Properties

PIN 04093 - 0263 LT

Description PART OF LOT 2 PLAN 14, PART OF LOTS A AND B PLAN 104, PART 2 PLAN 4R29596; TOGETHER WITH AN EASEMENT OVER PART OF LOTS C AND D PLAN 104, PART 1 PLAN 4R29632 AS IN OC1817132; SUBJECT TO AN EASEMENT AS IN OC1649102; SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF LOT 2 PLAN 14, PART OF LOTS A, B, C, AND D PLAN 104, PART OF LOT 15 PLAN 16, PARTS 3 TO 5, 7 TO 15 PLAN 4R29596 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER PART OF LOT C PLAN 104, PARTS 2 AND 3 PLAN 4R28652 AS IN OC1729137; SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF LOT 2 PLAN 14, PART OF LOTS A, B, C, AND D PLAN 104, PART OF LOT 15 PLAN 16, PARTS 3 TO 5, 7 TO 15 PLAN 4R29596 AS IN OC1837903; SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF LOT 2 PLAN 14, PART OF LOTS A, B, C, AND D PLAN 104, PART OF LOT 15 PLAN 16, PARTS 3 TO 5, 7 TO 15 PLAN 4R29596 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER PART OF LOT D PLAN 104, PART 2 PLAN 4R29632 AS IN OC1828354; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER PART OF LOT 2 PLAN 14, PART OF LOTS A, B, C, AND D PLAN 104, PART OF LOT 15 PLAN 16, PARTS 7, 8 AND 10 PLAN 4R29596 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER PART OF LOT 2 PLAN 14, PART OF LOTS A AND B PLAN 104, PARTS 3, 4, 5 AND 15 PLAN 4R29596 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS IN OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS IN OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 04093 - 0264 LT

Description PART OF LOT 2 PLAN 14, PARTS 6 AND 16 PLAN 4R29596; SUBJECT TO AN EASEMENT AS IN OC1649102; SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF LOT 2 PLAN 14, PART OF LOTS A, B, C, AND D PLAN 104, PART OF LOT 15 PLAN 16, PARTS 3 TO 5, 7 TO 15 PLAN 4R29596 AS IN OC1837903; SUBJECT TO AN EASEMENT OVER PART 16 PLAN 4R29596 IN FAVOUR OF PART OF LOT 2 PLAN 14, PART OF LOTS A, B, C, AND D PLAN 104, PART OF LOT 15 PLAN 16, PARTS 3 TO 5, 7 TO 15 PLAN 4R29596 AS IN OC1837903; SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF LOT 2 PLAN 14, PART OF LOTS A, B, C, AND D PLAN 104, PART OF LOT 15 PLAN 16, PARTS 3 TO 5, 7 TO 15 PLAN 4R29596 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER PART OF LOT C PLAN 104, PARTS 2 AND 3 PLAN 4R28652 AS IN OC1729137; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER PART OF LOT 2 PLAN 14, PART OF LOTS A, B, C, AND D PLAN 104, PART OF LOT 15 PLAN 16, PARTS 7, 8 AND 10 PLAN 4R29596 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER PART OF LOT 2 PLAN 14, PART OF LOTS A, B, C, AND D PLAN 104, PART OF LOT 15 PLAN 16, PARTS 7 AND 8 PLAN 4R29596 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER PART OF LOT 2 PLAN 14, PART OF LOTS A, B, C, AND D PLAN 104, PART OF LOT 15 PLAN 16, PARTS 7 AND 8 PLAN 4R29596 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER PART OF LOT 2 PLAN 14, PART OF LOTS A AND B PLAN 104, PARTS 3, 4, 5 AND 15 PLAN 4R29596 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER PART OF LOT 2 PLAN 14, PART OF LOTS A, B, C, AND D PLAN 104, PART OF LOT 15 PLAN 16, PARTS 3 TO 5, 7 TO 15 PLAN 4R29596 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER COMMON ELEMENTS OF OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AS IN OC1837903; TOGETHER WITH AN EASEMENT OVER PART OF LOT 2 PLAN 14, PARTS 3 AND 15 PLAN 4R29596 AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0001 LT

Description UNIT 1, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0002 LT

Description UNIT 2, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

Properties

PIN 16004 - 0003 LT

Description UNIT 3, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0004 LT

Description UNIT 4, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0005 LT

Description UNIT 5, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0006 LT

Description UNIT 6, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0007 LT

Description UNIT 7, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0008 LT

Description UNIT 8, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0009 LT

Description UNIT 9, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0010 LT

Description UNIT 10, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0011 LT

Description UNIT 11, LEVEL 2, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0012 LT

Description UNIT 1, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0013 LT

Description UNIT 2, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

Properties

PIN 16004 - 0014 LT

Description UNIT 3, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0015 LT

Description UNIT 4, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0016 LT

Description UNIT 5, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0017 LT

Description UNIT 6, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0018 LT

Description UNIT 7, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0019 LT

Description UNIT 8, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0020 LT

Description UNIT 9, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0021 LT

Description UNIT 10, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0022 LT

Description UNIT 11, LEVEL 3, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0023 LT

Description UNIT 1, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0024 LT

Description UNIT 2, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

Properties

PIN	16004 - 0025 LT
Description	UNIT 3, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0026 LT
Description	UNIT 4, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0027 LT
Description	UNIT 5, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0028 LT
Description	UNIT 6, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0029 LT
Description	UNIT 7, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0030 LT
Description	UNIT 8, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0031 LT
Description	UNIT 9, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0032 LT
Description	UNIT 10, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0033 LT
Description	UNIT 11, LEVEL 4, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0034 LT
Description	UNIT 1, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0035 LT
Description	UNIT 2, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA

Properties

PIN 16004 - 0036 LT

Description UNIT 3, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0037 LT

Description UNIT 4, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0038 LT

Description UNIT 5, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0039 LT

Description UNIT 6, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0040 LT

Description UNIT 7, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0041 LT

Description UNIT 8, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0042 LT

Description UNIT 9, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0043 LT

Description UNIT 10, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0044 LT

Description UNIT 11, LEVEL 5, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0045 LT

Description UNIT 1, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0046 LT

Description UNIT 2, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

Properties

PIN	16004 - 0047 LT
Description	UNIT 3, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0048 LT
Description	UNIT 4, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0049 LT
Description	UNIT 5, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0050 LT
Description	UNIT 6, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0051 LT
Description	UNIT 7, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0052 LT
Description	UNIT 8, LEVEL 6, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0053 LT
Description	UNIT 1, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0054 LT
Description	UNIT 2, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0055 LT
Description	UNIT 3, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0056 LT
Description	UNIT 4, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0057 LT
Description	UNIT 5, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA

Properties

PIN 16004 - 0058 LT

Description UNIT 6, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0059 LT

Description UNIT 7, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0060 LT

Description UNIT 8, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0061 LT

Description UNIT 9, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0062 LT

Description UNIT 10, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0063 LT

Description UNIT 11, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0064 LT

Description UNIT 12, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0065 LT

Description UNIT 13, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0066 LT

Description UNIT 14, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0067 LT

Description UNIT 15, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0068 LT

Description UNIT 16, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

Properties

PIN	16004 - 0069 LT
Description	UNIT 17, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0070 LT
Description	UNIT 18, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0071 LT
Description	UNIT 19, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0072 LT
Description	UNIT 20, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0073 LT
Description	UNIT 21, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0074 LT
Description	UNIT 22, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0075 LT
Description	UNIT 23, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0076 LT
Description	UNIT 24, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0077 LT
Description	UNIT 25, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0078 LT
Description	UNIT 26, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0079 LT
Description	UNIT 27, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA

Properties

PIN	16004 - 0080 LT
Description	UNIT 28, LEVEL A, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0081 LT
Description	UNIT 1, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0082 LT
Description	UNIT 2, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0083 LT
Description	UNIT 3, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0084 LT
Description	UNIT 4, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0085 LT
Description	UNIT 5, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0086 LT
Description	UNIT 6, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0087 LT
Description	UNIT 7, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0088 LT
Description	UNIT 8, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0089 LT
Description	UNIT 9, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0090 LT
Description	UNIT 10, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA

Properties

PIN	16004 - 0091 LT
Description	UNIT 11, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0092 LT
Description	UNIT 12, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0093 LT
Description	UNIT 13, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0094 LT
Description	UNIT 14, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0095 LT
Description	UNIT 15, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0096 LT
Description	UNIT 16, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0097 LT
Description	UNIT 17, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0098 LT
Description	UNIT 18, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0099 LT
Description	UNIT 19, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0100 LT
Description	UNIT 20, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0101 LT
Description	UNIT 21, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA

Properties

PIN	16004 - 0102 LT
Description	UNIT 22, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0103 LT
Description	UNIT 23, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0104 LT
Description	UNIT 24, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0105 LT
Description	UNIT 25, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0106 LT
Description	UNIT 26, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0107 LT
Description	UNIT 27, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0108 LT
Description	UNIT 28, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0109 LT
Description	UNIT 29, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0110 LT
Description	UNIT 30, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0111 LT
Description	UNIT 31, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0112 LT
Description	UNIT 32, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA

Properties

PIN	16004 - 0113 LT
Description	UNIT 33, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0114 LT
Description	UNIT 34, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0115 LT
Description	UNIT 35, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0116 LT
Description	UNIT 36, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0117 LT
Description	UNIT 37, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0118 LT
Description	UNIT 38, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0119 LT
Description	UNIT 39, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0120 LT
Description	UNIT 40, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0121 LT
Description	UNIT 41, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0122 LT
Description	UNIT 42, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0123 LT
Description	UNIT 43, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA

Properties

PIN	16004 - 0124 LT
Description	UNIT 44, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0125 LT
Description	UNIT 45, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0126 LT
Description	UNIT 46, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0127 LT
Description	UNIT 47, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0128 LT
Description	UNIT 48, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0129 LT
Description	UNIT 49, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0130 LT
Description	UNIT 50, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0131 LT
Description	UNIT 51, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0132 LT
Description	UNIT 52, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0133 LT
Description	UNIT 53, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0134 LT
Description	UNIT 54, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA

Properties

PIN 16004 - 0135 LT

Description UNIT 55, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0136 LT

Description UNIT 56, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0137 LT

Description UNIT 57, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0138 LT

Description UNIT 58, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0139 LT

Description UNIT 59, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0140 LT

Description UNIT 60, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0141 LT

Description UNIT 61, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0142 LT

Description UNIT 62, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0143 LT

Description UNIT 63, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0144 LT

Description UNIT 64, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

PIN 16004 - 0145 LT

Description UNIT 65, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA

Address OTTAWA

Properties

PIN	16004 - 0146 LT
Description	UNIT 66, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0147 LT
Description	UNIT 67, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0148 LT
Description	UNIT 68, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0149 LT
Description	UNIT 69, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0150 LT
Description	UNIT 70, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0151 LT
Description	UNIT 71, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0152 LT
Description	UNIT 72, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0153 LT
Description	UNIT 73, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0154 LT
Description	UNIT 74, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0155 LT
Description	UNIT 75, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA
PIN	16004 - 0156 LT
Description	UNIT 76, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA

Properties

PIN	16004 - 0157 LT
Description	UNIT 77, LEVEL B, OTTAWA-CARLETON STANDARD CONDOMINIUM PLAN NO. 1004 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN OC1837903; CITY OF OTTAWA
Address	OTTAWA

Consideration

Consideration $ 0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name	OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 1004
Address for Service	c/o 708-225 Metcalfe Street Ottawa, Ontario K1Y 4G9

I, Scott D. Parkes, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Name	TAMARACK (WESTBORO) CORPORATION
Address for Service	c/o 708-225 Metcalfe Street Ottawa, Ontario K1Y 4G9

I, Scott D. Parkes, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Natalie Sommer O'Neill	160 Elgin Street, Suite 2600 Ottawa K1P 1C3	acting for Applicant(s)	Signed	2016 10 31

Tel 613-233-1781

Fax 613-563-9869

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

G-WLG LP (A.K.A. Gowling WLG)	160 Elgin Street, Suite 2600 Ottawa K1P 1C3	2016 10 31

Tel 613-233-1781

Fax 613-563-9869

Fees/Taxes/Payment

Statutory Registration Fee	$62.85
Total Paid	$62.85

File Number

Applicant Client File Number :	01388807

THIS SHARED FACILITIES AGREEMENT made as of this 27th day of October, 2016.

