SCHEDULE A TO BY-LAW NO. 9

MAINTENANCE AND COST SHARING AGREEMENT

THIS AGREEMENT made and effective as of the 19th day of July, 2013.

BETWEEN

TORONTO STANDARD CONDOMINIUM CORPORATION NO.2322

(hereinafter called the "**Condominium Corporation**")

OF THE FIRST PART;

- and -

CITY OF TORONTO

(hereinafter called the "**City**")

OF THE SECOND PART;

WHEREAS:

(A) Pursuant to a transfer (the "**Transfer**") registered on December 13, 2006 as Instrument No. AT1331272 the City acquired from the fee simple interest in the lands described in Schedule "A" hereto, labelled as Part 1 on the plan attached hereto as Schedule "D" (the "**Easement Lands**");

(B) The Transfer reserved certain easements in favour of part of the lands municipally known as 65-75-85 East Liberty Street in the City of Toronto, as more particularly described Firstly in Schedule "B" attached hereto;

(C) Pursuant to a transfer of easement ("**Transfer of Easement**") registered on December 13, 2006 as Instrument No. AT1331308, the City granted certain easements over, along and upon the Easement Lands in favour of the remainder of the lands municipally known as 65-75-85 East Liberty Street in the City of Toronto, as more particularly described Secondly in Schedule "B" attached hereto;

(D) The lands described Firstly and Secondly in Schedule "B" attached hereto are hereinafter collectively referred to as the "**Condominium Lands**";

(E) The easements reserved in the Transfer and granted in the Transfer of Easement include, among other things in both cases, an easement for the purpose of non-exclusive vehicular and pedestrian access to and from the Condominium Lands over the Easement Lands (the "**Access Easement**");

(F) A residential condominium development has been constructed on the Condominium Lands and the Condominium Corporation, the owners of units therein and their tenants, occupants, visitors and invitees of or to the units, the Condominium Corporation's property manager and any of their employees, contractors, agents, representatives and any other persons so retained or authorized by any of them from time to time require the benefit of the Access Easement over the Easement Lands for, among other things, vehicular and pedestrian access to and from the Condominium Lands;

(G) The City and members of the Toronto Police Services ("**TPS**"), together with their agents, contractors, employees, licensees, customers and invitees, use the Easement

Lands for the purpose of ingress and egress to a central traffic and garage and court services police facility (the "**TPS Facility**") located on lands municipally known as 9 Hanna Avenue in the City of Toronto, as more particularly described in Schedule "C" annexed hereto ("**9 Hanna Lands**");

(H) The Condominium Corporation and the City wish to share in the costs of the on-going repair, maintenance and reconstruction of the Shared Portion of the Driveway.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and the sum of TEN DOLLARS ($10.00) now paid by each of the parties to the other (the receipt and sufficiency of which are hereby acknowledged) the Parties hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS, GENERAL PROVISIONS AND ACKNOWLEDGEMENTS

1.01 Definitions.

In this Agreement and in the Schedules attached hereto, the following words and expressions shall have the following meanings:

(a) "**9 Hanna Lands**" has the meaning given to it in Recital G;

(b) "**Access Easement**" has the meaning given to it in Recital E;

(c) "**Affected Party**" has the meaning given to it in Section 4.1;

(d) "**Agreement**" means this Maintenance and Cost Sharing Agreement;

(e) "**Approved Plans and Specifications**" means the plans and specifications approved by the City and TPS and attached as Schedule "E" hereto;

(f) "**CCO**" means the City's Chief Corporate Officer, his or her successor, or his or her designate(s) from time to time;

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

(h) "**City's Exclusive Portion of the Driveway**" means the portion of the Driveway on and serving only the 9 Hanna Lands, labelled as Part 2 on the plan attached hereto as Schedule "D";

(i) "**Condominium Corporation**" means Toronto Standard Condominium Corporation No. 2322;

(j) "**Condominium Lands**" has the meaning given to it in Recital D;

(k) "**Default Rate of Interest**" has the meaning given to it in Section 4.2;

