building D are hereinafter sometimes collectively referred to as the **"the Adjacent Condominium Corporation Amenities"**. Purchasers are advised that as certain of the Amenities will be contained within proposed Building D, such Amenities will not be available to the owners and residents of this Condominium unless and until such time as, and if, Building D is completely constructed.

It is intended that the (total) amenities (with the exceptions already noted) will be comprised of a recreational unit(s) within each of this Condominium, Building A, Building B and/or Building D and that the ownership and use will be shared between Building A, Building B, Building C and Building D as set forth in this Disclosure Statement and in the Shared Facilities Agreement.

The Amenities contained within Building A and Building B are constructed.

The amenities which the Declarant intends to provide within this Condominium are not presently completely but construction of same has been commenced and there is a proposed completion date of the Amenities to be contained within this Condominium of May 28, 2010 (subject, of course, to the facilities referenced above which will not be available nor completed until such time as, and if, Building D is constructed). The anticipated commencement and completion date may, however be delayed due to strikes or other labour disruptions, shortages in materials and equipment, inclement weather conditions or by other causes or events beyond the Declarant's control. It is unlikely that any of the Amenities will be operational and available for use by the Purchasers or residents during the period of interim occupancy. Moreover, the agreement of purchase and sale executed by Purchasers of units in this Condominium provides that the Vendor may extend the Confirmed Possession Date for every Purchaser, by a period or periods of time as more particularly specified therein. All Purchasers are hereby notified that any delay in the Confirmed Possession Date specified in their agreement of purchase and sale may ultimately lead to a concomitant delay in the commencement and completion date of the Amenities.

The Amenities will be finished in accordance with the plans and specifications to be prepared for this Condominium (and for the Adjacent Condominium Corporations for the Adjacent Condominium Corporations Amenities) by the project architect and may be amended, from time to time, in the course of tendering and construction of the Building. The Declarant reserves the right to determine the type of furnishings and equipment (if any) to be provided for the Amenities. The Declarant's proposed expenditures for the Amenities (in this Condominium and in the Adjacent Condominium Corporations) shall not exceed Two Hundred Thousand Dollars ($200,000.00) for such furnishings and equipment, however, these are the only expenditures to be made by the Declarant for common element and amenity "improvements" within the description of furnishings and equipment to be provided with such Amenities.

Only the Declarant and the residential units owners and their respective residents, tenants, visitors and invitees of this Condominium (and the Adjacent Condominium Corporations) shall have access to and use and enjoyment of the Amenities (subject to the exceptions already noted). Notwithstanding the foregoing, in the event that the Declarant elects to construct the Hotel Component then the residents and guests of such Hotel Component shall be entitled to the use and enjoyment of the (total) Amenities, without cost. Purchasers should note that the Declarant shall be entitled to use and occupy any portion of the Amenities and/or any of the common element areas of this Condominium as the Declarant may elect, in its sole and unfettered discretion, for the Declarant's marketing/sales/construction/customer service programs, and to erect and maintain one or more temporary model suites and signs at such locations upon the common elements and any unsold units as the Declarant may elect in its sole and unfettered discretion, until such time as the Declarant has sold and transferred title to all of the dwelling units in this Condominium and in the Adjacent Condominium Corporations.

The guest suites shall only be used to provide overnight accommodation for the guests of the owners and/or tenants of the dwelling units in this Condominium. The use of the guest room shall be subject to the terms and provisions of any applicable by-laws and regulations of the governmental authorities and any agreements entered into by the Corporation with any management/cleaning firm pertaining to same and shall also be governed by the Rules of this Condominium in force from time to time.

As contemplated by the Act, this Condominium will enter into a set of joint rules with the Adjacent Condominium Corporation and, accordingly, the owners and residents of residential units within this Condominium shall be subject to such Rules, in particular, as they may impact upon the use and operation of the (total) Amenities contained within this Condominium and the Adjacent Condominium Corporations and which are intended to be shared between this Condominium and the Adjacent Condominium Corporations.

SECTION 4. - Sound Transmission and General Notification Clause

Purchasers specifically acknowledge and agree that the Condominium will be developed in accordance with any requirements that may be imposed, from time to time, by any of the Governmental Authorities. Purchasers acknowledge that despite the inclusion of noise and vibration control features within the Condominium the proximity of the Condominium to Yonge Street, Bay Street, Harbour Street, Lakeshore Boulevard and the Gardiner Expressway (being major arterial roadways), and its proximity to the Toronto Island Airport, the Air Canada Centre and the Convention Centre, may result in the noise and vibration levels affecting the Condominium to exceed the noise and vibration criteria established by the Governmental Authorities, and that despite the (proposed) inclusion of noise and vibration control features within the Condominium, noise and vibration levels from the aforementioned source(s) may (continue to be) of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. Purchasers further acknowledge and agree that the elevator banks, garbage and recycling room(s), the loading dock, the amenity facilities, the transformer, the Condominium's mechanical equipment, the commercial parking garage, and the daycare centre may cause noise levels to exceed a comfortable level and occasionally interfere with some activities of the dwelling occupants in this Condominium.

Canadian National Railway Company ("CNR") and the Greater Toronto Transit Authority (**"GO Transit"**) or their assigns or successors in interest have or may have rights of way within 300 metres from the Lands. Go Transit or its successors or assigns have facilities and operations in the vicinity, including, but not limited to, station platform operations, train movements through various switch and track routings, diesel locomotive storage, startup and idling. There may be alterations to or expansions of the railway facilities on such rights of way in the future, including the possibility that CNR or other railway companies or their assigns or successors or GO Transit or VIA Rail Canada Inc. may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise, vibration and air quality attenuating measures in the design of the development and Units. The Declarant, CNR, GO Transit and/or VIA Rail Canada Inc. will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over, or under the aforesaid rights-of-way.

Purchasers are advised that despite the inclusion of noise control features in this development area and within building units, sound levels from increasing road traffic will continue to be of concern occasionally interfering with some activities of the dwelling occupants as the sound level exceeds the municipality's and Ministry of Environment's noise criteria. Air conditioning has, or will have been, installed to achieve adequate interior sound levels.

Purchasers are further advised that despite the inclusion of noise control features within the Building, the proximity to TTC Transit operations may result in noise, vibration, electro-magnetic interference and stray current transmissions (collectively, the **"Interferences"**) from a below ground LRT facility and/or subsurface LRT tunnel abutting the lands on Bay Street and despite the inclusion of control features, Interferences from transit operations may continue to be of concern occasionally interfering with some activities of the Purchaser. Notwithstanding, Purchasers agree to indemnify and save harmless the City of Toronto and the Toronto Transit Commission from all claims, losses, judgments or actions arising or resulting from any or all Interferences. Additionally, Purchasers acknowledge and agree that electro-magnetic, stray current and noise warning clause similar to one contained herein shall be required to be inserted in any succeeding lease, sublease or sales agreement with this obligation being binding on respective successors and assigns.

Purchasers further acknowledge that it is anticipated by the Declarant that in connection with the Declarant's application to the Governmental Authorities for draft plan of condominium approval certain requirements may be imposed upon the Declarant by the Governmental Authorities. These requirements (the **"Requirements"**) usually relate to warning provisions to be given to Purchaser in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Building to major streets and similar matters). Accordingly, Purchasers covenant and agree that on either the Confirmed Possession Date or the Closing Date, as determined by the Declarant, Purchasers shall execute any and all documents required by the Declarant acknowledging, inter alia, that Purchasers are aware of the Requirements and if the Declarant is required to incorporate the Requirements into the final Condominium Documents, Purchasers shall accept the same, without in any way affecting this transaction and without same being deemed to be a material change.

SECTION 5. - Heating and Cooling

Each Purchaser is hereby notified that in rooms or areas of the residential unit in which there are glass windows or glass doors which, during certain times of the day result in strong or prolonged penetration of sunlight, cooling levels which are standard in other parts of the unit, during times when no such strong or prolonged penetration of sunlight takes place, may not be achieved. No supplemental heating or cooling equipment will be provided for this purpose.

C. <u>PROVISIONS RESPECTING PETS</u>

No owner or occupant of a residential unit shall maintain, keep or shelter any animal livestock, reptile or fowl other than a household pet. For the purposes of this restriction the term **"household pet"** shall mean caged birds, aquarium fish, one (1) or two (2) domestic cats or one (1) or two (2) domestic dogs unless such animal or pet, in the opinion of the Board, acting reasonably, constitutes an unreasonable interference of the use and enjoyment by other owners of other residential units in this Condominium and as may be provided for in the Declaration or in the rules, from time to time.

D. SIGNIFICANT FEATURES OF THE PROPOSED MANAGEMENT AGREEMENT, SHARED FACILITIES AGREEMENT, CONSTRUCTION LICENCE AGREEMENT AND OTHER VARIOUS AGREEMENTS

The following represents a brief narrative description of the significant features of the Management Agreement, Shared Facilities Agreement, Construction Licence Agreement and various other agreements. The description is not meant to be exhaustive and does not contain a full summary of all of the provisions of these documents but does contain a summary of certain material provisions of such documents. Any statements herein as to the provisions of such documents are qualified in all respects by the contents of such documents and references made to copies of the documents which have been delivered concurrently (or delivered in the future) with the delivery of this disclosure statement.

NOTE: Purchasers are advised to review the actual documents accompanying this disclosure statement for complete information. Purchasers should also be aware that, to a considerable extent, the affairs of the proposed Condominium Corporation will be governed by this Condominium Act.

SECTION 1. – Shared Facilities Agreement

This Corporation will be obliged to enter into an Assumption Agreement pertaining to the Shared Facilities Agreement (See By-Law No. 2 re Assumption of Shared Facilities Agreement). The Shared Facilities Agreement was entered into on a non-profit basis for the purposes of providing for the mutual use, ownership, maintenance and cost sharing of the Shared Facilities. The Shared Facilities are comprised of, amongst other items, the Service Units, the Shared Facilities Units, the Daycare Facility and the Driveway Entrance (each as defined therein). The Service Units are comprised of the loading dock, garbage recycling room, transformer room, electrical room, sprinkler room units, generator and diesel tank room and any service room units to be created within any of the Adjacent Condominium Corporations and intended to be in the shared ownership of this Condominium and the Adjacent Condominium Corporations (or any of them) . The Shared Facilities Units are comprised of the Courtyard Unit, Recreation Unit, Outdoor Amenity Units and any Shared Facilities Units created within any of the Adjacent Condominium Corporations and intended to be in the shared ownership of this Corporation and the Adjacent Condominium Corporations (or any of them). Purchasers are directed to review the accompanying Shared Facilities Agreement to note those Shared Facilities Units and shared Service Units which are intended to be in the shared ownership and use of this Condominium and some or all of the Adjacent Condominium Corporations. In addition, the Shared Facilities include those parts of the HVAC, electrical and mechanical systems, energy management system, water main service and pumps and other such items situate in the buildings comprising the Pinnacle Centre Condominiums, the Retail Structure and the Adjacent Retail Structure (as defined in the Share Facilities Agreement).

The Shared Facilities will be maintained, repaired, improved, altered and replaced by the Shared Facilities Manager on behalf of this Condominium, the Adjacent Condominium Corporations, the Retail Structure and the Adjacent Retail Structure (as defined in the Shared Facilities Agreement) prior to the Turnover Date (as defined in the Shared Facilities Agreement) and thereafter by the Owners' Liaison Committee. All components of Pinnacle Centre will have representation on the Owners' Liaison Committee, as more particularly set out in the accompanying Shared Facilities Agreement.

Each party to the Shared Facilities Agreement shall pay and be responsible for payment of its proportionate share of the Shared Costs as set out in the Schedule to the Shared Facilities Agreement. Any amounts not contributed by an owner as required pursuant to the Shared Facilities Agreement shall, until advanced, bear interest at the prime rate of the Royal Bank of Canada plus 8% per annum calculated and compounded monthly and shall constitute a lien and charge in favour of the other owners against the land and assets thereon of the defaulting owner.

It is intended that the only means of dispute resolution between the parties to the Shared Facilities Agreement shall be the alternate dispute resolution mechanism set forth in the Shared Facilities Agreement pertaining to good faith negotiations and alternative dispute resolution.

The Shared Facilities Agreement contains provisions pertaining to architectural controls and compliance with development agreements in order to maintain the overall uniform appearance of the development as a fully integrated project with each party covenanting and agreeing to maintain, operate and repair its land and buildings, or portions thereof, contained within its own property to Acceptable Standards.

As hereinbefore indicated under the Heading *Commercial Uses*, the Declarant currently intends to construct the Hotel Component within a portion of Building D (not forming part, however, of the Phase IV Condominium) which Hotel Component may remain in freehold tenure or comprised of a separate condominium plan. As indicated in Heading B, Section 3 of this Disclosure Statement, in the event that the Declarant does elect to construct the Hotel Component then the residents and guests of such Hotel Component shall be entitled to the use and enjoyment of the (total) Amenities of Pinnacle Centre, without cost. The declaration for this Condominium contains restrictions on the Condominium and any employee, invitee, unit owner and resident of the Condominium from hindering or disrupting the access to, egress from and use of the Amenities by such residents and guests of the Hotel Component. In the event that the Declarant does proceed to construct the Hotel Component then all necessary revisions will be effected to the Shared Facilities Agreement to recognize and reflect such additional component parts with the cost allocation attributable to the Hotel Component to be determined by the Declarant's consulting architect, which determination shall be final and binding on all parties to the Shared Facilities Agreement.

A copy of the Shared Facilities Agreement accompanies this Disclosure Statement and is appended to By-Law No. 2.

SECTION 2. – Construction Licence Agreement

As previously indicated, this Corporation is obliged to enter into a Construction Licence Agreement with the Declarant to assist in the construction of Building D, the Retail Structure and the Adjacent Retail Structure with a term running until completion of Pinnacle Centre in its entirety. This Condominium will grant various exclusive rights to the Declarant to assist in the construction and development of the various components of Pinnacle Centre, including:

(i) the operation and overswing, for all periods of time, of the boom or booms and related apparatus of a tower crane(s);
(ii) installation of underpinning, soldier piles and lagging;
(iii) the erection of construction hoarding within the lands to comprise this Condominium;
(iv) boring cavities and placing therein tie-backs as support for soldier piles;
(v) such other installations normally associated with the type of shoring system to be utilized by the Declarant.

In addition, the Construction Licence Agreement will provide for rights in favour of the Declarant, during the construction and development of the various components of Pinnacle Centre, to close, temporarily, all or some of the Amenities and/or to remove portions thereof and/or to temporarily remove or close off portions of the common element areas of this Condominium and portions of the common interior roadways and parking garage structure of this Condominium. Furthermore, the Declarant shall have the right, without the payment of any fee whatsoever to the use of the hydro-electric service and water at this Condominium to assist in its construction of Pinnacle Centre.

The Construction Licence Agreement contains covenants on the part of this Condominium to refrain from any objection regarding noise, dust, vibration and inconvenience relating to construction of Pinnacle Centre.

A copy of the draft Construction License Agreement accompanies this Disclosure Statement.

SECTION 3. – Assumption of Various Agreements

As previously indicated in this Disclosure Statement, it shall be a duty and obligation of this Corporation to assume the obligations pursuant to various agreements including the Daycare Lease (and any ancillary agreement) and the obligations, as pertains to this Condominium, of the Shared Facilities Agreement (the "**Assumed Agreements**"). In addition, it shall be a duty and obligation of this Corporation to assume the obligations, as pertains to the lands comprising this Condominium, of any development, site plan or other like or similar agreement entered into by the Declarant with the Governmental Authorities and/or by a predecessor in title to the Declarant that pertains to the development of this Condominium including, by way of example, the Section 37 Agreement, as amended. As previously indicated in this Disclosure Statement, upon assumption by this Condominium of the Assumed Agreements, the Declarant shall be released of all obligations and liabilities under the Assumed Agreements.

A copy of the draft Assumption Agreement accompanies this Disclosure Statement and is appended to By-Law No. 4.

SECTION 4. – Insurance Trust Agreement

As contemplated by the Shared Facilities Agreement, each of this Corporation and the Adjacent Condominium Corporations (and the Declarant as owner of the Retail Structure, the Adjacent Retail Structure and the Future Phase Condominiums (each as defined therein) are obliged to maintain insurance in accordance with the requirement of the Shared Facilities Agreement. An insurance trust agreement was entered into between Building A and the Declarant on behalf this Condominium, Building B, Building C, Building D and The Canada Trust Company, which agreement is dated October 13, 2006 (the "**Insurance Trust Agreement**"). The parties have appointed Canada Trust Company to act as the Trustee pursuant to the provisions of the Shared Facilities Agreement with the obligations of the Trustee in connection with disbursement of funds set out in Article 5.00 of the Insurance Trust Agreement. In the event that the proceeds of insurance deposited with the Trustee are less than 15% of the replacement cost of the property covered by the policy, then the proceeds will be paid directly to the parties to the Insurance Trust Agreement. The Trustee has no duties express or implied except those which are expressly set forth in the Insurance Trust Agreement and the Trustee will not be liable for any loss, cost or damages which may result from anything done or omitted to be done by the Trustee, except in the case of negligence or bad faith. The Condominium Corporations have the right to terminate the Insurance Trust Agreement on not less than sixty (60) days' prior notice to the Trustee.

The Corporation will be responsible to pay the Insurance Trustee fees as therein set out and which are as follows:

<u>Insurance Trustee's Fees</u>

(i) $1,000.00 plus GST upon execution of the Insurance Trust Agreement;

(ii) after the first year, Five Hundred Dollars ($500.00) per annum in advance upon the anniversary date of the agreement in each year during the term of the Insurance Trust Agreement; and

(iii) for the receipt and disbursement of insurance proceeds, on each occurrence, an amount equal to one per cent (1%) of the receipts up to Twenty Five Thousand Dollars ($25,000.00), 1/2 of one per cent (1%) of the next Twenty Five Thousand Dollars ($25,000.00) administered by it and 1/10 of one per cent (1%) on the balance of the proceeds administered by it, subject to a minimum fee of One Hundred and Fifty Dollars ($150.00) (and provisions for extraordinary fees).

The insurance trustee's fees are subject to amendment annually upon the mutual agreement of the parties concerned, and are specifically exclusive of Federal Goods and Services Tax.

A copy of the executed Insurance Trust Agreement accompanies this Disclosure Statement and is appended as By-Law No. 5.

SECTION 5. - Other Agreements

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

(i) **Reserve Fund Study**

The Board elected or appointed at a time when the Declarant owns a majority of the units (i.e. the Declarant Board) shall contract with a qualified consultant for the preparation of a reserve fund study to be performed immediately following registration of the declaration and description of this Condominium to ensure that the Corporation maintains adequate reserve funds for the major repair and replacement of the common elements and assets of the Corporation.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study for and on behalf of the Condominium. This estimate has been based on a price figure determined or negotiated by the Declarant for a duly qualified and independent third party consultant to undertake the reserve fund study on behalf of the Condominium immediately after the Condominium has been created and it is intended that the reserve fund study will be provided at the turnover meeting. In the event that the non-declarant board of directors terminates the contract entered into and choose to retain an alternate consultant to undertake the reserve fund study, or to prepare a second reserve fund study, then, with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to Section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price insofar as the cost of the reserve fund study is concerned and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium.

(ii) **Performance Audit**

The Corporation will enter into an agreement with an engineering consultant to prepare the performance audit required to be performed under Section 44 of the Act within the four-month period commencing on the sixth month following registration of the declaration and description of this Condominium. The performance audit shall be conducted by a professional consulting engineer who shall make an examination of this Condominium and assess the "as constructed" condition of the various systems and components of this Condominium in accordance with Section 44 of the Act in order to provide the Corporation with the report which assists the Corporation in assessing repair and maintenance requirements and in preserving any rights which the Corporation may have under the *Ontario New Home Warranties Plan Act*. The Declarant has negotiated a cost price for the performance audit which is included in the Budget Statement accompanying this Disclosure Statement.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining the qualified engineering consultant to conduct the performance audit for and on behalf of the Condominium. This estimate has been based on the price figure determined or negotiated by the Declarant for a duly qualified and independent engineering consultant to undertake the performance audit on behalf of the Condominium. In the event that the non-declarant board of directors terminates the contract entered into and chooses to retain an alternate consultant to undertake the performance audit, or to prepare a second performance audit, then, with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to Section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price insofar as the cost of the performance audit is concerned and that any expenditure in excess of the said amount shall be the sole responsibility of the Condominium.

(iii) **Financial Audit**

The Condominium is obliged to retain the services of a qualified and independent chartered accountant or auditor in order to have the audited financial statements prepared as at the last day of the month in which the turnover meeting is scheduled to be held.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified accountant or auditor to prepare and conduct all requisite financial statements and audits required or prescribed by the Act during the first year of the Condominium's operation. This estimate has been based on a price figure negotiated by the Declarant with a qualified third party accountant or auditor to undertake the financial statements and audits on behalf of the Condominium after the Condominium has been created on behalf of the Condominium immediately after the Condominium has been created and it is intended that the financial statements and audits will be provided at the turnover meeting. In the event that the non-declarant board of directors terminates the contract entered into and choose to retain an alternate accountant or auditor to prepare and conduct all requisite financial statements, then, with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to Section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price insofar as the cost of preparation of the financial statements is concerned and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium.

(iv) **Other Agreements**

(a) **Management Agreement**

This Condominium will be obliged to enter into a management agreement (the "**Management Agreement**") with a manager to be appointed ("**Manager**") by the Declarant. Alternatively, as previously set forth in this Disclosure Statement, the Declarant reserves the right for the Declarant, or any affiliate of the Declarant, to act as the property manager for this Condominium and, in which event, the Corporation will be obliged to enter into the Management Agreement with the Declarant or affiliate. Pursuant to the Management Agreement, the Manager will be the exclusive representative and managing agent of the Corporation for a period of two (2) years commencing on the date of registration of the Declaration. Either the Corporation or the Manager may terminate this Agreement, without cause, upon two months' prior written notice. In addition, the Management Agreement may be terminated by the Corporation in the event that the Manager assigns its contract with the Corporation, is insolvent or the Manager is insubordinate or grossly negligent in the performance of its duties.

The duties of the Manager are fully set out in the Management Agreement, a copy of which accompanies this disclosure statement, and include, among other things, the enforcement of the terms of the declaration, by-laws and rules of this Condominium, the collection of common expenses, arranging for the repair and maintenance of the common elements and the keeping of accounts of all financial transactions involved in managing this Condominium.

The Manager shall be entitled to payment for its managerial services of the sum of Thirty-Five Dollars ($35.00) per unit per month (exclusive of GST) free and clear of all costs incurred for services provided by third parties in the operation of the premises. The fee shall include all office expenses directly related to this Agreement and the performance of the duties of the Manager under it.

The annual budget shall constitute the major control under which the Manager shall operate and the Manager shall furnish to the board at least three (3) months prior to the beginning of each fiscal year, for the board's approval, an estimated budget for the following year.

The Manager shall provide to the Corporation all appropriate fiscal managerial services, as more particularly set out in the Management Agreement.

The Manager shall be permitted to engage affiliates (as that term is defined in the Management Agreement) to perform work or services subject to the qualifications contained in the Management Agreement as to limits on expenditures without board approval.

A copy of the Management Agreement accompanies this Disclosure Statement.

(b) Cable Agreement

As previously indicated in this Disclosure Statement, the Declarant shall enter into a Cable Agreement with a cable television provider for the purpose of providing the cable television provider access to this Condominium, which rights of access shall be secured by an easement over the lands comprising this Condominium to be granted by the Declarant to the cable television provider for the purpose of permitting the cable television operator to provide cable television the cable television provider to provide communication services. As previously indicated in this Disclosure Statement, it shall be a duty and an obligation of this Condominium Corporation to assume the Cable Agreement and to be bound by the terms and provisions thereof.

Purchasers should be aware that the local gas company, the telephone company, the hydro electric corporation and any other similar supplier of utility services including cable television service to the Building may require this Condominium to pass, confirm and register a special by-law authorizing any such party or all such parties to enjoy (the conveyance of) a license or easement through the common elements of this Condominium to facilitate the provision of any such service(s). In this event, the Declarant board of the Corporation shall take the appropriate (corporate) steps to pass, confirm and register the enabling by-law(s) and enter into the appropriate license or easement agreement on terms and conditions comparable to those offered by said suppliers of utility and cable television services to other comparable buildings within the City of Toronto.

The Declarant shall provide to this Condominium the foregoing and any other service contracts which the Declarant board enters into on behalf of this Corporation at the turnover meeting called pursuant to section 43 of the Act.

(c) Rules

Purchasers are hereby advised that pursuant to Section 58 of the Act, the board may make, amend or repeal rules respecting the use of the units and common elements, in order to promote the safety, security and/or welfare of the owners and of the property and assets of the Condominium, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units and/or the assets of the Condominium. The rules shall be reasonable and consistent with the provisions of the Act, the declaration and the by-laws of the Condominium. Every rule made by the board shall be effective thirty (30) days after the notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or the amendment thereto is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called and convened, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.

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

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

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

SECTION 6. - BUDGET STATEMENT

A Budget Statement, in accordance with the provisions of the Act, for the one (1) year period immediately following registration of the declaration and description of this Condominium accompany this Disclosure Statement.

The Declarant has assumed an annual inflation rate of 5% in preparing the Budget Statement accompanying this Disclosure Statement. However, if registration of the Declaration and Description for this Condominium occurs after March 1, 2009 then this Budget Statement (inclusive of the fees of the Utility Monitor and manager under the Management Agreement) shall be read thereafter as having been increased by an inflation factor of 5% per annum. Similarly, the management fee indicated herein will be increased by 5% per annum.

Furthermore, and in view of the significant fluctuation in gas and hydro electricity utility rates in recent times over which the Declarant has no control whatsoever, in the event that Enbridge and/or the relevant hydro supplier obtain requisite government approval for significant annual increases in utility rates above the assumed inflation factor of 5%, then the Declarant reserves the right to revise this first year Budget Statement to reflect any significant increase in the cost of supplying these utilities from either public utilities supplier, and to provide each unit purchaser with the revised copy of this Budget Statement reflecting any significant increase in utility rates. In such event, Purchasers acknowledge that they have been informed of this possibility, and they shall be bound by such revised Budget Statement. If the Declarant is required to issue such revised Budget Statement to reflect substantial increases in utility rates (not yet announced) the revised Budget Statement shall not be considered nor be construed to be a material amendment to this Disclosure Statement.

SECTION 7. - SECTION 73 AND 74 OF THE *CONDOMINIUM ACT*

In accordance with the provisions of the Act, the provisions of Sections 73 and 74 are reproduced and set out below.

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.

(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 ten (10) days of the later of,

(a) The date that the Purchaser receives the disclosure statement; and

(b) The date that the Purchaser receives a copy of the agreement of purchase and sale executed by the Declarant and the Purchaser.

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

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.

(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 of this Condominium;

(b) A substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43;

(c) A change in the portion of units or proposed units that the Declarant intends to lease;

(d) A change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made; or

(e) A change in the information contained in the statement described in subsection 161(1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation.

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

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

(5) Within ten (10) days after receiving a revised disclosure statement or a notice under subsection (1), a Purchaser may make an application to the Ontario Court (General Division) for a determination whether a change or a series of changes set out in the statement or notice is a material change.

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a Purchaser constitutes a material change or if a material change occurs that the Declarant does not disclose in a revised disclosure statement or notice 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 or purchase and sale within ten (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 Ontario Court (General Division) 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.

(7) To rescind an agreement of purchase and sale under this section, a Purchaser or the Purchaser's solicitor shall give a written notice of rescission to the Declarant or to the Declarant's solicitor.

(8) Within ten (10) days after receiving a notice of rescission, the Declarant may make an application to the Ontario Court (General Division) for a determination whether the change or the series of changes on which the rescission is based constitutes a material change if the Purchaser has not already made an application for the determination under subsection (5).

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

(10) The Declarant shall make the refund,

(a) Within ten (10) days after receiving a notice of rescission, if neither the Purchaser not the Declarant has made an application for a determination described in subsection (5) or (8) respectively; or

(b) Within ten (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).

BUDGET STATEMENT- SCHEDULE OF EXPENSES

Pinnacle Centre, Tower C - Tower & Palatial Residences

	Tower & Palatial Residences	Palatial Residences Only	Total Budget
SCHEDULE I: UTILITIES			
Gas	$395,000.00	$0.00	$395,000.00
Hydro	415,000.00	0.00	415,000.00
Water & Sewage	195,000.00	0.00	195,000.00
TOTAL	$1,005,000.00	$0.00	$1,005,000.00
SCHEDULE II: REPAIRS AND MAINTENANCE			
Windows -R & M	$2,500.00	$0.00	$2,500.00
Electrical-R & M	11,200.00	0.00	11,200.00
Plumbing- R & M	6,250.00	0.00	6,250.00
Painting and decorating	8,736.00	0.00	8,736.00
Carpets- R & M	5,500.00	0.00	5,500.00
Garage door- R & M	3,000.00	0.00	3,000.00
Locks & doors -R & M	4,650.00	0.00	4,650.00
Fire/Security and Equipment R & M	5,660.00	0.00	5,660.00
HVAC -R & M	2,600.00	0.00	2,600.00
Window Cleaning	15,000.00	0.00	15,000.00
Garbage Disposal and Waste Levies	33,000.00	0.00	33,000.00
Garage Sweeping	15,500.00	0.00	15,500.00
Emergency Generator	2,200.00	0.00	2,200.00
Garage Ventilation	3,000.00	0.00	3,000.00
Garage Signage and Striping	5,500.00	0.00	5,500.00
Ramp-R & M	3,200.00	0.00	3,200.00
Landscaping	5,242.00	0.00	5,242.00
Snow Removal	6,770.00	0.00	6,770.00
Lighting and Maintenance Supplies	19,650.00	0.00	19,650.00
Cleaning Supplies	14,300.00	0.00	14,300.00
Small Tools / Equipment	3,500.00	0.00	3,500.00
Uniforms	6,500.00	1,000.00	7,500.00
Landscaping Supplies	3,500.00	0.00	3,500.00
Snow Removal Supplies	2,500.00	0.00	2,500.00
Building Improvements	8,000.00	0.00	8,000.00
Party Room- Housekeeping/Maintenance	6,300.00	0.00	6,300.00
Guest Suites -Housekeeping/Maintenance/Insurance	20,280.00	0.00	20,280.00
Lap-Pool maintenance	21,000.00	0.00	21,000.00
Daycare Facility	16,000.00	0.00	16,000.00
TOTAL	$261,038.00	$1,000.00	$262,038.00

BUDGET STATEMENT- SCHEDULE OF EXPENSES

Pinnacle Centre, Tower C - Tower & Palatial Residences

	Tower & Palatial Residences	Palatial Residences Only	Total Budget
SCHEDULE III: CONTRACTS			
Elevators	$24,000.00	$0.00	$24,000.00
HVAC	26,500.00	0.00	26,500.00
Management Fees	231,650.00	0.00	231,650.00
Pest Control	2,560.00	0.00	2,560.00
Performance Audit	23,000.00	0.00	23,000.00
TOTAL	$307,710.00	$0.00	$307,710.00
SCHEDULE IV: PERSONNEL			
Concierge	$145,000.00	$71,400.00	$216,400.00
Cleaning Services	100,000.00	0.00	100,000.00
Maintenance Staff	75,000.00	0.00	75,000.00
Employees Benefits	42,000.00	7,600.00	49,600.00
TOTAL	$362,000.00	$79,000.00	$441,000.00
SCHEDULE V: ADMINISTRATION AND GENERAL			
Legal and Audit	$10,000.00	$0.00	$10,000.00
Office and General	10,000.00	0.00	10,000.00
Meeting Expenses	4,000.00	0.00	4,000.00
Reserve Fund Study	4,700.00	0.00	4,700.00
Telephone and Radios	10,280.00	0.00	10,280.00
Advertising	2,500.00	0.00	2,500.00
TOTAL	$41,480.00	$0.00	$41,480.00
SCHEDULE VI: INSURANCE			
Building Fire, Perils, Liability	$55,000.00	$0.00	$55,000.00
Insurance Trust Agreement	1,000.00	0.00	1,000.00
TOTAL	$56,000.00	$0.00	$56,000.00
SCHEDULE VII: RESERVE FUND			
Reserve Fund Allocation	$300,000.00	$0.00	$300,000.00
TOTAL	$300,000.00	$0.00	$300,000.00
TOTAL OPERATING BUDGET	$2,333,228.00	$80,000.00	$2,413,228.00

BUDGET STATEMENT- SCHEDULE OF EXPENSES

Pinnacle Centre, Tower C - Tower & Palatial Residences

SCHEDULE A: PARKING COMMON ELEMENT ASSESSMENTS	
Parking Units ($40.97/unit/month)	
TOTAL (501 Parking Units)	**$246,311.64**

SCHEDULE D: BIKE/LOCKER COMMON ELEMENT ASSESSMENTS	
Bike/Locker Unit ($6.75/unit/month)	
TOTAL (160 Bike/Locker Units)	**$12,960.00**

SCHEDULE B: BICYCLE/STORAGE LOCKER COMMON ELEMENT ASSESSMENTS	
Bicycle/Storage Locker Unit ($13.50/unit/month)	
TOTAL (250 Bicycle/Storage Locker Units)	**$40,500.00**

SCHEDULE I: GUEST SUITES FEES	
Guest Suite Fees ($65 /night/suite, 2 nights/week)	
TOTAL (3 Guest Suites)	**$20,280.00**

SCHEDULE J: PARTY ROOM RENTAL	
Party Room Fees ($175 /booking 3 times/month)	
TOTAL	**$6,300.00**

GUEST SUITE BUDGET
TOWER AND PALATIAL RESIDENCES
(Applies to Schedules "D1" and "D2)
Pinnacle Centre, Tower C

GUEST SUITE OPERATIONS BUDGET – FIRST YEAR

INCOME	
Estimated Average use of 2 nights (total) per week @ $65.00/night per suite (3 Suites)	$20,280.00
TOTAL	*** **$20,280.00**
EXPENSES	
Cleaning Services – Based on 2 cleanings/week @ $55.00/clean/unit	$ 17,160.00
Repairs and Supplies	$ 3,120.00
TOTAL EXPENSES	**$ 20,280.00**

*** Figure carried to First Year Budget – Guest Suites

All utility costs associated with the Guest Suites are contained within the First Year Budget.

PARTY ROOM BUDGET
Pinnacle Centre, Tower C
(Applies to Schedules "D1" and "D2")

PARTY ROOM OPERATIONS BUDGET – FIRST YEAR

INCOME

Estimated Average use of 3 times/month @ $175/use $6,300.00	
TOTAL	***** $6,300.00**

EXPENSES

Cleaning Services – Based on 3 clean/month @ $100.00/clean/use	$ 3,600.00
Repairs and Supplies	$ 2,700.00
TOTAL EXPENSES	**$6,300.00**

*** Figure carried to First Year Budget – Party Room

All utility costs associated with the Party Room are contained within the First Year Budget.

PINNACLE CENTRE, TOWER C
NOTES TO OPERATING BUDGET FOR FIRST OPERATING YEAR AFTER REGISTRATION (Applies to Schedule D1 and D2)

SCHEDULE I: UTILITIES

GAS AND HYDRO

In view of the significant fluctuations in gas and hydro-electricity utility rates in recent times, over which the Declarant has no control whatsoever, in the event that Enbridge and/or Toronto Hydro. or other relevant utility providers obtain requisite government approval for significant annual increases in utility rates above the assumed inflating factor of five percent (5%) then the Declarant reserves the right to revise this First Year Budget Statement to reflect any significant increases in the cost of supplying these utilities from either public utility supplier and to provide each unit purchaser with a revised copy of this Budget Statement reflecting any significant increase in utility rates. In such event, purchasers acknowledge that they have been informed of this possibility and they shall be bound by such revised Budget Statement. If the Declarant is required to issue such revised Budget Statement to reflect substantial increases in utility rates (not yet announced) the revised Budget Statement shall not be considered, nor construed, to be a material amendment to this Disclosure Statement.

WATER AND SEWAGE

The budget provides for all domestic water used in common areas and units. The budget is based on comparable building consumption and rates have been escalated by 5%, compounded annually.

SCHEDULE II: REPAIRS AND MAINTENANCE

WINDOW – R & M

Costs associated with any repairs to windows of the common elements of the Corporation as required by outside contractors.

ELECTRICAL REPAIRS AND MAINTENANCE

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

PLUMBING AND DRAINAGE

Repairs by outside trades to domestic hot water or plumbing systems in the building and clearing of all horizontal drains on an annual basis.

PAINTING AND DECORATING

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

CARPET REPAIRS AND MAINTENANCE

Cost associated with any professional cleaning of carpets, elevator mats, entrance mats and miscellaneous repairs as required.

GARAGE DOORS – R & M

Costs associated with the repair and maintenance of the overhead door(s).

LOCKS AND DOORS – R & M

Repair to locks, door closers, door frames and any re-keying of doors that may be required.

PINNACLE CENTRE TOWER C
NOTES TO OPERATING BUDGET FOR FIRST OPERATING YEAR AFTER REGISTRATION (Applies to Schedules D1 and D2)

FIRE PROTECTION

Repairs and maintenance of fire bells, pull stations, the fire alarm panel, voice communication systems, heat detectors, fire hoses, extinguishers, sprinkler flow switches, fire pumps and any other equipment associated with the life safety support systems of the building including completion of annual testing and inspection.

HVAC SUPPLIES

The estimated cost for items not included in service contract.

WINDOWS CLEANING

Estimated cost for cleaning of all windows not accessible by staff or residents at a frequency of two times a year.

GARBAGE DISPOSAL AND WASTE LEVIES

Domestic garbage from the Condominium is picked up by the local municipality. The budget provides for special pick-ups that may be required from time to time and for the leasing of garbage containers from the City of Toronto with a provision for city waste levies.

GARAGE SWEEPING

Provision has been made for power sweeping and washing of garage two (2) times annually.

EMERGENCY CONTRACTOR

The estimated cost for fuel, and a preventative maintenance contract with an independent service company for the regular servicing and parts replacement of the emergency generator.

GARAGE VENTILATION

Costs associated with the repair and maintenance of the garage exhaust fans.

GARAGE SIGNAGE AND STRIPING

Associated costs for signage and re-striping parking spaces.