BETWEEN:

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 1004,
(hereinafter called the "**Condominium Corporation**")

- and -

TAMARACK (WESTBORO) CORPORATION,
(hereinafter called the "**Commercial Owner**")

- and -

WELLINGTON II INC.,
(hereinafter called the "**Phase II Owner**")

WHEREAS:

A. The Declarant has constructed the Building (as hereinafter defined) located at the southwest corner of the intersection of Wellington Street West and Rosemount Avenue in the City of Ottawa, which includes the Condominium Property and the Commercial Property (each as hereinafter defined);

B. the Declaration of the Condominium Corporation has been registered in the Land Titles Division of the Ottawa-Carleton Land Registry Office (No. 4) (the "**LRO**") on October 20, 2016, as Instrument No. OC1837903 thereby creating the Condominium Corporation, municipally located at 10 Rosemount Avenue, Ottawa, Ontario;

C. the Commercial Owner is the registered owner of the Commercial Property (as hereinafter defined), municipally located at 1130 Wellington Street West, Ottawa, Ontario;

D. the Phase II Owner will be the registered owner of the Phase II Property (as hereinafter defined), upon which the Phase II Owner is developing a residential building;

E. the parties wish to enter into an agreement for the purposes of providing for the mutual use, support, maintenance, repair, replacement and cost-sharing of certain Shared Facilities (as hereinafter defined) as well as to regulate and govern the use and enjoyment of various Easements over and/or benefitting all or various portions of the Properties (as hereinafter defined);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS

1.1 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;

(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.

(b) "**Act**" shall mean the *Condominium Act, 1998*, S.O. 1998, C.19, as amended, or any successor legislation intended to replace or supersede same;

(c) "**ADR**" shall mean the alternative dispute resolution provisions in accordance with Article 14 of this Agreement;

(d) "**Agreement**" shall mean the within agreement and all schedules referred to herein;

(e) "**Arbitration Act**" shall have the meaning ascribed thereto in Section 14.2(d) hereof;

(f) "**Building**" shall mean the mixed-use building including the Condominium Property and the Commercial Property;

(g) "**City of Ottawa Commercial Encroachment Agreement**" means the encroachment agreement to be entered into between the Commercial Owner and the City of Ottawa following the date of this agreement with respect to certain encroachments onto land owned by the City of Ottawa, which encroachments may include, without limitation, planters, benches and concrete curbs;

(h) "**City of Ottawa Drainage Easement**" means the drainage agreement between the Declarant and the City of Ottawa in respect of Part of Lots A and B, Plan 104, designated as Part 1 on Plan 4R-28652; City of Ottawa, notice of which was registered in the LRO on August 16, 2016 as Instrument No. OC1817136;

(i) "**City of Ottawa Encroachment Agreement**" means the encroachment agreement entered into with the City of Ottawa in respect of certain encroachments onto that part of the property owned by the City of Ottawa, being composed of Part of Lot A, Plan 104, designated as Part 1 on Plan 4R-29596; City of Ottawa, notice of which was registered in the LRO on August 16, 2016 as Instrument No. OC1817141, as amended;

(j) "**City of Ottawa JUMA**" means a joint use and maintenance agreement between Tamarack (Westboro) Corporation and the City of Ottawa, notice of which was registered in the LRO on October 8, 2015 as Instrument No. OC1729144;

(k) "**City of Ottawa Maintenance and Liability Agreement**" means the maintenance and liability agreement between Tamarack (Westboro) Corporation and the City of Ottawa, notice of which was registered in the LRO on October 8, 2015 as Instrument No. OC1729142;

(l) "**City of Ottawa Ramp Encroachment Easement**" means the encroachment, maintenance and repair easement granted by the City of Ottawa in respect of the underground concrete foundation wall and retaining wall and equipment appurtenant thereto encroaching onto that part of the property owned by the City of Ottawa, being composed of Part of Lots C and D, Plan 104, designated as Part 1 on Plan 4R-29632; City of Ottawa, which transfer easement was registered in the LRO on August 16, 2016 as Instrument No. OC1817132;

(m) "**Commercial Owner**" shall mean the Owner of the Commercial Property from time to time;

(n) "**Commercial Property**" shall mean the Property, more particularly described as being composed of Part of Lots A and B, Plan 104, and Part of Lot 2, Plan 14, designated as Part 2 on Plan 4R-29596; City of Ottawa, together with all buildings, structures and other improvements located thereon;

(o) "**Common Foundation**" shall mean the foundation structure for the Building which includes:

  (i) the external walls and all supporting walls, foundations, pillars, columns and footings;

  (ii) any wall or other vertical or horizontal structure on or adjacent to any border between the Condominium Property and the Commercial Property and so located either as a demarcation of such border or to support parts of the structures of the Building or equipment servicing the Building, including side and cross beams;

  (iii) all floors and roof slabs;

  (iv) waterproofing membranes; and

  (v) any component of the Building necessary for the support of any part(s) of the Building;

(p) "**Condominium Corporation**" shall mean Ottawa-Carleton Standard Condominium Corporation No. 1004;

(q) "**Condominium Property**" shall mean the lands more particularly described in the Declaration of the Condominium Corporation, as amended from time to time, together with all buildings, structures, units and their appurtenant common interests, and other improvements located thereon;

(r) "**Construction Lien Payments**" shall have the meaning ascribed thereto in Section 7.9;

(s) "**Declaration**" shall mean the declaration of the Condominium Corporation;

(t) "**Declarant**" shall mean the declarant of the Declaration;

(u) "**Defaulting Party**" shall have the meaning ascribed thereto in Section 7.1 hereof;

(v) "**Dominant Owner**" shall have the meaning ascribed thereto in Section 4.8 hereof;

(w) "**Easement**" or "**Easements**" shall mean the easement(s) referred to in Article 4 hereof;

(x) "**Encroachment Agreements**" means collectively, the City of Ottawa Encroachment Agreement, the City of Ottawa Commercial Encroachment Agreement, the City of Ottawa Ramp Encroachment Easement, and the City of Ottawa Maintenance and Liability Agreement;

(y) "**Exclusive Use Facilities**" shall have the meaning ascribed thereto in Section 6.1 hereof;

(z) "**Governmental Authorities**" means the City of Ottawa and/or any other governmental or quasi-governmental authority, regulatory authority, government department, agency, commission, board, tribunal, body or department, or any court, whether federal, provincial or municipal, having jurisdiction over any or all of the Condominium Property, the Commercial Property or the Phase II Property, or the use thereof;

(aa) "**Interest Rate**" shall have the meaning ascribed thereto in Section 7.2 hereof;

(bb) "**Joint Use and Maintenance Agreements**" means collectively, the City of Ottawa JUMA, and the SWCHC JUMA;

(cc) "**LRO**" has the meaning ascribed to it in recital B;

(dd) "**Non-Paying Owner(s)**" shall have the meaning ascribed thereto in Section 4.13 hereof;

(ee) "**Omitted Shared Facilities**" shall have the meaning ascribed thereto in Section 4.9;

(ff) "**Owner**" shall mean (i) with respect to the Condominium Property, the Condominium Corporation including its respective successors in title (ii) with respect to the Commercial Property, the Commercial Owner including its respective successors in title and (iii) with respect to the Phase II Property, the Phase II Owner including its respective successors in title, and "**Owners**" shall have a corresponding meaning as to all the Properties or any combination thereof as the context requires;

(gg) "**Paying Owner(s)**" shall have the meaning ascribed thereto in Section 4.13 hereof;

(hh) "**Phase II Owner**" shall mean the Owner of the Phase II Property from time to time;

(ii) "**Phase II Property**" shall mean the property more particularly described as being composed of Part of Lot 2, Plan 14, designated as Parts 6 and 16, Plan 4R-29596, City of Ottawa, together with all buildings, structures and other improvements located thereon;

(jj) "**Prime Rate**" shall have the meaning ascribed thereto in Section 7.2 hereof;

(kk) "**Properties**" shall mean, collectively, the Condominium Property, the Commercial Property and the Phase II Property and "**Property**" either one of the Properties;

(ll) "**Proportionate Share**" means that figure expressed as a percentage which describes each Owner's share of the Shared Facilities Costs in accordance with the terms of this Agreement;

(mm) "**Requesting Owner**" shall have the meaning ascribed thereto in Section 4.9 hereof;

(nn) "**Requesting Party**" shall have the meaning ascribed thereto in Section 7.1 and/or Section 11.1 hereof, as the case may be;

(oo) "**Servient Owner**" shall have the meaning ascribed thereto in Section 4.8 hereof;

(pp) "**Shared Facilities**" means the facilities, systems and services (including, without limitation, the Shared Services) that service or benefit more than one of the Properties, as set out in Schedule "A" hereto.

(qq) "**Shared Facilities Budget**" or "**Shared Facilities Budgets**" shall have the meaning set out in Section 6.1 hereof;

(rr) "**Shared Facilities Committee**" shall mean the committee formed in accordance with the provisions of Section 6.3 to, among other things, co-ordinate the preparation of the Shared Facilities Budgets;

(ss) "**Shared Facilities Costs**" means the aggregate of all costs and expenses determined in accordance with this Agreement, of maintaining, operating, repairing, replacing and/or inspecting each of the Shared Facilities;

(tt) "**Shared Services**" means all servicing pipes, wires, cables, conduits, and/or the physical components of the mechanical and/or electrical servicing systems serving or benefitting the Owners, including without limitation, all pertinent portions of the hydro electric, water, storm and sanitary sewer systems, gas systems, emergency systems, computer controlled building access systems, generator(s), alarm systems, telephone systems, internet systems, television systems, fire protection systems (as well as pertinent portions of various ancillary computer software and/or mechanical, electronic, and/or electrical fixtures and equipment appurtenant thereto), which provide power, heat, water, drainage, emergency service, telephone service, internet service, television service, facilities access, alarm service, fire protection service and/or any other type of service to more than one Owner (whether presently existing or installed after the date of this Agreement), but expressly excluding Exclusive Use Facilities;

(uu) "**Shared Walkway Easements**" means, collectively: i) the easement granted by the City of Ottawa in respect of Part of Lot C, Plan 104, designated as Parts 2 and 3 on Plan 4R-28652; City of Ottawa, notice of which was registered in the LRO on October 8, 2015 as Instrument No. OC1729137; and ii) the easement granted in favour of the City of Ottawa in respect of Part of Lots A and B, Plan 104, designated as Part 1 on Plan 4R-28652; City of Ottawa, notice of which was registered in the LRO on October 8, 2015 as Instrument No. OC1729138;

(vv) "**Stairs Encroachment**" shall have the meaning ascribed thereto in Section 4.14 hereof;

(ww) "**Suspended Period(s)**" shall have the meaning ascribed thereto in Section 4.7 hereof;

(xx) "**SWCHC**" means Somerset West Community Health Centre.