(l) "**Defaulting Party**" has the meaning given to it in Section 4.1;

(m) "**Driveway**" means the driveway and all associated road works and appurtenances on the Easement Lands and on an adjoining portion of the 9 Hanna Lands shown labelled as Part 2 on the plan attached hereto as Schedule "D", which together comprise the Shared Portion of the Driveway and the City's Exclusive Portion of the Driveway, all as constructed in accordance with the Approved Plans and Specifications;

(n) "**Easement Lands**" has the meaning given to it in Recital A;

(o) "**Governmental Authority**" means means any federal, provincial or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, each having jurisdiction in the

relevant circumstances, including, for greater certainty, any Person acting under the authority of any Governmental Authority;

(p) "**Notice**" has the meaning given to it in Section 7.1;

(q) "**Parties**" means collectively the Condominium Corporation and the City and "**Party**" means any one of them as applicable;

(r) "**Person**" means any individual, corporation, unincorporated association, trust, regulatory body or agency, government or governmental agency, authority or entity howsoever designated or constituted;

(s) "**Returned Cheque Fee**" has the meaning given to it in Section 4.4;

(t) "**Share**" has the meaning given to it in Section 2.2;

(u) "**Shared Maintenance Costs**" has the meaning given to it in Section 2.2;

(v) "**Shared Portion of the Driveway**" means the portion of the Driveway serving both the 9 Hanna Lands and the Condominium Lands, labelled as Part 1 on the plan attached hereto as Schedule "D";

(w) "**TPS**" has the meaning given to it in Recital G;

(x) "**TPS Facility**" has the meaning given to it in Recital G;

(y) "**Transfer**" has the meaning given to it in Recital A; and

(z) "**Transfer of Easement**" has the meaning given to it in Recital C;

1.02 Schedules.

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

Schedule "A" - Legal Description of the Easement Lands;
Schedule "B" - Legal Description of the Condominium Lands;
Schedule "C" - Legal Description of the 9 Hanna Lands;
Schedule "D" - Sketch depicting Shared Portion of the Driveway and the City's Exclusive Portion of the Driveway;
Schedule "E" - Approved Plans and Specifications;
Schedule "F" - Estimated Year 1 Budget re: Shared Maintenance Costs (Shared Portion of the Driveway);

1.03 The Parties hereto irrevocably and mutually acknowledge and declare that the statements contained in the foregoing recitals are true in substance and in fact.

1.04 The words "hereof", "herein", "hereunder" and similar expressions used in any section or subsection of this Agreement relate to the whole of this Agreement and not to that section or subsection only, unless otherwise expressly provided.

1.05 Each term and provision hereof shall be deemed to be a covenant of the Party who is to perform or carry out such term or provision although the same may not be expressed as a covenant.

1.06 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

1.07 This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Ontario and Canada. Any legal proceeding arising in connection with this

Agreement shall be commenced and heard in a court (or, if applicable, a tribunal of competent jurisdiction) sitting in Toronto, Ontario, which it is agreed will be the appropriate location. If the court (or, if applicable, tribunal of competent jurisdiction) does not sit in Toronto, the legal proceedings shall be commenced and heard in the jurisdiction nearest to the City of Toronto within the Province of Ontario in which such court (or, if applicable, tribunal of competent jurisdiction) convenes.

1.08 No waiver on behalf of any Party of a breach of any of the covenants, terms and provisions herein contained shall be effective or binding upon such Party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such Party's rights with respect to any other future breach.

1.09 This Agreement and the schedules attached hereto, which form a part hereof, sets forth all the covenants, promises, agreements, conditions and understandings between the Parties concerning the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than as are herein set forth.

1.10 The captions, Section numbers and headings, Article numbers and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Sections or Articles of this Agreement nor in any way affect this Agreement.

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

1.12 The Parties agree that they shall from time to time, upon request, deliver such further and other documents, instruments, transfers and/or assurances as may be required or advisable in order to give effect to the terms of this Agreement.