RAMP R& M

Costs associated with the repair and maintenance of the garage ramp and heating system.

LANDSCAPING

An estimate of costs associated with the maintenance of exterior landscaping and grounds using an independent contractor including trimming, fertilization and weed control, cultivation, fertilization and pruning of shrubs and other planted material.

SNOW REMOVAL

The cost of removal of snow from exterior roadways and sidewalks including sanding as required.

LIGHTING SUPPLIES

Estimated cost for the supply, repair and maintenance of all lighting fixtures.

CLEANING SUPPLIES

This category includes the estimated costs for cleaning supplies for all common areas of the building.

PINNACLE CENTRE TOWER C
NOTES TO OPERATING BUDGET FOR FIRST OPERATING YEAR AFTER REGISTRATION (Applies to Schedules D1 and D2)

SMALL TOOLS/EQUIPMENT

Annual costs for purchase of small tools and equipment for the operations of the building.

UNIFORMS

Cost associated with the purchasing of staff uniforms such as Concierge and cleaning staff as per Schedule D1 and Schedule of Expenses. The Palatial Residences are solely responsible for the uniform expenses for the private concierge servicing floors 34 through 54 inclusive.

LANDSCAPING SUPPLIES

Annual cost for supplies and purchase of new flowers, shrubs and trees.

SNOW REMOVAL SUPPLIES

Annual cost linked to snow removal, but not included in service contracts.

BUILDING IMPROVEMENTS

Estimated cost associated with repairs or upgrade to lobby and common areas.

GUEST SUITES – HOUSEKEEPING/MAINTENANCE/INSURANCE

Costs associated with the housekeeping, maintenance insurance and miscellaneous repairs as required for three guest suites.

PARTY ROOM

Costs associated with the housekeeping, maintenance and miscellaneous repairs as required.

LAP-POOL MAINTENANCE

Costs of a full service contract for maintaining and repairing the lap-pool and whirlpool on a regular basis including cleaning supplies, testing and chemicals.

DAYCARE FACILITY

Estimated cost associated with the repairs and maintenance of the daycare facility, care taking, utilities taxes, repair and maintenance of all major appliances installed in the daycare. To be constructed in Building B.

SCHEDULE III: BUILDING REPAIRS, MAINTENANCE AND SERVICES

ELEVATORS

Annual costs associated with the repair and maintenance of the elevators of the Corporation. The elevator maintenance contract will be a full-service and parts agreement with a qualified contractor. This contractor will guarantee operation of the elevators as designed for the building. Provisions have also been made for licenses and government inspections. Three elevators (including one moving elevator) will be provided for floors 1 through 33 inclusive (Tower Residences) and three elevators (including one moving elevator) will be provided for floors 34 through 54 inclusive (Palatial Residences).

HVAC REPAIRS AND MAINTENANCE

The estimated cost for a preventative maintenance contract with an independent service company for the regular servicing and parts replacement of mechanical systems in the building including the chiller, cooling tower, pumps, motors, fans, and other equipment.

PINNACLE CENTRE TOWER C

NOTES TO OPERATING BUDGET FOR FIRST OPERATING YEAR AFTER REGISTRATION (Applies to Schedules D1 and D2)

MANAGEMENT FEES

Costs associated with the Manager under the Management Agreement to be entered into with the Corporation, which covers the following services:

(a) Preparing annual proposed budget;

(b) Collection and disbursement of maintenance fees, monies and accounting of same;

(c) Advising the board of directors of outstanding receivables and collecting accounts through legal action as approved by the board;

(d) Submitting quarterly financial statements;

(e) Maintaining an up-to-date registered owners list;

(f) Enforcement of by-laws and regulations;

(g) Preparing monthly property manager's report;

and such other items as more particularly set out in the Management Contract.

PEST CONTROL

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

SCHEDULE IV: PERSONNEL

CONCIERGE/SECURITY

This Condominium will share the benefit of one (1) concierge with Building D, which concierge will be provided on a twenty-four (24) hour, seven (7) day per week basis. In the event that this Condominium (or this Condominium and Building D, following the registration of Building D as a condominium plan) elects to provide for more than one (1) concierge then, in that event, any increased costs and expenses of the provision of an additional concierge will be as the sole cost and expense of the Condominium.

There will be an additional concierge for the benefit of the Palatial Residences only (the "Palatial Concierge") which will be provided from 7:00 a.m. to 11:00 p.m., seven (7) days per week. In the event that the Condominium and/or the owners of Palatial Residences elects to either increase the operating hours of the Palatial Concierge or provide for more than one (1) Palatial Concierge then, in either event, any increased costs and expenses of the Palatial Concierge will be a the sole cost and expense of the owners of the Palatial Residences in accordance with Schedule D2 to the Declaration and will not be for the cost and expense of the Declarant or the owners of the Tower Residences.

CLEANING STAFF

A provision to supply two full-time cleaning staff for routine housekeeping and cleaning. As set out in the Disclosure Statement, the Declarant Does not intend to provide for an on-site live-in superintendent.

MAINTENANCE DEPARTMENT

It is anticipated that one full-time non-resident Maintenance Supervisor/Superintendent and one non-resident Assistant will be hired. Their duties will include the repair and maintenance of the mechanical systems in the building not covered by contract, and routine maintenance and housekeeping of common areas and other facilities in the building.

EMPLOYEE BENEFITS

The estimated cost of supplying all permanent employees of the Corporation with fringe benefits. This includes provisions for life insurance, long-term disability and extended health care. Provisions have also been made for the employer's share of Unemployment Insurance and

PINNACLE CENTRE TOWER C
NOTES TO OPERATING BUDGET FOR FIRST OPERATING YEAR AFTER REGISTRATION (Applies to Schedules D1 and D2)

Canada Pension Plan premiums, and for the Ontario Health Tax and coverage through Workers' Compensation Board. The Palatial Residences are solely responsible for the employee benefits for the private concierge servicing floors 34 through 54 inclusive.

SCHEDULE V: ADMINISTRATION AND GENERAL

LEGAL AND AUDIT

This schedule provides for the annual cost of annual audit by appointed auditors. As well as audited financial statement in accordance with Section 47(3) of the Condominium Act. A contingency for legal expenses usual in the first operating year is included.

OFFICE AND GENERAL

The budget provides for any office expenses directly related to the operation of the Corporation's Management Office and the leasing of various supplies and equipment that may be required for the efficient use of the office.

MEETING EXPENSES

This is the estimated cost of holding Annual or Special General Meetings during the first year.

RESERVE FUND STUDY

The Declarant has made arrangements for the preparation of a Reserve Fund Study with a qualified consulting company experienced in the preparation of reserve fund studies. The company and study will determine whether the amount of contributions collected are adequate to provide for expected costs of major repairs and replacements of common elements and assets of the Corporation.

TELEPHONE/RADIOS

The costs associated with the telephones in the Property Management Office, Security Desk and elevators. Cost of purchasing and maintaining two-way radios required by site staff.

ADVERTISING

Advertising costs, which the Corporation will incur in the hiring of employees, secretarial services etc.

SCHEDULE VI: INSURANCE

Includes coverage for liability, all-perils (extended coverage), boiler and machinery, directors' liability (errors and omissions), insurance trust agreement set-up and administration fees and appraisal to determine the replacement value of the premises by an accredited appraiser.

SCHEDULE VII: RESERVE FUND

A reserve for major repairs and replacements of common elements and assets of the Corporation has been allocated in accordance with the requirements of Section 93 of the Condominium Act and replacement of the common elements and assets.

PINNACLE CENTRE BUDGET, TOWER C

Tower & Palatial Residences

(Applies to Schedules "D1" and "D2")

COMMENTS TO OPERATING BUDGET FOR FIRST OPERATING YEAR AFTER REGISTRATION

1. The date of preparation of this budget is December 2008.

2. An inflation factor of 5% per annum has been estimated for common expenses. In the event that registration is delayed past March 1, 2009; all common expenses will be increased by a factor of 5% per annum compounded annually.

3. The total common expenses of this proposed Condominium Corporation, including the provision to the reserve fund is $2,413,228.00 as shown on the Budget Statement.

4. In accordance with Section 44 of the Condominium Act, 1998, a performance audit must be conducted no earlier than six (6) months and no later than ten (10) months following the registration of the Declaration and Description. Pursuant to the Act, the Corporation is to bear the costs of the audit and the figure herein represents the costs of this audit. The Declarant has obtained a firm quotation from an independent consulting engineering firm experienced in the preparation and filing of a performance audit report in the amount of $23,000.00, including G.S.T. In the event the corporation expends considerable monies beyond what is budgeted for under this section, the Declarant shall not be held responsible for any resulting excess expenditure therefore in the first year.

   Similarly, the Declarant has made arrangements for the preparation of a Reserve Fund Study with a qualified consulting company experienced in the preparation of reserve fund studies in the amount of $4,700.00. In the event the Corporation expends considerable monies beyond what is budgeted for under this section, the Declarant shall not be held responsible for any resulting excess expenditure therefore in the first year.

5. The cost, type level and frequency of services is detailed in the notes.

6. The monthly common element fee for each unit is shown on the attached schedule to the Budget Statement.

7. As stated in the notes, 14.75% of the operating expenses will be paid into the reserve fund account. The provision is $300,000.00.

8. There are no pending lawsuits material to the property of which the Declarant has actual knowledge and that may affect the property after the registration of a deed to the unit from the Declarant to the Purchaser.

9. There may be services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting.

10. There may be services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays that might reasonably be expected to become, at a subsequent time, a common expense.

11. As of the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund.

12. As at the date of the foregoing Budget, December 2008, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in comment 3 above, the reserve fund study will be completed after registration by an independent engineer.

13. The Goods and Services Tax is included in all applicable expense items on the Budget Statement.

14. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property, except for the use of the guest suites ($65.00 per night), party room ($175.00 per use) and the Palatial Concierge per Schedule D2 and the Schedule of Expenses for the Palatial Residences.

15. The expenses shown in this Budget Statement incorporate all expenses related to this Corporation's share of the costs of operation (in the first year) of the shared facilities (then constructed) that are expected to be incurred in the first year following registration of this condominium, including the Shared Facilities Agreement (which includes, amongst other items, the costs of operation of the Daycare Facility).

BUDGET STATEMENT - COMMON EXPENSES
Pinnacle Centre, Tower C - Tower & Palatial Residences

Suite No.	Level	Unit	Number of Units	Type	Tower and Palatial Residences % Interest in Common Expenses	Tower and Palatial Residences Annual Common Expenses	Tower and Palatial Residences Monthly Common Expenses	Palatial Residences Only % Interest in Common Expenses	Palatial Residences Only Annual Common Expenses	Palatial Residences Only Monthly Common Expenses
201	2	1	1	Residential	0.121847 %	$ 2,810.64	$ 234.22	0.000001 %	$ -	$0.00
202	2	2	1	Residential	0.114043 %	$ 2,630.52	$ 219.21	0.000001 %	$ -	$0.00
203	2	3	1	Residential	0.135056 %	$ 3,115.32	$ 259.61	0.000001 %	$ -	$0.00
301	3	1	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
302	3	2	1	Residential	0.190311 %	$ 4,389.84	$ 365.82	0.000001 %	$ -	$0.00
303	3	3	1	Residential	0.156091 %	$ 3,600.48	$ 300.04	0.000001 %	$ -	$0.00
304	3	4	1	Residential	0.156091 %	$ 3,600.48	$ 300.04	0.000001 %	$ -	$0.00
305	3	5	1	Residential	0.161494 %	$ 3,725.04	$ 310.42	0.000001 %	$ -	$0.00
306	3	6	1	Residential	0.121871 %	$ 2,811.12	$ 234.26	0.000001 %	$ -	$0.00
307	3	7	1	Residential	0.114066 %	$ 2,631.12	$ 219.26	0.000001 %	$ -	$0.00
308	3	8	1	Residential	0.135079 %	$ 3,115.80	$ 259.65	0.000001 %	$ -	$0.00
401	4	1	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
402	4	2	1	Residential	0.190311 %	$ 4,389.84	$ 365.82	0.000001 %	$ -	$0.00
403	4	3	1	Residential	0.166697 %	$ 3,845.16	$ 320.43	0.000001 %	$ -	$0.00
404	4	4	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
405	4	5	1	Residential	0.161494 %	$ 3,725.04	$ 310.42	0.000001 %	$ -	$0.00
406	4	6	1	Residential	0.121871 %	$ 2,811.12	$ 234.26	0.000001 %	$ -	$0.00
407	4	7	1	Residential	0.114066 %	$ 2,631.12	$ 219.26	0.000001 %	$ -	$0.00
408	4	8	1	Residential	0.134678 %	$ 3,106.56	$ 258.88	0.000001 %	$ -	$0.00
409	4	9	1	Residential	0.153489 %	$ 3,540.48	$ 295.04	0.000001 %	$ -	$0.00
410	4	10	1	Residential	0.172901 %	$ 3,988.20	$ 332.35	0.000001 %	$ -	$0.00
411	4	11	1	Residential	0.249345 %	$ 5,751.48	$ 479.29	0.000001 %	$ -	$0.00
501	5	1	1	Residential	0.104661 %	$ 2,414.16	$ 201.18	0.000001 %	$ -	$0.00
502	5	2	1	Residential	0.139681 %	$ 3,222.00	$ 268.50	0.000001 %	$ -	$0.00
503	5	3	1	Residential	0.104461 %	$ 2,409.60	$ 200.80	0.000001 %	$ -	$0.00
504	5	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
505	5	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
506	5	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
507	5	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
508	5	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
509	5	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
510	5	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
511	5	11	1	Residential	0.163095 %	$ 3,762.00	$ 313.50	0.000001 %	$ -	$0.00
601	6	1	1	Residential	0.156491 %	$ 3,609.72	$ 300.81	0.000001 %	$ -	$0.00
602	6	2	1	Residential	0.139681 %	$ 3,222.00	$ 268.50	0.000001 %	$ -	$0.00
603	6	3	1	Residential	0.104461 %	$ 2,409.60	$ 200.80	0.000001 %	$ -	$0.00
604	6	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
605	6	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
606	6	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
607	6	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
608	6	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
609	6	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
610	6	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
611	6	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
701	7	1	1	Residential	0.156491 %	$ 3,609.72	$ 300.81	0.000001 %	$ -	$0.00
702	7	2	1	Residential	0.139681 %	$ 3,222.00	$ 268.50	0.000001 %	$ -	$0.00
703	7	3	1	Residential	0.104461 %	$ 2,409.60	$ 200.80	0.000001 %	$ -	$0.00
704	7	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
705	7	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
706	7	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
707	7	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
708	7	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
709	7	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
710	7	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
711	7	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
801	8	1	1	Residential	0.156491 %	$ 3,609.72	$ 300.81	0.000001 %	$ -	$0.00
802	8	2	1	Residential	0.139681 %	$ 3,222.00	$ 268.50	0.000001 %	$ -	$0.00
803	8	3	1	Residential	0.104461 %	$ 2,409.60	$ 200.80	0.000001 %	$ -	$0.00
804	8	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
805	8	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
806	8	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
807	8	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
808	8	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
809	8	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
810	8	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
811	8	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
901	9	1	1	Residential	0.156491 %	$ 3,609.72	$ 300.81	0.000001 %	$ -	$0.00
902	9	2	1	Residential	0.139681 %	$ 3,222.00	$ 268.50	0.000001 %	$ -	$0.00
903	9	3	1	Residential	0.104461 %	$ 2,409.60	$ 200.80	0.000001 %	$ -	$0.00
904	9	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
905	9	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
906	9	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
907	9	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00

BUDGET STATEMENT - COMMON EXPENSES
Pinnacle Centre, Tower C - Tower & Palatial Residences

Suite No.	Level	Unit	Number of Units	Type	Tower and Palatial Residences % Interest in Common Expenses	Tower and Palatial Residences Annual Common Expenses	Tower and Palatial Residences Monthly Common Expenses	Palatial Residences Only % Interest in Common Expenses	Palatial Residences Only Annual Common Expenses	Palatial Residences Only Monthly Common Expenses
908	9	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
909	9	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
910	9	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
911	9	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
1001	10	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
1002	10	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
1003	10	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
1004	10	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
1005	10	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
1006	10	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
1007	10	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
1008	10	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
1009	10	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
1010	10	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
1011	10	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
1101	11	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
1102	11	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
1103	11	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
1104	11	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
1105	11	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
1106	11	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
1107	11	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
1108	11	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
1109	11	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
1110	11	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
1111	11	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
1201	12	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
1202	12	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
1203	12	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
1204	12	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
1205	12	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
1206	12	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
1207	12	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
1208	12	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
1209	12	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
1210	12	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
1211	12	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
1301	13	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
1302	13	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
1303	13	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
1304	13	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
1305	13	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
1306	13	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
1307	13	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
1308	13	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
1309	13	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
1310	13	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
1311	13	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
1401	14	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
1402	14	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
1403	14	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
1404	14	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
1405	14	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
1406	14	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
1407	14	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
1408	14	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
1409	14	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
1410	14	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
1411	14	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
1501	15	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
1502	15	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
1503	15	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
1504	15	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
1505	15	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
1506	15	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
1507	15	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
1508	15	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
1509	15	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
1510	15	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
1511	15	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
1601	16	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
1602	16	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00

BUDGET STATEMENT - COMMON EXPENSES
Pinnacle Centre, Tower C - Tower & Palatial Residences

Suite No.	Level	Unit	Number of Units	Type	Tower and Palatial Residences % Interest in Common Expenses	Tower and Palatial Residences Annual Common Expenses	Tower and Palatial Residences Monthly Common Expenses	Palatial Residences Only % Interest in Common Expenses	Palatial Residences Only Annual Common Expenses	Palatial Residences Only Monthly Common Expenses
1603	16	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
1604	16	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
1605	16	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
1606	16	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
1607	16	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
1608	16	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
1609	16	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
1610	16	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
1611	16	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
1701	17	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
1702	17	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
1703	17	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
1704	17	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
1705	17	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
1706	17	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
1707	17	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
1708	17	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
1709	17	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
1710	17	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
1711	17	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
1801	18	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
1802	18	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
1803	18	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
1804	18	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
1805	18	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
1806	18	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
1807	18	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
1808	18	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
1809	18	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
1810	18	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
1811	18	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
1901	19	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
1902	19	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
1903	19	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
1904	19	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
1905	19	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
1906	19	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
1907	19	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
1908	19	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
1909	19	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
1910	19	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
1911	19	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
2001	20	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
2002	20	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
2003	20	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
2004	20	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
2005	20	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
2006	20	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
2007	20	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
2008	20	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
2009	20	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
2010	20	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
2011	20	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
2101	21	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
2102	21	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
2103	21	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
2104	21	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
2105	21	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
2106	21	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
2107	21	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
2108	21	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
2109	21	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
2110	21	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
2111	21	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
2201	22	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
2202	22	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
2203	22	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
2204	22	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
2205	22	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
2206	22	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
2207	22	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
2208	22	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
2209	22	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00

BUDGET STATEMENT - COMMON EXPENSES
Pinnacle Centre, Tower C - Tower & Palatial Residences

Suite No.	Level	Unit	Number of Units	Type	Tower and Palatial Residences % Interest in Common Expenses	Tower and Palatial Residences Annual Common Expenses	Tower and Palatial Residences Monthly Common Expenses	Palatial Residences Only % Interest in Common Expenses	Palatial Residences Only Annual Common Expenses	Palatial Residences Only Monthly Common Expenses
2210	22	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
2211	22	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
2301	23	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
2302	23	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
2303	23	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
2304	23	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
2305	23	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
2306	23	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
2307	23	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
2308	23	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
2309	23	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
2310	23	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
2311	23	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
2401	24	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
2402	24	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
2403	24	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
2404	24	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
2405	24	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
2406	24	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
2407	24	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
2408	24	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
2409	24	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
2410	24	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
2411	24	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
2501	25	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
2502	25	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
2503	25	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
2504	25	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
2505	25	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
2506	25	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
2507	25	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
2508	25	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
2509	25	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
2510	25	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
2511	25	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
2601	26	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
2602	26	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
2603	26	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
2604	26	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
2605	26	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
2606	26	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
2607	26	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
2608	26	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
2609	26	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
2610	26	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
2611	26	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
2701	27	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
2702	27	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
2703	27	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
2704	27	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
2705	27	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
2706	27	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
2707	27	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
2708	27	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
2709	27	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
2710	27	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
2711	27	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
2801	28	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
2802	28	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
2803	28	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
2804	28	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
2805	28	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
2806	28	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
2807	28	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
2808	28	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
2809	28	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
2810	28	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
2811	28	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
2901	29	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
2902	29	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
2903	29	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
2904	29	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00

BUDGET STATEMENT - COMMON EXPENSES
Pinnacle Centre, Tower C - Tower & Palatial Residences

Suite No.	Level	Unit	Number of Units	Type	Tower and Palatial Residences % Interest in Common Expenses	Tower and Palatial Residences Annual Common Expenses	Tower and Palatial Residences Monthly Common Expenses	Palatial Residences Only % Interest in Common Expenses	Palatial Residences Only Annual Common Expenses	Palatial Residences Only Monthly Common Expenses
2905	29	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
2906	29	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
2907	29	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
2908	29	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
2909	29	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
2910	29	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
2911	29	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
3001	30	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
3002	30	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
3003	30	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
3004	30	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
3005	30	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
3006	30	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
3007	30	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
3008	30	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
3009	30	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
3010	30	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
3011	30	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
3101	31	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
3102	31	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
3103	31	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
3104	31	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
3105	31	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
3106	31	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
3107	31	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
3108	31	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
3109	31	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
3110	31	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
3111	31	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
3201	32	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
3202	32	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
3203	32	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
3204	32	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
3205	32	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
3206	32	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
3207	32	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
3208	32	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
3209	32	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
3210	32	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
3211	32	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
3301	33	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.000001 %	$ -	$0.00
3302	33	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.000001 %	$ -	$0.00
3303	33	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.000001 %	$ -	$0.00
3304	33	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.000001 %	$ -	$0.00
3305	33	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.000001 %	$ -	$0.00
3306	33	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.000001 %	$ -	$0.00
3307	33	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.000001 %	$ -	$0.00
3308	33	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.000001 %	$ -	$0.00
3309	33	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.000001 %	$ -	$0.00
3310	33	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.000001 %	$ -	$0.00
3311	33	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.000001 %	$ -	$0.00
3401	34	1	1	Residential	0.159493 %	$ 3,678.96	$ 306.58	0.459308 %	$ 367.45	$30.62
3402	34	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.519819 %	$ 415.86	$34.65
3403	34	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.325607 %	$ 260.49	$21.71
3404	34	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.308318 %	$ 246.65	$20.55
3405	34	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.460460 %	$ 368.37	$30.70
3406	34	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.340015 %	$ 272.01	$22.67
3407	34	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.338862 %	$ 271.09	$22.59
3408	34	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.546328 %	$ 437.06	$36.42
3409	34	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.486970 %	$ 389.58	$32.46
3410	34	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.648333 %	$ 518.67	$43.22
3411	34	11	1	Residential	0.158892 %	$ 3,665.04	$ 305.42	0.457579 %	$ 366.06	$30.51
3501	35	1	1	Residential	0.132877 %	$ 3,065.04	$ 255.42	0.382660 %	$ 306.13	$25.51
3502	35	2	1	Residential	0.180505 %	$ 4,163.64	$ 346.97	0.519819 %	$ 415.86	$34.65
3503	35	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.325607 %	$ 260.49	$21.71
3504	35	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.308318 %	$ 246.65	$20.55
3505	35	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.460460 %	$ 368.37	$30.70
3506	35	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.340015 %	$ 272.01	$22.67
3507	35	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.338862 %	$ 271.09	$22.59
3508	35	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.546328 %	$ 437.06	$36.42
3509	35	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.486970 %	$ 389.58	$32.46
3510	35	10	1	Residential	0.225131 %	$ 5,193.00	$ 432.75	0.648333 %	$ 518.67	$43.22
3511	35	11	1	Residential	0.132477 %	$ 3,055.80	$ 254.65	0.381508 %	$ 305.21	$25.43

BUDGET STATEMENT - COMMON EXPENSES
Pinnacle Centre, Tower C - Tower & Palatial Residences

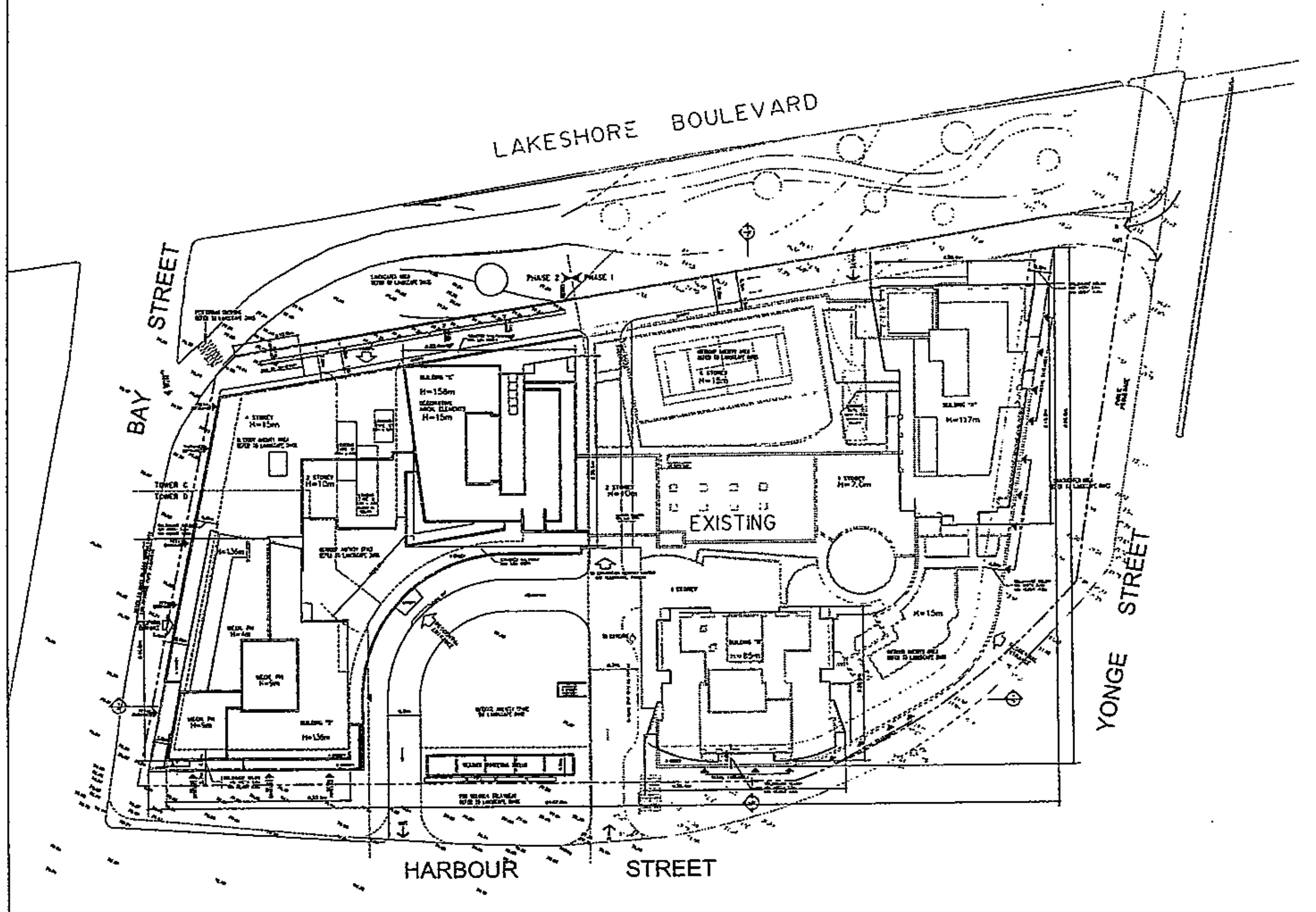
Suite No.	Level	Unit	Number of Units	Type	Tower and Palatial Residences % Interest In Common Expenses	Tower and Palatial Residences Annual Common Expenses	Tower and Palatial Residences Monthly Common Expenses	Palatial Residences Only % Interest In Common Expenses	Palatial Residences Only Annual Common Expenses	Palatial Residences Only Monthly Common Expenses
3601	36	1	1	Residential	0.136279 %	$ 3,143.52	$ 261.96	0.392457 %	$ 313.97	$26.16
3602	36	2	1	Residential	0.228533 %	$ 5,271.48	$ 439.29	0.658130 %	$ 526.50	$43.88
3603	36	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.325607 %	$ 260.49	$21.71
3604	36	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.308318 %	$ 246.65	$20.55
3605	36	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.460460 %	$ 368.37	$30.70
3606	36	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.340015 %	$ 272.01	$22.67
3607	36	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.338862 %	$ 271.09	$22.59
3608	36	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.546328 %	$ 437.06	$36.42
3609	36	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.486970 %	$ 389.58	$32.46
3610	36	10	1	Residential	0.247344 %	$ 5,705.40	$ 475.45	0.712302 %	$ 569.84	$47.49
3611	36	11	1	Residential	0.161294 %	$ 3,720.48	$ 310.04	0.464494 %	$ 371.60	$30.97
3701	37	1	1	Residential	0.136279 %	$ 3,143.52	$ 261.96	0.392457 %	$ 313.97	$26.16
3702	37	2	1	Residential	0.228533 %	$ 5,271.48	$ 439.29	0.658130 %	$ 526.50	$43.88
3703	37	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.325607 %	$ 260.49	$21.71
3704	37	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.308318 %	$ 246.65	$20.55
3705	37	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.460460 %	$ 368.37	$30.70
3706	37	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.340015 %	$ 272.01	$22.67
3707	37	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.338862 %	$ 271.09	$22.59
3708	37	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.546328 %	$ 437.06	$36.42
3709	37	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.486970 %	$ 389.58	$32.46
3710	37	10	1	Residential	0.247344 %	$ 5,705.40	$ 475.45	0.712302 %	$ 569.84	$47.49
3711	37	11	1	Residential	0.161294 %	$ 3,720.48	$ 310.04	0.464494 %	$ 371.60	$30.97
3801	38	1	1	Residential	0.136279 %	$ 3,143.52	$ 261.96	0.392457 %	$ 313.97	$26.16
3802	38	2	1	Residential	0.228533 %	$ 5,271.48	$ 439.29	0.658130 %	$ 526.50	$43.88
3803	38	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.325607 %	$ 260.49	$21.71
3804	38	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.308318 %	$ 246.65	$20.55
3805	38	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.460460 %	$ 368.37	$30.70
3806	38	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.340015 %	$ 272.01	$22.67
3807	38	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.338862 %	$ 271.09	$22.59
3808	38	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.546328 %	$ 437.06	$36.42
3809	38	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.486970 %	$ 389.58	$32.46
3810	38	10	1	Residential	0.247344 %	$ 5,705.40	$ 475.45	0.712302 %	$ 569.84	$47.49
3811	38	11	1	Residential	0.161294 %	$ 3,720.48	$ 310.04	0.464494 %	$ 371.60	$30.97
3901	39	1	1	Residential	0.136279 %	$ 3,143.52	$ 261.96	0.392457 %	$ 313.97	$26.16
3902	39	2	1	Residential	0.228533 %	$ 5,271.48	$ 439.29	0.658130 %	$ 526.50	$43.88
3903	39	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.325607 %	$ 260.49	$21.71
3904	39	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.308318 %	$ 246.65	$20.55
3905	39	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.460460 %	$ 368.37	$30.70
3906	39	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.340015 %	$ 272.01	$22.67
3907	39	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.338862 %	$ 271.09	$22.59
3908	39	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.546328 %	$ 437.06	$36.42
3909	39	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.486970 %	$ 389.58	$32.46
3910	39	10	1	Residential	0.247344 %	$ 5,705.40	$ 475.45	0.712302 %	$ 569.84	$47.49
3911	39	11	1	Residential	0.161294 %	$ 3,720.48	$ 310.04	0.464494 %	$ 371.60	$30.97
4001	40	1	1	Residential	0.136279 %	$ 3,143.52	$ 261.96	0.392457 %	$ 313.97	$26.16
4002	40	2	1	Residential	0.228533 %	$ 5,271.48	$ 439.29	0.658130 %	$ 526.50	$43.88
4003	40	3	1	Residential	0.113066 %	$ 2,608.08	$ 217.34	0.325607 %	$ 260.49	$21.71
4004	40	4	1	Residential	0.107062 %	$ 2,469.60	$ 205.80	0.308318 %	$ 246.65	$20.55
4005	40	5	1	Residential	0.159893 %	$ 3,688.20	$ 307.35	0.460460 %	$ 368.37	$30.70
4006	40	6	1	Residential	0.118069 %	$ 2,723.40	$ 226.95	0.340015 %	$ 272.01	$22.67
4007	40	7	1	Residential	0.117668 %	$ 2,714.16	$ 226.18	0.338862 %	$ 271.09	$22.59
4008	40	8	1	Residential	0.18971 %	$ 4,375.92	$ 364.66	0.546328 %	$ 437.06	$36.42
4009	40	9	1	Residential	0.169098 %	$ 3,900.48	$ 325.04	0.486970 %	$ 389.58	$32.46
4010	40	10	1	Residential	0.247344 %	$ 5,705.40	$ 475.45	0.712302 %	$ 569.84	$47.49
4011	40	11	1	Residential	0.161294 %	$ 3,720.48	$ 310.04	0.464494 %	$ 371.60	$30.97
4101	41	1	1	Residential	0.261152 %	$ 6,023.88	$ 501.99	0.752066 %	$ 601.65	$50.14
4102	41	2	1	Residential	0.354606 %	$ 8,179.56	$ 681.63	1.021196 %	$ 816.96	$68.08
4103	41	3	1	Residential	0.268156 %	$ 6,185.40	$ 515.45	0.772236 %	$ 617.79	$51.48
4104	41	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
4105	41	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
4106	41	6	1	Residential	0.359409 %	$ 8,290.32	$ 690.86	1.035027 %	$ 828.02	$69.00
4201	42	1	1	Residential	0.261152 %	$ 6,023.88	$ 501.99	0.752066 %	$ 601.65	$50.14
4202	42	2	1	Residential	0.354606 %	$ 8,179.56	$ 681.63	1.021196 %	$ 816.96	$68.08
4203	42	3	1	Residential	0.268156 %	$ 6,185.40	$ 515.45	0.772236 %	$ 617.79	$51.48
4204	42	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
4205	42	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
4206	42	6	1	Residential	0.359409 %	$ 8,290.32	$ 690.86	1.035027 %	$ 828.02	$69.00
4301	43	1	1	Residential	0.261152 %	$ 6,023.88	$ 501.99	0.752066 %	$ 601.65	$50.14
4302	43	2	1	Residential	0.354606 %	$ 8,179.56	$ 681.63	1.021196 %	$ 816.96	$68.08
4303	43	3	1	Residential	0.268156 %	$ 6,185.40	$ 515.45	0.772236 %	$ 617.79	$51.48
4304	43	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06

BUDGET STATEMENT - COMMON EXPENSES
Pinnacle Centre, Tower C - Tower & Palatial Residences

Suite No.	Level	Unit	Number of Units	Type	Tower and Palatial Residences % Interest in Common Expenses	Tower and Palatial Residences Annual Common Expenses	Tower and Palatial Residences Monthly Common Expenses	Palatial Residences Only % Interest in Common Expenses	Palatial Residences Only Annual Common Expenses	Palatial Residences Only Monthly Common Expenses
4305	43	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
4306	43	6	1	Residential	0.359409 %	$ 8,290.32	$ 690.86	1.035027 %	$ 828.02	$69.00
4401	44	1	1	Residential	0.261152 %	$ 6,023.88	$ 501.99	0.752066 %	$ 601.65	$50.14
4402	44	2	1	Residential	0.354606 %	$ 8,179.56	$ 681.63	1.021196 %	$ 816.96	$68.08
4403	44	3	1	Residential	0.268156 %	$ 6,185.40	$ 515.45	0.772236 %	$ 617.79	$51.48
4404	44	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
4405	44	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
4406	44	6	1	Residential	0.359409 %	$ 8,290.32	$ 690.86	1.035027 %	$ 828.02	$69.00
4501	45	1	1	Residential	0.261152 %	$ 6,023.88	$ 501.99	0.752066 %	$ 601.65	$50.14
4502	45	2	1	Residential	0.354606 %	$ 8,179.56	$ 681.63	1.021196 %	$ 816.96	$68.08
4503	45	3	1	Residential	0.268156 %	$ 6,185.40	$ 515.45	0.772236 %	$ 617.79	$51.48
4504	45	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
4505	45	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
4506	45	6	1	Residential	0.359409 %	$ 8,290.32	$ 690.86	1.035027 %	$ 828.02	$69.00
4601	46	1	1	Residential	0.261152 %	$ 6,023.88	$ 501.99	0.752066 %	$ 601.65	$50.14
4602	46	2	1	Residential	0.354606 %	$ 8,179.56	$ 681.63	1.021196 %	$ 816.96	$68.08
4603	46	3	1	Residential	0.268156 %	$ 6,185.40	$ 515.45	0.772236 %	$ 617.79	$51.48
4604	46	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
4605	46	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
4606	46	6	1	Residential	0.359409 %	$ 8,290.32	$ 690.86	1.035027 %	$ 828.02	$69.00
4701	47	1	1	Residential	0.261152 %	$ 6,023.88	$ 501.99	0.752066 %	$ 601.65	$50.14
4702	47	2	1	Residential	0.354606 %	$ 8,179.56	$ 681.63	1.021196 %	$ 816.96	$68.08
4703	47	3	1	Residential	0.268156 %	$ 6,185.40	$ 515.45	0.772236 %	$ 617.79	$51.48
4704	47	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
4705	47	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
4706	47	6	1	Residential	0.359409 %	$ 8,290.32	$ 690.86	1.035027 %	$ 828.02	$69.00
4801	48	1	1	Residential	0.261152 %	$ 6,023.88	$ 501.99	0.752066 %	$ 601.65	$50.14
4802	48	2	1	Residential	0.354606 %	$ 8,179.56	$ 681.63	1.021196 %	$ 816.96	$68.08
4803	48	3	1	Residential	0.268156 %	$ 6,185.40	$ 515.45	0.772236 %	$ 617.79	$51.48
4804	48	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
4805	48	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
4806	48	6	1	Residential	0.359409 %	$ 8,290.32	$ 690.86	1.035027 %	$ 828.02	$69.00
4901	49	1	1	Residential	0.422646 %	$ 9,748.92	$ 812.41	1.217072 %	$ 973.66	$81.14
4902	49	2	1	Residential	0.348002 %	$ 8,027.16	$ 668.93	1.002178 %	$ 801.74	$66.81
4903	49	3	1	Residential	0.271358 %	$ 6,259.32	$ 521.61	0.781457 %	$ 625.17	$52.10
4904	49	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
4905	49	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
5001	50	1	1	Residential	0.422646 %	$ 9,748.92	$ 812.41	1.217072 %	$ 973.66	$81.14
5002	50	2	1	Residential	0.348002 %	$ 8,027.16	$ 668.93	1.002178 %	$ 801.74	$66.81
5003	50	3	1	Residential	0.271358 %	$ 6,259.32	$ 521.61	0.781457 %	$ 625.17	$52.10
5004	50	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
5005	50	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
5101	51	1	1	Residential	0.422646 %	$ 9,748.92	$ 812.41	1.217072 %	$ 973.66	$81.14
5102	51	2	1	Residential	0.348002 %	$ 8,027.16	$ 668.93	1.002178 %	$ 801.74	$66.81
5103	51	3	1	Residential	0.271358 %	$ 6,259.32	$ 521.61	0.781457 %	$ 625.17	$52.10
5104	51	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
5105	51	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
5201	52	1	1	Residential	0.422646 %	$ 9,748.92	$ 812.41	1.217072 %	$ 973.66	$81.14
5202	52	2	1	Residential	0.348002 %	$ 8,027.16	$ 668.93	1.002178 %	$ 801.74	$66.81
5203	52	3	1	Residential	0.271358 %	$ 6,259.32	$ 521.61	0.781457 %	$ 625.17	$52.10
5204	52	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
5205	52	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
5301	53	1	1	Residential	0.422646 %	$ 9,748.92	$ 812.41	1.217072 %	$ 973.66	$81.14
5302	53	2	1	Residential	0.348002 %	$ 8,027.16	$ 668.93	1.002178 %	$ 801.74	$66.81
5303	53	3	1	Residential	0.271358 %	$ 6,259.32	$ 521.61	0.781457 %	$ 625.17	$52.10
5304	53	4	1	Residential	0.245143 %	$ 5,654.64	$ 471.22	0.705962 %	$ 564.77	$47.06
5305	53	5	1	Residential	0.296172 %	$ 6,831.60	$ 569.30	0.852918 %	$ 682.33	$56.86
5401	54	1	1	Residential	0.44666 %	$ 10,302.84	$ 858.57	1.286290 %	$ 1,029.03	$85.75
			492	Residential Units	87.005101 %	$ 1,996,602.00	$ 166,383.50	100.000000 %	$ 78,970.70	$6,580.89