(yy) "**SWCHC JUMA**" means a joint use and maintenance agreement between the Declarant and SWCHC, notice of which was registered in the LRO on September 20, 2016 as Instrument No. OC1828358;

(zz) "**Temporary Easements**" shall mean the three (3) temporary easements reserved in favour of the Phase II Property in the Declaration; and

(aaa) "**Terminating Party(ies)**" shall have the meaning ascribed thereto in Section 9.3(c) hereof.

2. RECITALS

2.1 The recitals hereinbefore set forth are true in substance and in fact.

3. EFFECT OF AGREEMENT

3.1 This Agreement shall not be terminated other than by written consent of the parties hereto.

3.2 This Agreement shall not be terminated by the termination of the Condominium Corporation pursuant to the Act and the parties hereto covenant and agree that the terms the "Condominium Corporation", the "Commercial Owner" and the "Phase II Owner" will refer to the owners from time to time of the lands or any part thereof described as Condominium Property, Commercial Property and the Phase II Property, respectively.

4. EASEMENT AND COST SHARING PROVISIONS FOR THE SHARED FACILITIES

Easements

4.1 The Properties of each of the parties to this Agreement are together with and subject to easements, rights and rights in the nature of an easement in favour of the other as set out on the registered title of the Properties and/or created in the Declaration creating the Condominium Corporation as may be relocated, suspended or created pursuant to the provisions set out in Sections 4.6, 4.7 or 4.8 herein (individually, an "**Easement**", collectively, the "**Easements**"). The parties hereto confirm the grant and exchange of Easements.

4.2 The enjoyment or use at any time of the Easements shall be subject to such reasonable rules and requirements as may be imposed from time to time by the grantor of any such Easement. The benefitting owners, in exercising their rights under the Easements, shall act in a prudent and reasonable manner so as to minimize the interference (insofar as is reasonably possible)

occasioned to the other party by the use of such Easement, and each party herein covenants and agrees to comply with all of the provisions herein contained and will not authorize or condone any breach thereof by any resident, occupant, invitee, servant or agent.

4.3 In the event that damage or inconvenience is caused to the Property of the grantor of an Easement as a result of the exercise of the grantee's rights to such Easement, the party that caused the damage or inconvenience shall repair the damage or remedy the cause of the inconvenience forthwith at its own expense.

4.4 All of the Easements and rights of entry granted in this Agreement are granted to the grantees thereof, their respective heirs, estate trustees, personal representatives, successors and assigns, servants, agents, workmen, invitees, residents and tenants and others authorized by them for the purposes therein and herein referred to and to the unit owners of the Condominium Corporation, from time to time. It shall be a continuing duty of the Condominium Corporation, the Commercial Owner and the Phase II Owner, respectively, to ensure that the owners, tenants, and occupants of their respective Properties co-operate fully with each other in the exercise of their respective rights hereunder.

4.5 By entering into this Agreement, each party agrees to execute any further documents, assurances, agreements or transfers requested by another party, to grant, transfer, convey or confirm all or any of the Easements, rights and privileges in the nature of an easement purported to be granted or contemplated hereunder, including, without limitation, any documents required to surrender Easements, privileges or rights extinguished or replaced, or to grant, transfer or convey new Easements, privileges or rights contemplated by this Agreement and any Schedules hereto, as well as effecting all necessary revisions to this Agreement and the Schedules, including, in the case of the Condominium Corporation, the passage, confirmation and registration of any requisite by-law pursuant to the Act.

Relocation of Easements

4.6 Each Owner shall:

(a) have the unilateral right to relocate any of the Easements (which relocated Easements and easement areas shall be hereinafter referred to as the "**Relocated Easements**") in order to re-align the Easements with the as-built location of any building, structure, facility and/or improvements intended to be used pursuant to the Easements or to rectify any encroachment of a building, structure, facility and/or improvement that was not intended to be part of the Easement, provided however that:

(i) any relocation of an Easement and/or amendment of an Easement does not diminish the benefit of the Easement to such an extent that it would no longer be adequate for the purposes intended;

(ii) the Owner requiring the Relocated Easement shall prepare a reference plan delineating the area of the Relocated Easement; and

(iii) the Owner requiring the Relocated Easement shall be responsible, at its sole cost and expense, for procuring any and all consents from Governmental Authorities required in connection with the relocation of the Easement, on the understanding that all necessary parties hereto shall co-operate with the Owner in satisfying any conditions imposed with respect thereto.

(b) use its best efforts to procure any such releases and reconveyances as may be required from time to time in order to evidence and confirm the Relocated Easements, as hereinbefore contemplated, and shall execute any and all documentation and do and suffer any act necessary to give effect to same, and there shall be no additional consideration payable by the parties with respect to the aforesaid release and reconveyance of the relevant Easements, and the transfer, grant and conveyance of the Relocated Easements, provided that the preparation and registration of all of the aforesaid documentation shall be performed by the Owner requiring the Relocated Easement, all at its sole cost and expense.

Suspension of Easements

4.7 Throughout the term of the Temporary Easements, the Owners acknowledge and agree that the benefit and use of any other Easements that may have been granted over the same lands, and the use by the Owner of the Property on which such Temporary Easements are located, may be interrupted and/or completely suspended by the party benefitting from such Temporary Easements, i.e. the Phase II Owner, for such period or periods of time (the "**Suspended Period(s)**") throughout the duration of the Temporary Easements. In the event that any Owner is deprived of its benefit or use of a Shared Facility during such Suspended Period(s), it shall not be required to contribute its Proportionate Share of Shared Facilities Costs during such Suspended Period(s). If any Owner is not required to pay their Proportionate Share pursuant to this Section 4.7, the Proportionate Share to be paid by each of the remaining Owner(s) obligated to pay its

respective Proportionate Share shall be adjusted in accordance with the formula set out in Section 4.13 herein.

Omitted Easements

4.8 In the event that an Owner (in this paragraph, the "**Dominant Owner**") at any time and from time to time shall deliver written notice to any other Owner (in this paragraph, the "**Servient Owner**") that any easement, right, or right in the nature of an easement in, on, over, across, through, above, under, or otherwise pertaining to such Servient Owner's Property as servient tenement, in favour of the Dominant Owner's Property which is, in its opinion, acting reasonably, required for the proper and efficient functioning of the Dominant Owner's Property, has not been created for any reason, the Servient Owner shall grant, transfer and convey such easement, right or right in the nature of an easement in accordance with the following provisions of this paragraph and shall co-operate with the Dominant Owner in satisfying any conditions imposed to obtain all necessary consents with respect thereto. The Dominant Owner shall deliver to the Servient Owner with its request for any such Easement a draft reference plan prepared by an Ontario Land Surveyor engaged at the sole cost and expense of the Dominant Owner, depicting thereon those portions of the Servient Owner's Property which are intended to be made subject to the said easement, together with written reasons explaining why such easement is required. In the event that the Servient Owner shall dispute the requirement for such an easement, such dispute shall be resolved pursuant to the ADR provisions contained in this Agreement based on the criteria for such an easement set forth above in this paragraph. Provided that the Dominant Owner obtains the necessary consent(s) (if required by operation of law) of the Committee of Adjustment, thirty (30) days following the later of the date upon which such consent(s) becomes final, binding and incapable of further appeal the Servient Owner shall grant, transfer and convey the said easement to the Dominant Owner. The form of any transfers of easement required to give effect to the aforesaid grant, transfer and conveyance of the said easement, shall be mutually agreed upon by the parties, failing which the form of such transfer of easement shall be decided pursuant to the ADR provisions contained in this Agreement. There shall be no additional consideration payable by the parties with respect to the transfer, grant and conveyance of the said easement, provided that the preparation and registration of all of the aforesaid documentation shall be performed by the Dominant Owner all at its sole cost and expense. The obligation to grant, transfer and convey any easement pursuant to this paragraph shall be stayed pending the decision of the arbitrator with respect to any arbitration initiated pursuant to this paragraph, or such earlier resolution of the dispute in accordance with the ADR provisions contained in this Agreement.

Omitted Shared Facilities

4.9 In the event that an Owner (in this paragraph, the "**Requesting Owner**") at any time and from time to time shall deliver written notice to any other Owner that any facilities, systems and services that service or benefit more than one of the Properties or servicing or benefitting one Property is located on another Property, have not been identified and accounted for herein as Shared Facilities (in this paragraph the "**Omitted Shared Facilities**"), the Owners hereto shall (a) amend this Agreement by adding the Omitted Shared Facilities to the Schedules to this Agreement together with the Proportionate Share of the Shared Facilities Costs payable by the applicable Owners with regards to such Omitted Shared Facilities, as agreed upon by those Owners; and (b) amend the applicable budgets described at Article 6 below to add the Shared Facilities Costs of the Omitted Shared Facilities. The Requesting Owner shall deliver to the other Owners its request to add the Omitted Shared Facilities as aforementioned, together with written reasons explaining why such addition is required. In the event that any of the other Owners disputes the requirement for such an addition, such dispute shall be resolved pursuant to the ADR provisions contained in this Agreement having regard to the proper and efficient functioning of the Properties and the equitable allocation of the Shared Facilities Costs.

Proportionate Share re: Shared Facilities

4.10 The Owners hereby covenant and agree with each other to maintain, operate, repair, replace or inspect as the case may be, the Shared Facilities, and the cost of so maintaining, operating, replacing, repairing and/or inspecting same shall be borne in accordance with each Owner's respective Proportionate Share described in Schedule "A" hereto and shall be paid for by each Owner in accordance with the terms of this Agreement. In determining what costs are appropriate Shared Facilities Costs, the Owners and the Shared Facilities Committee shall be governed by the provisions in Schedule "B" of this Agreement.

4.11 Title to all or some of the Properties are subject to the Encroachment Agreements, the Joint Use and Maintenance Agreements, the Shared Walkway Easements, and the City of Ottawa Drainage Easement. The costs incurred by any Owner in fulfilling its obligations pursuant to such agreements including, without limitation, any fees, repair, maintenance, replacement, removal or insurance costs, shall be shared by the Owners in accordance with their Proportionate Share described in Schedule "A" hereto.

4.12 Notwithstanding the generality of the foregoing Section 4.10, until such time as:

(a) any portion of the Commercial Property is constructed and completed to a stage that will permit occupancy of the commercial units therein by the public, the Commercial Owner shall not be required to contribute towards its Proportionate Share of the Shared Facilities Costs and such share will be borne by the other Owners in accordance with this Agreement; and

(b) any portion of the Phase II Property is constructed and completed to a stage that will permit occupancy of the Phase II Property by the public, the Phase II Owner shall not be required to contribute towards its Proportionate Share of Shared Facilities Costs and such share will be borne by the other Owners in accordance with this Agreement.

4.13 Notwithstanding the generality of the foregoing Section 4.10, if any of the Owners are not required to pay their respective Proportionate Share pursuant to the provisions of Section 4.12 (such Owners being described hereinafter as the "**Non-Paying Owners**", or, if singular, the "**Non-Paying Owner**") the respective Proportionate Share to be paid by each of the remaining Owner(s) obligated to pay its respective Proportionate Share (the "**Paying Owners**", or, if singular, the "**Paying Owner**") shall be amended accordingly in the following manner:

(a) if there is more than one Paying Owner for a specific Shared Facility, the Proportionate Share figure attributable to a Non-Paying Owner with regards to a specific Shared Facility shall be divided amongst the Paying Owners according to the ratio of the Paying Owners' Proportionate Share figures to one another; or

(b) if only one Paying Owner remains for a specific Shared Facility, the entire cost attributable to a Non-Paying Owner with regards to a specific Shared Facility shall be borne solely by said Paying Owner.

