(83)

AMENDMENT TO THE RECIPROCAL AGREEMENT

THIS AGREEMENT MADE as of the 6 day of December, 2005.

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1566
a condominium corporation created by the registration of a declaration and description on the 28th day of November, 2003 in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-347201 (as amended by an Amendment to Declaration registered on the 12th day of January, 2004 as Instrument No. AT- 382249)
(hereinafter called the "**Phase 1 Condominium**")

- and -

MONDEO DEVELOPMENTS INC.
a corporation incorporated pursuant to the laws of the Province of Ontario
(hereinafter called "**Mondeo**" or the "**Declarant**")

WHEREAS the Phase I Condominium is situate on the west side of Mondeo Drive north of Ellesmere Road, in the City of Toronto (formerly the City of Scarborough), comprising the property included in Toronto Standard Condominium Plan No. 1566, consisting of Parts 3 to 13 inclusive on Reference Plan 66R-20618, registered in the Land Titles Division of the Toronto Registry Office (No. 66), and municipally known as 8 Mondeo Drive, Scarborough, Ontario (hereinafter referred to as the "**Phase I Lands**");

AND WHEREAS Mondeo is the registered owner of the lands situate adjacent to the west of the Phase I Condominium, and comprising that part of Block 114, on Plan 66M-2330, more particularly designated as Part 2 on Reference Plan 66R-20618, registered in the Land Titles Division of the Toronto Registry Office (No. 66), and municipally known as 18 Mondeo Drive, Scarborough (hereinafter referred to as "**Phase II Lands**"), on which lands Mondeo has developed a high-rise residential condominium building (hereinafter referred to as the "**Phase II Condominium**");

AND WHEREAS Mondeo and the Phase I Condominium have entered into a mutual easement and cost-sharing agreement or reciprocal agreement dated December 15, 2003, which was registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) on December 23, 2003 as **Instrument No. AT 371853** (hereinafter referred to as the "**Reciprocal Agreement**"), which provides for, amongst other things, the mutual use, maintenance and cost-sharing of the Shared Facilities (as such term is defined in the Reciprocal Agreement), and which also regulates and governs the use and enjoyment of various easements over and/or benefitting all or various portions of the Total Site (as such term is defined in the Reciprocal Agreement);

AND WHEREAS in the course of Mondeo's development of the Phase II Condominium, it was determined that due to on-site conditions, it was beneficial for both the Phase I Condominium and the Phase II Condominium (hereinafter collectively referred to as the "**Two Condominiums**") to have additional visitors' parking spaces constructed, at grade, within the confines of that portion of the common elements on level 1 of the Phase I Condominium more particularly designated as Part 9 on Reference Plan 66R- 21913 (hereinafter referred to as the "**Additional Visitor Spaces**");

AND WHEREAS in order to accommodate the Additional Visitor Spaces, a portion of the Phase I Condominium's common element roadway and landscaped areas had to be re-designed, and all such work has now been completed by Mondeo at its sole cost and expense;

AND WHEREAS in light of the foregoing, it is now necessary to expand the definition of the "**Shared Visitor Parking Areas**" as set forth in the Reciprocal Agreement, in order to specifically include the Additional Visitor Spaces, and to also revise the respective definitions of the "**Common Roadway**" and the "**Common Walkways & Landscaped Areas**" in the Reciprocal Agreement in order to reflect the final re-design and as-built location of the Phase I Condominium's common element roadway and landscaped areas;

AND WHEREAS the parties hereto have entered into these presents to formally amend the Reciprocal Agreement in order to reflect the foregoing and to rectify certain inadvertent paragraph referencing errors in the Reciprocal Agreement;

AND WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in this amending agreement, the words, terms or phrases defined in the Reciprocal Agreement shall have the same meanings respectively ascribed to them therein, whenever same are used (and identified by the first letter of each defined word or term being capitalized) in this amending agreement;

AND WHEREAS it is acknowledged and agreed that Mondeo is entering into this amending agreement for and on behalf of the Phase II Condominium, on the express understanding that as and when the Phase II Condominium is registered as a separate condominium corporation, it shall assume all covenants and obligations of Mondeo relating to the Phase II Condominium and/or the Phase II Lands set forth in the Reciprocal Agreement, as amended by this amending agreement, and correspondingly Mondeo shall thereupon be automatically released, relieved and forever discharged from said obligations and/or liabilities;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN ($10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby confirm the veracity of the foregoing recitals, and further acknowledge and agree to the following:

1. The definition of "**Common Roadway**" set forth in sub- paragraph 2.02 d) of the Reciprocal Agreement shall hereby be **deleted** and **replaced** with the following in its place and stead, namely:

   d) the "**Common Roadway**" shall mean the common interior roadway (including the ramp leading to the underground parking garage), and adjoining pedestrian walkways, landscaped areas and boulevards, intended to be shared by the Two Condominiums (as hereinafter defined), situate within that part of Block 114 on Plan 66M-2330, more particularly designated as Part 12 on Reference Plan 66R-20618, **together with that portion of the roadway situate within Part 8 on Reference Plan 66R-21913** registered in the Land Titles Division of the Toronto Registry Office (No. 66) (hereinafter described as the "**Phase I Common Roadway**") **together with that portion of the roadway situate within the Phase II Lands more particularly designated as Part 1 on Reference Plan 66R-21913** over which the Phase II Condominium will grant an easement to the Phase I Condominium (hereinafter described as the "**Phase II Common Roadway**"), which shall collectively provide access to, and egress from, the Phase I Lands and the Phase II Lands;

2. The definition of "**Common Walkways & Landscaped Areas**" set forth in sub- paragraph 2.02 e) of the Reciprocal Agreement shall hereby be **deleted** and **replaced** with the following in its place and stead, namely:

   e) the "**Common Walkways & Landscaped Areas**" shall mean the common interior walkway system and landscaped areas intended to be shared by the Two Condominiums (as hereinafter defined), situate within that part of Block 114 on Plan 66M-2330, more particularly designated as Parts 4, 5 and 6 on Reference Plan 66R-20618, registered in the Land Titles Division of the Toronto Registry Office **(saving and excepting therefrom that portion of Part 4 on Reference Plan 66R-20618 now designated as Parts 8 and 9 on Reference Plan 66R-21913)** (hereinafter described as the "**Phase I Common Walkway & Landscaped Areas**"), as well as any portion of the Phase II Lands to be designated as part of the Common Walkways & Landscaped Areas in the declaration of the Phase II Condominium and over which the Phase II Condominium will grant an easement to the Phase I Condominium (hereinafter described as the "**Phase II Common Walkways & Landscaped Areas**");

3. The definition of "**Declarant's Construction Easement**" set forth in sub-paragraph 2.02 g) of the Reciprocal Agreement shall hereby be **deleted** and **replaced** with the following in its place and stead, namely:

   g) the "**Declarant's Construction Easement**" shall mean the specific Easements (as hereinafter defined) set forth in section 6.01(**f**) of this Agreement, providing for the construction and development of the Phase II Condominium on the Phase II Lands;

4. The definition of "**Servicing and Maintenance and Repair Easements**" set forth in sub-paragraph 2.02 x) of the Reciprocal Agreement shall hereby be **deleted** and **replaced** with the following in its place and stead, namely:

   x) the "**Servicing and Maintenance and Repair Easements**" shall mean the Easements set out in section 6.01(e) of this Agreement, providing for the installation, maintenance, operation, alteration, repair, replacement, inspection and monitoring of various utility services in, on, over, along, upon, across and through all or any portion of the Total Site as well as for the maintenance, repair and the replacement of any part of the buildings, installations, structures, improvements and/or services located within or servicing any one of the Two Condominiums (as hereinafter defined);

5. The definition of "**Shared Visitor Parking Areas**" set forth in sub-paragraph 2.02 ag) of the Reciprocal Agreement shall hereby be **deleted** and **replaced** with the following in its place and stead, namely:

   ag) "the "**Shared Visitor Parking Areas**" shall mean the designated outdoor visitor parking spaces situate adjacent to the Common Roadway and intended to be used by the visitors to either of the Two Condominiums, and by the Declarant's construction/sales staff and designated representatives or invitees, and being specifically located upon or within that part of Block 114 on Plan 66M-2330 more particularly designated as Parts 7, 8, 9, 10 and 11 on Reference Plan 66R-20618, **together with the designated outdoor visitor parking spaces located upon or within that part of the common elements on level 1 of the Phase I Condominium more particularly designated as Part 9 on Reference Plan 66R-21913**, registered in the Land Titles Division of the Toronto Registry Office (No. 66) (hereinafter **collectively** described as the "**Phase I Shared Visitor Parking Areas**"), **together with the designated outdoor visitor parking spaces located upon or within the Phase II Lands more particularly designated as Parts 2, 3, 4, 5, 6 and 7 on Reference Plan 66R-21913**, over which the Phase II Condominium will grant an easement to the Phase I Condominium (hereinafter described as the "**Phase II Shared Visitor Parking Areas**"), and to be used in accordance with the provisions of section 5.07 hereof;"