BUDGET STATEMENT - COMMON EXPENSES
Pinnacle Centre, Tower C - Tower & Palatial Residences

Suite No.	Level	Unit	Number of Units	Type	Tower and Palatial Residences % Interest in Common Expenses	Tower and Palatial Residences Annual Common Expenses	Tower and Palatial Residences Monthly Common Expenses	Palatial Residences Only % Interest in Common Expenses	Palatial Residences Only Annual Common Expenses	Palatial Residences Only Monthly Common Expenses
			501	Parking Units @ 0.021312 $ 40.97 /unit/month	10.677312 %	$ 246,311.64	$ 20,525.97	0.000000 %	$ -	$ -
			160	Bike Locker Units @ 0.003511 $ 6.75 /unit/month	0.561760 %	$ 12,960.00	$ 1,080.00	0.000000 %	$ -	$ -
			250	Bike/Storage Locker Units @ 0.007022 $ 13.50 /unit/month	1.755500 %	$ 40,500.00	$ 3,375.00	0.000000 %	$ -	$ -
Service Unit(s)					0.000082 %					
Sign Unit(s)					0.000081 %					
Communication Control Unit(s)					0.000082 %					
Shared Amenity Unit(s)					0.000082 %					
					100.000000 %	$ 2,306,676.48	$ 192,223.04	100.000000 %	$ 79,999.73	$ 6,666.64
GROSS OPERATING BUDGET						$ 2,333,256.48				
Less:										
GUEST SUITES INCOME						20,280.00				
PARTY ROOM INCOME						6,300.00				
TOTAL NET OPERATING BUDGET						$ 2,306,676.48				



33 BAY STREET

SITE PLAN

SCALE 1:400 PROJECT # 2634

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT
FOR
SUCCESS TOWER AT PINNACLE CENTRE
TOWER C

This declaration is made and executed pursuant to the provisions of the Condominium Act, S.O., 1998, c. 19, as amended from time to time, and the regulations made thereunder and any successor statute (all of which are hereinafter collectively referred to as the "**Act**"), by:

PINNACLE INTERNATIONAL (BAY ST.) LTD., a corporation incorporated under the laws of the Province of Ontario,

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

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto and being more particularly described in Schedule "A" annexed hereto, and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act and Ontario Regulation 49/01 under the Act;

AND WHEREAS the Declarant has constructed a building upon the property comprising (approximately) four hundred and ninety-two (492) residential units, (approximately) five hundred and one (501) parking units, (approximately) one hundred and sixty (160) bicycle/locker units, (approximately) two hundred and fifty (250) storage/locker units, one (1) or more Communication Control Units, one (1) or more Sign Unit(s), (possibly) one (1) or more Service Room Unit(s) and (possibly) one (1) or more Shared Amenity Unit(s);

AND WHEREAS the Declarant intends that the land and interests appurtenant to the land as the land and the interests are described in the description, shall be governed by the Act;

AND WHEREAS the registration of the declaration and description will create a freehold condominium corporation, being a standard condominium corporation contemplated in Section 6 of the Act and Section 5(l)(c) of Ontario Regulation 48/01 under the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART I. - INTRODUCTION

Section 1.1 - Definitions

In addition to those terms or phrases specifically defined elsewhere in this declaration, the terms or phrases used in this 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, the terms or phrases set out below shall have the meanings respectively ascribed, as follows:

(a) "**Adjacent Condominium Corporations**" means the Phase I Condominium (hereinafter defined) and the Phase II Condominium (hereinafter defined). In addition, it includes the proposed condominium corporation to be developed and created by the Declarant as a separate condominium corporation upon the registration of a declaration and description on those portions of the overall site being developed by the Declarant and being designed as Parts ______________ on a Reference Plan of Survey 66R-___________ (**"Phase IV Condominium", "Building D" and/or "Phase IV Corporation"**)

(b) "**Adjacent Retail Components**" means, collectively, those areas within or immediately adjacent to Building A, Building B and Building D which are utilized by the Declarant for commercial/retail/office purposes or such other purposes as permitted by municipal by-laws, from time to time, and includes units and common elements that may be created by registration of plans of condominium thereon at some future date.

(c) "**Amenities**" means the shared lobby and concierge (Building C and Building D only), a separate lobby and concierge for the benefit of the owners and residents of units located on levels 34 to 54 of the Condominium, a shared courtyard unit (Building C and Building D only), three (3) guest suites (Building C and Building D only); outdoor amenity space consisting of a terrace, running track and golf green, squash and racquetball court, men's and women's change rooms, gymnasium and yoga room, party room, bar, catering kitchen, private dining area (not including dining service), cyber lounge, sports lounge and billiard room and wine lounge.

(d) ""**Building**" means the mixed-use building constructed upon and under the lands and premises comprising the Residential Structure, the Retail Structure and the Adjacent Retail Components.

(e) "**Communication Control Unit(s)**" means unit(s) _____, level(s) _____.

(f) "**Construction License Agreement**" means the agreement between this Condominium and the Declarant, as owner of the lands comprising Building D, the Retail Structure and the Adjacent Retail Components (hereinafter defined), for the purpose of construction, by the Declarant of Building D, the Retail Structure and the Adjacent Retail Components. It shall also include in this definition any agreement or agreements amending or replacing the original Construction License Agreement, whether/ such agreement or agreements provide for all or any of the foregoing matters or other matters not contained within the original agreement and, in the case of any amendment which amends the original agreement, in part, without replacing the said agreement, this term shall, collectively, include the original Construction License Agreement and the amendment(s) thereto.

(g) "**Corporation**", "**this Corporation**", the "**Condominium**" and/or "**this Condominium**" means the condominium corporation created by the registration of this declaration and description pursuant to the Act.

(h) "**Daycare Facility**" means the daycare facility contained within Building B, the maintenance, operation and responsibility of which is to be shared between this Corporation and the Adjacent Condominium Corporations, in accordance with the provisions of, and in the proportions outlined in, the Shared Facilities Agreement.

(i) "**Daycare Lease**" means the lease entered into by the Declarant of Building B with the City of Toronto regarding the Daycare Facility which Daycare Lease (together with any equipment lease or similar lease in connection therewith) is to be assumed by (and be the responsibility of) this Corporation and the Adjacent Condominium Corporations.

(j) "**Development Agreements**" means, collectively, the parking agreement made between the Toronto Harbour Commissioners, York

Hanover Developments Ltd., Copthorn Holdings Ltd., 488247 Ontario Inc. and Camross York Development Corporation and WTCN Holdings Inc., registered as Instrument No. CT950423, the Section 37 Agreement and Section 37 Amending Agreement registered as Instrument Nos. CA557775 and CA608072, respectively (as same may be further amended), the Public School Board Agreement registered as Instrument No. CA557777, a parking agreement registered as Instrument No. CA561848 (as same may be amended), the Daycare Lease, any daycare agreement and any further amendments thereto, and any other agreement, development, site plan or similar agreement entered into by the Declarant (and any of its predecessors in title) on behalf of this Corporation, or by this Corporation, with the Corporation of the City of Toronto or with any other relevant Governmental Authority (as hereinafter defined) dealing with any aspect of the property.

(k) "**Governmental Authorities**" and/or "**Governmental Authority**" means the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the property.

(l) "**Phase I Condominium** and/or "**Building A**" and/or "**Phase I Corporation**" means Toronto Standard Condominium Corporation No. 1788.

(m) "**Phase II Condominium** and/or "**Building B**" and/or "**Phase II Corporation**" means Toronto Standard Condominium Corporation No. 1834.

(n) "**Phase IV Condominium** and/or "**Building D**" and/or "**Phase IV Corporation**" means the condominium corporation to be developed and created by the Declarant as a separate condominium corporation, upon the registration of a declaration and description on those portions of the overall site designated as Parts ____ on a Reference Plan of Survey 66R-__________ or such alternative development of the Declarant, including, without limiting the generality of the foregoing, the incorporation of the Hotel Component (hereinafter defined), a hotel and/or furnished suite development.

(o) "**Project**" means the lands and premises including and comprising this Condominium, the Retail Structure, the Adjacent Retail Components and the Adjacent Condominium Corporations.

(p) "**Residential Structure**" means those lands and premises described in Schedule "A" and that part of the Building located thereon comprising the units and common elements governed by the Corporation.

(q) "**Retail Structure**" means those areas within or immediately adjacent to the Condominium which are utilized by the Declarant for commercial/retail/office purposes or such other purposes as permitted by municipal by-laws, from time to time, and includes units and common elements that may be created by registration of a plan of condominium thereon at some future date.

(r) "**Service Unit(s)**" and/or "**Service Room Units**" means unit(s) ______, level(s) ______.

(s) "**Shared Amenity Units**" means unit(s)_________, level(s)__________.

(t) "**Shared Facilities Agreement**" means the Agreement entered into by the Phase I Condominium and the Declarant, on its own behalf as owner of the Retail Structure and the Adjacent Retail Components and on behalf of Building B, Building C and this Condominium, dated August 24, 2006. It shall also include in this definition any agreement or agreements amending or replacing the original Shared Facilities Agreement, whether such agreement or agreements provide for all or any of the foregoing matters or other matters not contained within the original agreement and, in the case of the amendment which amends the original agreement, in part, without replacing the said agreement, this term shall, collectively, include the original Shared Facilities Agreement and the amendment(s) thereto.

(u) "**Sign Unit(s)**" means unit(s) ______, level(s) ___________.

(v) "**Utility Monitor**" means the utility monitor retained, from time to time, to carry out the obligations and responsibilities set out in the Utility Monitoring Agreement.

(w) "**Utility Monitoring Agreement**" means the Agreement to be entered into by the Corporation, from time to time, with the Utility Monitor for the purposes contemplated at Part VII of this Declaration and the Utility Monitoring Agreement (and any supplemental or replacement Utility Monitoring Agreement).

Section 1.2 - Statement of Intention and Type of Corporation

The Declarant intends that the lands described in Schedule "A"; and in the description, together with all interests appurtenant thereto, be governed by the Act and any amendments thereto. As stated on the face page of the Declaration, the registration of the declaration and description will create a freehold condominium corporation, and being a standard condominium corporation as contemplated in Section 6 of the Act.

Section 1.3 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands or interests appurtenant to the lands described in Schedule "A" is contained in Schedule "B" attached hereto.

Section 1.4 - Boundaries of Units and Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units set forth in Schedule "C" attached hereto.

Notwithstanding anything provided to the contrary, each residential unit shall include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus including the heating, air conditioning and ventilation installations and the pertinent equipment attached thereto as well as any branch piping to and including any shutoff valves that supply any service or utility to that particular residential unit only.

Notwithstanding anything provided to the contrary, each residential unit shall exclude all concrete, concrete block or masonry portions of load-bearing walls or columns, exterior doors, doorframes, windows and window frames and any pipe, wire, cable, conduit, duct, shaft and mechanical and similar apparatus which provides a service to another such unit or the common elements, and all of which are located within the residential unit.

Notwithstanding anything provided to the contrary:

(i) each parking unit shall exclude, without limiting the provisions of Schedule "C" to this Declaration, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, light fixtures, air conditioning or heating equipment appurtenant thereto, which provide any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such parking units; and

(ii) each storage/locker unit and bicycle/locker unit shall exclude all fans, pipes, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any unit or to the common elements and whether located in or outside any walls or floors together with any heating or air conditioning equipment, ducts, flues, shafts or sheer walls, concrete walls or load-bearing walls which may be located within any such bicycle/locker and storage/locker unit.

(iii) the Communication Control Unit(s) shall include all wires, cables and cable conduits emanating from the Communication Control Units and extending beyond the boundaries of such Communication Control Units to each of the electrical rooms situate throughout the Condominium and ultimately leading to each of the residential units on each level of the Condominium (including the branch conduits extending to the conduit risers and including the riser conduits and all junction or pull boxes) together with all wires, cables, cable television termination closets, cable receptacles, ports, jacks, electrical grounding apparatus and all other m echanical or similar apparatus and equipm ent leading or em anating from (or otherwise connected to) the Communication Control Units which may now or hereafter be used in connection with the supply of cable television, telephone data, internet radio, wireless and/or any other telecommunication services heretofore or hereafter provided to any residential unit(s) and/or to any other part of the common elements, regardless of whether any or all of such wires, cables, closets, receptacles, ports, jacks, apparatus and/or equipment are situate within or beyond the boundaries of the Communication Control Units themselves, and shall also include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply any service and/or utility (or which facilitates the supply of any service and/or utility) exclusively to the Communication Control Units (including without limitation the electrical grounding of the CCU Equipment) regardless of whether such pipes, wires, cables, conduits, ducts and apparatus are situate within or beyond the boundaries of the Communication Control Units outlined in Schedule "C" annexed hereto; the Communication Control Units shall exclude all portions of the concrete roof slab, roof membrane, roof insulation and gravel materials situate on the roof together with all catwalks or walkways situate within the boundaries of the Communication Control Units and all pipes, wires, cables, ducts, flues and mechanical or similar apparatus and equipment that supply any service other than cable television, telephone data, internet, radio, wireless and/or any other telecommunication service(s) to any other unit(s) or to the common elements, regardless of whether same may be situate within the boundaries of the Communication Unit;

(iv) the Sign Unit(s) shall include all fixtures, appurtenant thereto, including but not limited to, the base on which the unit rests (if applicable) and any wire cable conduit, duct and electrical equipment which provide a service or utility to the unit, regardless of whether or not same are located outside the unit boundaries of the Sign Units described in Schedule 'C'; and

(v) each Service Unit shall include exterior doors, door frames, windows and frames (if applicable) louvers and gratings, all pipes, wires, cables, ducts, shafts and mechanical and electrical apparatus, which provide a service or utility to the Unit only, regardless of whether or not same are located outside the unit boundaries of the Service Units described in Schedule 'C'. Service Units shall exclude any pipe, wire, cable, conduit, duct, shaft, mechanical or electrical apparatus, which provide a service or utility to another unit or the common element.

Section 1.5- Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedules "D1" and Schedule "D2" attached hereto. The total of the proportions of the common interests and common expenses set out in each of Schedule "D1" and Schedule "D2" shall each be one hundred (100%) percent.

Section 1.6- Exclusive Use Common Elements

Subject to the provisions of the Act, the declaration, the by-laws and the rules, the owner of each unit 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 owner so entitled to same may be regulated by any by-laws or rules of the Corporation.

Section 1.7- Mailing Address and Address for Service

The Corporation's address for service shall be:

c/o 18 Harbour Street
Toronto, Ontario M5J 2Z6

or such other address as the Corporation may determine by resolution of the board. The Corporation's municipal address shall be:

c/o 18 Harbour Street,
Toronto, Ontario M5J 2Z6

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

Section 1.8 - Approval Authority Requirements

The following are the Approval Authority Requirements required to be inserted in this Declaration:

1. Unit owners and residents specifically acknowledge and agree that the Condominium will be developed in accordance with any requirements that may be imposed, from time to time, by any of the Governmental Authorities. Unit owners and residents acknowledge that despite the inclusion of noise and vibration control features within the Condominium the proximity of the Condominium to Yonge Street, Bay Street, Harbour Street, Lakeshore Boulevard and the Gardiner Expressway (being major arterial roadways), and its proximity to the Toronto Island Airport, the Air Canada Centre and the Convention Centre, may result in

the noise and vibration levels affecting the Condominium to exceed the noise and vibration criteria established by the Governmental Authorities, and that despite the (proposed) inclusion of noise and vibration control features within the Condominium, noise and vibration levels from the aforementioned source(s) may (continue to be) of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. Purchasers further acknowledge and agree that the eleva tor banks, garbage and recycling room(s), the loading dock, the amenity facilities, the transformer, the Condominium's mechanical equipment, the commercial parking garage, and the daycare centre may cause noise levels to exceed a comfortable level and occasionally interfere with some activities of the dwelling occupants in this Condominium.

2. Canadian National Railw ay Company ("CNR") and the Greater Toro nto Transit Authority ("**GO Transit**") or their assigns or successors in interest have or may have rights of way within 300 metres from the Lands. Go Transit or its successors or assigns have facilities and operations in the vicinity, including, but not limited to, station platform operations, train movements through various switch and track routings, diesel locomotive storage, startup and idling. There may be alterations to or expansions of the railway facilities on such rights of way in the future, including the possibility that CNR or other railway companies or their assigns or successors or GO Transit or VIA Rail Canada In c. may expand their operations, w hich expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise, vibration and air quality attenuating measures in the design of the development and Units. The Declarant, CNR, GO Transit and/or VIA Rail Canada Inc. will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over, or under the aforesaid rights-of-way.

3. Unit owners and residents are advised that despite the inclusion of noise control features in this development area and within building units, sound levels from increasing road traffic will continue to be of concern occasionally interfering with some activities of the dwelling occupants as the sound level exceeds the municipality's and Ministry of Environment's noise criteria. Air conditioning has, or will have been, in stalled to achieve adequate in terior sound levels.

4. Unit owners and residents are further advised that despite the inclusion of noise control features within the Building, the proximity to TTC Transit operations may result in noise, vibration, electro-magnetic interference and stray current transmissions (collectively, the "**Interferences**") from a below ground LRT fa cility and/or subsurface LRT tunnel abutting the lands on Bay Street and de spite the inclusion of control features, Interferences from transit operations may continue to be of concern occasionally interfering with some activities of the Purchaser. Notwithstanding, unit owners and residents agree to indemnify and save harmless the City of Toronto and the Toronto Transit Commission from all claims, losses, judgments or actions arising or resulting from any or all Interferences. Additionally, unit owners and purchasers acknowledge and agree that ele ctro-magnetic, stray current and noise warning clause similar to one contained herein shall be required to be inserted in any succeeding lease, sublease or sales agreement with this obligation being bind ing on respective successors and assigns.

Section 1.9 - Architect/Engineer's Certificates

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

PART II. - SPECIFICATION OF COMMON EXPENSES

Section 2.1 - Meaning of Common Expenses

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation, and such other expenses as are listed in Schedule "E" attached hereto.

Section 2.2 - Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his or her 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 place. 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 or her family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses subject to and in accordance with the Act.

Section 2.3 - Reserve Fund

The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the common elements and assets of the Corporation, all in accordance with the provisions of the Act.

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 and in accordance with the Act.

Section 2.4 - 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 shall forthwith provide the Declarant with a status 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. Similarly the Corporation shall, upon request, provide the Declarant with a Certificate of Status pursuant to the Construction License Agreement and Shared Facilities Agreement at no charge or fee to the Declarant (or to any original unit purchaser or mortgagee of any unit in this Condominium and the Adjacent Condominium Corporations and any tenant and/or leasehold mortgagee of the Retail Structure and/or Adjacent Retail Components).

PART III. - OCCUPATION AND USE OF COMMON ELEMENTS

Section 3.1 - General Use

(a) Save as otherwise provided in this declaration, the by-laws and rules of the Corporation, the Construction License Agreement and the Shared Facilities Agreement, each owner may make reasonable use of, and has the right to occupy and enjoy the whole or any part of the common elements, including those exclusive use common element areas designated to his or her unit in Schedule "F", subject to any applicable conditions or restrictions set out in the Act, the declaration, the Corporation's by-laws and the rules. However, no condition shall be permitted to exist, and no activity shall be carried on in any unit or on the common elements that is likely to damage the property, or that will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements and the other units, or that results in the cancellation or threatened cancellation of any policy of insurance referred to in the declaration or otherwise in existence with respect to the property.

(b) The owners of certain residential units shall have the exclusive use of those portions of the exclusive use common elements as set out in Schedule "F" subject to compliance with the Act, this declaration, the by-laws and the rules, and subject (further) to the Corporation's right of access to the exclusive use common elements at all reasonable times to perform repairs, additions, alterations or improvements.

(c) No owner shall make any change or alteration to an installation upon the common elements, including the exclusive use common elements appurtenant to a residential unit, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he or she has a duty to maintain in accordance with the provisions of this declaration, without obtaining the prior written approval of the Corporation in accordance with the Act and having entered into an agreement with the Corporation in accordance with Section 98 of the *Act*.

(d) The Declarant, its officers, employees, agents and invitees shall have free and unlimited access to and egress from all parts of the common elements of this Condominium until completion of the sales of and the transfer of title to all units in this Condominium and the Adjacent Condominium Corporations, and for the purpose of gaining access to its own units, and to those facilities and services which are shared between this Condominium, the Retail Structure, the Adjacent Retail Components and/or the Adjacent Condominium Corporations (or any of them) including access to the common elements of this Condominium, for any lawful purpose including, but not limited to, responding to any claims submitted by this Corporation to the Declarant and to the Tarion Warranty Corporation in respect of outstanding construction matters (including effecting repairs to the common elements) and to showing same to persons interested in the Project.

(e) Notwithstanding anything provided to the contrary, and notwithstanding any rules or by-laws of the Corporation hereafter passed or enacted to the contrary, the Declarant shall be entitled to erect and maintain signs for marketing/sales/rental purposes upon any portion of the common elements, and within or outside any unsold units pursuant to the Declarant's ongoing marketing/sales/rental program in connection with this Condominium, the Adjacent Condominium Corporations, the Retail Structure and/or the Adjacent Retail Components at such location(s) and having such dimensions as the Declarant may determine in its sole discretion, until such time as all units in this Condominium and in the Adjacent Condominium Corporations have been sold and title transferred by the Declarant.

(f) Specifically, the Declarant shall also be entitled to use and occupy any portion of this Condominium for the Declarant's marketing/sales/rental program, and to erect and maintain a sales/construction office thereon at such location as the Declarant may select, in its sole discretion, until such time as the Declarant has sold and transferred title to all of the units in this Condominium and the Adjacent Condominium Corporations. The cost of erecting, maintaining and ultimately dismantling the said sales/construction office and/or management office shall be borne by the Declarant but the Declarant shall not be charged for the use of the space so occupied in the Condominium, nor for any utility services supplied thereto, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services to the said sales/construction/management office.

Section 3.2 - Pets

No owner or occupant of any unit shall maintain, keep or shelter any animal, livestock or fowl therein other than household pet as herein defined. For the purpose of this restriction upon the use and occupation of units, the term **"household pet"** shall mean caged birds, aquarium fish, one or two cats or one or two dogs unless any such household pet becomes a nuisance and causes unreasonable interference with the use and enjoyment by owners of other units and the common elements, in which event the Corporation may require the pet owner to permanently remove such pet from the property upon two (2) weeks written notice.

Section 3.3 - Restricted Access

Save as otherwise specifically provided in this Declaration to the contrary, without the prior written consent of the board, no owner (or resident shall have any right of access to those parts of the property used from time to time as the management office, utility, service, building maintenance, mechanical, garbage or storage area(s), the Declarant's marketing/sales/construction/customer service office(s), the area adjoining the Communication Control Unit(s) or the Sign Unit(s), or any other part(s) of the property used for the care, maintenance or operation of the property. Provided however, that this section shall not apply to any first mortgagee holding first mortgages on at least thirty (30%) percent of the units, if exercising a right of access for purposes of inspection upon giving 48 hours notice to the Corporation's property manager.

The owners of the residential units on levels 2 to 33 of the Condominium will not be permitted access to and use of the concierge, mailroom and lobby intended to be used by and for the benefit the owners and occupants of the residential units on levels 34 to 54 of the Condominium.

Section 3.4 - Maintenance of Building Plans and Specifications

A copy of the complete set of record, **"as-built"** architectural and structural plans and specifications for this Condominium, including copies of all plans and specifications for any additions, alterations or improvements made from time to time to the common elements or to any unit which required the prior written consent of the board, shall be maintained in the office of the property manager retained by 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 units and common elements and for the use of any owner or mortgagee, and for the use of the Declarant and owner of the Retail Structure.

PART IV. - OCCUPATION AND USE OF UNITS

Section 4.1 - General Use

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

(a) Each residential unit shall be occupied and used as a private, single-family residence and for no other purpose in accordance with the provisions of the applicable zoning by-law of the City of Toronto pertaining to this Condominium, as amended from time to time; provided however that the foregoing shall not prevent the Declarant from completing this Condominium, the Adjacent Condominium Corporations , the Retail Structure, the Adjacent Retail Components, and all improvements to the property, maintaining one or more residential units as models for display and sales/rental purposes and otherwise maintaining construction offices, displays and signs therein and anywhere on the property until all units in this Condominium and the Adjacent Condominium Corporations have been sold and title transferred by the Declarant .

(b) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance obtained or maintained by the Corporation or otherwise referred to in this declaration. In the event that the use made by any owner of his or her unit (or tenant), other than the Declarant, results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then the owner of the unit shall be personally liable to pay and/or fully reimburse the Corporation for such increased portion of the insurance premiums so payable by the Corporation (as a result of such owner's use), and such owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph.

(c) No owner, other than the Declarant, shall make any structural change or alteration in or to any unit, without the prior written consent of the board. Without limiting the generality of the foregoing, no boundary wall, load bearing partition wall, floor, door, window, toilet, wash basins, sink, heating, air conditioning, plumbing or electrical installation with the exception of electrical light fixtures contained in the unit, shall be replaced, removed, or otherwise altered without the prior written consent of the board.

(d) No owner shall remove or replace any fixture or item within a unit that is directly connected to the common elements without utilizing the services of a licensed mechanic to perform the type of work required to be done. This restriction is intended to include work done to any humidification equipment which may be added by the owner to the heating, air conditioning and ventilation equipment which serves the unit only and is directly connected to the building's water mains or drainage system including hoses, pipes and outlets for any washer and dryer, or electrical work that may affect common power lines.

(e) Section 3.2, which sets forth restrictions upon the keeping of pets within the Building shall apply, mutatis mutandis, herein to the occupation and use of the residential units.

(f) Except as otherwise expressly stated herein, no awnings or shades shall be erected over and outside of the windows of any unit or any exclusive use common element area without the prior written consent of the board and no decorating or painting shall be done or effected, or caused to be done, on any outside area, exterior surface or exterior door without the prior written consent of the board. All window coverings and outside linings thereof in exterior windows within each residential unit shall be of a neutral off-white or white shade, and no foil shall be placed on the windows without the prior written consent of the board. The board shall have the right to cause the removal of anything which contravenes this provision, it being the intent of the board to maintain high and uniformly kept standards of architectural control and design within the Condominium. In order to reduce or eliminate the penetration of sound from one residential unit to another residential unit, not less than sixty five percent (65%) of the floor area of each room in each residential unit (with the exception of the kitchen, the bathroom and the entrance areas) shall be covered by broadloom or by an area rug with suitable underpadding.

(g) The owner of each unit shall comply, and shall require all residents, tenants, invitees and licensees of his or her unit to comply with the Act, this Declaration, the By-Laws and Rules (including any agreements authorized by By-Law including, but not limited to, the Shared Facilities Agreement and the Construction License Agreement).

Section 4.2 - Parking Units

(a) Each parking unit shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules in force from time to time (subject to the provisions of subparagraph (b) herein) and without restricting any wider definition of motor vehicle which may be imposed by the board, "motor vehicle" shall be deemed to include a private passenger automobile, station wagon and motorcycle as customarily understood. The owner of each parking unit shall maintain such unit in a clean and sightly condition. The Corporation may make provision in its annual budget, however, for the cleaning and sweeping of the parking units, either in their totality or in groups of parking units, and this shall be a common expense, notwithstanding the provisions of this paragraph. In the event that the Declarant is the owner or tenant of one or more parking units, the Declarant may, from time to time, use any such parking unit(s) for an alternate use, provided that any alternate use is in accordance with the requirements and by-laws of the City of Toronto.

(b) Subject to the rights reserved to the Declarant at Section 4.2(a), no owner or occupant shall install, or cause or permit to be installed a garage door or enclosure of any kind upon or within a parking unit, nor shall any owner or occupant enclose or cause or permit to be enclosed, any parking unit or part thereof in any manner whatsoever, unless supplied in that manner by the Declarant for the said parking units or unless expressly approved by the board.

(c) Every lease of a parking unit shall provide or be deemed to contain a provision that where the owner is deprived of ownership of his or her residential unit through legal action by a party holding a registered execution, lien (including this Corporation) or other encumbrance against such residential unit, than such lease shall be deemed to be in default and shall automatically terminate, and the parking unit shall revert to the landlord.

(d) Any of the parking units may at any time be sold, transferred, leased or otherwise conveyed, either separately or in combination with other units, provided that any such sale, transfer, assignment, gift or any other conveyance of any parking unit is made only to the Declarant, the owner(s) of the Retail Structure and/or the Adjacent Retail Components (or portions thereof), the Corporation or to an owner of a residential unit in this Corporation or the Adjacent Condominium Corporations and provided that any such lease is made only to the Declarant, the Corporation or to any owner or tenant of a residential unit in this Corporation or the Adjacent Condominium Corporations and/or an owner or occupant of the Retail Structure and/or Adjacent Retail Components, or portions thereof. The term of any lease of any parking unit to a tenant of a residential unit in this Corporation, the Adjacent Condominium Corporations, the Retail Structure and/or the Future Retail Component shall not extend beyond the term of the tenancy of such residential unit granted to such tenant.

(e) Any instrument, or other document, purporting to effect the sale, transfer, assignment, gift or other conveyance of any parking unit in contravention of any of the foregoing provisions of this section shall be automatically null and void and or no force or effect whatsoever and any lease of any parking unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions of this Section 4.2.

Section 4.3 - Storage/Locker Units and Bicycle/Locker Units

(a) Each storage/locker unit and bicycle/locker unit shall be used and occupied only for the storage of non-combustible materials and materials that do not constitute as the board may determine, a danger or nuisance to the residents of the Condominium and in such a manner as not to contravene any applicable zoning or building by-laws and/or health and safety regulations of the relevant municipality or any other Governmental Authority or agency having jurisdiction. The board may from time to time restrict the categories of materials that may be stored in each storage/locker unit and bicycle/locker unit and which, as the board may determine, constitute a danger or a nuisance to the Condominium and to other owners. In the event that the Declarant is the owner or tenant of one or more storage/locker units and/or bicycle/locker units, the Declarant may, from time to time, use any such storage/locker unit(s) and/or bicycle/locker unit(s) for an alternate use, provided that any alternate use is in accordance with the requirements and by-laws of the City of Toronto.

(b) Any of the storage/locker units and/or bicycle/locker units may at any time be sold, transferred, leased or otherwise conveyed, either separately or in combination with other units, provided that any such sale, transfer, assignment, gift or any other conveyance of any storage/locker unit and/or bicycle/locker units is made only to the Declarant, the owner(s) of the Retail Structure and/or the Adjacent Retail Components (or portions thereof) the Corporation or to any owner of a residential unit in this Corporation or the Adjacent Condominium Corporations, and provided that any such lease is made only to the Declarant, an owner or occupant of the Retail Structure and/or Adjacent Retail Components or portions thereof, the Corporation, or to any owner or tenant of a residential unit in this Corporation or the Adjacent Condominium Corporations. The term of any lease of any storage/locker unit and/or bicycle/locker unit to a tenant of a residential unit in this Corporation shall not extend beyond the term of the tenancy of such residential unit or space (in the context of the Retail Structure and/or Adjacent Retail Components) granted to such tenant.

(c) Every lease of a storage/locker unit and/or bicycle/locker unit shall provide or be deemed to contain a provision that where the owner is deprived of ownership of his or her residential unit through legal action by a party holding a registered execution, lien (including this Corporation) or other encumbrance against such residential unit, than such lease shall be deemed to be in default and shall automatically terminate, and the storage/locker unit and/or bicycle/locker unit shall revert to the landlord.

(d) Any instrument, or other document purporting to effect a sale, transfer, assignment, gift or other conveyance of any storage/locker unit and/or bicycle/locker unit in contravention of any of the foregoing provisions of this section, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any storage/locker unit and/or bicycle/locker unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions of this section.

(e) Bicycles will only be permitted to be stored in the storage/locker units and/or bicycle/locker units situate on Level A and/or Level 2 of this Condominium.

Section 4.4- Communication Control Unit(s)

(a) The Communication Control Unit(s) (sometimes hereinafter referred to as the "**CCU**") and its/their appurtenant exclusive use common element areas shall be used and occupied by the owner of such unit(s) for the purposes of the erection and the use of an advertising billboard thereon, and for the purposes of broadcasting, distributing, transmitting, receiving and re-transmitting radio, telephone, television, microwave, radio data, paging and/or satellite transmissions, signals or other similar forms of communication and for any similar or ancillary purposes thereto, provided such use is permitted or licensed by the Governmental Authority having jurisdiction thereover. Notwithstanding anything contained in this Declaration or in the by-laws or rules hereinafter passed or hereinafter enacted to the contrary, the owner of the CCU (together with such owners, agents, representatives, tenants, invitees, licensees and contractors) shall at all times have:

(i) the right of ingress and egress from and the right to pass and or traverse over and upon those portions of the common element areas of this Condominium required to obtain full and complete access to the CCU and any of the CCU equipment (as hereinafter defined);

(ii) the right to install upon or within the CCU, and/or within the exclusive-use common element areas appurtenant thereto, all such transmission towers, antenna, microwave dishes, supporting wires and cables, anchoring systems, mechanical fasteners, electrical transformers, structural frames and all such other wires, cables, conduits, equipment, insulations and/or appurtenances thereto (collectively, the "**CCU Equipment**") as may be necessary or desirable for the effective use, operation and/or maintenance of the CCU and the exclusive-use common element areas appurtenant thereto; and

(iii) the right to install the CCU Equipment through, over, along, upon and in the common element areas of the Condominium (and to connect same to the building's electrical and mechanical services), in order to facilitate the reception, distribution, transmission and/or re-transmission of television, telephone, radio, radio data, microwave, paging and/or satellite transmissions and signals including, without limitation, the right to puncture, protrude, suspend, affix, anchor, encroach upon or construct anything within or upon the CCU and/or the exclusive-use common element areas appurtenant thereto for the purposes of enabling or facilitating the installation and operation of the CCU Equipment and/or enhancing the operation and use of the CCU, the CCU Equipment and/or the exclusive-use common element areas appurtenant to the CCU.

(b) Notwithstanding anything provide to the contrary in this Declaration, in the event that the owner of the CCU utilizes or operates the CCU for the purposes hereinbefore contemplated, then the Corporation may install (or cause to be installed at the Corporation's sole expense) a consumption meter measuring the hydro-electric service utilized or consumed by the owner, tenant and/or licensee of the CCU. Once installed, the Corporation shall cause the said consumption meter to be read on a monthly basis and shall thereafter submit an invoice with respect to the hydro-electric service so utilized or consumed to the owner of the CCU (or such other party or parties as the said owner may direct the Corporation) reflecting only the actual cost of the hydro-electricity consumed based on prevailing rates charged from time to time by the applicable hydro-electric authority to the Corporation directly. The Corporation shall be solely responsible for the maintenance and repair of the said consumption meter.

(c) Any compensation generated from the use of the CCU Equipment shall be for the sole account and enjoyment of the owner of the CCU and the CCU Equipment.

(d) Upon completion of all sales of units in this Condominium, at the option of the Declarant, to be exercised by notice in writing to this Condominium, the Declarant may choose to transfer title of the CCU (or any of them) for nominal consideration, to the Corporation. In such event, this Condominium agrees to accept the transfer of title of the CCU and to register the transfer forthwith upon receipt.