Bethany Hope Building Stairs

4.14 The stairs for the Bethany Hope building encroach from the Phase II Property onto part of Part 3, Plan 4R-29596 as shown on Plan 4R-29596 (the "**Stairs Encroachment**"). For greater certainty, the Owners agree that the Stairs Encroachment is not a Shared Facility and the Phase II Owner shall maintain, repair, replace, inspect and insure same at its sole cost and expense.

General

4.15 Without limiting the generality of the foregoing, and to the extent that any of the Easements shall be finally interpreted or adjudged (by a court of competent jurisdiction) as failing to, or incapable of, creating a right or interest in land, such Easement so adjudged or interpreted shall be deemed to constitute a licence in favour of those parties and for those specific purposes, as set out herein and the parties hereto shall execute any and all documentation that may be required in order to give further effect to this provision.

4.16 Subject to the Act (only as it relates to the Condominium Property), the use of the Shared Facilities shall be subject to such reasonable rules and requirements as may be imposed by the Owner of the Property on which such Shared Facility is located. The benefitting owners, in exercising their rights of use of such Shared Facility as provided in this Agreement, shall act in a prudent and reasonable manner so as to minimize the interference (insofar as is reasonably possible) occasioned to the other party by the use of such Shared Facility, and each party herein covenants and agrees to comply with all of the provisions herein contained and will not authorize or condone any breach thereof by any resident, occupant, invitee, servant or agent.

5. BENEFIT AND BURDEN

5.1 The parties hereto hereby 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 Properties including the applicable Shared Facilities which are intended 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 Property is governed by the Act, shall convey any interest in any part(s) of the Properties without: (i) obtaining from the grantee thereof a written assumption agreement containing a 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 Section 5.1(c); (ii) attending to registration thereof on the title to the Properties, immediately after said conveyance; and (iii) forthwith after registration, providing notice thereof to the Owners together with a copy of such registration and assumption agreement.

5.2 The provisions of this Agreement are intended to run with the Properties and any portion thereof benefited and burdened thereby, and shall be binding on and enure for the benefit of each of the Owners and their respective successors, assigns, and successors in title.

5.3 Upon the sale, transfer or conveyance by the Commercial Owner of all or a portion of the Commercial Property, or by any subsequent transferee of all or a portion of the Commercial Property, and upon the execution and registration on title of the assumption agreement contemplated in Section 5.1(c) hereof, and delivery of notice to the other Owners together with a copy of such registration and assumption agreement, 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 Property sold, transferred or conveyed, and it shall no longer be liable to the other Owners for any breach of this Agreement caused or occurring subsequent to the date of such sale, transfer or conveyance relating to such Property; correspondingly, any subsequent transferee of such land 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.

5.4 Upon sale, transfer or conveyance by the Phase II Owner of all or a portion of the Phase II Property, or by any subsequent transferee of all or a portion of the Phase II Property, and upon the execution and registration on title of the assumption agreement contemplated in Section 5.1(c) hereof, and delivery of notice to the other Owners together with a copy of such registration and assumption agreement, 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 Property sold, transferred or conveyed, and it shall no longer be liable to the other Owners for any breach of this Agreement caused or occurring subsequent to the date of such sale, transfer or conveyance relating to such Property; correspondingly, any subsequent transferee of such land 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.

5.5 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 Owner(s) affected thereby, which shall not be unreasonably withheld;

(b) do nor omit to do anything to impair any right of support of the Properties or to render unstable or unsafe any structure(s), foundation(s), supporting column(s), footing(s), wall(s) or roof or floor slab(s) belonging to the other Owner(s).

5.6 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 Property without the other Owner's prior written consent, which shall not be unreasonably withheld, if such expansion, burden or increase may be adequately compensated monetarily and 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 Proportionate Share.

6. MANAGEMENT OF THE SHARED FACILITIES

Maintenance/Repair Obligations and Preparation of Budgets

6.1 Each Owner shall have the right and obligation to manage, control the use of, repair, replace, operate, inspect and maintain the Shared Facilities which it owns, in a reasonable and prudent manner, taking into consideration the rights and Easements granted to any other Owner. Within thirty (30) days of entering into this Agreement each of the Owners shall prepare a budget (each referred to herein as a "**Shared Facilities Budget**" or, collectively, as "**Shared Facilities Budgets**") setting out in reasonable detail the anticipated Shared Facilities Costs (including, without limitation, realty taxes applicable to the Shared Facilities, if any) relating to those Shared Facilities which are within the Condominium Property, Commercial Property or Phase II Property, as the case may be, and for which each Owner must pay its Proportionate Share. The first Shared Facilities Budgets shall relate to the anticipated Shared Facilities Costs from the date of the Declaration of the Condominium Corporation to the end of the first fiscal year of the Condominium Corporation. The Shared Facilities Budgets shall be prepared in accordance with Schedule "B" of this Agreement and, except for the first Shared Facilities Budgets which shall be prepared and presented as set out above, shall be prepared and presented to the other Owners at least thirty (30) days in advance of the end of each fiscal year of the Condominium Corporation for the anticipated Shared Facilities Costs to be charged the ensuing year.

Notwithstanding the generality of the foregoing, those parts of the Shared Facilities that benefit the Property of only one Owner (the "**Exclusive Use Facilities**") shall be considered the property of that benefitting Owner, notwithstanding that it is situate within the Property of another Owner, and said benefitting Owner shall manage, control the use of, repair, replace, operate, inspect and maintain such Exclusive Use Facilities and shall be solely responsible for all costs in relation

thereto from the point of connection of such Exclusive Use Facilities with that part of the Shared Facilities which benefit more than one Owner.

Payment of Shared Facilities Costs

6.2 Subject to Section 4.12, Shared Facilities Costs shall be paid by each Owner to the Owner that prepared the Shared Facilities Budget in relation thereto, in monthly instalments, in advance, equal to one-twelfth (1/12th) of such Shared Facilities Budget on the first day of each month. Upon actual costs being known, the monthly payment of Shared Facilities Costs may be adjusted, or a lump sum payment may be demanded by an Owner, on at least forty-five (45) days prior written notice. Any dispute arising in connection with the management, use, repair, replacement, operation, inspection and maintenance of the Shared Facilities or in connection with a Shared Facilities Budget shall be resolved pursuant to the ADR provisions contained in this Agreement.

Shared Facilities Committee

6.3 The Shared Facilities Committee shall co-ordinate the relationship between the Owners in respect of the Shared Facilities, and shall co-ordinate, but shall have no direct authority over, the use, maintenance, repair, etc. of the Shared Facilities, as well as the preparation and submission of the annual Shared Facilities Budgets. Each of the Owners shall have equal representation on the Shared Facilities Committee, which accordingly shall have a minimum of three (3) members, provided that the representative selected by each party may be temporarily replaced by another representative of necessity (i.e. vacation, illness, etc.) from time to time to be a proxy to attend and vote at the meeting in his or her place. To be effective, the proxy must be in writing.

6.4 Each Owner shall provide the other Owners in writing with the name(s) and telephone number(s) of its liaison personnel for the purposes of notification in case of emergency.

6.5 At any meeting of the Shared Facilities Committee, a quorum shall consist of at least three (3) members thereof. All decisions of the Shared Facilities Committee shall be unanimous requiring the affirmative vote of all three members of the Shared Facilities Committee. If thirty (30) minutes after the time appointed for the holding of any meeting of the members of the Shared Facilities Committee, a quorum is not present, the meeting shall stand adjourned to the same time on the corresponding date of the next following week.

SWCHC JUMA – Owners' Committee

6.6 Each of the Commercial Owner and Condominium Corporation covenant and agree in favour of the Phase II Owner that in respect of the "Owners' Committee" formed pursuant to Article 7 of the SWCHC JUMA, it shall not exercise its vote in respect of decisions made by such Owners' Committee in a manner which materially increases the Shared Facilities Costs of the Phase II Owner pursuant to this Agreement, unless such decision has first been put to vote and unanimously approved by the Shared Facilities Committee pursuant to Section 6.5 of this Agreement. In the event that such a decision is made in contravention of this Section 6.6, the increased Shared Facilities Costs occasioned by the Phase II Owner shall thenceforth be attributable to the defaulting party(ies) (being the Commercial Owner and/or Condominium Corporation as the case may be) in accordance with the formula set out in Section 4.13 herein as if the Phase II Owner and other non-defaulting party, if any, were each a Non-Paying Owner, and each defaulting party were a Paying Owner, in respect of such increased costs.

6.7 The Commercial Owner and the Condominium Corporation agree that in respect of the two representatives to be appointed to the "Owners' Committee" formed pursuant to Article 7 of the SWCHC JUMA by the "Tamarack Owner", as same is defined in the SWCHC JUMA, one of such representatives shall be appointed by the Condominium Corporation and one of such representatives shall be appointed by the Commercial Owner.

7. SELF-HELP REMEDIES / INTEREST PAYABLE ON DEFAULT OF PAYMENT

Self-Help Remedies

7.1 In the event any one Owner (the "**Defaulting Party**") fails to perform any of its obligations under this Agreement, any one Owner or all of the other Owners, (collectively or individually referred to as the "**Requesting Party**") may provide the Defaulting Party with written notice requesting it to perform its obligations and if the required obligation to be performed is not commenced within seventy-two (72) hours of such notice being delivered, and is not diligently continued after the giving of such notice, or without any notice being required in the event of emergency, the Requesting Party shall be entitled to perform the obligations of the Defaulting Party, including without restricting the generality of the foregoing, the payment of any cost or expense required to be made by the Defaulting Party pursuant to this Agreement, including the performance of the required repair or replacement work, the hiring of contractors etc., and such Requesting Party shall be allowed entry onto the Defaulting Party's Property to achieve this purpose. The Defaulting Party agrees to pay directly to the Requesting Party, any cost or expense actually paid or incurred by the Requesting Party in performing the obligations of the Defaulting Party pursuant to this Agreement; provided, however, that any amount of expenses paid or incurred by the

Requesting Party as can clearly be demonstrated to be substantially in excess of the reasonable costs or expense which would properly have been paid had the Requesting Party exercised due diligence in the performance of such work shall not be recoverable against the Defaulting Party.

7.2 Any cost or expense incurred by the Requesting Party pursuant to Section 7.1 shall bear interest at the posted prime rate of the Royal Bank of Canada (Ottawa main branch) charged to its most favoured commercial customers as the same fluctuates from time to time (the "**Prime Rate**"), plus five percent (5%) per annum, calculated and compounded monthly (together with the Prime Rate, hereinafter collectively referred to as the "**Interest Rate**"), which interest shall accrue from the date such payment is made by the Requesting Party, until reimbursement is made by the Defaulting Party. This responsibility to pay interest shall be the responsibility of the Defaulting Party whose default resulted in the Requesting Party being required to utilize the provisions of Section 7.1.

Discretionary Payment

7.3 Each Owner shall be entitled to review all bills, invoices and receipts relating to any servicing cost or expense which such Owner is being asked to contribute to pursuant to this Agreement, but it is agreed that the Owner primarily responsible for arranging for the performance of such service, shall have reasonable discretion with regards to the means of performing the same and it is therefore agreed that the amount of any cost or expense actually paid or incurred by any Owner for any work so performed pursuant to this Agreement, shall not be challenged by the other Owners unless clearly demonstrated to be substantially in excess of the reasonable costs or expenses which would properly have been paid had such Owner, primarily responsible for arranging for same, exercised due diligence In the performance of such work. Any dispute under this Section 7.3 or under Section 7.1 as to whether a cost has been clearly demonstrated to be substantially in excess of the reasonable costs or expenses which would properly have been paid had such Owner exercised due diligence in the performance of such work, shall be resolved pursuant to the ADR provisions contained in this Agreement.