ARTICLE 2 - MAINTENANCE AND OPERATION OF THE DRIVEWAY

2.1 Maintenance and Repair.

Subject to Section 2.2 hereof, the City shall be exclusively responsible for arranging, supervising and carrying out the inspection, maintenance, operation, clearing of snow and ice, repair, reconstruction and replacement of the Driveway. In this regard, the City shall engage all requisite contractors, employees, servicemen and other assistance and/or services as may be required to do so, provided that in the event that the City fails to maintain, repair and replace the Shared Portion of the Driveway as aforesaid, then, subject to the provisions of Section 4.1 hereof, the Condominium Corporation shall be entitled, upon ten (10) business days prior written notice to the City, to perform and complete such maintenance, repair and replacement work, and a portion of the cost of same shall be charged back to the City in accordance with the Parties' respective Shares (as defined in Section 2.2). Notwithstanding anything else to the contrary, the Condominium Corporation shall have no responsibility whatsoever to contribute to any costs in respect of the City's Exclusive Portion of the Driveway.

2.2 Payment of Shares.

The Parties, in accordance with the provisions of this Agreement, shall be responsible for the total cost of inspecting, maintaining, operating, clearing snow and ice, repairing, reconstructing and replacing the Shared Portion of the Driveway (all such costs and expenses, plus all applicable taxes thereon, shall hereinafter sometimes be collectively referred to as the "**Shared Maintenance Costs**").

The Parties acknowledge and agree that they shall each be responsible for a fifty percent (50%) share of the Shared Maintenance Costs which are attributable to the Shared Portion of the Driveway (each respectively a "**Share**"). The City covenants and agrees that the Condominium Corporation has no obligation to pay costs of any nature which are attributable to the City's Exclusive Portion of the Driveway.

Provided that the Parties shall at all times keep the Shared Portion of the Driveway neat and tidy and ensure that no litter, rubbish, refuse, or debris or other objectionable material accumulates or is stored thereon as would a prudent owner of similar property, and any costs of rectifying the same that are attributable exclusively to either Party shall be borne exclusively by such Party.

Provided further that if either party causes any damage to any part of the Shared Portion of the Driveway, then the cost of restoring and making good the damage to the Shared Portion of the Driveway shall be borne exclusively by such Party.

2.3 Establishment of Budget.

The City, acting reasonably, shall establish on an annual basis, the total estimated amount of money required to pay the Shared Maintenance Costs for a twelve (12) month period, and the Condominium Corporation shall contribute its Share of the estimated Shared Maintenance Costs within ten (10) days of receipt of a written request for payment from the City. Within six (6) months following the expiry of the said twelve (12) month period, the City shall provide the Condominium Corporation with reasonable details of the actual amounts payable by the Condominium Corporation for its Share during the said twelve (12) month period. If the Condominium Corporation's Share is greater or less than the estimated amount paid by the Condominium Corporation on account, appropriate adjustments will be made between the City and the Condominium Corporation within 60 days after any such statement is given. The Parties acknowledge and agree that the estimated budget for the Shared Maintenance Costs during the first twelve (12) month period of this Agreement is attached as Schedule "F".

2.4 Review of Expenses.

Each Party shall be entitled to review all bills, invoices and receipts relating to any Shared Maintenance Costs to which such Party is being asked to contribute pursuant to this Agreement. All Shared Maintenance Costs incurred in respect of the Shared Portion of the Driveway shall be in accordance with industry standards.