Section 4.5 - Use of Sign Unit(s)

(a) The owner of the Sign Unit(s) shall be entitled to erect and maintain signs (or other advertising materials), which may be illuminated, within or upon the Sign Unit(s). All such signs and materials shall be erected, affixed and/or otherwise maintained in conformity with the applicable zoning by-laws. The owner of the Sign Unit(s) shall be permitted to enter into licensing arrangements with respect to the Sign Unit(s) and any compensation received in connection therewith shall be for the sole account and enjoyment of the owner of the Sign Unit(s).

(b) The Declarant may sell, transfer, lease or otherwise convey the Sign Unit(s) to any person, firm or corporation whether or not such transferee is/are also an owner of a dwelling or any other unit at the time of such sale, transfer, lease or conveyance.

(c) The owner(s) of the Sign Unit(s) shall be permitted access to any portion of the common elements of the Condominium as is required by it in order to install, maintain, repair or replace any sign or signs in the Sign Unit(s).

(d) Notwithstanding anything provide to the contrary in this Declaration, in the event that the owner of the Sign Unit(s) utilizes or operates the Sign Unit for the purposes hereinbefore contemplated, then the Corporation may install (or cause to be installed at the Corporation's sole expense) a consumption meter measuring the hydro-electric service utilized or consumed by the owner, tenant and/or licensee of the Sign Unit. Once installed, the Corporation shall cause the said consumption meter to be read on a monthly basis and shall thereafter submit an invoice with respect to the hydro-electric service so utilized or consumed to the owner of the Sign Unit (or such other party or parties as the said owner may direct the Corporation) reflecting only the actual cost of the hydro-electricity consumed based on prevailing rates charged from time to time by the applicable hydro-electric authority to the Corporation directly. The Corporation shall be solely responsible for the maintenance and repair of the said consumption meter.

(e) Upon completion of all sales of units in this Condominium, at the option of the Declarant, to be exercised by notice in writing to this Condominium, the Declarant may choose to transfer title of the Sign Unit(s) (or any of them) for nominal consideration, to the Corporation. In such event, this Condominium agrees to accept the transfer of title of the Sign Unit(s) and to register the transfer forthwith upon receipt.

Section 4.6 - Service Units and Shared Amenity Units

(a) As contemplated in the Shared Facilities Agreement, certain units will be created as Service Units and/or Shared Amenity Units with the intention that such Service Units and/or Shared Amenity Units shall ultimately be shared by this Condominium and one or more of the Retail Structure, the Adjacent Retail Components and/or the Adjacent Condominium Corporations with the actual transfer of ownership of the Service Units and Shared Amenity Units to the applicable parties to be conveyed within the time frames within the Shared Facilities Agreement.

(b) Once ownership of the Service Units and Shared Amenity Units (or any of them) have been transferred to the Corporation, the Retail Structure, the Adjacent Retail Components and/or the Adjacent Condominium Corporations (as applicable) by the Declarant, any further sale, transfer, mortgage, charge, encumbrance or other conveyance of the whole or any portion of the Service Units and Shared Amenity Units (including any sale, transfer, mortgage, charge, encumbrance of other conveyance of the beneficial ownership or interest in the Service Units and Shared Amenity Units) shall require (in addition to any approvals which may be required pursuant to the provisions of the *Act* (in the context of this Condominium and the Adjacent Condominium Corporations), this Declaration and/or the Shared Facilities Agreement), the prior written consent of the co-tenant(s) of the Service Room Unit(s) purported to be so sold, transferred, mortgaged, charged, or encumbered, together with the prior approval of two-thirds (2/3) of the unit owners if the Condominium is purporting to so sell, transfer, mortgage, charge or encumber its interests in the Service Unit(s) and Shared Amenity Unit(s). In addition, every new owner, transferee, mortgagee, chargee or encumbrancer of the Service Unit(s) and Shared Amenity Unit(s) shall be required to execute (by way of counterpart or otherwise) an agreement in favour of the other co-tenant(s) of the Service Unit(s) covenanting to be bound by the terms and provisions of the Declaration and the Shared Facilities Agreement, as applicable, to the same extent and effect as if it had been an original party thereto.

(c) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber an owner's undivided interest as tenants in common in the Service Unit(s) and/or Shared Amenity Unit(s) without the requisite consents being given, as contemplated in this Declaration (or within the Shared Facilities Agreement) or without the new agreement or counterpart being executed and delivered (as the case may be) as required in the immediately preceding subparagraph, shall be null and void and have no force or effect whatsoever.

PART V. - LEASING OF UNITS

Section 5.1 - Notification of Lease

(a) Where the owner of a unit leases his or her unit, or renews a lease of his or her unit, the owner shall, within thirty (30) days of entering into the lease or the renewal, as the case may be:

(i) notify the Corporation that the unit is leased;

(ii) provide the Corporation with the lessee's name, the owner's address, and a copy of the lease or renewal or a summary of it in the form prescribed by the Regulations to the Act;

(iii) provide the lessee with a copy of the Declaration, by-laws and rules of the Corporation.

(b) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing.

(c) In addition, no owner shall lease his or her unit unless the owner first delivers to the Corporation a binding 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 and regulations of the condominium corporation, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act."

Section 5.2 - Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation, in compliance with the provisions of the Act, that the owner/landlord of the unit which the tenant is occupying is in default of payment of common expenses, and requiring the said tenant to pay to the Corporation an amount equal to the lesser of the defaulted payment and the amount of the rent due under the lease, in which case the tenant shall deduct from the rent otherwise payable to the said owner/landlord, an amount equal to the lesser of the defaulted payment and the amount of the rent due under the lease, and shall pay same to the Corporation. The Corporation shall be obliged to provide the notices required pursuant to the Act.

Section 5.3 - Owner's Liability

Any owner leasing his or her unit shall not be relieved thereby from any of his or her obligations with respect to the unit, which obligations shall be joint and several with his or her tenant.

PART VI. - MAINTENANCE AND REPAIRS

Section 6.1 - Maintenance and Repairs to Units

(a) Each owner shall maintain his or her unit, including any parking unit, storage/locker unit and bicycle/locker unit, and subject to the provisions of this declaration, each owner shall repair his or her unit including any parking unit, storage/locker unit and bicycle/locker unit (to the extent hereinafter specifically provided) and subject to the provisions of this declaration, all at his or her own expense. Without limiting the generality of the foregoing, each owner shall:

(i) clean and replace the air filters as directed by the board and any humidification equipment which is attached to the heating, air conditioning and ventilation equipment which serves the unit;

(ii) maintain and repair any system, appliance or fixture that serves the unit only, except as specifically provided for in the maintenance obligations of the Corporation in Section 6.2 hereof respecting the heating, air conditioning and ventilation equipment serving the unit;

(iii) maintain, repair and replace bathtub enclosures, tiles, shower pans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the unit, if any;

(iv) maintain his or her balcony and/or terrace area, where applicable, in a clean and sightly condition and the interior surface of window and window sills and, where applicable, the cleaning of the exterior of all windows accessible directly by his balcony and/or terrace area (as applicable);

(v) maintain the interior surface of doors which provide the means of ingress to and egress from a unit and the interior surfaces of windows; and

(vi) maintain his or her parking unit, storage/locker unit and bicycle/locker unit in a clean and sightly condition.

(b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Corporation, and not the unit owner, shall periodically paint, stain, or otherwise refinish the balcony and/or terrace areas (as applicable) as part of its ongoing maintenance obligations.

(c) Notwithstanding anything hereinbefore provided to the contrary, each owner shall be responsible for all damage to any other units and to the common elements which are caused by the failure of such owner to so maintain and repair his or her unit, save and except for any such damage for which the cost of repairing same may be recovered (after taking into account any deductible portion of the claim) under any policy of insurance held or maintained by the Corporation. For the sake of clarity, the deductible portion of any claim made in respect of any such damage under any policy of insurance held by the Corporation shall be recoverable from the unit owner.

(d) The Corporation shall make any repairs that an owner is obliged to make and that he or she does not make within a reasonable time, after written notice is given to such owner by the Corporation. Additionally, if an owner has an obligation under the Act to maintain the owner's unit and the unit owner fails to carry out the obligation within a reasonable time, and if the failure represents a potential risk of damage to the property or the assets of the Corporation or a potential risk of personal injury to persons on the Property, the Corporation may do the work necessary to carry out the obligation. In such event, an owner shall be deemed to have consented to having repairs and/or maintenance, as applicable, done to his or her unit or repairs done to the common elements or any other units to repair damage caused by the owner as set forth in paragraph (c) above, and the owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty (20%) percent per annum, calculated monthly not in advance, until paid by the owner. The board of directors shall have the authority to vary the rate of interest charged. 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. All such payments shall be treated in all respects as common expenses and recoverable as such.

(e) In addition to the requirements of the Act, which are imposed upon the Corporation when the residential units have been 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 the meeting to be held to determine whether or not to repair such damage.

(f) The Corporation may make a non-substantial addition, alteration or improvement to the common elements of the Condominium, a non-substantial change in the assets of the Corporation, or a non-substantial change in the service the Corporation provides for the owners in accordance with subsections 97(2) and 97(3) (i) of the *Act*. The Corporation may, by a vote of owners who own at least sixty-six and two-thirds percent (66 2/3%) of the units, make a substantial addition, alteration or improvement to the common elements of the Corporation, a substantial change in the assets of the Corporation, or a substantial change in the service the Corporation provides for the owners in accordance with subsections 97(4), (5) and (6) of the *Act*.

Section 6.2 - Maintenance and Repairs to the Common Elements

(a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain and repair after damage, the common elements. The Corporation's duty to maintain and repair shall also extend to all doors which provide access to the residential units, and to all windows (except maintenance to the interior surfaces thereof, and to the cleaning of the exterior surfaces of all windows accessible by balcony and terrace area (as applicable) which is the responsibility of the unit owner as hereinbefore provided).

(b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, each unit owner shall be responsible for the cleaning and sweeping of any balcony and/or terrace area set aside for the exclusive use of such owner. No owner may alter or repair said balcony and/or terrace area (or any portion of the exterior window glazing) nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Corporation. Upon the Corporation's request, each owner shall provide access to the balcony and/or terrace area set aside for the exclusive use of such owner, to the Corporation's authorized representatives, servants, agents or contractors for the purposes of facilitating and/or expediting any requisite maintenance and/or repair made to same.

(c) Save as otherwise specifically provided herein, the Corporation shall maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls, notwithstanding that such equipment has been installed to serve the residential unit only, such maintenance to include regularly scheduled inspections of all such equipment, the timing and frequency of such inspections to be determined by and under the direction of the board. Such periodic maintenance shall not include the cleaning and replacement of air filters or humidification equipment which shall be the responsibility of the unit owner. Each unit owner shall be liable for any damage to or for the malfunction of any such equipment caused by his or her failure to carry out the periodic cleaning and replacement of air filters (and any humidification equipment), or otherwise by the act or omission of the owner, his or her servants, agents, tenants, family or guests. No owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the board. The decision to replace any component associated with the heating, air conditioning and ventilation equipment shall be at the sole discretion of the board or its managing agent.

Section 6.3 - Indemnification

Each owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to his or her unit and/or to any part of the common element adjacent to and/or serving his or her unit, and for any repairs to other units and the common elements, which repairs were necessary because of damage caused by such owner's negligence, or the negligence of the owner's residents, tenants, invitees or licensees of his or her unit (save and except for any portion of the costs of repairs recoverable directly from the Corporation's insurer).

PART VII. – INDIVIDUAL SUBMETERING

Section 7.1 - Bulk Utility Bill

This Condominium has been designed so that the Corporation will receive bulk invoices for the hydro-electric service (**"Services"**) consumed by all of the residential units and common elements taken as a whole, from the respective hydro-electric provider, pursuant to a reading taken by such authority or provider on a bulk meter basis (hereinafter individually or collectively referred to as the **"Bulk Utility Bill"**), and the Corporation shall pay the Bulk Utility Bill on behalf of all of the respective residential unit owners in this Condominium, as and when due. However, in an effort to promote energy conservation, the Declarant has installed a separate check or consumption meter (**"Meter"**) for the electric service appurtenant to each of the residential units for the purposes of measuring and gauging the Services consumed by each residential unit owner.

In turn, the Corporation shall be obliged to retain the services of the Utility Monitor to read the Meters appurtenant to the residential units on a periodic basis, and to correspondingly issue invoices periodically to each of the dwelling unit owners for the cost of and consumption of the Services determined in accordance with the Utility Monitor's readings. The Utility Monitoring Agreement entered into between the Condominium and the Utility Monitor shall make the Utility Monitor responsible for attending to the maintenance, repair and/or replacement, as and when necessary, of the Meters in order to ensure that each of the Meters operates properly, subject however to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (all of which costs so incurred by the Corporation shall comprise part of the common expenses for the residential unit owners of this Condominium). In turn, the Utility Monitor shall be entitled to charge a monthly administration fee directly to each of the residential unit owners (incorporated as part of each residential unit owner's respective periodic invoice for the cost of Services so consumed) as compensation for the Utility Monitor's reading and invoicing services. The Utility Monitor's monthly administration fee or charge may also be subject to increase, on an annual basis, to reflect the proportionate increase (if any) in the Consumer Price Index on each anniversary of the date of registration of this Condominium. Accordingly, forthwith following the Corporation's receipt of the Bulk Utility Bill, the Corporation shall cause the Utility Monitor to read the Meters appurtenant to each of the residential units in this Corporation (either by a direct visual reading or by remote electronic/computerized means, or by any other method, provided same is reasonably reliable and accurate) and the Utility Monitor shall thereafter issue and submit its own separate invoice(s) to each of the dwelling unit owners (as agent for and on behalf of the Corporation) of this Corporation reflecting the cost of Services, being hereinafter referred to as each owners **"Proportionate Share of Residential Utility Consumption"** or **"P.S.R.U.C."**

Section 7.2 - Maintaining Meters

The residential unit owner shall be deemed to be the owner of the aforementioned Meters appurtenant to the residential unit, however, the Corporation (and/or the Utility Monitor) may have unrestricted access to the unit, from time to time, to ensure that the said Meters operate properly, and where repair or replacement of the Meters are required as determined by the Corporation, the Corporation will do so at the owner's expense in accordance with Section 92 of the *Act*.

As aforementioned, it is further declared and stipulated that the Corporation's responsibility for inspecting and reading the Meters appurtenant to each of the residential units may be delegated to (and correspondingly assumed by) the Utility Monitor, who shall ensure, to the extent reasonably possible, that such Meters comply with all measuring, regulating and other requirements of Measurements Canada (or any successor or similar authority having jurisdiction over same). In the event that any of the said Meters should fail to operate properly or accurately, then pending the completion of any requisite repairs thereto, the Corporation, the Condominium's property manager or the Utility Monitor so retained by the Condominium (as the case may be) shall nevertheless be entitled to issue invoices to each of the affected residential unit owners for the estimated cost of the utility consumed, based on the Utility Monitor's reasonable estimate of same, predicated on (or utilizing) prevailing utility industry standards.

Section 7.3 - Reading of Meters

Each residential unit owner shall be obliged to pay to the Utility Monitor or its designee (as agent for the Condominium) his or her P.S.R.U.C. on or before the on or before the tenth (10th) day following the receipt of an invoice for same from the Utility Monitor (hereinafter referred to as the **"Utility Due Date"**). In the event that any owner of a residential unit fails to pay to the Utility Monitor his or her P.S.R.U.C. on or before the Utility Due Date, then in addition to any other rights, remedies or powers 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 Residential Owner"**) on such unpaid P.S.R.U.C. amount, and on all costs and expenses incurred by the Corporation (or the Utility Monitor on behalf of the Corporation) in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation (or by Utility Monitor on behalf of the Corporation) on a substantial indemnity scale or solicitor-and-client at the prime rate of interest charged by the Toronto Dominion Bank plus 200 basis points per annum, calculated monthly, not in advance, with interest on the unpaid P.S.R.U.C. amount commencing to accrue from and after the Utility Due Date, 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 (or the Utility Monitor, on behalf of 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;

(b) add, to extent permitted by law, the outstanding amount owing by the Defaulting Residential Owner for such unpaid P.S.R.U.C amount, together with all outstanding interest accrued thereon as aforesaid, to the common expenses that are otherwise due and owing or payable by such Defaulting Residential Owner to the Corporation, and to recover same from the Defaulting Residential Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or

(c) maintain and enforce a lien against the Defaulting Residential Owner's residential unit, as security for the payment of his or her P.S.R.U.C. amount, and for all costs and expenses incurred by the Corporation (or by the Utility Monitor, on behalf of the Corporation) in collecting (or attempting to collect) same , together with all outstanding interest accruing thereon as aforesaid hereinafter referred to as the **"Residential Utility Lien"**), and it is hereby declared and stipulated that the Residential Lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgage 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 Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of the Residential Utility Lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Residential Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.

Section 7.4- Application of Lien Proceeds

Any monies received by the Corporation arising from the sale of the Defaulting Residential Owner's residential unit pursuant to the Corporation's enforcement of the Residential Utility Lien shall be applied by the Corporation in the following order of priority, namely:

(a) firstly, to pay and fully satisfy all outstanding charges or similar encumbrances, if any, registered against the Defaulting Residential Owner's residential unit which, at law, have priority over the Residential Utility Lien;

(b) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Residential Utility Lien, and the ultimate sale of the Defaulting Residential Owner's residential unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees , expenses and disbursements, together with all monies paid to prior encumbrances in respect of such residential unit;

(c) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Residential Owner's P.S.R.U.C. amount, or such portion thereof as remains unpaid, together all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses (or the Utility Monitor's expenses, as the case may be) incurred in collecting (or attempting to collect) same, all at the prime rate of interest charged by the Toronto Dominion Bank plus 200 basis points per annum, , calculated monthly, not in advance.

(d) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrances (registered against such Defaulting Residential Owner's residential unit after the registration of the Corporation's Residential Utility Lien), in accordance with their respective priorities pursuant to the provisions of the *Land Titles Act* R .S. 0. 1990, as amended, and any applicable provisions of the Act; and

(e) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Residential Owner, or to his or her heirs, estate trustees, successors or assigns.

Section 7.5- Utility Status Certificate and Discharge of Lien

The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the Residential Utility Lien against a particular residential unit, pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of any such residential unit, the then current registered owner thereof, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same not exceeding the fee prescribed by Regulation under the *Act*, inclusive of GST (but at no charge, fee or expense whatsoever to the Declarant requesting same). Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Residential Owners residential unit shall, upon payment to the Corporation of the full amount secured by the Residential Utility Lien so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment thereof, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment [which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice], and with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place in the following manner:

The exchange of such discharge or assignment for the monies owing to the Corporation shall be undertaken pursuant to (and in accordance with) the provisions of a document registration agreement [in the form adopted by the Joint LSUC-CBAO Committee On Electronic Registration Of Title Documents on April 15th, 2002 (and posted onto the Law Society's website on July 5th, 2002), or any successor version thereof, and upon the Corporation's receipt of the full amount secured by the Residential Utility Lien, the Corporation shall electronically execute and release for registration the discharge or assignment of the Residential Utility Lien to the other party.

Section 7.6- The Utility Monitor

The Corporation or the Utility Monitor shall require a deposit from each residential unit owner, payable in advance of the Utility Monitor undertaking any of its contracted services, not exceeding the estimated cost of electricity, consumption and prorated gas consumption, respectively, attributable to such owner's unit for a three (3) month period, based on the Utility Monitor's reasonable estimate of same, utilizing prevailing electric utility industry standards.

The Corporation will retain the services of the Utility Monitor to read the Meters and to correspondingly issue invoices to each of the respective residential unit owners of the cost of the Services, then in order to facilitate the payment of such invoices, each of the residential unit owners shall (forthwith following a written request made by the Corporation or the Utility Monitor to do so) make the requisite payments of the periodic invoices issued by the Utility Monitor from time to time, by way of a pre-authorized payment plan and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan.

PART VIII. - INSURANCE

Section 8.1 - Insurance Maintained by the Corporation

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

(a) **"All Risk" Insurance:** Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

(i) the property and building, but excluding improvements made or acquired by an owner; and

(ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the owners;

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

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

(i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the owners, and the owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;

(ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;

(iii) waivers of the insurer's obligations to repair, rebuild or replace the damaged property in the event that after damage the government of the property is terminated pursuant to the Act;

(iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and

(v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) **Public Liability Insurance:** Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the Board, but not less than Two Million ($2,000,000.00) Dollars per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit.

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

Section 8.2 – General Provisions

(a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any owner, in writing, to adjust any loss to his or her unit.

(b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 8.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.

(c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any owner or mortgagee on reasonable notice to the Corporation.

(d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration under the Act.

(e) Where insurance proceeds are received by the Corporation or any person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Section 8.5 hereof.

(f) Prior to obtaining any new policy or policies of insurance and at such other time as they Board may deemed advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement costs of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expenses.

Section 8.3 By the Owner

(a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance must be obtained and maintained by each owner at such owner's own expenses:

(i) Insurance on any improvements to a unit to the extent same are not covered as part of the standard unit for the class of unit to which the owner's unit belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within the unit and the personal property and chattels stored elsewhere on the property, including automobiles, and for loss or use and occupancy of the unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;

(ii) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee of such owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;

(iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.

(b) Owners are recommended to obtain, although it is not mandatory, insurance covering:

(i) additional living expenses incurred by an owner if forced to leave his or her residential unit by one of the hazards protected against under the Corporation's policy;

(ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

Section 8.4 - Indemnity Insurance for Directors and Officers of the Corporation

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

Section 8.5 - Insurance Trustee and Proceeds of Insurance

(a) The Corporation may enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

(i) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;

(ii) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;

(iii) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and

(iv) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

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

In the event the damage to the property includes some portion of the shared facilities described in the Shared Facilities Agreement, then the selection of the Insurance Trustee shall be made, jointly, by the relevant parties to such agreements in accordance with the provisions for same contained in the Shared Facilities Agreement, if applicable. Furthermore, and with respect to the obligations of the Insurance Trustee and the manner in which the proceeds of insurance are to be allocated in circumstances where the damage to the property includes some portion of the shared facilities described in the Shared Facilities Agreement, to the extent that the Shared Facilities Agreement, as the case may be, applies to any such damage to the property, the provision therein pertaining to insurance and the responsibility of the Insurance Trustee shall govern to the extent that there is any conflict with the provisions contained herein.

(b) In the event that:

(i) the Corporation is obligated to repair or replace the common elements, any unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;

(ii) there is no obligations by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the Corporation.

Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such unit, in accordance with the priorities thereof;

(iii) the Board, in accordance with the provisions of the Act, determines that:

(a) there has not been substantial damage to twenty-five (25%) percent of the building; or

(b) there has been substantially damage to twenty-five (25%) percent of the building and within sixty (60) days thereafter the owners who own eighty (80%) percent of the units do not vote for termination,

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

PART IX. — DUTIES OF THE CORPORATION

Section 9.1 - Duties of the Corporation

In addition to any other duties set out elsewhere in this declaration, and specified in the by-laws (including and subject to the Shared Facilities Agreement) of the Corporation, the Corporation shall have the following duties, namely:

(a) To pay its allocated share of the shared costs as required in accordance with the terms and provisions of the Shared Facilities Agreement.

(b) To enter into (or as sume, as the case may be), abide by, and c omply with, the terms and provisions of any restrictive covenants and outstanding agreements (and any successor or supplementary agreement(s) with respect thereto) which are (or may be) registered against the common elements of this Condominium or which may otherwise bind the Corporation including the Development Agreements, the Construction License Agreement, the Shared Facilities Agreement, the Utility Monitoring Agreement and the Daycare Lease and to ensure free and unobstructed access by the Declarant to this Condominium for the purpose, inter alia, of compliance with any of the aforesaid restrictive covenants and outstanding agreements and with any by-laws, ordinances and regulations of any Governmental Authority.

(c) To cause heat, hydro and all other requisite utility services to be provided to the property including, as applicable, to the parking garage, the CCU and the Sign Units so that these areas are fully functional and operable.

(d) To ensure that no actions or steps are taken, nor suffer any actions or steps to be taken, by the Corporation, its employees, agents, the unit owners, or their tenants which would prohibit, limit, or restrict the Declarant's access and egress in, over, along and/or through the Condominium, or its rights to erect and maintain marketing/ sales/leasing offices, signage, model suites and/or construction offices within or upon the units and/or common elements of this Condominium, and to permit the Declarant to construct the Adjacent Condominium Corporations, the Retail Structure and the Adjacent Retail Components.

(e) To ensure that no actions or steps are taken by the Corporation (its employees and agents) or by any unit owner, or their tenants, which would prohibit, limit or restrict the access and egress over, and use of, the shared facilities (set forth in the Shared Facilities Agreement) by respectively, the Declarant of this Condominium (and the Declarant's invitees, inclusive of the guests of any hotel component within any portion of the Adjacent Condominium Corporations) and the Adjacent Condominium Corporations, and by the owners, residents, tenants and invitees of the Adjacent Condominium Corporations and as set forth in the Shared Facilities Agreement to ensure that no actions or steps are taken by the Corporation, or by any unit owner, which would prohibit, limit or restrict the access and egress over the common elements of this Condominium and use of the Communication Control Units and Sign Unit(s) by the owner and/or operator, tenant or licensee thereof.

(f) To take all reasonable steps to collect, in a diligent manner from each residential unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to Section 85(l) of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses.

(g) To enter into (or assume, as the case may be), accept, perform and be bound by the covenants, agreements and obligations which it may or is required to assume and to take any all steps which may be requested of it and/or required to fully implement in a timely manner the purpose, intent and provisions of the Development Agreements, the Construction Licence Agreement, the Shared Facilities Agreement and the Daycare Lease.

(h) To accept the transfer/deed from the Declarant of this Corporation's shared co-ownership interest in the Service Units and/or Shared Amenity Units and to otherwise convey and/or accept any interest in any unit contemplated or required by the Shared Facilities Agreement with all or any of the Adjacent Condominium Corporations, the Retail Structure and/or the Adjacent Retail Components. Similarly, to convey by way of transfer/deed from this Condominium to the Adjacent Condominium Corporations, the Retail Structure and/or the Retail Future Components (as applicable) any of those parties' shared interest in the Service Units and/or Shared Amenity Units within this Condominium.

(i) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning the *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation in accordance with the provis ions of section 44 of the A ct and section 12 of O.Reg. 48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the sixth month and the tenth month following the registration of this Declaration, then the Corporation shall have a duty to:

   (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) and consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declaration with a least fifteen (15) days written notice prior to the commencement of the Performance Audit; and

   (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bring all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the eleventh month following the registration of this Declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and the Tarion Warranty Program pursuant to section 44(9) of the Act.

(j) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (of that of any other company associated, affiliated or related to the Declarant) which has been permanently installed or affixed by the Declarant within or upon the common elements of the Corporation, and to ensure that no actions or steps are taken by the Corporation (or by any unit owner) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforesaid logo or hallmark.

(k) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Corporation and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Corporation and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.

(l) To execute, forthwith upon request of the Declarant, and at no cost to the Declarant, a release and abandonment of any easement enjoyed by this Corporation and created pursuant to this Declaration or pursuant to the Shared Facilities Agreement through any area which is ultimately part of any of the Adjacent Condominium Corporations, the Retail Structure and/or the Adjacent Retail Components such that this Corporation will continue to enjoy its easement rights with respect to those portions of the Adjacent Condominium Corporations, the Retail Structure and/or the Adjacent Retail Components that are reasonably necessary for the continued use and enjoyment of such easements and this Corporation shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements.

(m) To execute, forthwith upon request of the Declarant, and following the transfer of title to any shared units referenced within the Shared Facilities Agreement such documents, releases and assurances as the Declarant may require in order to evidence and confirm the form of cessation of all of the Declarant's liabilities and obligations with respect to the shared facilities (as same relate to the Corporation) and for which the Declarant may have been responsible prior to the registration of the Corporation pertaining to the Shared Facilities Agreement.

(n) To execute, forthwith upon request of the Declarant, following registration of this Corporation, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the form of cessation of all the Declarant's liabilities and obligations with respect to the Development Agreements, any daycare agreement and the Daycare Lease together with the assumption by this Corporation of all of the obligations and liabilities under such lease agreements and the Development Agreements.

(o) To enter into, abide by and comply with the terms and provisions of the Construction License Agreement between this Condominium and the Declarant to facilitate the construction of the Building D, the Retail Structure and the Adjacent Retail Components.

(p) To ensure that no actions or steps are taken, nor suffer any actions or steps to be taken, by the Corporation (its agents and employees) the unit owners, or their tenants, which would, in any manner, be inconsistent with the rights of the tenant and its invitees pursuant to the Daycare Lease and any daycare agreement.

(q) To maintain and repair the submetering or check metering system servicing this Condominium and the Retail Structure and to provide unrestricted access to the Declarant (or owner, from time to time, of the Retail Structure and/or the Adjacent Retail Components) in the event that there is not separate check metering servicing both this Condominium and the Retail Structure (and/or the Adjacent Retail Components).

(r) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers (inclusive of the Utility Monitor) telecommunications or cable television operators over, under, upon, across and through the common elements of this Condominium for the purposes of facilitating the construction, installation, operation, maintenance and/or repair.

(s) To grant, immediately after registration of this declaration, if required, an easement in perpetuity in favour of utility suppliers (inclusive of the Utility Monitor), telecommunications or cable television operators, over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility, telecommunications or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities, telecommunications, telephone, internet and cable television service to each of the units in the Corporation and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility, telecommunications, telephone, internet and/or cable television suppliers pertaining to the provision of their services to the Corporation and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.

(t) To enter into and abide by the provisions of a servicing agreement with the Utility Monitor pursuant to which the Utility Monitor shall be retained by the Corporation to read the Meters on a periodic basis and to correspondingly issue invoices to each of the residential unit owners for the cost of the Services so consumed and to charge back the cost of such Services to each of the residential unit owners. In addition, it shall be a duty of the Corporation to take all reasonable steps to ensure that the Meters are in good working order and read by the Utility Monitor and invoices delivered by the Utility Monitor to the residential unit owners on a period basis as and when required in accordance with the provisions of the Declaration together with an obligation to collect from each residential unit owner his or her unpaid P.S.R.U.C. amount and to maintain and enforce the Corporation's Residential Utility Lien all as more particularly set forth in Section 7 of this Declaration and to pay for (or forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection its obligations under the servicing agreement.

(u) To ensure that no actions or steps are taken, nor suffer any actions or steps to be taken, by the Corporation, its employees, agents, the unit owners or residents which would prohibit, limit or restrict the Declarant's, its agents, invitees, guests, residents and employees of any hotel and/or furnished suites which may be constructed within or adjacent to Building D (hereinafter referred to as the **"Hotel Component"**) for access to and egress from all portions of the common elements of this Condominium and the Amenities. The Corporation covenants on its own behalf and on behalf of all unit owners and residents that neither the Declarant, its agents, invitees nor the guests, residents, employees and occupants of the Hotel Component shall be charged, in any manner whatsoever, for the use of the Amenities. The Corporation further covenants on its own behalf and on behalf of all unit owners, to grant any further form al easements which the Declarant, in its sole discretion, may require to implement any of the foregoing access and egress rights in favour of the Declarant and the Hotel Component without delay and without further cost.

(v) To ensure that no owners and/or occupants of the residential units situate on levels 2 to 33 of the Condominium access and/or utilize the lobby, mailroom and concierge serving and benefiting only the residential units situate on levels 34 to 54 of the Condominium.

PART X. - GENERAL MATTERS AND ADMINISTRATION

Section 10.1 - Rights of Entry

(a) The Corporation, or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and without limitation, 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, or carrying out any duty imposed upon the Corporation, or carrying out any maintenance and repairs to any part of the common elements.

(b) In the case of an emergency, any agent, employee or authorized representative of the Corporation may enter a unit at any time without notice, for the purpose of repairing the unit, the common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or any one authorized by it may determine whether an emergency exists.

(c) If any owner, resident or tenant of a unit shall not be personally present to grant entry to such unit, or any part of the common elements over which any owner has the exclusive use, the Corporation, or its agents, may enter upon such unit, or exclusive use area, without rendering it, or them, liable to any claim or cause of action for damages and/or trespass by reason thereof, provided that they exercise reasonable care.

(d) The Corporation may require that it be furnished with a key to each lock to and within each unit and its exclusive use common elements. No owner shall change any lock or place any additional locks on the doors to and within any unit and the exclusive use common elements without immediately providing to the Corporation a key for each new or changed lock.

(e) 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, maintenance, repair or supervision of any unit, or any part of the common elements over which the owner has the exclusive use, except as specifically provided in the Act, this declaration or the by-laws of the Corporation.

Section 10.2 - Units and Common Elements Subject to the Declaration, By-Laws and Rules

(a) All owners, tenants and other occupants of units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this declaration, the by-laws and the rules, including, in the case of a tenant who has received a notice under Section 87 of the Act, those duties relating to common expenses;

(b) The acceptance of a transfer, or the entering into occupancy of any unit, shall constitute an agreement that the respective provisions of the Act, this declaration, the by-laws and the rules, as the same may be amended from time to time, are accepted and ratified by each owner, tenant or occupant, and all such provisions shall be deemed to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit, as though such provisions were recited and stipulated in full in each and every deed or transfer or lease or occupancy agreement, provided that in the case of a tenant, the obligations with respect to common expenses shall come into effect only if a notice under Section 87(1) of the Act has been given.

Section 10.3 - Waiver

The failure to take action to enforce any provision contained in the Act, the declaration, 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 of the Corporation to do so thereafter, nor shall same be deemed to abrogate or waive any such provision.

Section 10.4 - Notice

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

(i) To an owner, by giving same to the owner, or to any director or officer of the owner, either personally or by ordinary mail, postage prepaid, addressed to the owner at the address for service given by such owner to the Corporation for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective unit.

(ii) To a mortgagee who has notified the Corporation of his or her interest in any unit, by giving same to such mortgagee or to any director or officer of such mortgagee either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.

(iii) To the Corporation, by giving same to any director or office of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

(b) If any notice is mailed as aforesaid, 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 10.5 - Resolution of Conflict of Provisions

In the event of a conflict between the provisions of the Act, the declaration, the by-laws and the rules, the provisions of the Act shall govern; and subject to the Act, the declaration shall govern; and subject to the Act and declaration, the by-laws shall govern; and subject to the Act, declaration and the by-laws, the rules shall govern.

Section 10.6 - Construction of the Declaration

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

Section 10.7 - Headings

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

Any references in this declaration, any by-laws or rules hereinafter enacted by this Corporation, to a section or sections of the Act shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

DATED at Toronto, Ontario, this ______ day of ______________________, 200__.

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

PINNACLE INTERNATIONAL (BAY ST.) LTD.

Per: ______________________________
Authorized Signing Officer
(I have authority to bind the Corporation)

SCHEDULE 'A'

BUILDING 'C'

In the City of Toronto and Province of Ontario, being composed of Part of Block 5, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan 655E, designated as PARTS ______ on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office as Plan 66R-_______.

TOGETHER WITH and SUBJECT TO rights-of-way or rights in the nature of easements for vehicular and pedestrian ingress and egress, the use of visitor parking spaces, maintenance and repair of utilities, services and buildings, rights of support and temporary construction, which said rights-of-way or rights in the nature of easements are to be more particularly described by parts on reference plans.

September 22, 2004
Ref: 207: 1957-7CA

SCHEDULE "B"

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

1. I (We) ____________________ have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Number__________ in the Land Registry Office for the Land Titles Division of ____________________.

2. I (We) consent to the registration of this declaration against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. I (We) postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.

4. I am (We are) entitled by law to grant this consent.

Dated this________ day of ____________________, 200 ___.

SCHEDULE "C"

BUILDING "C"

SCHEDULE "C"

Each Residential Unit, Bicycle/Storage Unit, Parking Unit, Storage/Locker Unit, Shared Amenity Unit, Service Room Unit, Sign Unit and Communication Control Unit shall comprise the area within the heavy lines shown on Part 1, Sheet 1 to ____ both inclusive 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 ____ both inclusive of the Description and all dimensions shall have reference to them.

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1, 2 and 3 on Level 2, Units 1 to 8 inclusive on Level 3, Units 1 to 11 inclusive on Levels 4 to 40 inclusive, Units 1 to 6 inclusive on Levels 41 to 48 inclusive, Units 1 to 5 inclusive on Levels 49 to 53 indusive and Unit 1 on Level 54).

a) Each Residential Unit is bounded vertically by:

i) the upper surface and plane of the concrete floor slab and its production.

ii) the lower surface and plane of the concrete floor slab and its production.

b) Each Residential Unit is bounded horizontally by:

i) the backside surface and plane of the drywall sheathing and its production on walls separating one Unit from another Unit or from the Common Element.

ii) the unit side surfaces of the exterior doors, door frames, windows and window frames, saiddoors and windows being in a closed position and the Unit side surfaces of all glass panels contained therein.

iii) In the vicinity of ducts, pipe spaces and concrete columns, the Unit boundaries are the backside surfaces and planes of the drywall sheathing enclosing said ducts, pip spaces and concrete columns.

2. **BOUNDARIES OF THE PARKING UNITS**

(being 501 Units on Levels A, B, C, D and E).

a) Each Parking Unit Is bounded vertically by:

i) the upper surface and plane of the concrete floor slab and production.

ii) the plane measured 2.10 metres perpendicularly above and parallel to the concrete floor slab.

b) Each Parking Unit is bounded horizontally by one or a combination of the following:

i) the unit side surface and plane of the concrete/concrete block wall and/or the production thereof.

ii) the vertical plane established by the line and face of the concrete columns and the producion thereof.

iii) the vertical plane established by measurement.

iv) the vertical plane established by measurement and perpendicular to the concrete wall.

v) the vertical plane established perpendicular to the concrete wall and passing through the centre-line of the concrete columns and/or the production thereof.

3. **BOUNDARIES OF THE BICYCLE/LOCKER UNITS**

(being 160 Units on Levels A and 2)

a) Each Bicycle/Locker Unit is bounded vertically by:

i) the upper surface and plane of the concrete garage floor slab and production.

ii) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab, or the lower surface and plane of the wire mesh and frame.

b) Each Bicycle/Locker Unit is bounded horizontaly by one or a combination of the following:

i) the Unit side surface and plane of the concrete or concrete block walls and production.

ii) the Unit side surface of the steel wire mesh and frame.

iii) The Unit side surface of the exterior door and frame, said door being in a closed position.

iv) The backside surface and plane of the drywall sheathing.