Effect of Not Making Prompt Payment

7.4 Each Owner shall pay its Proportionate Share of the costs or expenses in the proportions and for the purposes set forth in this Agreement, promptly when request is made by any Owner who pursuant to this Agreement had arranged for the provision of same. Any amount not so paid shall bear interest at the rate equal to the Interest Rate, which interest shall accrue from the date such payment is due until payment is made by the defaulting Owner. Any cost or expense incurred in the collection of such costs, including all legal expenses incurred on a full indemnity basis shall be the sole liability of the Owner who has defaulted in paying same, and with such defaulting Owner being solely liable for any interest or penalty charges incurred and chargeable pursuant to this Agreement, by it not remitting any payment or charge when due.

Consequential Damage Caused by Shared Facilities or Otherwise

7.5 Subject to Section 7.7, in the event damage occurs to any part of the Shared Facilities, buildings, soil or structures, improvements, and including to any appurtenance, finishing installation or fixture contained therein or affixed thereto caused by any accident or mishap on any other part of the Shared Facilities and which is not covered by any policy of insurance prescribed in this Agreement and which is not caused by the wilful act or gross negligence of an Owner, such damage shall be borne by the Owners in the same proportion as those parties are then liable pursuant hereto, to pay for the operation, maintenance, repair, replacement and inspection of that part of the Shared Facilities causing such accident or mishap as the case may be.

7.6 Subject to Section 7.7, in the event any one party in exercising its Easements or other rights and licenses granted herein, physically alters or damages the buildings, soil, structures or other improvements situate within the applicable Property or part of the Shared Facilities of any other party to this Agreement or any finishing installation or fixture appurtenant thereto, then such alteration or damage shall be restored to the same state and condition it was in prior to such work being conducted or Easement, right or license being exercised, and the cost of such restoration shall be borne by the Owners in the same proportion as those parties are liable pursuant hereto, to pay for the operation, maintenance, repair, replacement and inspection of that part of the Shared Facilities requiring maintenance, repair or replacement.

7.7 In the event that any Owner or any of its owners or permitted occupants through its/their own gross negligence or wilful misconduct physically alters or causes damage to any part of the Property owned by an Owner including to any improvements, soil or structures, fixtures or finishing installations attached or affixed thereto, the said Owner causing such damage shall repair or reimburse the other Owner for such damage at its sole cost and expense, including the cost of redecoration or restoration, in order to restore the damaged portion of the Property of such other Owner (including any improvement, fixture or finishing installation attached or affixed thereto) to, as near as possible, its previous condition before such damage was caused, and shall also reimburse the said aggrieved Owner for such financial loss suffered by it whether directly or indirectly as a result of such conduct.

7.8 Subject to the foregoing provisions of Section 7.5, 7.6 and 7.7 hereof, each of the parties hereto hereby covenants and agrees to indemnify and save the other harmless, from and against all claims, costs, damages and/or liabilities which any of them may hereafter suffer or incur as a result of (or in connection with) the other's use, operation, maintenance and/or repair of the Shared Facilities, or any portion thereof, provided however that no party hereto shall be indemnified for its own acts or instances of gross negligence or wilful misconduct.

Charging Provisions

7.9 Each of the Owners as owners of the Condominium Property, the Commercial Property and the Phase II Property hereby grants, mortgages and charges in favour of the other as and by way of a continuing, fixed and specific mortgage and charge, all the lands and assets comprising their respective lands (and such that when any Owner comprises a condominium governed by the Act, such mortgage and charge shall be given over all the units and common elements comprising the condominium created); such mortgage and charge to be given as security (i) for the payment of its Proportionate Share of the cost or expenses required to be made by each one of them pursuant to this Agreement, and/or (ii) as security for any payments made by the non-defaulting Owner pursuant to Article 16 in respect of construction liens (the "**Construction Lien Payments**") and/or (iii) amounts incurred by a Requesting Party pursuant to Section 7.1, together with interest in accordance with Section 7.2, provided that the applicable provisions of the succeeding subsections of this Article 7 shall apply to and qualify any such mortgage or charge in accordance with those provisions.

7.10 Notwithstanding any provisions of the charge and mortgage being granted from and to either of the Owners pursuant to this Article 7, the said charge and mortgage shall only be enforceable by any such Owner to whom it is given, if all or any part of: (i) the Proportionate Share of the Shared Facilities Cost or expenses; or (ii) amounts due under Section 7.1; or (iii) any Construction Lien Payments which this mortgage and charge is intended to secure, is unpaid for a period longer than two (2) consecutive months from the time such payments are due and only if, in the case of clause (iii), the Owner seeking to enforce this mortgage and charge makes such payments of all or any part of such Construction Lien Payments so payable by such defaulting Owner on its behalf, whereupon such mortgage and charge shall be enforceable against the property so secured thereby in accordance with this Section. Pursuant to this provision, any such Owner to whom such mortgage or charge is given may, but shall not be obliged to, make such payment of all or any part of such costs or expenses or such Construction Lien Payments which has not been paid and which this mortgage and charge is intended to secure.

7.11 Subject to Section 7.14 hereof, the within described mortgage and charge granted in favour of any one Owner pursuant to this Section, shall be enforceable by the party to whom such mortgage and charge is herein granted, maintaining all those remedies granted to a mortgagee pursuant to the provisions of the *Mortgages Act* (Ontario), and any other applicable statutory provision or common law or equitable principle applicable thereto. In the event the Land Registrar requires any such Owner seeking to enforce such mortgage or charge against the registered title of the lands intended to be secured thereby, to apply to a Court of competent jurisdiction for any order, direction, advice or authorization prior to such Land Registrar allowing the registered title of such lands to be amended as a result, such Owner seeking to enforce such mortgage or charge granted to it hereby shall forthwith apply to such Court for any such required order, direction, advice or authorization and the Defaulting Party hereby consents to any such application so being made for this purpose and the Defaulting Party shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Owner or its enforcement of the mortgage or charge (save for the ADR provisions in Article 14 in order to dispute any alleged default and/or the Owner's entitlement to the mortgage charge).

7.12 Alternatively, if the Land Registrar permits, such mortgage or charge asserted by any Owner pursuant to this Section may be enforced by the filing of a caution, a certificate of pending litigation, or other restriction or notice that may be permitted by the provisions of the *Land Titles Act* (Ontario) or by any amendments thereto.

7.13 Any monies arising from any permitted sale of those lands encumbered by the mortgage or charge granted pursuant to this Section shall be applied in the first place, to pay and satisfy the costs and charges of preparing for and making any sale as aforesaid, and all other costs and charges which may be incurred in and about the execution of any of the duties thereof resulting on the party enforcing the mortgage, and in the next place, to pay and satisfy such defaulting Owner's Proportionate Share of costs or expenses required to be paid by this Agreement or any Construction Lien Payments, and interest thereon which such Owner was required to make in accordance with this Agreement, and finally to pay the surplus, if any, to such defaulting Owner, or to its successors and assigns.

7.14 For greater certainty and for the purpose of determining the priority of any mortgage or charge referred to in this Section granted in favour of any other Owner relative to any other charge, mortgage or encumbrance, it is acknowledged and agreed by the Owners hereto, that an advance under such mortgage or charge so referred to in this Section shall be deemed to be made, only if and when: (i) an Owner fails to pay when due its Proportionate Share of the Shared

Facilities Costs to the Owner to whom such mortgage and charge is given, or (ii) a Defaulting Party fails to pay to the Requesting Party any amounts when due under Sections 7.1 or 7.2, or (iii) any Construction Lien Payment is made by an Owner in accordance with Article 16, in strict accordance with the provisions of Section 7.10.

Therefore, any other charge, mortgage or encumbrance including any amendment thereto enjoys complete priority over the mortgage or charge referred to in this Article 7, to the extent that any and all advances made under any such other charge, mortgage or encumbrance arise prior to a point in time of any advances deemed to have been made in accordance with the first paragraph of this Section 7.14.

Further, notwithstanding anything contained in this Agreement to the contrary, it is also expressly understood and agreed that once the mortgage or charge (or any notice thereof, or any caution or certificate of pending litigation with respect thereto) has been registered against the title to same, and once such registration occurs, the mortgage or charge shall then be deemed to be fully postponed and subordinate to all liens, mortgages, charges, interests and any other encumbrances (including any and all amendments thereto or extensions thereof made from time to time) which are registered against the Defaulting Party's lands and/or appurtenant interests in priority to the registration of the mortgage or charge.

7.15 For greater certainty, the execution by any Owner of a certificate of compliance pursuant to the provisions of Article 11 of this Agreement to the effect that no Owner has advanced any monies on behalf of any Defaulting Party pursuant to the provisions of this Article 7, shall constitute irrefutable evidence and proof that neither Owner, as the case may be, maintains any claim for any amount due on any mortgage and charge referred to in this Article 7.

8. INSURANCE

8.1 The Condominium Corporation shall arrange one or more policy(ies) of insurance, separate from all other policies of insurance the Condominium Corporation may have, to keep all Shared Facilities within the Building and all equipment therein, insured against loss or damage by perils of "all-risk" (being the perils from time to time included in the "standard all-risk" policy issued by insurers from time to time in the industry), including without limiting the generality of the foregoing, fire, standard extended coverage perils, flood, earthquake and resultant damage from error in design and faulty workmanship to the extent available and as would be obtained by a prudent owner of a comparable mixed use building, and in any event in an amount sufficient to prevent any party from being deemed a co-insurer and equal to the full replacement cost of the Shared Facilities within the Building, and which policy(ies) shall contain a "disputed loss agreement" between the property insurers and the boiler and machinery insurers to the extent they are not the same party. The Phase II Owner shall arrange for one or more policy(ies) of insurance, separate from all other policies of insurance the Phase II Owner may have, to keep the Shared Facilities within the Phase II Property, if any, and all equipment therein, insured against loss or damage by perils of "all-risk" (being the perils from time to time included in the "standard all-risk" policy issued by insurers from time to time in the industry), including without limiting the generality of the foregoing, fire, standard extended coverage perils, flood, earthquake and resultant damage from error in design and faulty workmanship to the extent available and as would be obtained by a prudent owner of a comparable property, and in any event in an amount sufficient to prevent any party from being deemed a co-insurer and equal to the full replacement cost of the Shared Facilities within the Phase II Property, and which policy(ies) shall contain a "disputed loss agreement" between the property insurers and the boiler and machinery insurers to the extent they are not the same party.

Similarly, each Owner shall maintain a policy insuring commercial public liability, including contractual liability on an occurrence basis against claims for personal or for bodily injury, death or property damage suffered by others arising in connection with the respective buildings and the Properties, or out of the operations of the Condominium Corporation, the Commercial Owner or the Phase II Owner in, on or about the Properties, indemnifying and insuring the Condominium Corporation, the Commercial Owner and the Phase II Owner in such amounts (but in any event not less than $5,000,000) and to such extent as prudent owners of comparable properties would, from time to time, carry, for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence and, without limiting the generality of the foregoing, with provisions for cross-liability and severability of interests, which insurance policy shall be primary and shall be fully exhausted before calling into contribution any other insurance available to the parties and/or to any owner of a condominium unit, and any additional insurance policy placed by any such person in its own behalf shall be in excess of the primary insurance required hereunder. Each party shall be named as insured, and their respective directors, officers, managers, servants and employees shall be unnamed insureds.