6. The definition of "**Support Easements**" set forth in sub-paragraph 2.02 ah) of the Reciprocal Agreement shall hereby be **deleted** and **replaced** with the following in its place and stead, namely:

   ah) the "**Support Easements**" shall mean the Easement(s) set out in section 6.01 (g) of this Agreement, providing for a right of support in respect of, from and by any Support Structure (as hereinafter defined);

7. The definition of "**Vehicular and Pedestrian Access Easements**" set forth in sub-paragraph 2.02 ap) of the Reciprocal Agreement shall hereby be **deleted** and **replaced** with the following in its place and stead, namely:

   ap) "**Vehicular and Pedestrian Access Easements**" shall mean the vehicular and pedestrian access easements set out in section 6.01 (a) to (d) both inclusive of this Agreement that provide for vehicular and/or pedestrian access and egress to and from various portions of the Total Site;

8. Sub-paragraph 6.01 a) of the Reciprocal Agreement shall hereby be **deleted** and **replaced** with the following in its place and stead, namely:

   a) pedestrian and vehicular access and egress over those portions of the Phase I Lands designated as Part 12 on Reference Plan 66R-20618 **together with that portion of the Phase I Lands designated as Part 8 on Reference Plan 66R-21913** (hereinafter referred to as the "**Phase I Common Roadway**"), in favour of the owners from time to time of the Phase II Lands and their successors and assigns, including without limitation, the Phase II Condominium, as well as any owners of units therein, for the purposes of providing pedestrian and vehicular access and egress thereover by said owners, their service personnel and their tenants, subtenants, permitted occupants and respective invitees or licensees (including without limitation, such pedestrian and vehicular access and egress thereover as may be necessary or desirable from time to time for the construction and development of any buildings, installations, structures and/or improvements upon the Phase II Lands);

9. Sub-paragraph 6.01 b) of the Reciprocal Agreement shall hereby be **deleted** and **replaced** with the following in its place and stead, namely:

   b) pedestrian access and egress over those portions of the Phase I Lands designated as Parts 4, 5 and 6 on Reference Plan 66R-20618 **save and except therefrom that portion of the Phase I Lands designated as Parts 8 and 9 on Reference Plan 66R- 21913** (hereinafter referred to as the **"Phase I Common Walkways & Landscaped Areas"**), in favour of the owners from time to time of the Phase II Lands and their successors and assigns, including without limitation, the Phase II Condominium, as well as any owners of units therein, for the purposes of providing pedestrian access and egress thereover by said owners, their service personnel and their tenants, subtenants, permitted occupants and respective invitees or licensees (including without limitation, such pedestrian and vehicular access and egress thereover as may be necessary or desirable from time to time for the construction and development of any buildings, installations, structures and/or improvements upon the Phase II Lands);

10. Sub-paragraph 6.01 d) of the Reciprocal Agreement shall hereby be **deleted** and **replaced** with the following in its place and stead, namely:

   d) pedestrian and vehicular access and egress over those portions of the Phase I Lands designated as Parts 7, 8, 9, 10 and 11 on Reference Plan 66R-20618 **together with that portion of the Phase I Lands designated as Part 9 on Reference Plan 66R-21913** (hereinafter referred to as the **"Phase I Shared Visitor Parking Areas"**), in favour of the invitees of the owners from time to time of the Phase II Lands and their successors and assigns, including without limitation the invitees of the Phase II Condominium, as well as the invitees of any owners, residents or tenants of the units therein, for the purposes of providing pedestrian access and egress thereover by said invitees and their service personnel/vehicles (including without limitation, such pedestrian and vehicular access and egress thereover as may be necessary or desirable from time to time for the construction and development of any buildings, installations, structures and/or improvements upon the Phase II Lands);

11. All other terms and provisions of the Reciprocal Agreement shall remain the same, and shall continue to be in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the date first above-mentioned.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1566

Per: Terri Lynn Hatt
Name: Terri Lynn Hatt
Title: President

Per:
Name:
Title:
I/We have authority to bind the Corporation

MONDEO DEVELOPMENTS INC.

Per: Sam Lazaroff
Name: Sam Lazaroff
Title: President
I/We have authority to bind the Corporation