4. **BOUNDARIES OF THE STORAGE/LOCKER UNITS**

(being 250 Units on Levels B, C, D and E).

a) Each Storage/Locker Unit is bounded vertically by one or a combination of the following:

i) the upper surface and plane of the concrete floor slab and its production.

ii) the plane 2.10 distant above and parallel to the upper surface and plane of the concrete floor slab, or the lower surface of the wire mesh.

b) Each Storage/Locker Unit is bounded horizontally by one or a combination of the following:

i) the Unit side surface and plane of the concrete or concrete block walls and production.

ii) the Unit side surface of the steel wire mesh and frame.

iii) The Unit side surface of the exterior door and frame, said door being in a closed position.

iv) The backside surface and plane of the drywall sheathing.

5. **BOUNDARIES OF THE SHARED AMENITY UNITS**

(being the Lobby Unit on Level 1 and the Amenity Unit on Level 2).

a) Each Shared Amenity Unit is bounded vertically by one or a combination of the following:

i) the upper surfaces and planes of the concrete floor slabs and production.

ii) the lower surfaces and planes of the concrete ceiling slabs and production.

iii) The upper surfaces and planes of the roof assembly including, but not limited to, the upper surfaces and plane of the concrete ceiling slab and its production over the outdoor amenity area.

b) The Shared Amenity Unit is bounded horizontally by:

i) the exterior surfaces and planes of the exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position and the exterior surfaces of all glass panels contained therein.

ii) the backside surface and plane of the drywall sheathing and production on walls separating the Unit from another Unit or from the Common Element.

iii) the unit side surface and plane of the concrete or concrete/block wall and production.

iv) the unit side surface and plane of the walls enclosing the outdoor amenity area.

6. **BOUNDARIES OF THE SERVICE ROOM UNITS**

(being the Loading Bay, Garbage and Recycle, Electrical and Mechanical Units on Levels 1, A and B).

a) Each Service Room Unit is bounded vertically by:

i) the upper surface and plane of the concrete floor slab and production.

ii) the lower surface and plane of the concrete ceiling slab and production.

b) Each Service Room Unit is bounded horizontally by:

i) the exterior surfaces and planes of the exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the exterior surfaces of the glass panels contained therein.

ii) the backside surface and plane of the drywall sheathing and production on walls separating the Unit from another Unit or from the Common Element.

iii) The unit side surface and plane of the concrete or concrete/block wall and production.

7. **BOUNDARIES OF THE SIGN UNITS**

(being 4 Units on Levels 1 and/or 55).

a) Each Sign Unit is bounded vertically by:

i) horizontal planes established by measurement.

b) Each Sign Unit is bounded horizontally by:

i) the unit side surface and plane of the concrete or concrete block wall.

ii) the vertical plane established by measurement.

8. **BOUNDARIES OF THE COMMUNICATION CONTROL UNITS**

(being 1 Unit on Level 55 and 1 Unit on Level A).

a) Each Communication Control Unit is bounded vertically by:

i) the upper surface and plane of the concrete floor slab and production.

ii) the lower surface and plane of the concrete ceiling slab and production.

iii) there is no upper limit for the Unit on Level 55.

b) Each Communication Control Unit is bounded horizontally by one or a combination of the following:

i) the exterior surface and plane of the exterior door and door frame, said door being in a closed position.

ii) the unit side surface and plane of the concrete or concrete block wall and production.

iii) the vertical plane established by measurement.

iv) the unit side surface and plane of the concrete parapet wall and production.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to ____ inclusive of the Description.

____
Dated

____
R. Avis,
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.

January 28, 2009
Ref: 1957-8.SCC

Tower & Palatial Residences
Schedule "D1" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest In Common Interest
201	2	1	1	Residential	0.121847 %
202	2	2	1	Residential	0.114043 %
203	2	3	1	Residential	0.135056 %
301	3	1	1	Residential	0.117668 %
302	3	2	1	Residential	0.190311 %
303	3	3	1	Residential	0.156091 %
304	3	4	1	Residential	0.156091 %
305	3	5	1	Residential	0.161494 %
306	3	6	1	Residential	0.121871 %
307	3	7	1	Residential	0.114066 %
308	3	8	1	Residential	0.135079 %
401	4	1	1	Residential	0.117668 %
402	4	2	1	Residential	0.190311 %
403	4	3	1	Residential	0.166697 %
404	4	4	1	Residential	0.225131 %
405	4	5	1	Residential	0.161494 %
406	4	6	1	Residential	0.121871 %
407	4	7	1	Residential	0.114066 %
408	4	8	1	Residential	0.134678 %
409	4	9	1	Residential	0.153489 %
410	4	10	1	Residential	0.172901 %
411	4	11	1	Residential	0.249345 %
501	5	1	1	Residential	0.104661 %
502	5	2	1	Residential	0.139681 %
503	5	3	1	Residential	0.104461 %
504	5	4	1	Residential	0.107062 %
505	5	5	1	Residential	0.159893 %
506	5	6	1	Residential	0.118069 %
507	5	7	1	Residential	0.117668 %
508	5	8	1	Residential	0.18971 %
509	5	9	1	Residential	0.169098 %
510	5	10	1	Residential	0.225131 %
511	5	11	1	Residential	0.163095 %
601	6	1	1	Residential	0.156491 %
602	6	2	1	Residential	0.139681 %
603	6	3	1	Residential	0.104461 %
604	6	4	1	Residential	0.107062 %
605	6	5	1	Residential	0.159893 %
606	6	6	1	Residential	0.118069 %
607	6	7	1	Residential	0.117668 %
608	6	8	1	Residential	0.18971 %
609	6	9	1	Residential	0.169098 %
610	6	10	1	Residential	0.225131 %
611	6	11	1	Residential	0.158892 %
701	7	1	1	Residential	0.156491 %
702	7	2	1	Residential	0.139681 %
703	7	3	1	Residential	0.104461 %
704	7	4	1	Residential	0.107062 %
705	7	5	1	Residential	0.159893 %
706	7	6	1	Residential	0.118069 %
707	7	7	1	Residential	0.117668 %
708	7	8	1	Residential	0.18971 %
709	7	9	1	Residential	0.169098 %
710	7	10	1	Residential	0.225131 %
711	7	11	1	Residential	0.158892 %
801	8	1	1	Residential	0.156491 %
802	8	2	1	Residential	0.139681 %
803	8	3	1	Residential	0.104461 %
804	8	4	1	Residential	0.107062 %
805	8	5	1	Residential	0.159893 %
806	8	6	1	Residential	0.118069 %
807	8	7	1	Residential	0.117668 %
808	8	8	1	Residential	0.18971 %
809	8	9	1	Residential	0.169098 %
810	8	10	1	Residential	0.225131 %
811	8	11	1	Residential	0.158892 %
901	9	1	1	Residential	0.156491 %
902	9	2	1	Residential	0.139681 %
903	9	3	1	Residential	0.104461 %
904	9	4	1	Residential	0.107062 %
905	9	5	1	Residential	0.159893 %
906	9	6	1	Residential	0.118069 %
907	9	7	1	Residential	0.117668 %
908	9	8	1	Residential	0.18971 %
909	9	9	1	Residential	0.169098 %
910	9	10	1	Residential	0.225131 %
911	9	11	1	Residential	0.158892 %
1001	10	1	1	Residential	0.159493 %
1002	10	2	1	Residential	0.180505 %
1003	10	3	1	Residential	0.113066 %
1004	10	4	1	Residential	0.107062 %
1005	10	5	1	Residential	0.159893 %

Tower & Palatial Residences
Schedule "D1" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest In Common Interest
1006	10	6	1	Residential	0.118069 %
1007	10	7	1	Residential	0.117668 %
1008	10	8	1	Residential	0.18971 %
1009	10	9	1	Residential	0.169098 %
1010	10	10	1	Residential	0.225131 %
1011	10	11	1	Residential	0.158892 %
1101	11	1	1	Residential	0.159493 %
1102	11	2	1	Residential	0.180505 %
1103	11	3	1	Residential	0.113066 %
1104	11	4	1	Residential	0.107062 %
1105	11	5	1	Residential	0.159893 %
1106	11	6	1	Residential	0.118069 %
1107	11	7	1	Residential	0.117668 %
1108	11	8	1	Residential	0.18971 %
1109	11	9	1	Residential	0.169098 %
1110	11	10	1	Residential	0.225131 %
1111	11	11	1	Residential	0.158892 %
1201	12	1	1	Residential	0.159493 %
1202	12	2	1	Residential	0.180505 %
1203	12	3	1	Residential	0.113066 %
1204	12	4	1	Residential	0.107062 %
1205	12	5	1	Residential	0.159893 %
1206	12	6	1	Residential	0.118069 %
1207	12	7	1	Residential	0.117668 %
1208	12	8	1	Residential	0.18971 %
1209	12	9	1	Residential	0.169098 %
1210	12	10	1	Residential	0.225131 %
1211	12	11	1	Residential	0.158892 %
1301	13	1	1	Residential	0.159493 %
1302	13	2	1	Residential	0.180505 %
1303	13	3	1	Residential	0.113066 %
1304	13	4	1	Residential	0.107062 %
1305	13	5	1	Residential	0.159893 %
1306	13	6	1	Residential	0.118069 %
1307	13	7	1	Residential	0.117668 %
1308	13	8	1	Residential	0.18971 %
1309	13	9	1	Residential	0.169098 %
1310	13	10	1	Residential	0.225131 %
1311	13	11	1	Residential	0.158892 %
1401	14	1	1	Residential	0.159493 %
1402	14	2	1	Residential	0.180505 %
1403	14	3	1	Residential	0.113066 %
1404	14	4	1	Residential	0.107062 %
1405	14	5	1	Residential	0.159893 %
1406	14	6	1	Residential	0.118069 %
1407	14	7	1	Residential	0.117668 %
1408	14	8	1	Residential	0.18971 %
1409	14	9	1	Residential	0.169098 %
1410	14	10	1	Residential	0.225131 %
1411	14	11	1	Residential	0.158892 %
1501	15	1	1	Residential	0.159493 %
1502	15	2	1	Residential	0.180505 %
1503	15	3	1	Residential	0.113066 %
1504	15	4	1	Residential	0.107062 %
1505	15	5	1	Residential	0.159893 %
1506	15	6	1	Residential	0.118069 %
1507	15	7	1	Residential	0.117668 %
1508	15	8	1	Residential	0.18971 %
1509	15	9	1	Residential	0.169098 %
1510	15	10	1	Residential	0.225131 %
1511	15	11	1	Residential	0.158892 %
1601	16	1	1	Residential	0.159493 %
1602	16	2	1	Residential	0.180505 %
1603	16	3	1	Residential	0.113066 %
1604	16	4	1	Residential	0.107062 %
1605	16	5	1	Residential	0.159893 %
1606	16	6	1	Residential	0.118069 %
1607	16	7	1	Residential	0.117668 %
1608	16	8	1	Residential	0.18971 %
1609	16	9	1	Residential	0.169098 %
1610	16	10	1	Residential	0.225131 %
1611	16	11	1	Residential	0.158892 %
1701	17	1	1	Residential	0.159493 %
1702	17	2	1	Residential	0.180505 %
1703	17	3	1	Residential	0.113066 %
1704	17	4	1	Residential	0.107062 %
1705	17	5	1	Residential	0.159893 %
1706	17	6	1	Residential	0.118069 %
1707	17	7	1	Residential	0.117668 %
1708	17	8	1	Residential	0.18971 %
1709	17	9	1	Residential	0.169098 %
1710	17	10	1	Residential	0.225131 %
1711	17	11	1	Residential	0.158892 %

Tower & Palatial Residences
Schedule "D1" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest In Common Interest
1801	18	1	1	Residential	0.159493 %
1802	18	2	1	Residential	0.180505 %
1803	18	3	1	Residential	0.113066 %
1804	18	4	1	Residential	0.107062 %
1805	18	5	1	Residential	0.159893 %
1806	18	6	1	Residential	0.118069 %
1807	18	7	1	Residential	0.117668 %
1808	18	8	1	Residential	0.18971 %
1809	18	9	1	Residential	0.169098 %
1810	18	10	1	Residential	0.225131 %
1811	18	11	1	Residential	0.158892 %
1901	19	1	1	Residential	0.159493 %
1902	19	2	1	Residential	0.180505 %
1903	19	3	1	Residential	0.113066 %
1904	19	4	1	Residential	0.107062 %
1905	19	5	1	Residential	0.159893 %
1906	19	6	1	Residential	0.118069 %
1907	19	7	1	Residential	0.117668 %
1908	19	8	1	Residential	0.18971 %
1909	19	9	1	Residential	0.169098 %
1910	19	10	1	Residential	0.225131 %
1911	19	11	1	Residential	0.158892 %
2001	20	1	1	Residential	0.159493 %
2002	20	2	1	Residential	0.180505 %
2003	20	3	1	Residential	0.113066 %
2004	20	4	1	Residential	0.107062 %
2005	20	5	1	Residential	0.159893 %
2006	20	6	1	Residential	0.118069 %
2007	20	7	1	Residential	0.117668 %
2008	20	8	1	Residential	0.18971 %
2009	20	9	1	Residential	0.169098 %
2010	20	10	1	Residential	0.225131 %
2011	20	11	1	Residential	0.158892 %
2101	21	1	1	Residential	0.159493 %
2102	21	2	1	Residential	0.180505 %
2103	21	3	1	Residential	0.113066 %
2104	21	4	1	Residential	0.107062 %
2105	21	5	1	Residential	0.159893 %
2106	21	6	1	Residential	0.118069 %
2107	21	7	1	Residential	0.117668 %
2108	21	8	1	Residential	0.18971 %
2109	21	9	1	Residential	0.169098 %
2110	21	10	1	Residential	0.225131 %
2111	21	11	1	Residential	0.158892 %
2201	22	1	1	Residential	0.159493 %
2202	22	2	1	Residential	0.180505 %
2203	22	3	1	Residential	0.113066 %
2204	22	4	1	Residential	0.107062 %
2205	22	5	1	Residential	0.159893 %
2206	22	6	1	Residential	0.118069 %
2207	22	7	1	Residential	0.117668 %
2208	22	8	1	Residential	0.18971 %
2209	22	9	1	Residential	0.169098 %
2210	22	10	1	Residential	0.225131 %
2211	22	11	1	Residential	0.158892 %
2301	23	1	1	Residential	0.159493 %
2302	23	2	1	Residential	0.180505 %
2303	23	3	1	Residential	0.113066 %
2304	23	4	1	Residential	0.107062 %
2305	23	5	1	Residential	0.159893 %
2306	23	6	1	Residential	0.118069 %
2307	23	7	1	Residential	0.117668 %
2308	23	8	1	Residential	0.18971 %
2309	23	9	1	Residential	0.169098 %
2310	23	10	1	Residential	0.225131 %
2311	23	11	1	Residential	0.158892 %
2401	24	1	1	Residential	0.159493 %
2402	24	2	1	Residential	0.180505 %
2403	24	3	1	Residential	0.113066 %
2404	24	4	1	Residential	0.107062 %
2405	24	5	1	Residential	0.159893 %
2406	24	6	1	Residential	0.118069 %
2407	24	7	1	Residential	0.117668 %
2408	24	8	1	Residential	0.18971 %
2409	24	9	1	Residential	0.169098 %
2410	24	10	1	Residential	0.225131 %
2411	24	11	1	Residential	0.158892 %
2501	25	1	1	Residential	0.159493 %
2502	25	2	1	Residential	0.180505 %
2503	25	3	1	Residential	0.113066 %
2504	25	4	1	Residential	0.107062 %
2505	25	5	1	Residential	0.159893 %

Tower & Palatial Residences
Schedule "D1" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest In Common Interest
2506	25	6	1	Residential	0.118069 %
2507	25	7	1	Residential	0.117668 %
2508	25	8	1	Residential	0.18971 %
2509	25	9	1	Residential	0.169098 %
2510	25	10	1	Residential	0.225131 %
2511	25	11	1	Residential	0.158892 %
2601	26	1	1	Residential	0.159493 %
2602	26	2	1	Residential	0.180505 %
2603	26	3	1	Residential	0.113066 %
2604	26	4	1	Residential	0.107062 %
2605	26	5	1	Residential	0.159893 %
2606	26	6	1	Residential	0.118069 %
2607	26	7	1	Residential	0.117668 %
2608	26	8	1	Residential	0.18971 %
2609	26	9	1	Residential	0.169098 %
2610	26	10	1	Residential	0.225131 %
2611	26	11	1	Residential	0.158892 %
2701	27	1	1	Residential	0.159493 %
2702	27	2	1	Residential	0.180505 %
2703	27	3	1	Residential	0.113066 %
2704	27	4	1	Residential	0.107062 %
2705	27	5	1	Residential	0.159893 %
2706	27	6	1	Residential	0.118069 %
2707	27	7	1	Residential	0.117668 %
2708	27	8	1	Residential	0.18971 %
2709	27	9	1	Residential	0.169098 %
2710	27	10	1	Residential	0.225131 %
2711	27	11	1	Residential	0.158892 %
2801	28	1	1	Residential	0.159493 %
2802	28	2	1	Residential	0.180505 %
2803	28	3	1	Residential	0.113066 %
2804	28	4	1	Residential	0.107062 %
2805	28	5	1	Residential	0.159893 %
2806	28	6	1	Residential	0.118069 %
2807	28	7	1	Residential	0.117668 %
2808	28	8	1	Residential	0.18971 %
2809	28	9	1	Residential	0.169098 %
2810	28	10	1	Residential	0.225131 %
2811	28	11	1	Residential	0.158892 %
2901	29	1	1	Residential	0.159493 %
2902	29	2	1	Residential	0.180505 %
2903	29	3	1	Residential	0.113066 %
2904	29	4	1	Residential	0.107062 %
2905	29	5	1	Residential	0.159893 %
2906	29	6	1	Residential	0.118069 %
2907	29	7	1	Residential	0.117668 %
2908	29	8	1	Residential	0.18971 %
2909	29	9	1	Residential	0.169098 %
2910	29	10	1	Residential	0.225131 %
2911	29	11	1	Residential	0.158892 %
3001	30	1	1	Residential	0.159493 %
3002	30	2	1	Residential	0.180505 %
3003	30	3	1	Residential	0.113066 %
3004	30	4	1	Residential	0.107062 %
3005	30	5	1	Residential	0.159893 %
3006	30	6	1	Residential	0.118069 %
3007	30	7	1	Residential	0.117668 %
3008	30	8	1	Residential	0.18971 %
3009	30	9	1	Residential	0.169098 %
3010	30	10	1	Residential	0.225131 %
3011	30	11	1	Residential	0.158892 %
3101	31	1	1	Residential	0.159493 %
3102	31	2	1	Residential	0.180505 %
3103	31	3	1	Residential	0.113066 %
3104	31	4	1	Residential	0.107062 %
3105	31	5	1	Residential	0.159893 %
3106	31	6	1	Residential	0.118069 %
3107	31	7	1	Residential	0.117668 %
3108	31	8	1	Residential	0.18971 %
3109	31	9	1	Residential	0.169098 %
3110	31	10	1	Residential	0.225131 %
3111	31	11	1	Residential	0.158892 %
3201	32	1	1	Residential	0.159493 %
3202	32	2	1	Residential	0.180505 %
3203	32	3	1	Residential	0.113066 %
3204	32	4	1	Residential	0.107062 %
3205	32	5	1	Residential	0.159893 %
3206	32	6	1	Residential	0.118069 %
3207	32	7	1	Residential	0.117668 %
3208	32	8	1	Residential	0.18971 %
3209	32	9	1	Residential	0.169098 %
3210	32	10	1	Residential	0.225131 %
3211	32	11	1	Residential	0.158892 %

Tower & Palatial Residences
Schedule "D1" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest In Common Interest
3301	33	1	1	Residential	0.159493 %
3302	33	2	1	Residential	0.180505 %
3303	33	3	1	Residential	0.113066 %
3304	33	4	1	Residential	0.107062 %
3305	33	5	1	Residential	0.159893 %
3306	33	6	1	Residential	0.118069 %
3307	33	7	1	Residential	0.117668 %
3308	33	8	1	Residential	0.18971 %
3309	33	9	1	Residential	0.169098 %
3310	33	10	1	Residential	0.225131 %
3311	33	11	1	Residential	0.158892 %
3401	34	1	1	Residential	0.159493 %
3402	34	2	1	Residential	0.180505 %
3403	34	3	1	Residential	0.113066 %
3404	34	4	1	Residential	0.107062 %
3405	34	5	1	Residential	0.159893 %
3406	34	6	1	Residential	0.118069 %
3407	34	7	1	Residential	0.117668 %
3408	34	8	1	Residential	0.18971 %
3409	34	9	1	Residential	0.169098 %
3410	34	10	1	Residential	0.225131 %
3411	34	11	1	Residential	0.158892 %
3501	35	1	1	Residential	0.132877 %
3502	35	2	1	Residential	0.180505 %
3503	35	3	1	Residential	0.113066 %
3504	35	4	1	Residential	0.107062 %
3505	35	5	1	Residential	0.159893 %
3506	35	6	1	Residential	0.118069 %
3507	35	7	1	Residential	0.117668 %
3508	35	8	1	Residential	0.18971 %
3509	35	9	1	Residential	0.169098 %
3510	35	10	1	Residential	0.225131 %
3511	35	11	1	Residential	0.132477 %
3601	36	1	1	Residential	0.136279 %
3602	36	2	1	Residential	0.228533 %
3603	36	3	1	Residential	0.113066 %
3604	36	4	1	Residential	0.107062 %
3605	36	5	1	Residential	0.159893 %
3606	36	6	1	Residential	0.118069 %
3607	36	7	1	Residential	0.117668 %
3608	36	8	1	Residential	0.18971 %
3609	36	9	1	Residential	0.169098 %
3610	36	10	1	Residential	0.247344 %
3611	36	11	1	Residential	0.161294 %
3701	37	1	1	Residential	0.136279 %
3702	37	2	1	Residential	0.228533 %
3703	37	3	1	Residential	0.113066 %
3704	37	4	1	Residential	0.107062 %
3705	37	5	1	Residential	0.159893 %
3706	37	6	1	Residential	0.118069 %
3707	37	7	1	Residential	0.117668 %
3708	37	8	1	Residential	0.18971 %
3709	37	9	1	Residential	0.169098 %
3710	37	10	1	Residential	0.247344 %
3711	37	11	1	Residential	0.161294 %
3801	38	1	1	Residential	0.136279 %
3802	38	2	1	Residential	0.228533 %
3803	38	3	1	Residential	0.113066 %
3804	38	4	1	Residential	0.107062 %
3805	38	5	1	Residential	0.159893 %
3806	38	6	1	Residential	0.118069 %
3807	38	7	1	Residential	0.117668 %
3808	38	8	1	Residential	0.18971 %
3809	38	9	1	Residential	0.169098 %
3810	38	10	1	Residential	0.247344 %
3811	38	11	1	Residential	0.161294 %
3901	39	1	1	Residential	0.136279 %
3902	39	2	1	Residential	0.228533 %
3903	39	3	1	Residential	0.113066 %
3904	39	4	1	Residential	0.107062 %
3905	39	5	1	Residential	0.159893 %
3906	39	6	1	Residential	0.118069 %
3907	39	7	1	Residential	0.117668 %
3908	39	8	1	Residential	0.18971 %
3909	39	9	1	Residential	0.169098 %
3910	39	10	1	Residential	0.247344 %
3911	39	11	1	Residential	0.161294 %
4001	40	1	1	Residential	0.136279 %
4002	40	2	1	Residential	0.228533 %
4003	40	3	1	Residential	0.113066 %
4004	40	4	1	Residential	0.107062 %
4005	40	5	1	Residential	0.159893 %

Tower & Palatial Residences
Schedule "D1" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest In Common Interest
4006	40	6	1	Residential	0.118069 %
4007	40	7	1	Residential	0.117668 %
4008	40	8	1	Residential	0.18971 %
4009	40	9	1	Residential	0.169098 %
4010	40	10	1	Residential	0.247344 %
4011	40	11	1	Residential	0.161294 %
4101	41	1	1	Residential	0.261152 %
4102	41	2	1	Residential	0.354606 %
4103	41	3	1	Residential	0.268156 %
4104	41	4	1	Residential	0.245143 %
4105	41	5	1	Residential	0.296172 %
4106	41	6	1	Residential	0.359409 %
4201	42	1	1	Residential	0.261152 %
4202	42	2	1	Residential	0.354606 %
4203	42	3	1	Residential	0.268156 %
4204	42	4	1	Residential	0.245143 %
4205	42	5	1	Residential	0.296172 %
4206	42	6	1	Residential	0.359409 %
4301	43	1	1	Residential	0.261152 %
4302	43	2	1	Residential	0.354606 %
4303	43	3	1	Residential	0.268156 %
4304	43	4	1	Residential	0.245143 %
4305	43	5	1	Residential	0.296172 %
4306	43	6	1	Residential	0.359409 %
4401	44	1	1	Residential	0.261152 %
4402	44	2	1	Residential	0.354606 %
4403	44	3	1	Residential	0.268156 %
4404	44	4	1	Residential	0.245143 %
4405	44	5	1	Residential	0.296172 %
4406	44	6	1	Residential	0.359409 %
4501	45	1	1	Residential	0.261152 %
4502	45	2	1	Residential	0.354606 %
4503	45	3	1	Residential	0.268156 %
4504	45	4	1	Residential	0.245143 %
4505	45	5	1	Residential	0.296172 %
4506	45	6	1	Residential	0.359409 %
4601	46	1	1	Residential	0.261152 %
4602	46	2	1	Residential	0.354606 %
4603	46	3	1	Residential	0.268156 %
4604	46	4	1	Residential	0.245143 %
4605	46	5	1	Residential	0.296172 %
4606	46	6	1	Residential	0.359409 %
4701	47	1	1	Residential	0.261152 %
4702	47	2	1	Residential	0.354606 %
4703	47	3	1	Residential	0.268156 %
4704	47	4	1	Residential	0.245143 %
4705	47	5	1	Residential	0.296172 %
4706	47	6	1	Residential	0.359409 %
4801	48	1	1	Residential	0.261152 %
4802	48	2	1	Residential	0.354606 %
4803	48	3	1	Residential	0.268156 %
4804	48	4	1	Residential	0.245143 %
4805	48	5	1	Residential	0.296172 %
4806	48	6	1	Residential	0.359409 %
4901	49	1	1	Residential	0.422646 %
4902	49	2	1	Residential	0.348002 %
4903	49	3	1	Residential	0.271358 %
4904	49	4	1	Residential	0.245143 %
4905	49	5	1	Residential	0.296172 %
5001	50	1	1	Residential	0.422646 %
5002	50	2	1	Residential	0.348002 %
5003	50	3	1	Residential	0.271358 %
5004	50	4	1	Residential	0.245143 %
5005	50	5	1	Residential	0.296172 %
5101	51	1	1	Residential	0.422646 %
5102	51	2	1	Residential	0.348002 %
5103	51	3	1	Residential	0.271358 %
5104	51	4	1	Residential	0.245143 %
5105	51	5	1	Residential	0.296172 %
5201	52	1	1	Residential	0.422646 %
5202	52	2	1	Residential	0.348002 %
5203	52	3	1	Residential	0.271358 %
5204	52	4	1	Residential	0.245143 %
5205	52	5	1	Residential	0.296172 %
5301	53	1	1	Residential	0.422646 %
5302	53	2	1	Residential	0.348002 %
5303	53	3	1	Residential	0.271358 %

Tower & Palatial Residences
Schedule "D1" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest in Common Interest
5304	53	4	1	Residential	0.245143 %
5305	53	5	1	Residential	0.298172 %
5401	54	1	1	Residential	0.44666 %
			492	Residential Units	87.005101 %
			501	Parking Units @ 0.021312 $ 40.97 /unit/month	10.677312 %
			160	Bike Locker Units @ 0.003511 $ 6.75 /unit/month	0.561760 %
			250	Bike/Storage Locker Units @ 0.007022 $ 13.50 /unit/month	1.755500 %
			1	Service Units	0.000082 %
			1	Sign Unit(s)	0.000081 %
			1	Communication Control Un	0.000082 %
			1	Shared Amenity Unit(s)	0.000082 %
					100.000000 %

Palatial Residences Only
Schedule "D2" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest In Common Interest
201	2	1	1	Residential	0.000001 %
202	2	2	1	Residential	0.000001 %
203	2	3	1	Residential	0.000001 %
301	3	1	1	Residential	0.000001 %
302	3	2	1	Residential	0.000001 %
303	3	3	1	Residential	0.000001 %
304	3	4	1	Residential	0.000001 %
305	3	5	1	Residential	0.000001 %
306	3	6	1	Residential	0.000001 %
307	3	7	1	Residential	0.000001 %
308	3	8	1	Residential	0.000001 %
401	4	1	1	Residential	0.000001 %
402	4	2	1	Residential	0.000001 %
403	4	3	1	Residential	0.000001 %
404	4	4	1	Residential	0.000001 %
405	4	5	1	Residential	0.000001 %
406	4	6	1	Residential	0.000001 %
407	4	7	1	Residential	0.000001 %
408	4	8	1	Residential	0.000001 %
409	4	9	1	Residential	0.000001 %
410	4	10	1	Residential	0.000001 %
411	4	11	1	Residential	0.000001 %
501	5	1	1	Residential	0.000001 %
502	5	2	1	Residential	0.000001 %
503	5	3	1	Residential	0.000001 %
504	5	4	1	Residential	0.000001 %
505	5	5	1	Residential	0.000001 %
506	5	6	1	Residential	0.000001 %
507	5	7	1	Residential	0.000001 %
508	5	8	1	Residential	0.000001 %
509	5	9	1	Residential	0.000001 %
510	5	10	1	Residential	0.000001 %
511	5	11	1	Residential	0.000001 %
601	6	1	1	Residential	0.000001 %
602	6	2	1	Residential	0.000001 %
603	6	3	1	Residential	0.000001 %
604	6	4	1	Residential	0.000001 %
605	6	5	1	Residential	0.000001 %
606	6	6	1	Residential	0.000001 %
607	6	7	1	Residential	0.000001 %
608	6	8	1	Residential	0.000001 %
609	6	9	1	Residential	0.000001 %
610	6	10	1	Residential	0.000001 %
611	6	11	1	Residential	0.000001 %
701	7	1	1	Residential	0.000001 %
702	7	2	1	Residential	0.000001 %
703	7	3	1	Residential	0.000001 %
704	7	4	1	Residential	0.000001 %
705	7	5	1	Residential	0.000001 %
706	7	6	1	Residential	0.000001 %
707	7	7	1	Residential	0.000001 %
708	7	8	1	Residential	0.000001 %
709	7	9	1	Residential	0.000001 %
710	7	10	1	Residential	0.000001 %
711	7	11	1	Residential	0.000001 %
801	8	1	1	Residential	0.000001 %
802	8	2	1	Residential	0.000001 %
803	8	3	1	Residential	0.000001 %
804	8	4	1	Residential	0.000001 %
805	8	5	1	Residential	0.000001 %
806	8	6	1	Residential	0.000001 %
807	8	7	1	Residential	0.000001 %
808	8	8	1	Residential	0.000001 %
809	8	9	1	Residential	0.000001 %
810	8	10	1	Residential	0.000001 %
811	8	11	1	Residential	0.000001 %
901	9	1	1	Residential	0.000001 %
902	9	2	1	Residential	0.000001 %
903	9	3	1	Residential	0.000001 %
904	9	4	1	Residential	0.000001 %
905	9	5	1	Residential	0.000001 %
906	9	6	1	Residential	0.000001 %
907	9	7	1	Residential	0.000001 %
908	9	8	1	Residential	0.000001 %
909	9	9	1	Residential	0.000001 %
910	9	10	1	Residential	0.000001 %

Palatial Residences Only
Schedule "D2" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest In Common Interest
911	9	11	1	Residential	0.000001 %
1001	10	1	1	Residential	0.000001 %
1002	10	2	1	Residential	0.000001 %
1003	10	3	1	Residential	0.000001 %
1004	10	4	1	Residential	0.000001 %
1005	10	5	1	Residential	0.000001 %
1006	10	6	1	Residential	0.000001 %
1007	10	7	1	Residential	0.000001 %
1008	10	8	1	Residential	0.000001 %
1009	10	9	1	Residential	0.000001 %
1010	10	10	1	Residential	0.000001 %
1011	10	11	1	Residential	0.000001 %
1101	11	1	1	Residential	0.000001 %
1102	11	2	1	Residential	0.000001 %
1103	11	3	1	Residential	0.000001 %
1104	11	4	1	Residential	0.000001 %
1105	11	5	1	Residential	0.000001 %
1106	11	6	1	Residential	0.000001 %
1107	11	7	1	Residential	0.000001 %
1108	11	8	1	Residential	0.000001 %
1109	11	9	1	Residential	0.000001 %
1110	11	10	1	Residential	0.000001 %
1111	11	11	1	Residential	0.000001 %
1201	12	1	1	Residential	0.000001 %
1202	12	2	1	Residential	0.000001 %
1203	12	3	1	Residential	0.000001 %
1204	12	4	1	Residential	0.000001 %
1205	12	5	1	Residential	0.000001 %
1206	12	6	1	Residential	0.000001 %
1207	12	7	1	Residential	0.000001 %
1208	12	8	1	Residential	0.000001 %
1209	12	9	1	Residential	0.000001 %
1210	12	10	1	Residential	0.000001 %
1211	12	11	1	Residential	0.000001 %
1301	13	1	1	Residential	0.000001 %
1302	13	2	1	Residential	0.000001 %
1303	13	3	1	Residential	0.000001 %
1304	13	4	1	Residential	0.000001 %
1305	13	5	1	Residential	0.000001 %
1306	13	6	1	Residential	0.000001 %
1307	13	7	1	Residential	0.000001 %
1308	13	8	1	Residential	0.000001 %
1309	13	9	1	Residential	0.000001 %
1310	13	10	1	Residential	0.000001 %
1311	13	11	1	Residential	0.000001 %
1401	14	1	1	Residential	0.000001 %
1402	14	2	1	Residential	0.000001 %
1403	14	3	1	Residential	0.000001 %
1404	14	4	1	Residential	0.000001 %
1405	14	5	1	Residential	0.000001 %
1406	14	6	1	Residential	0.000001 %
1407	14	7	1	Residential	0.000001 %
1408	14	8	1	Residential	0.000001 %
1409	14	9	1	Residential	0.000001 %
1410	14	10	1	Residential	0.000001 %
1411	14	11	1	Residential	0.000001 %
1501	15	1	1	Residential	0.000001 %
1502	15	2	1	Residential	0.000001 %
1503	15	3	1	Residential	0.000001 %
1504	15	4	1	Residential	0.000001 %
1505	15	5	1	Residential	0.000001 %
1506	15	6	1	Residential	0.000001 %
1507	15	7	1	Residential	0.000001 %
1508	15	8	1	Residential	0.000001 %
1509	15	9	1	Residential	0.000001 %
1510	15	10	1	Residential	0.000001 %
1511	15	11	1	Residential	0.000001 %
1601	16	1	1	Residential	0.000001 %
1602	16	2	1	Residential	0.000001 %
1603	16	3	1	Residential	0.000001 %
1604	16	4	1	Residential	0.000001 %
1605	16	5	1	Residential	0.000001 %
1606	16	6	1	Residential	0.000001 %
1607	16	7	1	Residential	0.000001 %
1608	16	8	1	Residential	0.000001 %
1609	16	9	1	Residential	0.000001 %

Palatial Residences Only
Schedule "D2" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest In Common Interest
1610	16	10	1	Residential	0.000001 %
1611	16	11	1	Residential	0.000001 %
1701	17	1	1	Residential	0.000001 %
1702	17	2	1	Residential	0.000001 %
1703	17	3	1	Residential	0.000001 %
1704	17	4	1	Residential	0.000001 %
1705	17	5	1	Residential	0.000001 %
1706	17	6	1	Residential	0.000001 %
1707	17	7	1	Residential	0.000001 %
1708	17	8	1	Residential	0.000001 %
1709	17	9	1	Residential	0.000001 %
1710	17	10	1	Residential	0.000001 %
1711	17	11	1	Residential	0.000001 %
1801	18	1	1	Residential	0.000001 %
1802	18	2	1	Residential	0.000001 %
1803	18	3	1	Residential	0.000001 %
1804	18	4	1	Residential	0.000001 %
1805	18	5	1	Residential	0.000001 %
1806	18	6	1	Residential	0.000001 %
1807	18	7	1	Residential	0.000001 %
1808	18	8	1	Residential	0.000001 %
1809	18	9	1	Residential	0.000001 %
1810	18	10	1	Residential	0.000001 %
1811	18	11	1	Residential	0.000001 %
1901	19	1	1	Residential	0.000001 %
1902	19	2	1	Residential	0.000001 %
1903	19	3	1	Residential	0.000001 %
1904	19	4	1	Residential	0.000001 %
1905	19	5	1	Residential	0.000001 %
1906	19	6	1	Residential	0.000001 %
1907	19	7	1	Residential	0.000001 %
1908	19	8	1	Residential	0.000001 %
1909	19	9	1	Residential	0.000001 %
1910	19	10	1	Residential	0.000001 %
1911	19	11	1	Residential	0.000001 %
2001	20	1	1	Residential	0.000001 %
2002	20	2	1	Residential	0.000001 %
2003	20	3	1	Residential	0.000001 %
2004	20	4	1	Residential	0.000001 %
2005	20	5	1	Residential	0.000001 %
2006	20	6	1	Residential	0.000001 %
2007	20	7	1	Residential	0.000001 %
2008	20	8	1	Residential	0.000001 %
2009	20	9	1	Residential	0.000001 %
2010	20	10	1	Residential	0.000001 %
2011	20	11	1	Residential	0.000001 %
2101	21	1	1	Residential	0.000001 %
2102	21	2	1	Residential	0.000001 %
2103	21	3	1	Residential	0.000001 %
2104	21	4	1	Residential	0.000001 %
2105	21	5	1	Residential	0.000001 %
2106	21	6	1	Residential	0.000001 %
2107	21	7	1	Residential	0.000001 %
2108	21	8	1	Residential	0.000001 %
2109	21	9	1	Residential	0.000001 %
2110	21	10	1	Residential	0.000001 %
2111	21	11	1	Residential	0.000001 %
2201	22	1	1	Residential	0.000001 %
2202	22	2	1	Residential	0.000001 %
2203	22	3	1	Residential	0.000001 %
2204	22	4	1	Residential	0.000001 %
2205	22	5	1	Residential	0.000001 %
2206	22	6	1	Residential	0.000001 %
2207	22	7	1	Residential	0.000001 %
2208	22	8	1	Residential	0.000001 %
2209	22	9	1	Residential	0.000001 %
2210	22	10	1	Residential	0.000001 %
2211	22	11	1	Residential	0.000001 %
2301	23	1	1	Residential	0.000001 %
2302	23	2	1	Residential	0.000001 %
2303	23	3	1	Residential	0.000001 %
2304	23	4	1	Residential	0.000001 %
2305	23	5	1	Residential	0.000001 %
2306	23	6	1	Residential	0.000001 %
2307	23	7	1	Residential	0.000001 %
2308	23	8	1	Residential	0.000001 %