8.2 The Condominium Corporation and the Commercial Owner together shall arrange for one policy of comprehensive boiler, machinery and pressure vessel insurance in such amount as would be normally maintained by a prudent owner of a comparable mixed use property and which insurance policy shall contain a "disputed loss agreement" between the property insurers and the boiler and machinery insurers to the extent they are not the same party.

8.3 The policy or policies of insurance to be obtained shall name each Owner hereto as an insured, subject to a breach of conditions clause protecting the innocent insured, and shall name as co-insured, in the case and at the request of the Commercial Owner and/or the Phase II Owner, any registered encumbrancer, and in the case of the Condominium Corporation, the unit owners and mortgagees, from time to time. All insurance policies required to be maintained hereunder shall be placed on an agreed amount basis as co-insurance is not permissible and with no deductible in excess of five percent (5%) of the agreed amount. Each party shall deliver to the other, upon request certified copies of all of the insurance policies required to be taken out and maintained in accordance with this Agreement.

8.4 Such policies of insurance shall contain provisions prohibiting their cancellation or modification that reduces or restricts coverage without at least sixty (60) days prior written notice by registered mail to the Owners and to all parties whose interest appears thereon.

8.5 Such policies of insurance shall be taken out with reputable and financially stable insurance company or companies authorized to do business in Ontario, and, in respect of the Condominium Property, shall be at a minimum, the type and coverages of insurance required to be carried pursuant to the Act and the Declaration. Each policy of insurance shall, in addition to any other requirements herein set forth, contain the following provisions:

(a) waiver of subrogation against the Condominium Corporation, the Commercial Owner, the Phase II Owner, and their respective directors, officers, managers, agents, employees and servants; and

(b) a waiver of any defence based on invalidity arising from the conduct or act of omission of or breach of a statutory condition by any person.

8.6 The Condominium Corporation shall obtain and provide to the Commercial Owner and the Phase II Owner, periodically, an appraisal from one or more independent, qualified appraisers of the full replacement cost of the Building and the Shared Facilities therein whenever any of them, acting on the advice of its insurance advisor, deems it advisable, but not later than once in every three (3) year period, and the cost of such appraisal shall be borne by each of them in the same ratio that they are responsible to pay for that insurance as hereinafter provided. The Phase II Owner shall obtain and provide to the Condominium Corporation and Commercial Owner, periodically, an appraisal from one or more independent, qualified appraisers of the full replacement cost of the Phase II Property and the Shared Facilities therein whenever any of them, acting on the advice of its insurance advisor, deems it advisable, but not later than once in every three (3) year period, and the cost of such appraisal shall be borne by each of them in the same ratio that they are responsible to pay for that insurance as hereinafter provided

8.7 The parties' respective share of the costs of such combined insurance program shall be as set out in Schedules "A" and "B" hereof. In the event of a disagreement on the respective shares, the parties shall commission their insurance agents and/or advisors to allocate the cost of such combined insurance between them on the basis of the "experience rating" applicable to each of them, the appraised replacement value of the respective Properties or any part or parts thereof and any other relevant factors, and such insurance cost allocated to each of them shall constitute a part of that party's Proportionate Share of the Shared Facilities Costs. This provision shall not be construed to make the Owner an insurer of the other Owner.

8.8 Nothing in this Agreement shall be construed to prohibit or restrict any party from arranging other insurance coverage, in addition to the coverage as specified in this Agreement, and the premium therefore shall be paid by the party so arranging same.

9. DAMAGE TO THE BUILDING

9.1 If any Property is damaged to the extent of less than 25%, the respective Owner(s) shall rebuild, restore and repair same in accordance with this Agreement.

9.2 If major damage has occurred to any Property, each Owner shall determine whether the damage extends to more than 25% and in the event of a dispute such determination shall be resolved pursuant to the ADR provisions contained in this Agreement.

9.3 Where there has been a determination that any Property has 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 Property 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 their respective Easements and rights described herein and at law;

(b) all Owners have elected not to rebuild, the Owners need not rebuild their respective Property; or

(c) one or more, but not all, of the Owners has elected not to rebuild, the Owner(s) electing not to rebuild (hereinafter the "**Terminating Party(ies)**") shall inform the other Owners of its election and shall nevertheless rebuild, repair and restore its Property in such a manner so as not to, in any material way adversely affect the use and enjoyment of any Easements, rights, licence or other interest over the Shared Facilities as described herein or at law, so that the use and enjoyment of the other Owners of their respective Properties will not be adversely interfered with or affected. A certain sum shall be retained from any insurance proceeds payable to a Terminating Party(ies), so that proceeds as are required to ensure that the Terminating Party performs those obligations, are maintained and suitable escrow arrangements shall be made with respect to those funds. Failing an agreement between the Terminating Party and the other Owners as to the manner by which such proceeds are to be held, or failing agreement between them as to the appropriate holdback, this determination shall be resolved pursuant to the ADR provisions contained in this Agreement.

9.4 For the purposes of this Section, any Owner which is a condominium shall be deemed to have elected not to rebuild, if the owners of the units in the condominium have voted for termination pursuant to the Act.

9.5 In complying with its obligations provided in Section 9.3(c) above, the Terminating Party shall be required to grant new easements or rights appurtenant to any other Owner's Property, which will enable such Owner to restore or construct (in such manner so as not to diminish in any material way, the value of such Owner's Property) any part of the Owner's Property (and facilities and services therein) necessary to enable such Owner to continue the use and enjoyment of the Easements and other rights enjoyed or used by such Owner pursuant to this Agreement. Any new easement or right so granted, shall have the same force and effect and shall be subject to the provisions of this Agreement, as if same had been granted at the time of execution of this Agreement.

9.6 Each Owner required under this Section to carry out repair, restoration or replacement of any part of its Property will commence such work at the earliest date that is reasonable in all of the circumstances, and will proceed to complete such work with reasonable diligence.

9.7 All repairs carried out under this Section shall be carried out in full compliance with all laws performed substantially in accordance with the original plans, specifications, drawings and designs used in the original construction of the Properties, or if the Properties have been altered, the plans, specifications, drawings and designs showing such alterations.

10. ALTERATIONS

10.1 Subject to the provisions of Articles 4 and 6 of this Agreement, each Owner may at any time at such Owner's sole cost and expense, make alterations, additions, improvements or relocations to its Property including without restriction, demolition, reconstruction and repairs to foundations and footings, and in connection therewith may relocate any Easement within its lands which has been granted to the other party(ies) hereto pursuant to this Agreement, or the Declaration provided, however, that such alterations, additions, improvements and relocations shall not, without the written consent of such other Owner(s):

(a) diminish in any material way the benefits afforded to such other Owner(s) by such Easement; or

(b) unreasonably interrupt the use of such Easement by such other Owner(s); or

(c) diminish in any material way the value or use of the lands of the other Owner(s); or

(d) detrimentally interfere with any of the Shared Facilities; or

(e) substantially alter the exterior appearance of the Properties and the improvements thereon, including, without limitation, the Building.

10.2 If at any time, any Owner proposes to make any alterations, additions, improvements or relocations to its respective Property which will require the consent of the other Owner(s) pursuant to the terms of Section 10.1 hereof, before commencing any such work in connection therewith, such Owner shall give to the other Owners a copy of the plans and specifications showing the proposed work. Upon receipt of the plans and specifications, such party shall have twenty (20) days thereafter to approve the undertaking of such work, provided that refusal to grant consent can only be based on the provisions of Sections 10.1(a) - 10.1(e) inclusive, hereof; should no notice of refusal to grant consent be received by the Owner desiring to undertake the said work, then the other Owner(s) shall conclusively be deemed to have agreed to the said work and to have given its consent under the provisions of Section 10.1, provided that the said work is done in all material respects as shown on the plans and specifications as so furnished. Provided further that if the Owner(s) having received the said plans and specifications gives written notice of refusal to grant consent to the said work, it shall in its notice state the reason it does not so consent in accordance with the provisions of Sections 10.1(a) - 10.1(e) inclusive, together with a

reasonable explanation in connection therewith, in which event no such alterations, additions, improvements or relocations proposed by the Owner so furnishing the plans and specifications shall be commenced until the Owners have agreed to a resolution of the disagreement and should there be no resolution within ten (10) days after consent to the plans and specifications is refused, the disagreement shall be resolved pursuant to the ADR provisions contained in this Agreement.

10.3 All alterations, additions, relocations or improvements permitted by this Agreement shall be done in full compliance with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction over the Properties and, to the extent reasonably practicable, in such a manner as to reasonably minimize the interference with the use or enjoyment of the other party of their Property and of their Easement rights provided herein and shall be done on two (2) days prior written notice and during time periods which will not unreasonably cause inconvenience or nuisance to the other Owner(s)' Property and its occupants.

11. CERTIFICATE OF COMPLIANCE

Certificate of Compliance

11.1 Each Owner at any time and from time to time during the term of this Agreement, shall within ten (10) days after written request by any Owner or other person apparently having an interest in the Properties (hereinafter called the "**Requesting Party**") and the payment of a reasonable fee (not to exceed the maximum fee that a corporation may charge for providing a status certificate pursuant to the Act) 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 the terms and provisions of this Agreement have been complied with to date, and whether or not there is any existing default (alleged or complained of) under this Agreement by any party and if there is any such default, specifying the nature and extent thereof, and in particular whether an Owner has paid its Proportionate Share of the Shared Facilities Costs or other amounts it is required to pay hereunder, including whether any Owner claims a mortgage or charge pursuant to the provisions of Sections 7.9 to 7.15, both inclusive, hereof;

(c) whether the Owner executing the certificate has performed or caused to be performed, or is then performing or causing to be performed, any maintenance or other work, the cost of which the Owner is or will be entitled to charge in whole or in part to the other Owner(s) pursuant to this Agreement but has not yet so charged and if there be any such maintenance or other work, specifying the nature and extent thereof; and

(d) the current addresses to which notices given to the Owners are required to be delivered under Section 17.1 of this Agreement;

11.2 If any Owner fails to execute and deliver such certificate of compliance to the Requesting Party within such ten (10) day period, then such non-complying Owner shall be deemed to have certified as follows:

(a) that this Agreement has not been modified from its registered form and that this Agreement continues to be in full force and effect;

(b) that there is no existing default under the terms of this Agreement by any of the Owners and the terms and provisions of this Agreement have been complied with to date by each of the Owners;

(c) that each Owner has paid its Proportionate Share of the Shared Facilities Costs and other amounts required to be paid under the terms of this Agreement to date;

(d) that, to its knowledge, no other Owner claims a mortgage or charge pursuant to the provisions of Sections 7.9 to 7.15, both inclusive, hereof; and

(e) that the current addresses to which notices given to the Owners are required to be delivered are those shown under Section 17.1 of this Agreement.

11.3 Notwithstanding anything hereinbefore contained, the Owners agree to prepare, execute and deliver, without payment of any charge or fees, such certificates as the Condominium Corporation shall require for the initial sale of each condominium unit.

Estoppel

11.4 Any certificate of compliance given or deemed to be given by an Owner pursuant to Sections 11.1 or 11.2 above 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 said certificate insofar as the Owner that delivered, or was deemed to have delivered, said certificate.

12. USE OF PREMISES AND COMPLIANCE WITH DEVELOPMENT AGREEMENTS AND ZONING BY-LAWS

12.1 The Condominium Corporation covenants and agrees with the Phase II Owner and the Commercial Owner, with the intent that the burden of this covenant shall run with the Condominium Property for the benefit of the Commercial Property and the Phase II Property, that the Condominium Property will not be used or occupied for any purpose not permitted under the Declaration creating the condominium as same exists at the date hereof.