Palatial Residences Only
Schedule "D2" - to the declaration of Pinnacle Centre Tower C

Suite No:	Level	Unit	Number of Units	Type	Percentage Interest in Common Interest
2309	23	9	1	Residential	0.000001 %
2310	23	10	1	Residential	0.000001 %
2311	23	11	1	Residential	0.000001 %
2401	24	1	1	Residential	0.000001 %
2402	24	2	1	Residential	0.000001 %
2403	24	3	1	Residential	0.000001 %
2404	24	4	1	Residential	0.000001 %
2405	24	5	1	Residential	0.000001 %
2406	24	6	1	Residential	0.000001 %
2407	24	7	1	Residential	0.000001 %
2408	24	8	1	Residential	0.000001 %
2409	24	9	1	Residential	0.000001 %
2410	24	10	1	Residential	0.000001 %
2411	24	11	1	Residential	0.000001 %
2501	25	1	1	Residential	0.000001 %
2502	25	2	1	Residential	0.000001 %
2503	25	3	1	Residential	0.000001 %
2504	25	4	1	Residential	0.000001 %
2505	25	5	1	Residential	0.000001 %
2506	25	6	1	Residential	0.000001 %
2507	25	7	1	Residential	0.000001 %
2508	25	8	1	Residential	0.000001 %
2509	25	9	1	Residential	0.000001 %
2510	25	10	1	Residential	0.000001 %
2511	25	11	1	Residential	0.000001 %
2601	26	1	1	Residential	0.000001 %
2602	26	2	1	Residential	0.000001 %
2603	26	3	1	Residential	0.000001 %
2604	26	4	1	Residential	0.000001 %
2605	26	5	1	Residential	0.000001 %
2606	26	6	1	Residential	0.000001 %
2607	26	7	1	Residential	0.000001 %
2608	26	8	1	Residential	0.000001 %
2609	26	9	1	Residential	0.000001 %
2610	26	10	1	Residential	0.000001 %
2611	26	11	1	Residential	0.000001 %
2701	27	1	1	Residential	0.000001 %
2702	27	2	1	Residential	0.000001 %
2703	27	3	1	Residential	0.000001 %
2704	27	4	1	Residential	0.000001 %
2705	27	5	1	Residential	0.000001 %
2706	27	6	1	Residential	0.000001 %
2707	27	7	1	Residential	0.000001 %
2708	27	8	1	Residential	0.000001 %
2709	27	9	1	Residential	0.000001 %
2710	27	10	1	Residential	0.000001 %
2711	27	11	1	Residential	0.000001 %
2801	28	1	1	Residential	0.000001 %
2802	28	2	1	Residential	0.000001 %
2803	28	3	1	Residential	0.000001 %
2804	28	4	1	Residential	0.000001 %
2805	28	5	1	Residential	0.000001 %
2806	28	6	1	Residential	0.000001 %
2807	28	7	1	Residential	0.000001 %
2808	28	8	1	Residential	0.000001 %
2809	28	9	1	Residential	0.000001 %
2810	28	10	1	Residential	0.000001 %
2811	28	11	1	Residential	0.000001 %
2901	29	1	1	Residential	0.000001 %
2902	29	2	1	Residential	0.000001 %
2903	29	3	1	Residential	0.000001 %
2904	29	4	1	Residential	0.000001 %
2905	29	5	1	Residential	0.000001 %
2906	29	6	1	Residential	0.000001 %
2907	29	7	1	Residential	0.000001 %
2908	29	8	1	Residential	0.000001 %
2909	29	9	1	Residential	0.000001 %
2910	29	10	1	Residential	0.000001 %
2911	29	11	1	Residential	0.000001 %
3001	30	1	1	Residential	0.000001 %
3002	30	2	1	Residential	0.000001 %
3003	30	3	1	Residential	0.000001 %
3004	30	4	1	Residential	0.000001 %
3005	30	5	1	Residential	0.000001 %
3006	30	6	1	Residential	0.000001 %
3007	30	7	1	Residential	0.000001 %

Palatial Residences Only
Schedule "D2" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest In Common Interest
3008	30	8	1	Residential	0.000001 %
3009	30	9	1	Residential	0.000001 %
3010	30	10	1	Residential	0.000001 %
3011	30	11	1	Residential	0.000001 %
3101	31	1	1	Residential	0.000001 %
3102	31	2	1	Residential	0.000001 %
3103	31	3	1	Residential	0.000001 %
3104	31	4	1	Residential	0.000001 %
3105	31	5	1	Residential	0.000001 %
3106	31	6	1	Residential	0.000001 %
3107	31	7	1	Residential	0.000001 %
3108	31	8	1	Residential	0.000001 %
3109	31	9	1	Residential	0.000001 %
3110	31	10	1	Residential	0.000001 %
3111	31	11	1	Residential	0.000001 %
3201	32	1	1	Residential	0.000001 %
3202	32	2	1	Residential	0.000001 %
3203	32	3	1	Residential	0.000001 %
3204	32	4	1	Residential	0.000001 %
3205	32	5	1	Residential	0.000001 %
3206	32	6	1	Residential	0.000001 %
3207	32	7	1	Residential	0.000001 %
3208	32	8	1	Residential	0.000001 %
3209	32	9	1	Residential	0.000001 %
3210	32	10	1	Residential	0.000001 %
3211	32	11	1	Residential	0.000001 %
3301	33	1	1	Residential	0.000001 %
3302	33	2	1	Residential	0.000001 %
3303	33	3	1	Residential	0.000001 %
3304	33	4	1	Residential	0.000001 %
3305	33	5	1	Residential	0.000001 %
3306	33	6	1	Residential	0.000001 %
3307	33	7	1	Residential	0.000001 %
3308	33	8	1	Residential	0.000001 %
3309	33	9	1	Residential	0.000001 %
3310	33	10	1	Residential	0.000001 %
3311	33	11	1	Residential	0.000001 %
3401	34	1	1	Residential	0.459308 %
3402	34	2	1	Residential	0.519819 %
3403	34	3	1	Residential	0.325607 %
3404	34	4	1	Residential	0.308318 %
3405	34	5	1	Residential	0.46046 %
3406	34	6	1	Residential	0.340015 %
3407	34	7	1	Residential	0.338862 %
3408	34	8	1	Residential	0.546328 %
3409	34	9	1	Residential	0.48697 %
3410	34	10	1	Residential	0.648333 %
3411	34	11	1	Residential	0.457579 %
3501	35	1	1	Residential	0.38266 %
3502	35	2	1	Residential	0.519819 %
3503	35	3	1	Residential	0.325607 %
3504	35	4	1	Residential	0.308318 %
3505	35	5	1	Residential	0.46046 %
3506	35	6	1	Residential	0.340015 %
3507	35	7	1	Residential	0.338862 %
3508	35	8	1	Residential	0.546328 %
3509	35	9	1	Residential	0.48697 %
3510	35	10	1	Residential	0.648333 %
3511	35	11	1	Residential	0.381508 %
3601	36	1	1	Residential	0.392457 %
3602	36	2	1	Residential	0.65813 %
3603	36	3	1	Residential	0.325607 %
3604	36	4	1	Residential	0.308318 %
3605	36	5	1	Residential	0.46046 %
3606	36	6	1	Residential	0.340015 %
3607	36	7	1	Residential	0.338862 %
3608	36	8	1	Residential	0.546328 %
3609	36	9	1	Residential	0.48697 %
3610	36	10	1	Residential	0.712302 %
3611	36	11	1	Residential	0.464494 %
3701	37	1	1	Residential	0.392457 %
3702	37	2	1	Residential	0.65813 %
3703	37	3	1	Residential	0.325607 %
3704	37	4	1	Residential	0.308318 %
3705	37	5	1	Residential	0.46046 %
3706	37	6	1	Residential	0.340015 %

Palatial Residences Only
Schedule "D2" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest in Common Interest
3707	37	7	1	Residential	0.338862 %
3708	37	8	1	Residential	0.546328 %
3709	37	9	1	Residential	0.48697 %
3710	37	10	1	Residential	0.712302 %
3711	37	11	1	Residential	0.464494 %
3801	38	1	1	Residential	0.392457 %
3802	38	2	1	Residential	0.65813 %
3803	38	3	1	Residential	0.325607 %
3804	38	4	1	Residential	0.308318 %
3805	38	5	1	Residential	0.46046 %
3806	38	6	1	Residential	0.340015 %
3807	38	7	1	Residential	0.338862 %
3808	38	8	1	Residential	0.546328 %
3809	38	9	1	Residential	0.48697 %
3810	38	10	1	Residential	0.712302 %
3811	38	11	1	Residential	0.464494 %
3901	39	1	1	Residential	0.392457 %
3902	39	2	1	Residential	0.65813 %
3903	39	3	1	Residential	0.325607 %
3904	39	4	1	Residential	0.308318 %
3905	39	5	1	Residential	0.46046 %
3906	39	6	1	Residential	0.340015 %
3907	39	7	1	Residential	0.338862 %
3908	39	8	1	Residential	0.546328 %
3909	39	9	1	Residential	0.48697 %
3910	39	10	1	Residential	0.712302 %
3911	39	11	1	Residential	0.464494 %
4001	40	1	1	Residential	0.392457 %
4002	40	2	1	Residential	0.65813 %
4003	40	3	1	Residential	0.325607 %
4004	40	4	1	Residential	0.308318 %
4005	40	5	1	Residential	0.46046 %
4006	40	6	1	Residential	0.340015 %
4007	40	7	1	Residential	0.338862 %
4008	40	8	1	Residential	0.546328 %
4009	40	9	1	Residential	0.48697 %
4010	40	10	1	Residential	0.712302 %
4011	40	11	1	Residential	0.464494 %
4101	41	1	1	Residential	0.752066 %
4102	41	2	1	Residential	1.021196 %
4103	41	3	1	Residential	0.772236 %
4104	41	4	1	Residential	0.705962 %
4105	41	5	1	Residential	0.852918 %
4106	41	6	1	Residential	1.035027 %
4201	42	1	1	Residential	0.752066 %
4202	42	2	1	Residential	1.021196 %
4203	42	3	1	Residential	0.772236 %
4204	42	4	1	Residential	0.705962 %
4205	42	5	1	Residential	0.852918 %
4206	42	6	1	Residential	1.035027 %
4301	43	1	1	Residential	0.752066 %
4302	43	2	1	Residential	1.021196 %
4303	43	3	1	Residential	0.772236 %
4304	43	4	1	Residential	0.705962 %
4305	43	5	1	Residential	0.852918 %
4306	43	6	1	Residential	1.035027 %
4401	44	1	1	Residential	0.752066 %
4402	44	2	1	Residential	1.021196 %
4403	44	3	1	Residential	0.772236 %
4404	44	4	1	Residential	0.705962 %
4405	44	5	1	Residential	0.852918 %
4406	44	6	1	Residential	1.035027 %
4501	45	1	1	Residential	0.752066 %
4502	45	2	1	Residential	1.021196 %
4503	45	3	1	Residential	0.772236 %
4504	45	4	1	Residential	0.705962 %
4505	45	5	1	Residential	0.852918 %
4506	45	6	1	Residential	1.035027 %
4601	46	1	1	Residential	0.752066 %
4602	46	2	1	Residential	1.021196 %
4603	46	3	1	Residential	0.772236 %

Palatial Residences Only
Schedule "D2" - to the declaration of Pinnacle Centre Tower C

Suite No.	Level	Unit	Number of Units	Type	Percentage Interest In Common Interest
4604	46	4	1	Residential	0.705962 %
4605	46	5	1	Residential	0.852918 %
4606	46	6	1	Residential	1.035027 %
4701	47	1	1	Residential	0.752066 %
4702	47	2	1	Residential	1.021196 %
4703	47	3	1	Residential	0.772236 %
4704	47	4	1	Residential	0.705962 %
4705	47	5	1	Residential	0.852918 %
4706	47	6	1	Residential	1.035027 %
4801	48	1	1	Residential	0.752066 %
4802	48	2	1	Residential	1.021196 %
4803	48	3	1	Residential	0.772236 %
4804	48	4	1	Residential	0.705962 %
4805	48	5	1	Residential	0.852918 %
4806	48	6	1	Residential	1.035027 %
4901	49	1	1	Residential	1.217072 %
4902	49	2	1	Residential	1.002178 %
4903	49	3	1	Residential	0.781457 %
4904	49	4	1	Residential	0.705962 %
4905	49	5	1	Residential	0.852918 %
5001	50	1	1	Residential	1.217072 %
5002	50	2	1	Residential	1.002178 %
5003	50	3	1	Residential	0.781457 %
5004	50	4	1	Residential	0.705962 %
5005	50	5	1	Residential	0.852918 %
5101	51	1	1	Residential	1.217072 %
5102	51	2	1	Residential	1.002178 %
5103	51	3	1	Residential	0.781457 %
5104	51	4	1	Residential	0.705962 %
5105	51	5	1	Residential	0.852918 %
5201	52	1	1	Residential	1.217072 %
5202	52	2	1	Residential	1.002178 %
5203	52	3	1	Residential	0.781457 %
5204	52	4	1	Residential	0.705962 %
5205	52	5	1	Residential	0.852918 %
5301	53	1	1	Residential	1.217072 %
5302	53	2	1	Residential	1.002178 %
5303	53	3	1	Residential	0.781457 %
5304	53	4	1	Residential	0.705962 %
5305	53	5	1	Residential	0.852918 %
5401	54	1	1	Residential	1.28629 %
				492 Residential Units	100.000000 %

SCHEDULE "E"

Common Expenses without limiting the definition ascribed thereto, shall include the following:

(a) All expenses of the Corporation incurred by it in the performance of its objects and duties where such objects and duties are imposed under the provisions of the Act, this Declaration, the Shared Facilities Agreement, (including, without limiting the generality of the foregoing the costs of operation, maintenance and repair of the Daycare Facility and the costs in the Daycare Lease) and the By-laws and Rules of the Corporation.

(b) All sums of money paid or payable by the Corporation for the procurement and maintenance of any insurance required or permitted by the Act or the Declaration, as well as the cost of obtaining, from time to time, an appraisal from a qualified appraiser of the full replacement cost of the units, common elements and/or assets of the Corporation in order to determine the proper amount of insurance to be effected.

(c) All sums of money paid or payable by the Corporation for utilities and services (excluding telephone, internet and cable television services to each unit) serving the units and/or the common elements including without limitation all monies payable on account of:

(i) gas and/or hydro-electricity, unless separately (sub)metered, on the express understanding that the Corporation shall be reimbursed by each residential unit owner for that portion of the bulk residential utility representing the P.S.R.U.C. Amount attributable to each of the residential units, pursuant to the periodic reading by the Utility Monitor of the utility consumption submeters appurtenant to each of the residential units, as more particularly described in Part VII;

(ii) water, unless separately (sub)metered;

(iii) waste disposal;

(iv) maintenance materials, tools and supplies;

(v) snow removal and landscaping; and

(vi) insurance premiums.

(d) All sums of money required by the Corporation for the acquisition and/or retention of real property for the use and enjoyment of the Condominium or for the acquisition, repair, maintenance and/or replacement of personal property for the use and enjoyment of the common elements.

(e) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and/or secretarial advice and services required by the Corporation in the performance of its objects and duties.

(f) 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.

(g) All sums of money assessed by the Corporation for the reserve fund to be paid by all unit owners as part of their respective contribution toward the common expenses and utilized for the major repair and replacement of the common elements and assets of the Corporation.

(h) All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.

(i) All sums of money paid or payable by the Corporation on account of realty taxes (including local improvement charges) levied against the condominium (until such time as such taxes are levied against the individual units).

(j) The fees and disbursements of the Insurance Trustee.

(k) All expenses incurred by the Corporation in enforcing any of the By-laws or Rules of the Corporation from time to time, and affecting compliance therewith by all unit owners and their respective tenants, residents, licensees or invitees.

(l) Any costs and expenses of and related to the payment of the Corporation's proportionate share of the shared costs pursuant to the Shared Facilities Agreement.

(m) The cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation.

(n) All sums of money paid or payable by the Corporation to conduct a performance audit of the common elements pursuant to the Act and to obtain a reserve fund study pursuant to the Act, together with all comprehensive studies and updated studies and to obtain audited financial statements of the Corporation (both for or in respect of the turnover meeting and each annual general meeting thereafter).

(o) All costs and expenses incurred or to be incurred in compliance with the terms and provisions of the Development Agreements and the Daycare Lease.

Note: Each of the residential units shall be separately submetered and invoiced, either by the Corporation, the Corporation's property manager, or by the Utility Monitor, as agent for or contractor with the Corporation, for the cost of hydro-electricity service consumed (predicated on the reading of each check or consumption meter appurtenant to each residential unit or based on estimates of the hydro-electricity consumed, as provided for in the Declaration) and shall be payable by each residential unit owner in accordance with the provisions of Part VII of this Declaration.

SCHEDULE "F"

BUILDING "C"

Subject to the provisions of the Declaration, the By-laws and Rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas appurtenant thereto:

a) the Owner(s) of each of Residential Units 1, 2, 4 and 5 on Level 3, Units 1 to 6 inclusive on Level 5, Units 1, 2 and 5 on Level 49 and Unit 1 on Level 54, shall have the exclusive use of a terrace to which the said Units provide direct and sole access.

b) the Owner(s) of each of Residential Unit 3 on Level 3, Units 1 to 5 inclusive on Level 4, Units 7 to 11 inclusive on Level 5, Units 1, 2 and 4 to 11 inclusive on Levels 6 to 9 inclusive, all Units on Levels 10 to 48 inclusive, Units 3 to 5 inclusive on Level 49 and all Units on Levels 50 to 54 inclusive, shall have the exclusive use of a balcony or balconies to which the said Units provide direct and sole access.

December 1, 2008
Ref: 1957-8.SCF

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER

I certify that:

Each building on the property has been constructed in accordance with the regulations under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

1. ☐ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.

2. ☐ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☐ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

4. ☐ All underground garages have walls and floor assemblies in place.

OR

☐ There are no underground garages .

5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a 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 *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.

6. ☐ All installations with respect to the provision of water and sewage services are in place.

7. ☐ All installations with respect to the provision of water and sewage services are in place.

8. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

9. ☐ All installations with respect to the provision of air conditioning are in place.

OR

☐ There are no installations with respect to the provision of air conditioning.

10. ☐ All installations with respect to the provision of electricity are in place.

11. ☐ 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.

12. ☐ 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 ________________________, 200___.

____
Signature

Print Name
Architect/Professional Engineer

C:\NrPortbl\Legal\MCALOMIN\2799512_5.DOC

SUCCESS TOWER AT PINNACLE CENTRE
TOWER C

BY-LAW NO. 1
TORONTO STANDARD CONDOMINIUM CORPORATION NO. ____

BE IT ENACTED as a By-Law of Toronto Standard Condominium Corporation No. ______ (the **"Corporation"**) as follows:

Article 1 - SEAL

The seal of the Corporation shall be in the form impressed in the margin beside this paragraph.

Article 2 - YEAR-END

The financial year end of the Corporation shall be the 31st day of December in each year or such other date as the board of directors (the **"Board"**) may by resolution determine.

Article 3 - RECORDS OF THE CORPORATION

The Corporation shall maintain the following records:

3.1 Documents as required by Section 43(4)

(a) the seal of the Corporation;

(b) the minute book for the Corporation including a copy of the registered declaration, registered by-laws, current rules and minutes of owners' meetings and board meetings;

(c) copies of all agreements entered into by the Corporation or the declarant or the declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences and easements;

(d) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;

(e) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;

(f) the records maintained under subsection 47 (2) and subsection 83 (3); the names and addresses for services of owners and mortgagees who have provided the Corporation in writing with this information;

(g) as required by the *Condominium Act, 1998* (hereinafter referred to as the **"Act"**):

   (i) notice delivered by an owner that his/her unit is leased;

   (ii) the lessee's name, the owner's address and a copy of the lease or renewal or summary of it; and

   (iii) notice by an owner that a lease of a unit is terminated and not renewed;

(h) all records that it has related to the units or to employees of the Corporation including a record of the names and addresses for service of the current unit owners.

3.2 Documents As Required By Section 43(5)

(a) the existing warranties and guarantees for all the equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;

(b) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;

(c) the as-built specifications, indicating all substantive changes, if any, from the original specifications;

(d) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communications services;

(e) all other existing plans and information not mentioned in clause (b), (c) or (d) that are relevant to the repair or maintenance of the property;

(f) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible; and

(g) all reserve fund studies that have been completed or are required to have been completed.

3.3 Other Records

(a) All plans to increase the reserve fund under subsection 94 (8) of the Act;

(b) A copy of all agreements entered into by or on behalf of the Corporation;

(c) Any report that the Corporation receives from an Inspector in accordance with subsection 130 (5) of the Act;

(d) copy of any resolution of the Board changing the address for service or the mailing address of the Corporation as registered;

(e) A copy of all notices sent on behalf of the Corporation;

(f) A copy of all easements, licenses, or leases entered into by the Corporation;

(g) All requests for status certificates and a copy of the certificates issued;

(h) The names of directors and officers, their mailing address and respective terms of office;

(i) Copies of each tenant's executed acknowledgement and agreement with the Corporation as required pursuant to the declaration;

(j) A copy of all annual notices of assessment and any extraordinary assessments;

(k) A copy of all consents for alterations to units and/or the common elements in accordance with the declaration and any by-law of the Corporation including any agreement entered into with an owner to be in accordance with S.98 of the Act;

(l) Proxies for meetings to be retained for 90 days; and

(m) Any other information required to be maintained as records by the Act and the regulations made thereunder.

Article 4 - DUTIES OF THE CORPORATION

4.1 Duties of the Corporation

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

(a) the operation, care, upkeep, maintenance and repair of the common elements and the repair of units when an owner fails to repair as provided for in the Act and in the declaration;

(b) the collection of contributions toward common expenses from the owners;

(c) the arranging for the supply of utilities to the common elements and the units, unless separately metered, except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;

(d) obtaining and maintaining insurance for the property as may be required by the Act, the declaration or the by-laws;

(e) the preparation of certificates of lien and status certificates as required by the Act;

(f) the preparation of an estimated budget in accordance with Article 10 hereof;

(g) the supervision of all public or private service companies which enter upon the common elements and into the units for the purpose of supplying, installing, replacing and servicing their systems;

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

(i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the Board may deem reasonable;

(j) the investment of reserve monies held by the Corporation in accordance with the Act;

(k) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;

(l) the purchase and maintenance of insurance for the benefit of all directors and officers (including tail pipe insurance in the case of change of insurers to insure that directors actions are protected when the Corporation changes insurers) in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;

(m) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article 3 hereof;

(n) the calling and holding of meetings and the delivery of notices, as required;

(o) the consistent and timely enforcement of the provisions of the Act, the declaration, the by-laws and the rules of the Corporation;

(p) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act; and

(q) the carrying out of the duties of the Corporation and or the Board as required by the Act, the Corporation's declaration and by-laws.

Article 5 - POWERS OF THE CORPORATION

5.1 Powers of the Corporation

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

(a) the entering into of an agreement with a person or corporation to provide professional management for the property. The management agreement shall be in a form acceptable to the Board;

(b) the authority to make a complaint under Section.40 of the *Assessment Act*, or any successor thereof, on behalf of the owners;

(c) the mediation and/or arbitration of those matters set out in the Act or any contract or agreement to which the Corporation is a party;

(d) to authorize and include in the budget for the Corporation for any fiscal year the amounts that the board of directors in its discretion decides it is necessary that the Corporation borrow; and

(e) the borrowing of such amounts in any fiscal year as the Board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a vote of the owners at a meeting duly called for that purpose or as required by the Act.

Article 6 – NOTICE

6.1 Notice to Owner/Mortgagee

Subject always to any specific provision to the contrary in the Act, any notice, communication or other document, including budgets and notices of assessment required to be given or delivered by the Corporation to any owner or mortgagee shall be sufficiently given if:

(a) delivered personally to the person to whom it is to be given; or

(b) sent by prepaid ordinary mail addressed to the person at the address shown on the record of the Corporation; or

(c) sent by facsimile transmission, electronic mail or any other method of electronic communication if the person agrees in writing that the party giving the notice may give the notice in this manner; or

(d) delivered at the person's unit or at the mail box for the unit, unless the person giving the notice has been advised in writing by the person that delivery is not to be effected in this manner or the address for service on the record of the Corporation is not the address of the unit of the person.

6.2 Delivery

Any notice, communication or other document to be given by the Corporation to any mortgagee will be given or delivered to such person in the manner provided by law.

6.3 Alternate Methods of Communication

Any notice, communication or document shall be deemed to have been received:

(a) when it is delivered personally or delivered to the latest address shown on the record; or

(b) when it has been deposited in a post office or public letter box; or

(c) when it is sent by means of facsimile transmission, electronic mail or any other method of electronic communication when accepted by fax or when delivered to the appropriate communication company or agency or its representative for dispatch.

6.4 Registration of Ownership

The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he/she has become an owner or to any mortgagee who has not notified the Corporation that he/she has become a mortgagee and has been authorized or empowered in his/her mortgage to exercise the right of the mortgagor to vote.

6.5 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 sent by registered mail addressed to the President or Secretary of the Board or Corporation at the address for service of the Corporation set out in the declaration, or such other address for service that has been amended and registered in accordance with the Act.

6.6 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.

6.7 Notices of Meetings

At least fifteen (15) days' written notice of each meeting of the owners of the Corporation specifying the place, the date and the hour thereof and the nature of the business to be presented shall be given to each owner and to each mortgagee or chargee entitled to vote who is entered on the register twenty (20) days before the date of the meeting.

Article 7 - BOARD OF DIRECTORS

7.1 Duties

(a) The affairs of the Corporation shall be managed by the Board; and

(b) The Board shall have the obligation to perform all of the duties of the Corporation; however, the Board may delegate certain specific duties to the manager by duly enacted resolution and pursuant to the terms of any management agreement.

7.2 Quorum

The number of directors shall be five (5) of whom three (3) 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.

7.3 Qualifications

Qualification for election to the Board shall be governed by the following:

(a) each director shall be eighteen (18) or more years of age;

(b) no undischarged bankrupt or mentally incompetent person shall be elected as a director;

(c) no person whose unit has a certificate of lien registered against his/her unit, pursuant to the *Condominium Act, 1998*, shall be elected as a director;

(d) no person who is not an owner of a unit or or the spouse of an owner who does not reside in a unit in the Corporation shall be elected as a director, and shall cease to be a director when these qualifications are not met; or

(e) a person who is elected or appointed a director is not a director unless,

(i) he/she was present at the meeting when he/she was elected or appointed and did not refuse at the meeting to act as a director; or

(ii) when he/she was not present at the meeting when he/she was elected or appointed, he/she consented to act as a director in writing before his/her election or appointment or within ten (10) days thereafter.

7.4 Disqualification

A person immediately ceases to be a director if:

(a) the person becomes an undischarged bankrupt or a mentally incompetent person;

(b) a certificate of lien has been registered against a unit owned by the person and the person does not obtain a discharge of the lien within 90 days of the registration of the lien; or

(c) the board member no longer owns a unit or resides in a unit, as provided for in S.7.3(d) above.

7.5 Election and Term

Subject to the Act,

(a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owner's held to elect directors, two directors shall be elected to hold office for a term of one (1) year, and two directors shall be elected to hold office for a term of two (2) years, and one director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. The director or directors receiving the greater votes shall complete the longest term, and where the election is to replace resigning directors(s) the person(s) received the greater votes shall complete the longest remaining term or terms of the resigning director(s). At each annual meeting the number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years. Where the Board is elected by acclamation, the directors at their first board meeting shall determine the distribution of terms. Directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act.; and

(b) Election to the Board shall be by written ballot.

7.6 Calling of Meetings

(a) Meetings of the Board shall be held from time to time at such place and at such time and on such day as either the President or a Vice-President who is a director, or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a director or by any two directors. Notice of any meeting shall be given personally by ordinary prepaid mail or telegraph or by telephone to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present or if those absent waive notice of or otherwise signify in writing their consent to the holding of such meeting;

(b) 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 the resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith by ordinary prepaid post after being passed, but no other notice shall be required for any such regular meeting; and

(c) A meeting of the directors may be held by teleconference or other form of electronic communication that allows the directors to participate concurrently if all the directors agree.

7.7 Declaration of Interest

(a) The provisions in the Act relating to the declaration of interest of any director in any contract or arrangement entered into by or on behalf of the Corporation shall be followed and complied with; and

(b) In addition, the Board shall, prior to voting on any contract in which another director is interested, obtain at least two (2) other independent bids from other contractors to supply or provide the same supplies or services to the Corporation.

7.8 Indemnification of Directors and Officers

No director or officer of the Corporation shall be liable for:

(a) the Acts, neglect or default of any other director or officer;

(b) any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation;

(c) the insufficiency or deficiency of any certificate or instrument in or upon which any of the monies of the Corporation shall be invested, provided always that the investment certificate or instrument conforms with the provisions of the Act;

(d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, certificates, term deposits, instruments or effects of the Corporation shall be deposited;

(e) any loss occasioned by an error of judgment or oversight on his/her part provided the Board member has acted in accordance with his/her obligations and duties pursuant to the Act; or

(f) any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his/her office or in relation thereto;

unless the same shall happen through his/her own dishonest or fraudulent act or acts, bad faith, or wilful misconduct.

7.9 Indemnity of Directors and Officers

Every director or officer of the Corporation and his/her heirs, executors, successors and assigns, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

(a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him or her for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in or about the execution of the duties of his/her office; and

(b) all other costs, charges and expenses which he/she properly sustains or incurs in or about or in relation to the affairs of the Corporation;

unless the same shall happen through his/her own dishonest or fraudulent act or acts, bad faith, or wilful misconduct.

7.10 Consents

Any consent required under the provisions of the Act, the declaration, the by-laws or the rules shall be given by the Board in writing after a resolution for same has been passed.

7.11 Execution of Instruments

(a) 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;

(b) Subject to the Act and the declaration but notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may by resolution at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, assignment, contract, cheque or obligation or any class of deed, transfer, assignment, contract, cheque or obligation of the Corporation may or shall be signed;

(c) Any member of the Board, or by resolution of the Board, any authorized agent may execute a status certificate and cause the corporate seal to be affixed thereon provided there is delivered with the certificate a statement under the signature of the authorized agent that he/she has examined the records and confirms that the particulars set out in the certificate are accurate; and

(d) The manager, any two members of the Board or the Corporation's solicitor may execute a notice of lien or discharge of lien.

Article 8 - OFFICERS

8.1 Election of President

At the first meeting of the Board after each election of directors the Board shall elect from among its members a President. In default of such election the then incumbent President, if a member of the Board, shall hold office until his/her successor is elected.

8.2 Appointed Officers

From time to time the Board shall appoint a Secretary and may appoint one or more Vice-Presidents, 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.

8.3 Term Of Office

In the absence of written agreement to the contrary, officers shall hold office until removed by the Board. Provided always that officers shall adhere to and be governed by the same qualifications as hereinbefore applied to directors pursuant to Articles 6.3 and 6.4. Officers shall have such authority and perform such duties as the Board may, from time to time determine that are consistent with the Act, and the declaration and by-laws of the Corporation.

8.4 President

The President shall:

(a) be the chairperson at all meetings of the Board and of the owners or designate the chairperson at all such meetings;

(b) have one vote (only) at all meetings of the Board;

(c) co-ordinate the activities of the remaining members of the Board and officers;

(d) in the absence of a resolution of the Board specifying another officer, deal directly with the property manager and corporate solicitor in all areas of concern; and

(e) direct the enforcement of the Act, the declaration, the by-laws and the rules and regulations of the Corporation by all lawful means at the Board's disposal.

8.5 Secretary

The Secretary shall:

(a) give or cause to be given all notices required to be given to the owners, directors, mortgagees and all others entitled thereto pursuant to the Act or the declaration, by-laws or rules or any contracts to which the Corporation is a party;

(b) attend all meetings of the directors and of the owners;

(c) enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings;

(d) be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation. This does not require the Secretary to keep these documents in his/her personal custody; and

(e) cause to have the by-laws registered and notice of the by-laws and of the rules and regulations to be sent to all owners and mortgagees as required by the Act.

8.6 Treasurer

The Treasurer shall:

(a) prepare, in consultation with the property manager, the annual budget together with the annual financial statements to be presented to the owners at the annual general meeting;

(b) prepare, in consultation with the property manager and others as selected by the Board, a Reserve Fund Plan, if required; and

(c) prepare, in consultation with those selected by the Board, an investment plan for the Corporation's funds.

8.7 Committees

(a) In order to assist the Board in managing the affairs of the Corporation, the Board may from time to time constitute such advisory committees to advise and make recommendations to the Board in connection with the Activities, management, budgets, house rules, or any other matter related to the common elements or any other property to which the Condominium Corporation has any rights or shares or obligations; and

(b) The members of such committees shall be appointed by the Board to hold office and may be removed at any time by resolution of the Board.

Article 9 - MEETINGS OF THE OWNERS

9.1 Annual Meetings

(a) The annual meeting of the owners shall be held within the City of Toronto at such time and on such day in each year as the Board may determine, for the purpose of hearing and receiving the reports and statements required to be read at and laid before the owners at an annual meeting; electing directors; and for the transaction of such other business as may properly be brought before the meeting; and

(b) The annual meeting is to take place no later than six (6) months following the end of the Corporation's fiscal year.

9.2 Special Meetings

The Board shall have the power at any time to call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

9.3 Persons Entitled to be Present

The only persons entitled to attend a meeting of owners shall be:

(a) the owners and mortgagees entered on the record and who are entitled to receive notice of and entitled to vote at the meeting in accordance with the Act;

(b) any other person entitled to vote thereat;

(c) 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; and

(d) any other person on the invitation of the Chairperson of the meeting or with the consent of the meeting.

9.4 Quorum

A quorum for the transaction of business at a meeting of the unit owners is those owners who own together at least 25% of the units. If a quorum be not present within a reasonable time after the time appointed for the holding of any meeting of the owners (such reasonable time to be determined by the Chairperson of the Meeting) the meeting shall be adjourned and the Board shall call a further meeting of the owners in accordance with the Act.

9.5 Voting

(a) At each meeting of owners, subject to the provisions of the Act , every owner shall be entitled to vote who is entitled to receive notice of the meeting and is not in arrears of common expenses;

(b) If the unit has been mortgaged and the right to vote has been given to the mortgagee, the owner (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof;

(c) In the event the mortgagee has notified the Corporation and the owner of the mortgagee's intention to exercise such right at least four (4) days before the date specified in the notice of meeting, the mortgagee or the mortgagee's proxy may exercise the right to vote;

(d) Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he/she may deem sufficient;

(e) The Chairperson shall not, in the case of a tie, cast a deciding vote; and

(f) Unless otherwise provided by the Act, the declaration or the by-laws, any vote shall be decided by a majority vote of those owners present in person or by proxy at a meeting called for the purpose of holding such vote.

9.6 Method of Voting

(a) At any annual or special meeting any question may be decided by a show of hands. A declaration by the Chairperson that such question has by a show of hands been carried, is prima facie proof of the fact without further proof of ownership of the votes cast in favour of such question;

(b) A vote for the election of directors shall be by ballot only;

(c) Anyone, who has a right to vote, may demand a vote by ballot and upon such demand the vote shall be a ballot vote unless the demand is withdrawn before the ballots are distributed;

(d) All voting by owners shall be on the basis of and in accordance with the Act; and

(e) When all ballots have been deposited into the ballot box the scrutineers shall then tabulate the votes for and against the matter being voted upon. In the event the vote is not decided by the votes cast, the Board shall collect any outstanding ballots until the vote is conclusive either in favour of or against.

9.7 Proxies

Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing, in the form prescribed by the Act and signed by the appointor or his/her attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of (or scrutineers at) the meeting before any vote or in accordance with procedures established by resolution of the Board.

9.8 Representatives

An executor, administrator, committee of a mentally incompetent person, guardian, trustee or representative of a Corporation, upon filing with the Secretary of the meeting sufficient proof of his/her appointment shall represent the owner or mortgagee at all meetings of the owners and may vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions relating to co-owners shall apply.

9.9 Co-Owners

If a unit or a mortgage on a unit is owned by two (2) or more persons, any one (1) of them present or represented by proxy may in the absence of the other or others vote, but if more than one (1) of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted. Where a unit is owned by more than two (2) persons, any one (1) owner may vote, but if there is a dispute, the majority of the owners shall decide how the vote is to be exercised.

Article 10 - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

10.1 Assessment of Common Expenses

(a) All expenses, charges and costs of maintenance, repair or replacement of the common elements and the assets of the Corporation and any other expenses, charges or costs which the Board may incur or expend pursuant to its duties shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the declaration or in accordance with the provisions of the Act and/or the declaration; and

(b) The Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board should allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the declaration.

10.2 Reserve Fund

(a) The Board shall establish and maintain (a) reserve fund(s) in accordance with the Act; and

(b) The reserve fund(s) shall be kept in a separate interest bearing account with any Province of Ontario Savings Office or any chartered bank or trust company branch or any other institution in accordance with the Act.

10.3 Extraordinary Expenditures

Any expenditure not contemplated in the budget and for which the Board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment, by the Board serving notices of such further assessment on all owners which shall include a written statement setting out the reasons for the extraordinary assessment.

10.4 Delivery of Assessments

(a) The Board shall give notice to all owners of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the record; and

(b) Extraordinary assessments shall be payable by each owner within ten (10) days after the delivery of notice thereof to such owner, unless a further period of time has been determined by resolution of the Board and set out in such notice.

10.5 Owners' Obligations to pay Assessments

(a) Each owner shall be obliged to pay to the Corporation the full amount of such annual assessment within ten (10) days after the delivery or mailing of the notice of the annual assessment to the owner. Notwithstanding that common expenses are payable annually, the Board may by resolution permit owners to make their common expense payments in twelve (12) equal monthly instalments. Upon receipt of a request from and for the express convenience of the owner, the Board may adopt, by resolution, a pre-authorized payment or similar plan for the convenience of the owners, provided always that upon cancellation of the plan or any default occurring on the part of the owner, the balance of the annual assessment together with interest accruing thereon from the date of default at the rate specified in this by-law shall become immediately due and payable to the Corporation; and

(b) If the Board of Directors enacts a resolution requiring owners to pay their common expense payments either by pre-authorized chequing or by post-dated cheques, the owners shall arrange for the payment of their proportionate shares of the common expenses by means of a pre-authorized chequing or other similar plan approved by the Board. Where the Board approves a pre-authorized chequing plan the Corporation shall be entitled to debit the bank account of the owner each month to collect one-twelfth (1/12) of the annual assessment. The acceptance by the Board of this alternate method of payment by the owner does not constitute a waiver of the owner's obligation to pay his/her proportionate share of the annual assessment as hereinbefore provided and, where the owner fails to ensure that the Corporation is able to make automatic monthly deductions from the owner's bank account or where the owner terminates the plan or there are insufficient funds in the account to cover the automatic deduction, the then unpaid balance of the owner's assessment for the year shall become immediately due and payable together with interest thereon calculated in accordance with this by-law until paid. The Board may, by resolution, authorize such alternate methods of payment as it may reasonably determine provided always that any such method of payment shall apply consistently to and for the convenience of all owners.

10.6 Default in Payment of Assessment

(a) Arrears of payment required to be made under the provisions of this Article 10 shall bear interest at the rate of four (4) percentage points above the minimum lending rate charged by the Corporation's Bank on Canadian currency loans made by it to prime commercial borrowers in Canada effective as of the date the owner has fallen into arrears and to be varied from time to time in accordance with changes in the said minimum lending rate until payment has been received in full from the owner. Interest at the aforesaid rate shall be charged from time to time on the unpaid balance of common expenses plus unpaid interest and any legal costs incurred by the Corporation in the collection or attempted collection of the unpaid amount and interest shall be charged upon the aggregate total amount monthly and shall be compounded monthly until paid; and

(b) In any collection or attempted collection proceedings, including lien proceedings and/or sale or other court proceeding instituted by the Corporation to collect common expenses, or other amounts deemed to be common expenses, from the owner, there shall be added to any amount found due all legal costs as between a solicitor and his/her own client and any disbursements incurred in such action.

Article 11 - MISCELLANEOUS

11.1 Invalidity

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

11.2 Waiver

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

11.3 Headings

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

11.4 Amendment

This by-law or any part hereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act and the declaration.

11.5 Conflicts

(a) In the case of a conflict between the provisions of the Act and any provision in the declaration, by-laws or rules and regulations, the Act shall prevail;

(b) In the case of a conflict between the provisions in the declaration and any provision in the by-laws or rules and regulations, the declaration shall prevail, unless the by-law or rule has been amended after the registration of the declaration as provided for in the Act; and

(c) In the event the provisions of the Act or in the declaration are silent the provisions of the by-laws shall prevail.

WITNESS the corporate seal of the Corporation this ____________ day of ____________,200_____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ______

Per: ____________________________
Name
Title:

Per: ____________________________
Name
Title:

I have authority to bind the Corporation

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. …….. (known as the "Corporation") certifies that:

1. The copy of By-law Number 1, attached as Schedule A, is a true copy of the By-law.

2. The By-law was made in accordance with the *Condominium Act, 1998*.

3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this …………….. day of ………………………., 200……

Toronto Standard
Condominium Corporation No. ……..

…………………………………

(signature)

…………………………………

(print name)

…………………………………

(signature)

…………………………………

(print name)

I/We have authority to bind the Corporation.

SUCCESS TOWER AT PINNACLE CENTRE
TOWER C
TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

BY-LAW NO. 2

A by-law respecting the assumption of an easement, ownership and cost sharing agreement (the "**Shared Facilities Agreement**") entered into between Toronto Standard Condominium Corporation No. 1788 and the Declarant, on its own behalf as owner of the Retail Structure, the Future Retail Components (inclusive of the Pinnacle Garage Lands) and on behalf of the Future Phase Components (all as defined in the Shared Facilities Agreement) which Shared Facilities Agreement is dated August 24, 2006, and a copy of which is annexed hereto.

WHEREAS the common elements and units of this Condominium form an integral part of the overall development on the Lands, the various components of which are inter-related, to the extent set out in the Shared Facilities Agreement, with the current and future parties who will enter into the Shared Facilities Agreement during the stages of construction of the overall development;

AND WHEREAS the Declaration of this Corporation requires this Corporation to assume the Shared Facilities Agreement.

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. __________ (the "**Corporation**") as follows:

1. The Corporation be and it is hereby authorized to assume the Shared Facilities Agreement with the the Declarant insofar as it pertains to this Condominium and to execute any further documents or other assurances (inclusive of the assumption agreement substantially in the form annexed hereto) with the Declarant, its successors and assigns, the Retail Structure, the Future Retail Components, the Future Phase Condominiums and the Pinnacle Garage Lands, as may be required from time to time to give effect to the provisions of the Shared Facilities Agreement.

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

3. That the President or the Vice-President be and either of them is hereby authorized to execute, on behalf of the Corporation, the Shared Facilities Agreement together with all other documents or instruments including but not limited to the granting and acceptance of easements which form part or which are ancillary to the said Agreement. The affixing of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

WITNESS the corporate seal of the Corporation this ______ day of _____________, 200___.

TORONTO STANDARD
CONDOMINIUM CORPORATION NO.

Per: ________________________________
President c/s

Per: ________________________________
Director c/s
I/We have authority to bind the Corporation

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. …….. (known as the "Corporation") certifies that:

1. The copy of By-law Number 2, attached as Schedule A, is a true copy of the By-law.

2. The By-law was made in accordance with the *Condominium Act, 1998*.

3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this …………….. day of ……………………….., 200…….

Toronto Standard
Condominium Corporation No. ……..

…………………………………….
(signature)

…………………………………….
(print name)

…………………………………….
(signature)

…………………………………….
(print name)

I/We have authority to bind the Corporation.

ASSUMPTION AGREEMENT

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

To: Toronto Standard Condominium Corporation No. 1788
And To: Toronto Standard Condominium Corporation No. 1834
(the "**Benefitting Parties**")

And To: Pinnacle International (Bay St.) Ltd. (the "**Declarant**").

WHEREAS the Corporation is required to assume the Shared Facilities Agreement, dated August 24, 2006 entered into between Toronto Standard Condominium Corporation No. 1788 and the Declarant, and as assumed by Toronto Standard Condominium Corporation No. 1834, (the "**Assumed Agreement**");

NOW THEREFORE this Agreement witnesseth in consideration of the mutual covenants and agreements hereinafter set forth and of further good and valuable consideration and the sum of Ten Dollars ($10.00) of lawful money of Canada, paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

1. The Corporation hereby agrees to assume and be bound by all of the covenants, agreements and ongoing obligations of an owner pursuant to the Assumed Agreement in the same manner as if the Corporation were an original signatory thereto.

2. The Corporation further agrees to indemnify and save harmless the Declarant from any and all claims, causes of action, damages and costs whatsoever arising from or in respect to any breach or default by this Corporation of the obligations of an owner as set forth in the Assumed Agreement, and of its obligations to the Declarant under this Agreement.

3. The Corporation covenants and agrees to provide to the Declarant and the Benefitting Parties forthwith upon request of any of them, any and all further written assurances regarding the assumption of the assumed obligation by this Corporation at no cost to the Declarant.

Dated this __________ day of ________________, 200___.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ________

Per: ______________________________
President

Per: ______________________________
Director
We have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1788

Per: ______________________________
President

Per: ______________________________
Director
We have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1834

Per: ______________________________
President

Per: ______________________________
Director
We have authority to bind the Corporation

PINNACLE INTERNATIONAL (BAY ST.) LTD.

Per: ______________________________
Michael DeCotiis, President
I have authority to bind the Corporation

PINNACLE CENTRE

SHARED FACILITIES AGREEMENT

THIS AGREEMENT made this 24th day of August, 2006.

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1788 a condominium corporation created by the registration of a declaration and description on the 15th day of August, 2006, in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as Instrument No. AT1226837

(the "**Phase I Condominium**")

OF THE FIRST PART

- and -

PINNACLE INTERNATIONAL (BAY ST.) LTD. as owner of the Retail Structure and Pinnacle Garage Lands, and as owner of the Future Phase Lands until registration of condominium corporations thereon and thereafter the condominium corporations registered on such lands

(the "**Declarant**")

OF THE SECOND PART

WHEREAS the Declaration of the Phase I Condominium has been registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as Instrument No. AT1226837 creating the Phase I Condominium plan legally known as Toronto Standard Condominium Plan No. 1788.

AND WHEREAS the Declarant intends but is not obliged to develop and construct additional condominium buildings on the Future Phase Lands (as hereinafter defined) and to register same as separate condominium corporations (hereinafter referred to collectively as the "**Future Phase Condominiums**").

AND WHEREAS the Declarant intends but is not obliged to develop and construct the Retail Structure and the Commercial Parking Garage to be situate upon the Pinnacle Garage Lands.

AND WHEREAS the parties have entered into this Agreement for the purposes of providing for the mutual use, maintenance, repair, replacement, governance and cost-sharing of certain of the Shared Facilities, the Easements and the Shared Services which will serve and benefit the parties hereto.

IN CONSIDERATION OF the mutual covenants herein contained, and for other good and valuable consideration and the sum of Ten Dollars ($10.00) now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree each with the others as follows:

I. <u>DEFINITIONS</u>

1. In this Agreement, unless a contrary intention is expressed, the following terms shall have the following meanings:

(a) "**Acceptable Standards**" shall mean:

(i) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and by-laws;

(ii) with respect to any landscaped/grassed area: appearing to be properly cultivated/tended, suitable for its intended purpose(s) and in compliance with all applicable laws, regulations and by-laws; and

(iii) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards maintained by a prudent owner of a comparable building of comparable age and with regard to the Daycare Facility (hereinafter defined) to the standards required and set out in the Daycare Lease (hereinafter defined).

(b) **"Act"** shall mean the Condominium Act, 1998, S.O. 1998 C.19, as amended.

(c) **"ADR"** means the Alternative Dispute Resolution provisions in accordance with Section XVI of this Agreement.

(d) **"Allocated Share"**, with respect to an Owner (as hereinafter defined) shall mean the proportion of the costs of the Shared Services (as hereinafter defined) to be borne by that Owner pursuant to Section VIII of this Agreement and/or Schedule B.

(e) **"Common Foundation"** means the foundation structures for the Pinnacle Centre Buildings on the Lands which includes:

(i) the external walls and all supporting walls, pillars, columns and footings;

(ii) any wall or other vertical or horizontal structure (including chain-link fencing) on or adjacent to any border between the Lands of one Owner and those of another and so located either as a demarcation of such border or to support parts of the structures of the Pinnacle Centre Buildings or equipment servicing the structures, including side and cross beams;

(iii) all floors and roof slabs;

(iv) waterproofing membranes; and,

(v) any component of the Phase I Building, Retail Structure, Pinnacle Garage Lands and/or the Future Phase Buildings necessary for the support of any part(s) of each other.

(f) **"Daycare Facility"** means the premises comprising the Daycare Facility within Building B, the cost of operation, repair and maintenance of which constitute a Shared Cost.

(g) **"Daycare Lease"** means the lease to be entered into by the Declarant on behalf of the Phase I Condominium and the Future Phase Condominiums and to be assumed by the Phase I Condominium and the Future Phase Condominiums, or at the Declarant's option, by the Phase I Condominium.

(h) **"Development Agreements"** means any development, site plan or similar agreement entered into by the Declarant on behalf of an Owner(s) with any governmental authority dealing with any aspect of the Lands.

(i) **"Driveway Entrance"** means the private road and driveway entrance serving the Lands (inclusive of the entry/exit garage ramp providing access to the underground garage serving the various components within the Lands) including the traffic topping and road support systems, storm sewer drainage, curbs, road signage, lighting and shared garage ramp serving and benefiting the Lands collectively, the costs of operation, insuring, maintenance, repair and replacement of which constitute a Shared Cost.

(j) **"Easements"** means the easements referred to in Section IV hereof.

(k) **"Future Phase Buildings"** means that portion of the underground garages and the buildings comprising the Phase II Building, the Phase III Building and the Phase IV Building erected on portions of the Future Phase Lands.

(l) **"Future Phase Condominiums"** means the Phase II Condominium, the Phase III Condominium and the Phase IV Condominium.

(m) **"Future Phase Lands"** shall mean: the lands described as Part of Block 5 on said Registered Plan 655-E, designated as PARTS 1 to 8, inclusive, on Plan 66R-20856 and PARTS 1 to 4, inclusive, 9, 14 to 32 inclusive, 33 to 50 inclusive, 52 to 57 inclusive, on Plan 66R-22447.

(n) **"Future Retail Components"** means the lands and premises, including that portion of the Pinnacle Garage Lands immediately contiguous to the Future Retail Components, described as such in the Declaration of the Future Phase Condominiums.

(o) **"Insurance Policies"** shall mean the policies of property and liability insurance and/or self-insurance maintained as contemplated in clauses X.1(a), (b) and (c) of this Agreement.

(p) **"Insurance Trustee"** shall mean a Canadian chartered bank, a trust company registered under the Loan and Trust Corporations Act, an insurance adjuster, a quantity surveyor, a solicitor or any other reputable person or firm with considerable experience in settling claims arising from proceeds of insurance appointed pursuant to paragraph 2 of Section XI hereof.

(q) **"Lands"** shall mean the Phase I Lands and the Future Phase Lands taken collectively.

(r) **"Owner"** shall mean with respect to the Phase I Lands, the Phase I Condominium, and with respect to the Future Phase Lands, the owners or group of owners holding title to the Future Phase Lands, as the case may be, including their respective successors, in title, until such time as one or more condominiums are registered on portions of the Future Phase Lands whereupon the Owner(s) shall be the condominium corporations so created or the freehold owner, as applicable.

(s) **"Part"** when followed by one or more numerals, shall mean the Part of Lands as designated on the Reference Plan.

(t) **"Phase I Building"** means the building and that portion of the underground garage erected on the Phase I Lands.

(u) **"Phase I Lands"** shall mean Part of Block 5, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan 655-E, designated as PARTS 5, 6, 7, 8, 10, 11, 12, 13, 52 and 53 on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office as Plan 66R-22447.

(v) **"Phase I Retail Structure"** means the lands and premises, including that portion of the Pinnacle Garage Lands immediately contiguous to the Phase I Retail Structure, described as such in the Declaration of the Phase I Condominium.

(w) **"Phase II Building"** means the building and that portion of the underground garage erected on the Phase II Lands.

(x) **"Phase II Condominium"** means the condominium corporation to be created on the Phase II Lands.

(y) **"Phase II Lands"** shall mean Part of Block 5 on said Registered Plan 655-E, designated as PARTS 14, 16, 17, 18, 19, 33, 34, 35, 36, 37, 38, 46, 47, 48 and 49 on said Plan 66R-22447.

(z) **"Phase II Retail Structure"** means the lands and premises, including that portion of the Pinnacle Garage Lands immediately contiguous to the Phase II Retail Structure, described as such in the Declaration of the Phase II Condominium.

(aa) **"Phase III Building"** means the building and that portion of the underground garage erected on the Phase III and IV Lands.

(bb) **"Phase III Condominium"** means the condominium corporation to be created on the Phase III and IV Lands.

(cc) **"Phase III and IV Lands"** means, collectively, Part of Block 5 on said Registered Plan 655-E, designated as PARTS 1 to 8 inclusive on said Plan 66R-20856, save and excepting PARTS 52, 53, 54, 55, 56 and 57 on said Plan 66R-22447.

(dd) **"Phase III Retail Structure"** means the lands and premises, including that portion of the Pinnacle Garage Lands immediately contiguous to the Phase III Retail Structure, described as such in the Declaration of the Phase III Condominium.

(ee) **"Phase IV Building"** means the building and that portion of the underground garage erected on the Phase III and IV Lands.

(ff) **"Phase IV Condominium"** means the condominium corporation to be created on the Phase III and IV Lands.

(gg) **"Phase IV Retail Structure"** means the lands and premises, including that portion of the Pinnacle Garage Lands immediately contiguous to the Phase IV Retail Structure, described as such in the Declaration of the Phase IV Condominium.

(hh) **"Pinnacle Buildings"** means all of the buildings and underground garages.

(ii) **"Pinnacle Centre Buildings"** means the Phase I Building, the Phase II Building, the Phase III Building, the Phase IV Building and the Retail Structure (inclusive of the Pinnacle Garage Lands).

(jj) **"Pinnacle Centre Condominiums"** means the Phase I Condominium and the Future Phase Condominiums collectively.

(kk) **"Pinnacle Garage Lands"** means the below grade levels of the underground parking garage immediately adjacent to the Retail Structure and currently forming part of the Retail Structure.

(ll) **"Recreation Units"** means the recreation units within the Phase I Condominium and the Future Phase Condominiums and the amenities and facilities contained therein.

(mm) **"Reference Plan"** means the Reference Plan registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as 66R-22447.

(nn) **"Retail Structure"** means, collectively, as the context permits, the Phase I Retail Structure, Phase II Retail Structure, Phase III Retail Structure and the Phase IV Retail Structure, taken collectively.

(oo) **"Service Units"** means Unit 1, Level 1 (loading dock), Unit 4, Level 1 (garbage/recycling room), Unit 2, Level 1 (transformer room), Unit 3, Level 1 (electrical room), Units 2 and 3, Level A (sprinkler room units) and Unit 1, Level 41 (generator and diesel tank room), all being units within the Phase I Condominium and any service room units created within any of the Future Phase Condominiums intended to be in the shared ownership of the Phase 1 Condominium, the Future Phase Condominiums and/or the Retail Structure (or one or more of the same).

(pp) **"Servient Portion"** with respect to the Lands owned by an Owner or charged in favour of a mortgagee, shall mean the parts thereof subject to the Easements.

(qq) **"Shared Costs"** and/or **"Shared Cost"** shall include the costs of providing the Shared Services, as provided in Section VIII.1.

(rr) **"Shared Facilities"** shall mean the facilities described as such in Section VII.1 of this Agreement.

(ss) **"Shared Facilities Units"** means Unit 7, Level 1 (courtyard unit), Unit 75, Level 2 (recreation unit), Units 14 and 15, Level 5 (outdoor amenity units) and Unit 5, Level 1 (lobby unit) all being units within the Phase I Condominium and any shared facilities units created within any of the Future Phase Condominiums intended to be in the shared ownership of the Phase I Condominium and the Future Phase Condominium (or one or more of the same).

(tt) **"Shared Services"** shall mean the services for the Shared Facilities described in Section VII.2.

(uu) **"Turnover Date"** has the meaning set out in Section VII.9 of this Agreement.

II. RECITALS

The recitals hereinbefore set forth are true in substance and in fact.

III. FUTURE PHASE CONDOMINIUMS

1. Effect of Agreement

This Agreement shall be and remain in full force and effect and be binding upon the signatories hereto, notwithstanding that the Future Phase Condominiums are not in existence or do not come into existence with respect to the Future Phase Lands.

Upon the registration of a Declaration(s) under the Act in regard to the Future Phase Lands or any part thereof, the condominium corporation(s) so created will be deemed to have assumed the obligations of the Declarant. From and after such date the term "Future Phase Condominiums" as used in this Agreement will mean the Future Phase Condominiums so registered which will thereafter have all of the rights and obligations of the "Future Phase Condominiums" hereunder, and the term "Future Phase Condominiums" will not thereafter mean the Declarant which party shall be released and relieved of all obligation and liabilities hereunder in respect of the performance of the duties, covenants and agreements to be performed by the "Future Phase Condominiums

IV. EASEMENTS

1. The Lands of each of the Parties to this Agreement are subject to easements in favour of the other, their respective successors and assigns in title and their respective occupants, servants, assignees, contractors, employees, invitees and licensees as set out on the registered title of the Lands and to be created in the declarations creating the Future Phase Condominiums.

V. BENEFIT AND BURDEN

1. The parties hereto acknowledge to and covenant with each other that:

(a) the principles of reciprocal benefit and burden shall apply and as such each of the easements, rights and privileges referred to in this Agreement establishes a basis for the mutual and reciprocal use of certain parts of the Lands including the Shared Facilities which are included to be used and enjoyed by the Owners;

(b) as an integral and material consideration for the continuing enjoyment of and right to the use and enjoyment by each Owner of such easements, benefits and privileges, each Owner hereby accepts and agrees to assume the burdens and obligations imposed on it and agrees to be bound by each and every covenant contained in this Agreement;

(c) no Owner, unless its Lands are governed by the Act (in which case the provisions of paragraph V.7 of this Agreement shall apply), shall convey any interest in any part(s) of the Lands without obtaining from the grantee thereof a written covenant to be bound by the collective burden associated with such part(s) under this Agreement as described in clauses (a) and (b) hereof, including this paragraph V.1, and seeing the registration thereof on the title to the Lands.

2. The provisions of this Agreement are intended to run with the Lands benefited and burdened thereby, and shall be binding on and enure for the benefit of each of the parties hereto and their respective successors in title thereto.

3. Upon sale, transfer or conveyance by the Declarant or any subsequent transferee of any condominium unit within the Phase I Condominium or the Future Phase Condominiums, such transferor shall be automatically released and discharged pro tanto from any of the liabilities and obligations it would bear hereunder as the owner of such unit sold, transferred or conveyed, and it shall no longer be liable to the other parties for any breach of this Agreement caused or occurring subsequent to the date of such sale, transfer or conveyance relating to such unit; similarly, upon any sale, transfer or conveyance by the Declarant or any subsequent transferee of the Pinnacle Garage Lands, Phase I Retail Structure, Phase II Retail Structure, Phase III Retail Structure and/or Phase IV Retail Structure, such transferor shall be automatically released and discharged pro tanto from any of the liabilities and obligations it would bear hereunder as the owner of such lands sold, transferred or conveyed and it shall no longer be liable to the other parties for any breach of this Agreement causes or occurring subsequent to the date of such sale, transfer or conveyance relating to such lands; correspondingly, any subsequent purchaser of such unit/lands shall assume pro tanto such liabilities and obligations insofar as the burden of such liabilities are capable of passing to such person by operation of law, subject to paragraph 7 of this Section V.

4. No Owner shall:

(a) relocate, remove, replace, alter or damage any part of the Common Foundation or the soil, or any structure supporting same in any respect without the express written consent of the other Owners, which shall not be unreasonably withheld;

(b) do nor omit to do anything to impair any right of support granted in this Agreement, or to render unstable or unsafe any structure(s), foundation(s), supporting column(s), footing(s), wall(s) or roof or floor slab(s) of the other Owner which are independent of the Lands and/or the Pinnacle Centre Buildings of another Owner for support.

5. No Owner shall exercise any right of replacement in such a way as to substantially expand the dimensions of the structure or component thereby replaced, or as to place any non-trivial burden or greater burden, economic or otherwise, directly or indirectly, on another Owner's Lands and/or building, or as to cause the amount of the other Owner's Allocated Share to increase to any non-trivial extent, without another Owner's prior written consent, which shall not be unreasonably withheld if such expansion, burden or increase may be adequately compensated for monetarily without compromising what the other Owner fairly regards as its essential interests and said Owner legally binds itself to provide such compensation in the same manner as to payment (to the extent applicable) and enforcement as the payment of its own Allocated Share. Notwithstanding the foregoing, the Declarant (and its successor and assigns) shall not be subject to any requirement for consent of the Phase I Condominium or the Future Phase Condominiums or be found or deemed to have contravened this Section, or be subject to any costs as a result of the use of the amenities serving the Phase I Condominium and/or the Future Phase Condominiums for of the use by any guests of the Hotel Component (hereinafter defined).

6. The Phase I Condominium, the Retail Structure and the Future Phase Condominiums acknowledge that the Declarant (its successors and/or assigns) may construct a hotel (the **"Hotel Component"**) adjacent to the Phase IV Condominium and may register same as a separate condominium plan. All parties to this Agreement will provide any necessary (as determined by the Declarant) consents, authorizations and support for any committee of adjustment, re-zoning, site plan or similar municipal approvals which may be required to facilitate the construction of such Hotel Component, without cost or delay. In the event of construction of the Hotel Component, all necessary revisions will be effected to this Agreement to give effect to the recognition of the Hotel Component and its shared ownership of any Service Units or Shared Amenity Units as though it were an original signatory to this Agreement and to reflect the incorporation of the Hotel Component within the overall development as an integral component thereof, all without further cost or delay on the part of any party to this Agreement.

7. No Owner shall with respect to any existing or proposed condominium unit on any part(s) of the Lands:

   (a) deliver any Disclosure Statement pursuant to section 72 of the Act or any successor legislative provision, unless the provisions of this Agreement are set out therein; and

   (b) as a Declarant under the Act, make a conveyance thereof if such conveyance would cause the Owner to cease to be the registered owner of a majority of such units, unless it has caused the condominium corporation to take all necessary steps including the enactment of a by-law, for the execution of an agreement acknowledging the obligation of the condominium corporation to abide by the covenants set out in this Agreement and assuming the burden thereof, which agreement shall be registered against the title to the Lands of the condominium corporation and against the title to the other Owner's Lands and the other Owner shall execute any necessary documentation to register such agreement against its Lands.

VI. MAINTENANCE AND REPAIR

1. The Owners shall, in the manner contemplated by Sections VII, VIII and IX be responsible for governing and arranging for the maintenance, repair, restoration, reconstruction, replacement and inspection of the Shared Facilities to Acceptable Standards, and accordingly, in the manner contemplated in Sections VII and VIII for engaging all requisite contractors, servicemen, suppliers and others required therefor.

2. No Declaration registered against the Lands or any part thereof under the Act shall permit the owner of any condominium unit to maintain or repair any part of the common elements comprised within the Shared Facilities of the condominium corporation thereby created save and except maintenance of exclusive use common elements.

3. Each owner shall, subject to the performance of the role and responsibilities of the Shared Facilities Manager in respect of the operation, maintenance and repair of the Shared Facilities, and as more particularly described in Section IX, maintain, repair and replace components and servicing systems comprising its own portion of the buildings, all at its own cost and expense, and all to Acceptable Standards.

4. Any permitted rights of access in favour of any party to this Agreement into the Retail Structure (inclusive of the Pinnacle Garage Lands) shall be restricted to access between the hours of 7:00 a.m. to 10:00 a.m. on weekday mornings, except in the case of an emergency so as not to hinder or disrupt the proper functioning and operation of the businesses to be carried out upon the lands comprising the Retail Structure and the Pinnacle Garage Lands.

VII. PROVISIONS OF SHARED USE OF SHARED FACILITIES

1. The following shall be the Shared Facilities referred to in this Agreement for which the Shared Services shall be supplied:

(a) those parts of the HVAC, electrical and mechanical systems, energy management system, water main service and pumps, sanitary drainage system, storm drainage system, water service, fire line and sprinkler system, Bell Canada service, and all other systems or services situate in the buildings comprising the Pinnacle Centre Condominiums, and the Retail Structure (including of the Pinnacle Garage Lands) if any, excluding any equipment (including connecting cables/conduits and pipes) benefiting solely the Lands and or buildings of only one Owner and practicably distinguishable from Shared Facilities;

(b) the Service Units;

(c) the Shared Facilities Units;

(d) the Daycare Facility (including, without limitation, the obligations contained within the Daycare Lease);

(e) the Driveway Entrance; and,

(f) the obligations and undertakings set out in any development, site plan and similar agreement, including, without limitation, the site plan agreement, amending site plan agreement and the transfers of easement pertaining to the Gardiner Easement and Public Walkway Easement and all ongoing maintenance, repair and indemnification obligations contained therein.

2. The Shared Facilities shall be maintained, repaired, improved, altered and replaced by the Shared Facilities Manager on behalf of the Phase I Condominium, Future Phase Condominiums and the Retail Structure as provided for in this Agreement.

3. The Shared Services include, without restricting the generality of the foregoing:

(a) maintenance and repair, including renovation or reconstruction as necessary, of the Shared Facilities to ensure that same are and will operate in accordance with Acceptable Standards, and, in the case of the Daycare Facility to the standards set out in the Daycare Lease and if standards are not set out therein, then to Acceptable Standards and, in the case of the Gardiner Easement and Public Walkway Easement to the standards set out in the site plan agreement and/or amending site plan agreement and/or the easements themselves and if standards are not set out therein, then to the Acceptable Standards;

(b) preparation and setting of annual budgets with respect to all Shared Services and Shared Facilities and all matters related thereto;

(c) the continual appoint of the Shared Facilities Manager and the obtaining of any professional services, consultants, opinions, reports and advice with respect to the operating, maintenance and/or repair of the Shared Facilities (or any portion thereof);

(d) snow removal of the Driveway Entrance serving the Pinnacle Centre Buildings and the courtyard units servicing the Phase I Condominium and the Phase II Condominium;

(e) exterior lighting and exterior grounds maintenance, including snow removal of the driveway entrance;

(f) all operating and other costs, inclusive of realty taxes, business taxes and local improvement rates; pertaining to the Daycare Facility, as set out in the Daycare Lease; and,

(g) utility consumption for the Shared Facilities, where applicable.

4. All Shared Services shall be provided expeditiously in a good and workmanlike manner without unnecessary interference with the normal use of the Lands and/or building thereby affected or with the benefit of the Easements appurtenant thereto, and where

performed by contract with others the contract price shall be competitive except in an emergency in which time did not permit competitive selection.

5. The Owner of the Lands upon which Shared Facilities are located shall promptly notify the owner of the other Lands of any maintenance, repair or other attention required of which it becomes aware.

6. Each Owner shall provide the other Owner in writing with the name(s) and telephone number(s) of its liaison personnel for the purposes of notification in case of emergency.

7. Notwithstanding the transfer of ownership of the Service Units and the Shared Facilities Units from the Declarant to the Phase I Condominium and the Future Phase Condominiums, until completion of the Declarant's sales/marketing program involving the conclusion of the sales (proposed or registered) of dwelling units in the Pinnacle Centre Condominiums, the Declarant, its sales staff, agents, employees and invitees shall have the continued right of access to inspect and view and use such units, without fee or charge, and any other portion of the Shared Facilities as part of its marketing/sales program, including a sales/rental/administrative office, advertising signage and displays and model suites for display purposes as the Declarant may select. The Declarant shall not be charged for the use of such areas nor for any utility supplied thereto, nor shall the Pinnacle Centre Condominiums (or anyone on their behalf) prevent or interfere with the Declarant's right of access and use of such Shared Facilities in the manner as aforesaid, it being acknowledged and agreed that it is in the ultimate best interests of all parties to this Agreement that the Declarant successfully complete its marketing/sales programs for the Pinnacle Centre Condominiums.

Without limiting the generality of the foregoing, the Phase I Condominium and the Future Phase Condominiums acknowledge and confirm the provisions of the Disclosure Statements delivered by the Declarant, its successors or assigns, at the time of sale of units in the Phase I Condominium and the Future Phase Condominiums, and the provisions of their respective declarations, in which the Declarant advised of the possibility of the Hotel Component being constructed adjacent to (a) portion(s) of one or more of the Future Phase Condominiums and that the guests of such hotel component(s) will have the right to the use and enjoyment of the amenities situate within the Phase I Condominium and the Future Phase Condominiums, inclusive of the Shared Facilities Units, at no cost. Each of the Phase I Condominium and the Future Phase Condominiums covenant and undertake to ensure that no owners or occupants hinder, disrupt or in any way inconvenience the access to and use of the amenities by the guests of the Hotel Ccomponent, all without fee or cost.

8. The Pinnacle Centre Condominiums acknowledge and agree that during the construction and development of the Future Phase Condominiums, the Retail Structure and the Pinnacle Garage Lands (inclusive of the Hotel Component) it may be necessary in the sole and absolute discretion of the Declarant to close, temporarily, the Shared Facilities Units and Service Units and/or to remove portions thereof or to temporarily remove or close off portions of the Shared Facilities Units and Service Units (and, if applicable portions of the underground garages within any of the Pinnacle Centre Buildings), as applicable. The Pinnacle Centre Condominiums, as the context may require, hereby grant and convey to the Declarant a temporary easement, without fee or compensation, for such purposes and covenant to fully co-operate with and to support the Declarant in its development and construction of the Pinnacle Centre Condominiums, recognizing that during such construction there will be noise, dust, vibration and inconvenience relating to such construction. The Pinnacle Centre Condominiums agree not to object to such construction nor claim such construction or any resulting noise, dust, vibration as an inconvenience or nuisance with any relevant governmental authorities. The Declarant agrees that upon completion of any such construction, that it will restore any areas affected by such construction to their original or comparable condition prior to the commencement of such construction. The Pinnacle Centre Condominiums agree with the Declarant not to object, whether before any relevant governmental authority with regard to any approval, development or redevelopment of the Future Phase Lands and any other lands owned or controlled by the Declarant within the general vicinity of the Pinnacle Centre Condominiums. Provided that the Declarant exercises reasonable care and

diligence in carrying out any construction within the said lands in compliance with applicable by-laws, regulations and ordinances, the Pinnacle Centre Condominiums (or any one of them) agree not to object to such construction and to co-operate with the Declarant to facilitate such construction which may include, for example, the operation of a construction crane and swing above some portion of the Future Phase Lands and the Pinnacle Centre Condominiums agree not to claim that such construction or any resultant noise, dust or vibration constitutes a nuisance with any relevant governmental authority.

9. The Declarant shall remain the owner of the Service Units and Shared Facilities Units until the Turnover Date, within thirty (30) days after which the Declarant shall convey an equitable co-ownership interest in the Service Units and Shared Facilities Units to the Owners as tenants in common in the manner set out immediately below and thereafter no co-owner of a Service Unit or Shared Facilities Unit shall pledge, assign, transfer or mortgage its co-ownership interest in a Shared Facilities Unit or Service Unit without the prior written consent of all other parties to this Agreement and, in particular, the other co-owners for the applicable Service Units and/or Shared Facilities Units.

Similarly, the Declarant shall remain the owner of any service units and/or shared facilities units contained within any of the Future Phase Condominiums and which are intended to be in the shared ownership of one or more components of the overall Lands and all necessary amendments will be effected to this Agreement to reflect such additional service units and/or shared facilities units.

For the purposes of this subsection 9, the "Turnover Date" shall be that date which is thirty (30) days following the registration of the last of the condominium corporations comprising the Future Phase Condominiums, or such earlier date as determined by the Declarant in its sole discretion.

Notwithstanding any provision to the contrary in this Agreement, in the event that the Declarant determines, in its sole discretion, and in consultation with its project consultants, that the Hotel Component should be a co-owner of any of the Service Units and/or Shared Facilities Units then the owners of such applicable Service Units and/or Shared Facilities Units shall, within thirty (30) days of written request of the Declarant, and without cost, convey an equitable co-ownership interest in the Service Units and/or Shared Facilities Units.

A. Service Units

Unit and Level	Ownership
Unit 1, Level 1 (loading dock)	Phase I Condominium, Phase II Condominium and the Retail Structure
Unit 4, Level 1 (garbage/recycling room)	Phase I Condominium, Phase II Condominium and the Retail Structure
Unit 2, Level 1 (transformer)	Phase I Condominium, Phase II Condominium, Phase III Condominium, Phase IV Condominium and Retail Structure
Unit 3, Level 1 (electrical room)	Phase I Condominium, Phase II Condominium, Phase III Condominium, Phase IV Condominium and Retail Structure
Unit 2, Level A (sprinkler room)	Phase I Condominium, Phase II Condominium, Phase III Condominium, Phase IV Condominium and

	Retail Structure
Unit 3, Level A (sprinkler room)	Phase I Condominium, Phase II Condominium, Phase III Condominium, Phase IV Condominium and Retail Structure
Unit 1, Level 41 (generator and diesel tank room)	Phase I Condominium, Phase II Condominium, Phase III Condominium, Phase IV Condominium and Retail Structure

B. Shared Facilities Units

Unit and Level	Ownership
Unit 7, Level 1 (courtyard unit)	Phase I Condominium and Phase II Condominium
Unit 75, Level 2 (recreation unit)	Phase I Condominium, Phase II Condominium, Phase III Condominium and Phase IV Condominium
Units 14 and 15, Level 5 (outdoor amenity unit)	Phase I Condominium, Phase II Condominium, Phase III Condominium and Phase IV Condominium
Unit 5, Level 1 (lobby unit)	Phase I Condominium and Phase II Condominium.

10. Notwithstanding the provisions of Section VII.9 above, the Declarant shall convey the following units to the following entities within the time frame set out below:

(a) Unit 7, Level 1 (courtyard unit) and Unit 5, Level 1 (lobby unit) within ninety (90) days following registration of the condominium plan and description creating the Phase II Condominium; and

(b) Unit 4, Level 1 (garbage/recycling room) and Unit 1, Level 1 (loading dock) within ninety (90) days following registration of the condominium plan and description creating the Phase II Condominium.

As hereinbefore referenced, there may be additional service units and/or shared facilities units contained within all or some portion of the Future Phase Condominiums, and the Declarant shall convey, and the Future Phase Condominiums and the Phase I Condominium, as applicable, shall accept the conveyance within ninety (90) days following the date of registration of the last of the proposed condominium corporations to be a shared owner of such additional service unit and/or shared facilities unit.