12.2 The Commercial Owner covenants and agrees with the Phase II Owner and the Condominium Corporation, with the intent that the burden of this covenant shall run with the Commercial Property for the benefit of the Phase II Property and the Condominium Property, that the Commercial Property will not be used or occupied for any purposes other than any purpose permitted from time to time, under the by-laws and regulations of the City of Ottawa and any other relevant Governmental Authorities.

12.3 The Phase II Owner covenants and agrees with the Commercial Owner and the Condominium Corporation, with the intent that the burden of this covenant shall run with the Phase II Property for the benefit of the Commercial Property and the Condominium Property, that the Phase II Property will not be used or occupied for any purposes other than any purpose permitted from time to time, under the by-laws and regulations of the City of Ottawa and any other relevant Governmental Authorities.

12.4 Each of the parties hereto acknowledge that the Condominium Corporation, the Phase II Owner and the Commercial Owner may be subject to a number of agreements, rules, regulations, ordinances or acts in favour of Governmental Authorities, or may further be subject to a single, site specific restricted area by-law, under which any of the Condominium Property, the Commercial Property and/or the Phase II Property must contain certain services, facilities and installations in order for the Building and/or Properties as a whole to remain in conformity to such by-law. Accordingly, each of the parties hereto agree to abide by the provisions of these agreements, rules, regulations, ordinances, acts or by-laws which affect the Building or the Properties, and to do all things necessary to keep them in full force and effect and in good standing, including maintaining all required services, facilities and installations on their respective Properties as are required by any such by-law referred to herein, and further agrees to execute any specific easements and rights of way required to be granted to such authorities in accordance therewith, and to further use their best efforts to effect the renewal or replacement of any such agreements as may be necessary or desirable, all with the object and purpose of permitting and with a view of not hindering or preventing the completion and the continued use and enjoyment of the Building as an integral whole and of each party's respective Property.

12.5 The Commercial Owner, with respect to the Commercial Property, the Condominium Corporation, with respect to the Condominium Property, and the Phase II Owner, with respect to the Phase II Property, covenant and agree to maintain, repair and replace, if necessary, from time to time, during the term hereof, to Acceptable Standards, all works, facilities and installations described in any development, site plan, shared use or similar agreement (the "**Development Agreements**") entered into with the City of Ottawa or any other relevant Governmental Authorities dealing with any aspect of the development of the Building and of the Properties, and as are situate within their respective Properties and which such Owner covenanted to undertake, provide or maintain pursuant to the terms of any Development Agreements. Notwithstanding the generality of the foregoing, it is understood and agreed by the Owners that there are certain works, facilities and installations contained in certain Development Agreements which are Shared Facilities, as set out in this Agreement, including Schedule "A" hereto, and this Section 12.5 is not intended to, and shall not, relieve any Owner from its Proportionate Share of any Shared Facilities Costs.

12.6 Each party agrees that it will indemnify and save the other parties harmless from any cost, claim, expense, damage or liability that it may suffer or incur as a result of any breach by it of its covenant to so maintain, repair and replace any of the works, facilities and installations on its respective Property, referred to in any Development Agreement.

13. TERMINATION

13.1 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 Properties at that time.

13.2 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 not 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.

13.3 If any part(s) of the Properties 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.

13.4 All of the obligations and responsibilities contained in this Agreement shall apply notwithstanding that the Condominium Corporation is terminated under the Act, and in the event of such termination each of the unit owners (and for greater certainty it is acknowledged that the said unit owners would be owners of the lands which were formerly encompassed within the condominium, as tenants in common) shall be bound by the terms and provisions of this Agreement as if they were original signatories hereto and shall be jointly and severally liable to comply with all the obligations and covenants contained in this Agreement and shall execute such further assurances as may be required or desired by the other Owners to give full force and effect to this Article 13.

14. ALTERNATIVE DISPUTE RESOLUTION

Good Faith Negotiations

14.1 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, Acceptable Standards, or this Agreement through good faith negotiations and the parties further agree that they shall resort to the ADR provisions contained in this Agreement or to legal proceedings 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 Facilities Costs, shall be determined in the following manner.

Dispute Resolution Procedure

14.2 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 board of directors of the Condominium Corporation and one or more representative(s) of the Phase II Owner and the Commercial Owner, with the assistance and presence (optional) of legal counsel representing each party, all acting with a view to securing a resolution of the question or matter in dispute without further proceedings.

(b) If the parties are unable to resolve the questions or matter in dispute through good faith negotiations, 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. 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 paragraphs (a) and (b) 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 any party hereto with respect to the question or matter in dispute until the arbitration has been completed.

(d) The parties shall meet and attempt to appoint a single arbitrator who is well qualified with education and training to deal with 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. Each party shall bear their own costs, if any, of their arbitrator meeting with the other arbitrator. If any 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 *Arbitration Act, 1991* (Ontario) (the "**Arbitration Act**"). 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 Arbitration Act or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the Arbitration Act.

(e) Each party shall submit their supporting documents, reports, submissions within thirty (30) days of the appointment of the arbitrator. Either party can request of the arbitrator one (1) extension of thirty (30) days for the filing of expert reports that cannot be completed within the initial thirty (30) day period. Thereafter, the arbitrator is instructed, in accordance with this Agreement, to case manage the scheduling and conduct of the arbitration, and to so do on an expedited proceedings basis. 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 arbitration. 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 arbitration.

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.

Ongoing obligations

14.3 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.

15. FORCE MAJEURE

15.1 Notwithstanding any other provisions of the Agreement, whenever and to the extent that any Owner is unable to fulfil or is delayed or restricted in the fulfilment of any of its obligations (other than the payment of monies) under this Agreement by reason of any impediments, including, without limiting the generality of the foregoing:

(a) strike;

(b) lockout;

(c) war, terrorist acts or acts of military authority;

(d) rebellion or civil commotion;

(e) material or labour shortage not within the control of such Owner;

(f) fire, explosion;

(g) flood, wind, water, earthquake or other casualty;

(h) any applicable lawful statute, by-law, ordinance, regulation or order; or

(i) 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 fulfilment of such obligation and the other Owner(s) 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 fulfilment of such obligation.

16. CONSTRUCTION LIENS

16.1 Each of the parties hereto hereby covenants and agrees to remove any claims for construction liens pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C30 as amended, registered against or affecting its Property which also affects the Property of another Owner (for which consent thereto is not obtained) within ten (10) days of written request by the party whose Property is so affected and if not done within ten (10) days of such receipt, such other Owner may make the payment requisite to remove such construction lien on the defaulting Owner's behalf or post the security required to remove such construction lien from title, and thereafter seek reimbursement

for all monies expended and costs incurred in doing so from the Defaulting Party. Provided that, subject to the provisions of Article 5, nothing herein shall prohibit any bona fide mortgaging of any party's Property, neither shall it prohibit the Condominium Corporation from exercising any lien rights it may have pursuant to the Act with respect to unpaid common expenses subject to the provisions contained in Article 5 regarding the entering into of an agreement to bind successors in title, from time to time, with the obligations of this Agreement.

17. GENERAL

Notice

17.1 Any notice herein provided for or permitted to be given by any party under this Agreement shall be sufficiently given if hand delivered to an officer or director of the intended party at the following address given for such party (or at such replacement address as such party shall have notified in writing), or if five (5) business days have elapsed from the mailing thereof to such address by prepaid registered post in the absence of any major interruption in postal service affecting the delivery/handling thereof:

(a) to the Condominium Corporation:

Ottawa-Carleton Standard Condominium Corporation No.1004
c/o Taggart Realty Management
225 Metcalfe Street, Suite 708
Ottawa, Ontario
K2P 1P9

(b) to the Commercial Owner:

c/o 3187 Albion Road South
Ottawa, Ontario
K1V 8Y3

(c) to the Phase II Owner:

c/o 3187 Albion Road South
Ottawa, Ontario
K1V 8Y3

Any party hereto may, from time to time, by written notice to the other parties hereto, delivered in accordance with the foregoing provisions, change the address to which its notices are to be delivered.

Amendments to Condominium Documents

17.2 The Condominium Corporation hereby covenants and agrees with the Phase II Owner and the Commercial Owner that it shall not amend its Declaration, 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.

Planning Act

17.3 The provisions of this Agreement are subject to the provision of the *Planning Act* (Ontario) where applicable.

Gender

17.4 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.

Severability

17.5 If any term, covenant or condition of this Agreement to any extent is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

Headings

17.6 The titles to Sections and subsections herein have been inserted as a matter of convenience and reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any provisions hereof.

No Waiver

17.7 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.

17.8 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.

Further Assurances

17.9 The parties hereto shall without unreasonable delay execute all further assurances, easement agreements or other documents necessary or required to carry out and give effect to the intent of this Agreement and to register this Agreement (or notice thereof) against title to the Properties.

Binding and Benefit

17.10 This Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns and their successors in title.

[Remainder of this page intentionally left blank; signatures on following page]

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.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 1004

Per:_____
Name: Scott D. Parkes
Title: President

I have authority to bind the Corporation.

TAMARACK (WESTBORO) CORPORATION

Per:_____
Name: Scott D. Parkes
Title: Vice President

I have authority to bind the Corporation.

WELLINGTON II INC.

Per:_____
Name: Scott D. Parkes
Title: Vice President

I have authority to bind the Corporation.

Schedule "A"
to Shared Facilities Agreement

Description of Facility	Part(s) on R-Plan	Owner of property where facility located	Proportionate Share of Costs		
			Residential Condominium ("RC")	Freehold Commercial ("FC")	Phase II ("PII")
Building Common Foundation	N/A	RC/FC	93.00%	7.00%	0.00%
Access lane and ramp / parking garage landing and City of Ottawa Ramp Encroachment Easement (also see note 2 below)	Parts 7, 8 and 14 Plan 4R-29596; Parts 1 and 2 Plan 4R-29632	RC/City of Ottawa/SWCHC	32.00%	2.00%	66.00%
Electrical transformer vault and switch room	Part 12, Plan 4R-29596	RC	22.00%	2.00%	76.00%
Water entry room	Part 13, Plan 4R-29596	RC	93.00%	7.00%	0.00%
Outdoor landscaped space and irrigation	Parts 1, 2, and 3, Plan 4R-28652; Parts 3, 5, 15 and 16 Plan 4R-29596	RC/PII/City of Ottawa	22.00%	2.00%	76.00%
Storm sewer system	N/A	RC/FC/PII	22.99%	18.59%	58.42%
SWCHC JUMA	Parts 7 and 14, Plan 4R-29596; Part 2, Plan 4R-29632	RC/SWCHC	32.00%	2.00%	66.00%
City of Ottawa Drainage Easement	Part 1, Plan 4R-28652	RC	22.00%	2.00%	76.00%
Shared Walkway Easements and corresponding City of Ottawa JUMA	Parts 1, 2 and 3, Plan 4R-28652	RC/City of Ottawa	22.00%	2.00%	76.00%
City of Ottawa Commercial Encroachment Agreement	N/A	City of Ottawa	93.00%	7.00%	0.00%
City of Ottawa Encroachment Agreement	Part 1, Plan 4R-29596	City of Ottawa	93.00%	7.00%	0.00%
City of Ottawa Maintenance and Liability Agreement	N/A	City of Ottawa	93.00%	7.00%	0.00%
Shared Services	N/A	RC/FC/PII	22.00%	2.00%	76.00%
Insurance - "all risk" policies re Shared Facilities pursuant to Section 8.1	N/A	RC/FC/PII/City of Ottawa	22.00%	2.00%	76.00%
Insurance - machinery and pressure vessel insurance pursuant to Section 8.2	N/A	RC/FC	93.00%	7.00%	0.00%

NOTES:

1. All capitalized terms herein shall have the meaning ascribed to them in the Shared Facilities Agreement to which this Schedule "A" is attached.