VIII. COST SHARING

1. (a) Subject to Sections VI and VII.10 the parties hereto shall bear the expenses attributable to the Shared Facilities and the Shared Services according to their allocated share as set out in Schedule "A" hereto

(b) (i) Subject to Section VIII.1(b)(ii), until the Future Phase Condominiums become registered, the Shared Costs shall be paid wholly by the Phase I Condominium. As each of the Future Phase Condominiums are registered as plans of condominium, the Proportionate Share of each corporation then registered shall be in the allocation set out in Schedule "A" hereto. The Declarant shall not pay nor be responsible for any portion of such Shared Facilities and/or Shared Services costs for or in respect of the Future Phase Condominiums while not yet registered and for which such Corporation, if registered, would otherwise be responsible for.

Schedule "A" shall be deemed amended by the issuance of the Declarant's consulting architect's certificate of the requisite amendments to be effected to Schedule "A" to reflect the construction and incorporation of the Hotel Component, which architect's certificate shall be final and binding on all parties to this Agreement. It is anticipated that the amendment to Schedule "A" will be based upon square footage in each of the Pinnacle Centre Condominiums and the Retail Structure (specifically excluding any allocation pertaining to the Amenities within Pinnacle Centre which, as hereinbefore indicated, shall be for the use of the guests and occupants of the Hotel Component, without fee or charge).

(ii) The Declarant, as owner of the Phase I Retail Structure, shall pay its allocated share of the expenses attributable to the Shared Facilities and the Shared Services as set out in Schedule "A" hereto. The Declarant, its successors and assigns, shall not be responsible to pay any of the expenses attributable to the Shared Facilities and the Shared Services as it may pertain to the Future Retail Components (inclusive of the Pinnacle Garage Lands) unless and until each of the condominium corporations pursuant to which the Phase II Retail Structure, the Phase III Retail Structure and/or Phase IV Retail Structure, as applicable, to which the structures are adjacent, have been registered as condominium corporations.

2. The cost of any services necessitated by the wilful or negligent act or omission of any Owner or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that Owner and not included in the Allocated Share of the Owners.

3. At any time after two (2) years from the date of registration of the Phase IV Condominium, after receiving a report from a qualified, independent consultant, an Owner may give written notice to the other Owner(s) that its Allocated Share of a Shared Cost is inappropriate, or that a component should be added or deleted from the Shared Facilities. Such notice shall be accompanied by all data in support of the party's intention that either the existing allocation of such component of the Shared Facilities does not represent a fair and equitable proportion used by the Structure used by such party, or that a component should be added to or deleted from the Shared Facilities, and the suggested allocation, reallocation or restatement of such Shared Cost.

4. If any Owner gives to the other Owner(s) such written notice as is contemplated in paragraph VII.3 above, and thereafter, the parties cannot agree as to a reassessment or reallocation of any Shared Cost, or to the addition or deletion from the Shared Facilities of the component, all within thirty (30) days of giving such notice, then the party giving such notice may apply to have the dispute resolved by ADR in accordance with Section XVI of this Agreement. Until such ADR is finally concluded, each party shall continue to pay its Allocated Share of all Shared Costs in full compliance with the provisions of this Agreement.

5. In no event shall any Owner delay or refuse, for any reason whatsoever, to make any payment of its Allocated Share of the Shared Costs at a time when such Owner is responsible to make payments under this Agreement, and all such required payments shall be made in compliance with this Agreement. It is intended that the only remedy available to an Owner with respect to a dispute with another Owner (or Owners) concerning a monetary matter under this Agreement shall be the ADR provisions or those other specific, remedial provisions which are set forth in this Agreement.

IX. SHARED FACILITIES MANAGER

1. The Shared Facilities shall be administered and overseen by the Shared Facilities Manager engaged, prior to the Turnover Date, by the Declarant on behalf of the Owners, and following the Turnover Date, by the Owners' Liaison Committee.

2. Forthwith after being appointed, and yearly thereafter, not later than ninety (90) days prior to the fiscal year end of the Phase I Residential Corporation, the Shared Facilities Manager shall submit to the Declarant, prior to the Turnover Date, for sole approval and, following the Turnover Date, to the Owners' Liaison Committee for approval, a budget for the Shared Facilities containing the Shared Facilities Manager's estimate of the cost of the Shared Services for the period expiring at the end of the next fiscal year.

3. Each yearly budget shall include the amount of each expense, the particulars of the type, frequency and level of the Shared Services to be provided and a projected breakdown of expenses on a monthly basis, and the fee to be paid to the Shard Facilities Manager in connection with the services to be performed by the Shared Facilities Manager for the period covered by the budget.

4. After the Turnover Date, if, within forty-five (45) days after receipt of a yearly budget from the Shared Facilities Manager, the Owners' Liaison Committee fails to consent to the budget as originally drafted or as subsequently revised, the budget shall be submitted to arbitration according to ADR set out in Section XVI hereof.

5. The Shared Facilities Manager shall bill or cause to be billed to the Owners their Allocated Share of the costs of providing the Shared Services as same become payable, and shall advise the Owners of any present or impending significant departures from the current yearly budget, from time to time.

6. If unanticipated repairs are found to be necessary or whenever, in the opinion of the Shared Facilities Manager, any change in the budgeted expenditures makes it desirable to do so, the Shared Facilities Manager shall submit to the Declarant prior to the Turnover Date, and thereafter to the Owners' Liaison Committee, a budget supplemental to the yearly budget covering the additional expenses to be incurred for the performance of the Shared Services for the then remaining portion of the current calendar year, and the procedure set out in paragraphs 3, 4 and 5 above shall apply to the said supplemental budget.

7. Save for emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation or safety of property or for the safety of persons, or required to avoid suspension of any service, the Shared Facilities Manager shall not make any expenditures in excess of the amount proposed in the budget (on a monthly basis if applicable) approved by the Owners' Liaison Committee or substantially in excess of any particular item in an approved budget.

8. The Shared Facilities Manager shall:

   (a) in the case of major emergencies (i.e. those seriously affecting human safety, welfare or vital services, or involving potential or actual large-scale property damage), immediately notify those who are in danger, the appropriate public authorities and the Owners' Liaison Committee and act in consultation and co-operation with those authorities and the Owners' Liaison Committee in dealing therewith; and,

   (b) in the case of all other emergencies, deal expeditiously therewith in accordance with the exigencies thereof and notify the Owners' Liaison Committee as soon as is reasonably possible during business hours.

9. In any case in which the cost of any particular item of unanticipated repairs submitted in an approved supplementary budget, is estimated to exceed the greater of the sum of Five Thousand Dollars ($5,000.00) and two and one half percent (2½%) of the then Shared Facilities Budget:

(a) the Shared Facilities Manager shall obtain and submit three written quotations therefore and may, in addition, submit its own quotation to arrange to do the work itself for a lower price; and

(b) the Owners' Liaison Committee shall consider such estimates and make a decision thereon.

10. If, after the Turnover Date, in the opinion of any Owner, the Shared Facilities Manager is failing to properly carry out its contractual duties, such Owner shall be entitled to give the Shared Facilities Manager and the other Owners written notice that the Shared Facilities Manager is in breach of its obligations to perform such duty or duties, and unless the Shared Facilities Manager shall rectify such failure or failures within fifteen (15) days after the giving of such notice, then the first-mentioned Owner shall be entitled to have such work carried out as may be necessary to cure such failure or failure and shall be entitled to be reimbursed by the other Owners for its share of the cost of carrying out such work, including the value of the time and the first-mentioned Owner's employees asked to carry out such work.

11. **Owners' Liaison Committee**

Following the Turnover Date, the Shared Facilities and Shared Services shall be overseen by the Owners' Liaison Committee consisting of:

(a) One (1) member of the board of directors of the Phase I Residential Condominium;

(b) One (1) member of the board of directors of the Phase II Residential Condominium;

(c) One (1) member of the board of directors of the Phase III Residential Condominium;

(d) One (1) member of the board of directors of the Phase IV Residential Condominium; and

(e) Four (4) representatives of the Owner(s) of the Retail Structure (inclusive of the Pinnacle Garage Lands).

Each of the parties shall also appoint an alternative member to fulfil the obligation of the appointed member when unavailable to ensure timely and full functionability of the Owners' Liaison Committee.

In the event of separate ownership of all or any of Pinnacle Garage Lands, the Phase I Retail Structure, the Phase II Retail Structure, the Phase III Retail Structure and/or the Phase IV Retail Structure, the owner of same shall be permitted to appoint one (1) member (per separate structure) to be a member of the Owners' Liaison Committee and to attend and participate at meetings of the Owners' Liaison Committee. For clarity, each member or representative on the Committee shall have one vote, and when an Owner is represented by two (2) members, and both members are present at the meeting, they shall be required to achieve a consensus on any matter or question that requires a vote of members (or representatives) on the Committee; otherwise, a quorum for each meeting of the Committee shall be achieved if seventy-five (75%) percent of the members of the Committee are present, and a majority vote on any question shall govern.

The purpose for and duties of the Owners' Liaison Committee shall be:

(i) To discuss non-trivial matters from time to time respecting the Servient Portion(s) of the overall Lands, the Easements, the interpretation and administration of this Agreement, engaging the Shared Facilities Manager, recommending budgets and other matters as may arise from time to time pertaining to the Shared Facilities and Shared Services within the Development; and

(ii) To resolve any disputes arising with respect to the interpretation and/or operation of this Agreement and/or the Easements, including any disputes as to the costs and expenses incurred with respect to the obligations of each Owner pursuant to this Agreement, with a view to avoiding the necessity to proceed to ADR pursuant to the provisions of this Agreement.

Notwithstanding any provision contained in this Agreement, the Owners, from time to time, covenant and agree with one another to make reasonable efforts to resolve any disputes between them arising with respect to the operation of this Agreement, the interpretation of this Agreement, or the interpretation of the conduct of any party with respect to the provisions of this Agreement, including any disputes as to the costs and expenses incurred with respect to the obligations of each Owner pursuant to this Agreement, prior to initiating ADR proceedings as set out in Section XVI hereof.

Any Owner may call a meeting of the Owners' Liaison Committee with at least seven (7) days written notice to the other Owners, and shall co-operate in arranging the time and place thereof, as may be reasonable to accommodate the other Owners' members.

Any compensation or reimbursements paid to any member of the Owners' Liaison Committee shall be the sole responsibility of the Owner who has appointed that member.

12. **Duty to Conform**

Each of the Phase 1 Condominium and the Future Phase Condominiums hereby covenant and agree with each other that they shall not amend their declarations, pass by-laws or rules governing the management, maintenance, repair and operation of the Shared Facilities which are in any manner whatsoever inconsistent with the terms and conditions of this Agreement. Each of the Phase 1 Condominium and the Future Phase Condominiums shall be under a further duty to pass only those rules and regulations respecting the management, maintenance and use of the Shared Facilities that are adopted and recommended to it by the Shared Facilities Manager.

13. **Service Contracts**

All contracts for services, supplies and materials for or in connection with the Shared Facilities or any of them shall be executed by each of the parties hereto unless the parties have appointed, collectively, an attorney or agent for such purpose who may but need not be one or more officers of the Shared Facilities Manager.

14. **Instalment Payments**

Upon receipt of the Shared Facilities Budget for the next ensuing calendar year, except as otherwise provided herein, each party shall pay to the Shared Facilities Manager in equal monthly instalments on the first day of each and every month next following, the delivery of such Budget, until such time as a revised or supplementary budget shall have been delivered to each of the parties hereto, an amount equal to one/twelfth (1/12) of its proportionate share or contribution of the total of such Budget. In the event that the Budget is increased or decreased from time to time by the Shared Facilities Manager, the monthly payments required to be made by each of the parties hereto to the Shared Facilities Manager shall be increased or decreased accordingly.

15. **Additional Assessment**

Subject always to the expenditures being authorized in accordance with this Agreement, any expenditures not contemplated in the Budget prepared by the Committee or any expenditures in excess of those expenses budgeted for by the Committee and for which the Committee shall not have sufficient funds, shall be paid by each of the parties hereto in accordance with its proportionate share or contribution. Such payment shall be made to the Committee within thirty (30) days after delivery by the Committee to each party hereto of a statement of such extraordinary expenditures and/or deficiency.

16. **Shared Facilities Reserve Fund**

Each party, upon receiving a copy of the periodic appraisal of the Shared Facilities Reserve Fund and the Shared Facilities budget including an allocation toward the Shared Facilities Reserve Fund account, shall include in their respective Budgets for their proportionate share or contribution hereunder an amount that, calculated on the basis of the expected major repair and replacement cost and life expectancy of the Shared Facilities is reasonably expected to provide sufficient funds for the expected major repair and replacement of the Shared Facilities. The parties hereto shall open and maintain at a chartered bank or trust company a separate account designated as the "Shared Facilities Reserve Fund Account" in the name of the parties to this Agreement authorized to make, assign, draw, accept, endorse, negotiate, deposit or transfer any cheques, notes, drafts and orders relating to said trust account. For the purposes of this Agreement, the term Shared Facilities Reserve Fund shall mean that portion of the reserve fund maintained by each of the condominium corporations as part of their respective reserve fund requirements under the Act and that portion of the total reserve fund contribution required to be paid to the Shared Facilities Manager from time to time by the parties to this Agreement, which funds are allocated to the major repair and replacement of the components comprising the Shared Facilities.

X. INSURANCE

1. Each Owner, or, if required by the Insurer, the Owners together, shall cause to be taken out and maintained during the currency of its rights and obligations under this Agreement the following Insurance Policies with any insurance company or companies authorized to do business in Ontario and in the case of a condominium corporation created pursuant to the Act, in accordance with the Act and applicable condominium Declaration, for:

   (a) its buildings and all other insurable equipment belonging to the Owner and from time to time located in the buildings in an amount not less than the replacement cost thereof against loss or damage by perils of "all-risks" (being the perils from time to time included in the standard "all-risk" policy issued by insurers from time to time), including resultant damage from error in design and faulty workmanship, to the extent available and as would be obtained by a prudent owner of such a building, and in any event in an amount sufficient to prevent any Owner from being deemed to be a co-insurer;

   (b) comprehensive boiler, machinery and pressure vessel insurance (if required) in such amount as would be normally maintained by a prudent operator of such a complex and which amount shall initially be not less than $5,000,000.00, which insurance policies and those maintained by the Owner pursuant to clause (a) hereof shall contain a "joint loss agreement" between the property insurers and the boiler insurers; and

   (c) comprehensive public liability, including contractual liability on an occurrence basis against claims for personal or bodily injury, death or property damage suffered by others arising in connection with the Buildings, or out of the operations of the Owners or its tenants, in, on or about the buildings and/or the other Owners' Servient Portions, indemnifying and insuring all Owners and their employees and all others for whom each of them is at law responsible in such amounts and to such extent as a prudent owner of such a building would, from time to time carry not less than $2,000,000.00 for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence and, without limiting the foregoing, with provisions for cross-liability and severability of interests, which insurance policy or policies shall be primary and shall be fully exhausted before calling into contribution any insurance available to the other Owners and any additional insurance placed by the other Owners on its own behalf shall be in excess of the primary insurance required under this Section XII.

2. Each Owner shall ensure that each Insurance Policy shall name the other Owners as an insured as its interest may appear, shall contain a stated-amount co-insurance endorsement and loss payability provisions in favour of the Insurance Trustee contemplated by Section XI to the extent required by that Section.

3. Each Owner shall deliver to the other Owners upon request, adequate proof of the existence of all of the insurance policies of the first-mentioned Owner.

4. Each Insurance Policy of each Owner shall contain an agreement by the insurer to the effect that it will not cancel or alter or refuse to renew such policy prior to its expiration, whether by reason of non-payment of premium, non-fulfilment of condition or otherwise, except after sixty (60) days' prior written notice to the other Owners.

XI. INSURANCE TRUST

1. Any and all insurance proceeds of any Property Insurance Policy in excess of $50,000.00 payable to or for any Owner for the repair of its Buildings and attributable solely to damage to any part(s) of the Shared Facilities (after allowing for any proceeds attributable to damage to other than the Shared Facilities as determined by the Insurer, acting reasonably) shall be held by an Insurance Trustee mutually agreeable to all Owners and if a Trustee cannot be agreed upon the Trustee shall be appointed in accordance with the arbitration provisions of Section XVI.

2. The Insurance Trustee appointed in accordance with paragraph 1 hereof shall be a Canadian chartered bank, a trust company registered under the Loan and Trust Corporations Act, an insurance adjuster, a quantity surveyor, a solicitor or any other reputable person or firm with considerable experience in settling claims arising from proceeds of insurance, and with whom the party shall enter into an agreement providing as follows:

   (a) receipt by the Insurance Trustee of any excess proceeds as contained in paragraph 1 hereof;

   (b) the holding of such proceeds in trust and disbursement of same in order to satisfy the obligation of each Owner in accordance with Section XII.

3. If all Owners agree not to rebuild in accordance with clause XII.3(b), there shall be no requirement for the appointment of an Insurance Trustee and all insurance proceeds shall be paid to the respective Owners.

XII. DAMAGE TO THE BUILDINGS

1. If the buildings comprising the Phase I Building or comprising the Future Phase Buildings or the Retail Structure are damaged to the extent of less than 25%, the respective Owners shall rebuild, restore and repair same in accordance with this Agreement.

2. If major damage has occurred to one or more of the Phase I Building, the Future Phase Buildings or the Retail Structure, each Owner shall determine whether the damage extends to more than 25% of its building and in default of agreement, such determination shall be referred to mediation and if necessary arbitration pursuant to this Agreement.

3. Where there has been a determination that one or more of the Phase I Building, the Future Phase Buildings or the Retail Structure have been damaged to an extent greater than 25%, and:

   (a) each such Owner has elected to rebuild, then each such Owner shall expeditiously rebuild, restore and repair its Building at its own expense in a good and workmanlike manner to Acceptable Standards to permit the other Owners and those authorized by it the intended benefit of the Easements;

   (b) all Owners have elected not to rebuild, the Owners need not rebuild their respective Buildings; or

   (c) one or more, but not all, of the Owners has elected not to rebuild, the Owner electing not to rebuild shall inform the other Owners of its election and shall nevertheless rebuild, repair and restore its Servient Portion in such a manner so as not in any material way to adversely affect the use and enjoyment of the Easements and buildings by the other Owners.

XIII. CERTIFICATE OF COMPLIANCE

1. Each Owner at any time and from time to time during the term of this Agreement, within ten (10) days after written request by any person apparently having an interest in the Lands and the payment of a reasonable fee, shall execute, acknowledge and deliver to the requesting party a certificate stating:

   (a) that this Agreement is unmodified and in full force and effect, or if there has been any modification that this Agreement is in full force and effect, as modified, and describing the modification;

   (b) whether or not there is any existing default under this Agreement by any party and if there is any such default, specifying the nature and extent thereof;

   (c) whether or not an Owner has performed or caused to be performed, or is then performing or causing to be performed, any maintenance or other work not in the normal course of operation of its Buildings, the cost of which the Owner is or will be entitled to charge in whole or in part to the other Owners but has not yet so charged and if there be any such maintenance or other work, specifying the nature and extent thereof;

   (d) the current addresses to which notices given to the Owner are required to be delivered under Section XVIII.1 of this Agreement;

2. Any certificate of compliance given pursuant to paragraph 1 may be pleaded and shall be a complete defence by the requesting party to any action brought on a claim that is inconsistent with the facts recited in the certificate.

3. The Declarant of the Phase I Condominium and Future Phase Condominiums shall be entitled to a Certificate of Compliance for the initial sale of each condominium unit from each of the parties hereto at no cost to the Declarant.

XIV. DEFAULT

1. Any amounts not contributed by an Owner (the "**Defaulting Owner**") as required pursuant to this Agreement shall, until advanced, bear interest at the prime rate of the Royal Bank of Canada plus Eight Percent (8%) per annum calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such amounts together with interest thereon as aforesaid shall, to the extent thereof, be and constitute a lien and charge in favour of the other Owners (the "Non-Defaulting Owners") against the Lands and assets thereon of the Defaulting Owner.

2. The Non-Default Owners shall be entitled to file a caution, lien, or charge against title to the Defaulting Owner as permitted pursuant to the Land Titles Act or other applicable legislation.

3. For the purposes of Sections 122 through 128 of the Act, a lien on any of the Pinnacle Centre Condominiums shall be deemed to be an encumbrance against each Unit and its appurtenant common interest therein.

4. No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to subparagraph 1 of this Section XIV hereof, and any lien which would have arisen pursuant to subparagraph 1 of this Section XIV had there been no conveyance or divestiture of title shall hot be defeated, or otherwise diminished or affected, by reason of such conveyance or divestiture of title.

XV. TERMINATION

1. The rights under this Agreement shall be incapable of termination other than by an instrument to that effect executed under seal by all Owners and by any mortgagees of the Lands at that time.

2. Notwithstanding the termination of any rights under this Agreement, if at the time of such termination, any party shall be obligated to pay any sum of money pursuant to the provisions of this Agreement, such obligation shall hot be extinguished until such sum of money, together with any interest accruing thereon, has been paid, and any lien securing the payment of such sum of money shall remain in force and effect and continue to secure the payment and any interest which shall accrue thereon.

3. If any part(s) of the Lands become governed by the Act and such government is subsequently terminated, the then Owner thereof will continue after such termination to be bound by the provisions of this Agreement, and will execute such further assurances as may be required to give effect to this Section XV.

XVI. ALTERNATE DISPUTE RESOLUTION

1. Good Faith Negotiations

The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of the Shared Facilities through good faith negotiations and the parties further agree that they shall resort to legal proceedings or mediation and ADR against one another only as a last resort. If, after using their best efforts to resolve any such dispute or matter, such dispute or matters cannot be resolved by good faith negotiations, then any such dispute, other than with respect of non-payment of any party's proportionate share of the Shared Costs, shall be determined in the following manner.

2. **Dispute Resolution Procedure**

Whenever ADR is permitted or required under this Agreement and the Act, ADR proceedings may be commenced by the parties in accordance with the following principles and procedures:

(a) Prior to commencing ADR proceedings, the parties shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at a meeting of the full boards of directors of each party, with the assistance and presence (optional) of legal counsel representing each corporation, all acting with a view to securing a resolution of the question or matter in dispute without further proceedings.

(b) If the parties, with the assistance of legal counsel as set forth in a) above, are unable to resolve the questions or matter in dispute through good faith negotiations, as provided in Section 132 of the Condominium Act, 1998, the parties shall, within thirty (30) days thereafter, select a mediator qualified by education and training to assist the parties in dealing with the particular questions or matter in dispute, and the parties shall attempt to mediate their differences, and the mediator shall confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation. The parties shall initially share equally in the costs of a mediator, however, the settlement shall specify the share of the mediator's fees and expenses that each party is required to pay. Upon obtaining a settlement between and among the parties with respect to the disagreement submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

(c) If good faith negotiations and the mediation process as described in paragraph 2(a) and (b) of this Section XVI hereof are exhausted and the parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the parties stating that the mediation has failed, the parties agree to submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties hereto, and no legal recourse shall be exercised by either party hereto with respect to the question or matter in dispute until the ADR has been completed.

(d) The parties shall meet and attempt to appoint a single arbitrator who is well qualified with education and training to pass upon the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each party shall appoint one arbitrator within seven (7) days of the meeting and notify the other party. The arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator who is qualified by education and training to pass upon the particular question or matter in dispute. If either party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by the other party, the arbitrator named by the first party shall proceed to resolve the dispute in accordance with Arbitrations Act 1991 (Ontario) and the parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by any party other than on a question of law in accordance with Subsection 45(2) of the Arbitrations Act, 1991 or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the Arbitrations Act, 1991.

(e) The decisions and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decisions and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs of the ADR. The compensation and expenses of the arbitrator shall initially be paid in equal proportions by each party, subject to the final outcome and any award being made as to costs of the ADR.

Where ADR is required by this Agreement, commencement and completion of such ADR in accordance with this Agreement shall be a condition precedent to the commencement of an action at law or in equity in respect of the question or matter in dispute being arbitrated.

3. **Ongoing Obligations**

For clarity, notwithstanding the nature of the dispute, until the questions or matter in dispute is finally determined by ADR, the disputing party shall continue to perform all work and services required to be performed by it and to pay all amounts required to be paid by it in accordance with this Agreement.

XVII. FORCE MAJEURE

Notwithstanding any other provisions of this Agreement, whenever and to the extent that any Owner is unable to fulfil or is delayed or restricted in the fulfillment of any of its obligations (other than the payment of monies) under this Agreement by reason of any of the following impediments:

1. strike;
2. lockout;
3. war or acts of military authority;
4. rebellion or civil commotion;
5. material or labour shortage not within the control of such Owner;
6. fire, explosion;
7. flood, wind, water, earthquake or other casualty;

8. any applicable lawful statute, by-law, ordinance, regulation or order; or

9. acts of God,

not caused by the default, act, or omission by such Owner and not avoidable or surmountable by the exercise of reasonable effort or foresight by it, then so long as any such impediment exists, such Owner shall be temporarily relieved from the fulfillment of such obligation and the other Owners shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned and, to the extent necessitated thereby, there shall be a postponement of any deadline, compliance with which would be otherwise adversely affected by such impediment, provided that at the expiration of such temporary relief, such Owner shall forthwith proceed with fulfillment of such obligation.

XVIII. ARCHITECTURAL CONTROLS AND COMPLIANCE WITH DEVELOPMENT AGREEMENTS

1. In order to maintain the overall uniform appearance of the development as a fully integrated project, each Owner agrees with the other Owners that, in maintaining, repairing or restoring, whether before or after damage, any exterior parts of the Building owned by each such Owner, including exterior windows, no material alteration shall be made to the original design, colour scheme and building materials employed by such Owner in conducting such maintenance, repair or restoration, without the prior written consent of the other Owners, acting reasonably and without delay.

2. Each Owner agrees to maintain, operate and repair its Land and building, or portion thereof, contained within its own property to Acceptable Standards and in strict compliance with the site specific, restricted zoning by-law for the Development, and with the terms and conditions of any Developments Agreement and with any requirements pursuant to any and all by-laws, regulations, ordinances or statutes in favour of Governmental Authorities, including any requirement to execute and deliver any specific easements required to be granted to such governmental authorities in order to maintain all components of the overall development in compliance with the law.

3. Each condominium corporation agrees to indemnify and save harmless the Declarant from any costs, loss, expense, damage or liability that the Declarant, its successors and assigns, may suffer as a result of any breach by the corporations of their covenants set forth in the preceding paragraphs of this Section.

XIX. BULK UTILITY BILLS

The bulk meters for gas, electricity, water and sewer services will be monitored and billed directly by the applicable local authority to the Phase I Corporation, and the Phase I Corporation will receive separate bulk invoices for the consumption of electricity, gas, water and sewer services by each of the Phase I Corporation and the Phase I Retail Structure (and similarly, between the Phase II Corporation and the Phase II Retail Structure; the Phase III Corporation and the Phase III Retail Structure; and the Phase IV Corporation and the Phase IV Retail Structure (being collectively referred to as the **"Future Arrangements"**)). There is the possibility that the Declarant, in its sole discretion, may construct the Retail Structure, as one contiguous component which will then be subject to the arrangement set out in this Section XIX, failing which the arrangement set out herein will be duplicated, individually, for each of the afore-referenced additional components. The Declarant intends to construct and install a submetering or check metering system to measure that portion of the total bulk invoice for each utility directly consumed by each of the Phase I Corporation and the Phase I Retail Structure (and similarly, subject to the caveat above, for the Future Arrangements) and the Phase I Corporation shall invoice the Phase I Retail Structure for its recorded consumption of each bulk utility invoice. The Phase I Retail Structure agrees to reimburse the Phase I Corporation for and with respect to its recorded share of such invoice within thirty (30) days of receipt of the utility invoice rendered to it by the Phase I Corporation.

The Phase I Corporation (and similarly, each of the further residential condominium plans in the context of the Future Arrangements) shall maintain and operate the utility submetering and/or check metering equipment to the Acceptable Standards and provide the Phase I Retail Structure uninterrupted access to the service room areas within the Phase I Condominium to inspect and confirm the proper operation and accuracy of the submetering and/or check metering equipment. In the event that the Phase I Condominium, the Retail Structure (or any portion thereof) and/or the Future Phase Condominiums (or any of them) are not constructed as a stand-alone building such that one or more of the foregoing utility services are supplied to one or more of the component parts of the overall development comprising Pinnacle Centre from a bulk utility meter located in the Phase I Corporation and read, periodically, by the local utility supplier, then the applicable components comprising Pinnacle Centre shall be bound (as applicable) by the aforesaid provisions governing the submetering and/or check metering and recording of consumption of each party's allocated share of the bulk utility bill in the same manner of payment as applies above.

The Declarant expressly reserves the right to enter into a Utility Monitoring Agreement with an utility monitor that will periodically read, maintain and repair the metering system and submit invoices to each of the affected parties to this Agreement. In such event, all appropriate revisions will be effected to this Agreement to reflect the foregoing.

XX. GENERAL

1. Any notice herein provided for or permitted to be given by any party under this Agreement shall be sufficiently given if delivered to an apparently responsible person at the following address given for such party (or at such replacement address as such party shall have notified any notifying part of in writing), or if five (5) days have elapsed from the mailing thereof to such address by prepaid registered post in the City of Toronto in the absence of any major interruption in postal service affecting the delivery/handling thereof:

   (a) Phase I Condominium: Toronto Condominium Corporation No. 1788
   c/o Management Office

   (b) Future Phase Condominiums: Pinnacle International (Bay St.) Ltd.
   33 Bay Street, Unit 2 (Pinnacle Centre)
   Toronto, Ontario M5J 2Z3

   (c) Retail Structure and Pinnacle Garage Lands:
   Pinnacle International (Bay St.) Ltd.
   33 Bay Street, Unit 2 (Pinnacle Centre)
   Toronto, Ontario M5J 2Z3.

2. This Agreement shall be read and construed as the number and gender of the party or parties referred to in each case requires and as may otherwise be required by the context.

3. The parties hereto shall without unreasonable delay execute all further assurances, easement agreements or other documents necessary or required to carry out the intent of this Agreement. The Phase I Condominium covenants and agrees with the Declarant, on its own behalf and on behalf of the Phase II Condominium, the Phase III Condominium and the Phase IV Condominium and as owner of the Retail Structure (inclusive of the Pinnacle Garage Lands), to execute any novation agreement, if required by the Declarant, of the Daycare Lease, equipment lease and any related documentation and agreements in connection with the Daycare Lease and equipment lease in the event that the Daycare Lease and/or equipment lease and related items are entered into following registration of the Phase I Condominium.

   By entering into this Agreement, each party hereby grants to the other the right to enter, having first given reasonable notice (and subject to the rights of tenants in the Retail Structure) those parts of the grantor's lands and premises over which the other party does not enjoy a registered easement or right of way for the purpose of exercising such other parties rights granted by this Agreement. Without limiting the generality of the foregoing, the parties hereto further covenant and agree to execute, without delay, all such further documents, instruments and agreements as may be required, in order to specify the location of any of the easements created in the declaration and description of any of the parties whose lands have been registered as a condominium plan or to create any new easement or right which is required or which is essential for the purpose of maintaining, operating, repairing, replacing and inspecting or getting any required access to any new servicing systems which are essential to service any of the Lands or buildings of the said parties governed by this Agreement, or to re-transfer any such easements, which re-transfer identifies a specific location of such easements and to re-align the boundaries of the various easements so that same may align more accurately with the final location of any of the Shared Facilities or Shared Services.

4. Each of the parties to this Agreement shall have the right at all times to enforce the provisions of this Agreement in accordance with the terms thereof, notwithstanding any conduct or custom on the part of such party in refraining from so doing at any time or times.

5. The failure of any party to this Agreement at any time(s) to enforce any of its rights under the provision of this Agreement in strict accordance with the terms thereof, shall not be construed as having in any way established a custom contrary to such provisions, or as having in any way modified or waived such rights.

6. This Agreement shall be binding upon the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF the parties hereby have hereunto caused their respective corporate seals to be affixed, duly attested by the hands of their proper signing officers authorized in that behalf as of the date first above written.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1788 (PHASE I CONDOMINIUM)

Per: ______________________

Name: Don Meola

Title: President

We have the authority to bind the corporation.

PINNACLE INTERNATIONAL (BAY ST.) LTD.
(as owner of the Retail Structure and ~~Pinnacle Garage Lands and~~ as owner of ~~the Future Phase Lands)~~

Per: ______________________

Name: Michael De Cotiis

Title: President

I have the authority to bind the corporation

SCHEDULE "A"

SHARED FACILITIES

Services / Facilities		% of Costs related to the Retail Structure ("Retail")	% of Costs related to the Residential Structure ("Residential" or the "Corporation") Tower A	% of Costs related to the Residential Structure ("Residential" or the "Corporation") Tower B	% of Costs related to the Residential Structure ("Residential" or the "Corporation") Tower C	% of Costs related to the Residential Structure ("Residential" or the "Corporation") Tower D
Utilities		See Note #1 Below				
Repairs and Maintenance						
Shared Loading Area Unit 1, Level 1		1.35%	62.45%	36.20%	0.00%	0.00%
Garbage Area (Unit 4, Level 1) See Note #2 Below		2.11%	97.89%	0.00%	0.00%	0.00%
Waste Disposal (Staff Cost)		100% of the actual cost of the building superintedent. Each of the Retail and the Corporation shall have their own garbage & recycling bins.				
Courtyard Unit Unit 7, Level 1		0.00%	63.03%	36.97%	0.00%	0.00%
Recreation Unit Unit 75, Level 2		0.00%	27.73%	16.27%	27.35%	28.66%
Outdoor Amenity Units Units 14 & 15, Level 5		0.00%	27.73%	16.27%	27.35%	28.66%
Lobby Unit Unit 5, Level 1		0.00%	63.03%	36.97%	0.00%	0.00%
Driveway Entrance		22.90%	22.65%	14.45%	25.50%	14.50%

SCHEDULE "A"

SHARED FACILITIES

Shared Services - the shared components being those parts of the HVAC, electrical and mechanical systems, energy management system, water main service and pumps, sanitary drainage system, storm drainage system, water service, fire line & sprinkler system, Bell Canada service, and all other systems or services situate in the buildings comprising the Pinnacle Centre Condominiums, and the Retail Structure (including the Pinnacle Garage Lands, if any) excluding any equipment (including connecting cables/conduits and pipes) benefiting solely the Lands and or buildings of only one Owner and practicably distinguishable from Shared Facilities.		8.47%	25.93%	15.14%	28.20%	22.25%
Daycare Facility		0.00%	27.73%	16.27%	27.35%	28.66%
Exterior Maintenance						
Snow clearing of the sidewalk areas on Bay, Harbour and Yonge Streets.		1.69%	26.35%	15.27%	29.53%	27.15%
Other Operating Expenses						
Insurance Trustee's Fees - See Note #3 below.		8.47%	25.93%	15.14%	28.20%	22.25%

SCHEDULE "A"

SHARED FACILITIES

Building Insurance, All Risk - See Note #3 Below		8.47%	25.93%	15.14%	28.20%	22.25%

Notes:

1. Retail shall be responsible for the reimbursement to Residential for the water, hydro, gas an sewer (where applicable) consumed by each Retail premises, according to utility check-meters installed in each such premises by Retail, and Retail shall be responsible for the maintenance and repair of that portion of the particular utility system from the check-meter connection in Residential thereafter to each Retail premises.

2. Periodic cleaning, maintenance and repair of the garbage and recycling room(s), excluding the chute/compactor which services the condominium only.

3. In the event of loss to and directly affecting the Shared Facilities, the fee of the Insurance Trustee shall be allocated between the parties on this proportional basis. It is understood and agreed between Retail and the Corporation that the allocation set out for the Insurance Trustee's fees and for the building insurance is an allocation of the cost of the premiums of the insurance and the cost of the Insurance Trustee's fees and is not to be construed as an apportionment of sharing of the insurance proceeds.

Shared Services, Insurance Trustee & Insurance

GFA Caculations (sm)	Retail Structure	A	B	C	D	
Residential	0	36530	21172	40930	37638	
Above Grade Parking	0	7396	0	0	0	
P1	8000			4026	2109	
P2	8000			4026	2109	
P3		4121	3894	4026	2109	
P4		4121	3894	4026	2109	
P5		3984	3829	4026	2109	
Retail A & B	789					
Retail C& D	1554					
TOTAL	18343	56152	32789	61060	48183	216527
	8.47%	25.93%	15.14%	28.20%	22.25%	

SUCCESS TOWER AT PINNACLE CENTRE
TOWER C
TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

BY-LAW NO. 3

A by-law respecting the entering into of a construction licence agreement (the "**Construction Licence Agreement**") between this Corporation and Pinnacle International (Bay St.) Ltd. (the "**Declarant**"), as owner of the Future Phase Lands (as defined in the attached Construction Licence Agreement) to facilitate construction of the Future Phase Lands.

WHEREAS the Declaration of this Corporation requires that the Corporation enter into a construction licence agreement with the Declarant to assist in its construction of a further residential condominium tower and ancillary retail commercial office.

BE IT ENACTED enacted as a by-law of Toronto Standard Condominium Corporation No.________ (the "**Corporation**") as follows:

1. The Corporation be and it is hereby authorized to enter into the Construction Licence Agreement with the Declarant, as owner of the Future Phase Lands regarding the granting of the exclusive licences and rights set out in the attached Construction Licence Agreement in favour of the Declarant and to execute any further documents or other assurances with the Declarant and its successors and assigns as may be required from time to time in order to give effect to the provisions of the Construction Licence Agreement.

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

3. That the President or Vice-President be and either of them is hereby authorized to execute, on behalf of the Corporation, the Construction Licence Agreement, together with all other documents or instruments including, but not limited to, the granting and acceptance of licences and rights which form part of or which are ancillary to the Construction Licence Agreement. The affixing of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

WITNESS the corporate seal of the Corporation this day of , 200__.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.

Per: ______________________________
President c/s

Per: ______________________________
Director c/s

I/We have authority to bind the Corporation.

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. .... (known as the "Corporation") certifies that:

1. The copy of By-law Number 3, attached as Schedule A, is a true copy of the By-law.

2. The By-law was made in accordance with the *Condominium Act, 1998*.

3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this .... day of ...., 200......

Toronto Standard
Condominium Corporation No. ....

....
(signature)

....
(print name)

....
(signature)

....
(print name)

I/We have authority to bind the Corporation.