2. For greater certainty, the Owners agree that the Shared Facilities above described as "Access lane and ramp/parking garage landing and City of Ottawa Ramp Encroachment Easement" shall also include, without limitation, the overhead garage door and control system as well as the ramp heating system.

3. With respect to "Shared Services", notwithstanding the Proportionate Share of Cost set out above, where any of the Shared Services does not benefit the Property of one or more Owner, such non-benefitting Owner(s) shall not be required to pay its respective Proportionate Share (such Owners being described hereinafter as the "Non-Paying Owners", or, if singular, the "Non-Paying Owner") and the respective Proportionate Share to be paid by each of the remaining Owner(s) obligated to pay its respective Proportionate Share (the "Paying Owners", or, if singular, the "Paying Owner") shall be amended accordingly in the following manner:

(a) if there is more than one Paying Owner for a specific Shared Facility, the Proportionate Share figure attributable to a Non-Paying Owner with regards to a specific Shared Facility shall be divided amongst the Paying Owners according to the ratio of the Paying Owners' Proportionate Share figures to one another; or

(b) if only one Paying Owner remains for a specific Shared Facility, the entire cost attributable to a Non-Paying Owner with regards to a specific Shared Facility shall be borne solely by said Paying Owner.

SCHEDULE "B"

SHARED FACILITIES COSTS

Costs recoverable by an Owner in relation to the Shared Facilities owned by it or for which it is responsible pursuant to this Agreement include, without limitation or duplication, the aggregate of those expenditures actually disbursed by an Owner of the following, which are reasonable, actual, prudent, and computed in accordance with generally accepted accounting principles, practices and procedures:

(a) the total cost of placing, maintaining and keeping in force all insurance for the Shared Facilities as well as Owner's operations therein;

(b) all costs, charges and other expenses incurred by Owner in maintaining, operating, servicing, repairing and replacing the Shared Facilities including the systems, facilities and equipment serving the Shared Facilities;

(c) general maintenance and operation of the Shared Facilities, including, without limitation, cleaning, snow removal, garbage and waste collection and disposal, the costs of security and supervision, parking space striping, landscaping, and the cost of all utilities consumed in the operation of the Shared Facilities and the expense of the equipment to measure those utilities;

(d) Real Estate Taxes levied or charged with respect to the Shared Facilities;

(e) management fees paid to any management company in respect of the Shared Facilities;

(f) the cost of the purchase and rental of any equipment and the cost of supplies, used by the Owner in the maintenance, operation and repair of the Shared Facilities;

(g) audit fees and the cost of accounting services and expenses incurred in the preparation of the certificates referred to in this Agreement and related financial statements; and

(h) any business taxes as they relate to or are allocated by an Owner to the Shared Facilities owned by such Owner, and business transfer and other taxes and similar charges allocated by such Owner to the Shared Facilities.

For greater certainty, the term "cost" in this Schedule "B" means and includes only such sums as are actually and directly expended by an Owner to provide the aforesaid services, maintenance, repair and replacement and shall be net of any Harmonized Sales Tax or like tax for which an Owner will receive an input credit in connection with any such services, maintenance, repairs and replacement.

Notwithstanding the foregoing, the following items are excluded from the items listed above, or in the case of revenues or recoveries listed hereunder, such will be used to offset or defray the costs listed above:

(i) all monies recovered under policies of insurance, or recovered for damage or loss or indemnity from third parties responsible, with respect to damage or loss to Shared Facilities to the extent applicable to repairs to and replacements of such Shared Facilities, the cost of which has been included in Shared Facilities Costs;

(ii) all monies which, if the Owner fails to comply with its obligations to insure under this Agreement, would have been recoverable under policies of insurance had it complied with its obligations to insure, and all monies which, if the Owner fails to recover for damage or indemnify from third parties responsible, would have been recoverable had the Owner exerted reasonable commercial efforts to recover;

(iii) recoveries made by an Owner in respect of warranties and construction guarantees relating to the Shared Facilities, to the extent applicable to repairs thereto;

(iv) all rebates, credits and discounts whatsoever in respect of insurance premiums or other costs and expenses included in Shared Facilities Costs;

(v) any principal, interest or other carrying charges or mortgage or brokerage payments or other financing in respect of the Shared Facilities;

(vi) depreciation in general, and specifically on the parking garage, buildings and structures and HVAC equipment;

(vii) advertising and promotional costs;

(viii) penalties on late or overdue payments;

(ix) costs and expenses related to non-compliance with codes, by-laws or regulations by an Owner;

(x) all costs resulting directly or indirectly from any expansion of the Shared Facilities unless such expansion and costs have been approved by the other Owner(s) in writing.

Notwithstanding anything else set out in this Schedule "B", the Condominium Corporation may set up a reserve fund as required by the Act for the repair or replacement of items which by their nature will require periodic replacement. Likewise an Owner which is not the Condominium Corporation may set up a similar reserve fund with respect to the Shared Facilities that it owns as if it were a condominium corporation governed by the Act. The funds necessary to sustain the reserve fund in relation to the Shared Facilities are part of the Shared Facilities Costs and shall be included in a Shared Facilities Budget. To the extent that there is a reserve fund for any part of a Shared Facility which requires replacement, the reserve fund shall be used for such purpose. To the extent that there is a shortfall after applying any such reserve fund to an item that is considered a capital item in accordance with industry practice, the shortfall shall be amortized over its useful life of the capital item, together with interest at the Prime Rate plus two (2%) percent on the unamortized cost, and charged as a Share Facilities Cost.

The word "repair" as it appears in this Schedule "B" will mean the remedying of injuries, losses or damages brought about by ordinary wear and tear, excepting injury, loss or damage as a result of gross negligence or wilful misconduct of an Owner, persons for whom the Owner is in law responsible, or repair of a nature necessitated mainly as a result of any particular occupant's operation.

All costs and expenses must be competitive, and the work performed must be of a degree of competence equal to that found in any first class development having consideration for the size and age of the development.

REVIEW OF STATEMENT

It is agreed and understood that at least thirty (30) days prior to each fiscal year of the Condominium Corporation for which Shared Facilities Costs are to be charged each Owner shall submit to the other Owners a Shared Facilities Budget containing detailed estimates of the anticipated Shared Facilities Costs for the ensuing year.

Within ninety (90) days after the end of each fiscal year of the Condominium Corporation, each Owner will furnish to each other Owner a detailed statement, (confirmed as to validity by an officer of the Owner), of the actual Shared Facilities Costs and of the calculation of each other Owner's share of such costs relating to such fiscal year and verified by such evidence that the other Owner may reasonably require. Should an Owner (the "**Defaulting Owner**") not provide the said statement within ninety (90) days, the other Owners' obligation to pay any portion of Shared Facilities Costs with respect to the Shared Facilities owned by the Defaulting Owner shall be suspended until such time as the required statement is produced. When requested by an Owner, an Owner will provide to the requesting Owner, copies of receipted invoices and accounts relating to the payment of specific Shared Facilities Costs.

For a period of two years after the statement referred to above is furnished to an Owner, the Owner furnishing such statement will make available, on thirty (30) days written notice given by an Owner, the records of the Owner furnishing such statement relating thereto to examine and establish or confirm the amount, if any, paid by or to be paid by the Owner. The cost of such examination by the Owner will be borne by the Owner conducting such examination unless such examination discloses a variation in excess of three percent (3%) of such charges for the period with respect to which such examination is conducted in which event the Owner furnishing such statement will reimburse the Owner conducting such examination of all reasonable costs incurred for such examination, and any overpayment by the Owner, together with interest at the Interest Rate calculated from the end of the period examined, will be repaid to the Owner within thirty (30) days of notification.

REAL ESTATE TAXES

As used in this Schedule "B" the following terms shall have the definitions set out below:

(a) "**Real Estate Taxes**" shall mean only general municipal real estate taxes levied, rated or assessed against the real property comprising the Shared Facilities, as distinguished from special assessments or taxes in the nature of improvement or betterment taxes relating to the original construction of the Shared Facilities. There shall be excluded from Real Estate Taxes to which an Owner contributes, and an Owner other than the Owner which owns the Shared Facility shall in no event have any payment obligation with respect to, (a) income, excess profits, gross receipts, gift, payroll, estate, business, inheritance, succession, transfer, franchise, capital or other tax or assessment upon the Owner which owns the Shared Facilities; (b) local improvement charges relating to the initial construction of the Shared Facilities or capital improvements subsequently constructed therein or with respect thereto; (c) any capital tax or large corporation tax imposed upon an Owner, including without limitation any such tax pursuant to the *Corporations Tax Act* (Ontario) or the *Income Tax Act* (Canada) which is measured by or based in whole or in part upon the capital employed by the Owner and/or the owners of the lands in the construction of the improvements on the lands or any capital or place of business tax levied by the Provincial and/or Federal government or other applicable taxing authority against the Owner and/or the owners of the lands with respect to the lands and improvements thereto; (d) the amount by which Catholic District School Board

taxes, if any, should be payable, exceed the amount which would have been payable for school taxes if no assessments for separate schools has been made and (e) any interest and/or penalties resulting from late payment of taxes by an Owner, unless such interest and/or penalties were incurred with other Owner's prior written consent in furtherance of that Owner's bona fide attempt to reduce taxes.

(b) "Tax Year" shall mean the real estate fiscal tax year designated by the local taxing authorities.

(c) Real Estate Taxes in relation to Shared Facilities shall be calculated separately for each Tax Year and is determined as follows:

(i) If for any Tax Year a Shared Facility has a valuation for assessment purposes separate from the remainder of the Property owned by an Owner, Real Estate Taxes with respect to such Shared Facility shall be such valuation multiplied by the effective tax rate used by the taxing authority for the whole of the Property. The Owner shall use reasonable efforts to cause the assessing authority to determine a separate valuation for assessment purposes of the Shared Facilities owned by it.

(ii) If the assessing authority has not determined a valuation for assessment purposes of the Shared Facilities, the Owner shall use reasonable commercial efforts to obtain from the assessing authority full particulars and detailed information of the assessment established by the assessing authority for the Property, together with the breakout of the value allocated, attributed or capable of being attributed for assessment purposes to the Shared Facilities. In such case, the Owner shall provide other Owners with a separate valuation of the Shared Facilities determined by a qualified property assessment and tax consultant (the "**Consultant**") appointed by the Owner, consistent with the assessment principles, practices, procedures and criteria as applied by the assessing authority to establish the assessed value of the Property. Such separate valuation of the Shared Facilities shall be multiplied by the effective tax rate for the whole of the Property.

(iii) If the parties are unable to obtain sufficient particulars and information from the assessing authority so as to permit the Consultant to determine a separate valuation in accordance with the provisions of the previous sub-paragraph, the Real Estate Taxes attributable to the Shared Facilities, the Consultant shall determine a fair and equitable value in accordance with assessment principles, practices and procedures used by the assessing authority in determining the valuation of the Property as a whole. Real Estate Taxes shall be determined by the Consultant by multiplying such fair and equitable value of the Shared Facilities by an appropriate tax rate, having regard to the effective tax rate of the whole of the Property.

(d) Any rebates, refunds, or abatements of Real Estate Taxes with respect to the Shared Facilities received by an Owner subsequent to payment of its share by another Owner shall be refunded to the other Owner(s) within ten (10) days of receipt thereof by the Owner without abatement or hold back of any kind whatsoever, including, without limitation, any expense incurred by the Owner in contesting Real Estate Taxes. Any such rebate, refund or abatement realized by an Owner prior to payment by another Owner shall result in an immediate and equivalent reduction to the share otherwise due to the Owner.