ARTICLE 3 - INSURANCE

3.1 Liability Insurance.

Each Party shall maintain or cause to be maintained commercial general liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the Shared Portion of the Driveway by such Party and its tenants, agents, contractors, employees, licensees, customers and invitees and any others for whom such Party is responsible in law, except as herein provided. Said insurance shall be carried by an insurance company or companies qualified to do business in the Province of Ontario and having limits for loss of life or bodily injury in the amounts of not less than Five Million Dollars ($5,000,000) for each person and Five Million Dollars ($5,000,000) for each occurrence and Five Million Dollars ($5,000,000) for property damage for each occurrence. Each Party shall maintain or cause to be maintained liability insurance, naming the other Party as additional insureds, and shall name the other Party as an additional insured. Each Party shall, upon written request from the other Party, furnish to the Party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section. Each Party hereby waives any rights of recovery against the other Party, its directors, officers, employees, agents and tenants and occupants for any damage or consequential loss covered by said policies, against which such Party is protected by insurance, to the extent of the proceeds paid under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other Party or its directors, officers, employees, agents, tenants or occupants, or others for whom such Party is responsible in law, provided that each Party reserves all of its rights and remedies pursuant to this Agreement or otherwise at law as against the other Party in respect of the recovery of any damage or loss in excess of proceeds paid under insurance policies as aforesaid.

ARTICLE 4 - REMEDIES

4.1 Self Help; Disputes.

If any Party shall default in the performance of an obligation of such Party (such Party being herein called a "**Defaulting Party**"), which default affects the other Party (an "**Affected Party**"), such Affected Party, in addition to all other remedies it may have at law or in equity, after ten (10) business days' prior written notice to the Defaulting Party (or in the event of an emergency after such notice as is practical under the circumstances) and the failure of such Party to remedy the default during such ten (10) business day period, shall have the right to perform such obligation on behalf of the Defaulting Party. In such event, the Defaulting Party shall reimburse the Affected Party the reasonable cost thereof, together with interest thereon as set out in Section 6.2 hereof. Such reimbursement shall be made by the Defaulting Party to the Affected Party within five (5) days of delivery of written request for payment. Notwithstanding the foregoing (save and except for emergencies as noted above) in the event that the default is not capable of being cured within such ten (10) business days period and provided the Defaulting Party takes and continues to take all diligent action necessary to cure the default, no event of default shall be deemed to have occurred unless and until the Defaulting Party fails to diligently take all necessary action to remedy the default.

4.2 Interest on Overdue Amounts.

All amounts payable under this Agreement will bear simple interest at the rate of 1.25% per month (15% per year) (the "**Default Rate of Interest**"). Interest will be calculated and payable from and including the day after the day the amount is due until payment in full of the overdue amount is received. Interest will be calculated only on the principal amount outstanding from time to time, and interest charges will not be added to the outstanding principal amount for purposes of calculating interest. Payments received will be applied first to outstanding interest charges and the balance (if any) will be applied to the outstanding principal amount.

4.3 Increases in Default Rate of Interest.

The Default Rate of Interest may be increased by the City from time to time by notice to the Condominium Corporation. The rights of the City to charge and receive interest in accordance with this paragraph are without prejudice to any of the other rights of the City at law or otherwise.

4.4 Returned Cheques.

The Condominium Corporation will pay to the City, immediately on demand, a charge of thirty-five dollars ($35.00) for every cheque tendered by the Condominium Corporation to the City that is not honoured by the institution on which it is drawn (the "**Returned Cheque Fee**"). The Returned Cheque Fee may be increased by the City from time to time by notice to the Condominium Corporation, so that it is at all times equal to the charge payable in respect of cheques tendered in payment of tax, water and court service charges that are not honoured by the institution on which they are drawn.

4.5 Nonwaiver.

No delay or omission of any Party in the exercise of any right accruing upon any default of any other Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (1) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with

all other remedies provided in this Agreement and (2) all remedies at law or in equity shall be available.

4.6 Nonterminable Agreement.

No breach of the provisions of this Agreement shall entitle either Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. The Parties acknowledge and agree that, notwithstanding the foregoing, this Agreement shall automatically terminate if the Shared Portion of the Driveway is ever dedicated by the City as a public highway.

4.7 Force Majeure.

In the event either Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Party by reason of Acts of God, strikes, lockouts, unavailability of materials or services, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other Party, adverse weather conditions preventing the performance of work as certified by an architect, war or other reason beyond such Party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Party.

ARTICLE 5 - TERM

5.1 Expiration.

This Agreement and the rights, obligations and liabilities created hereby shall continue in full force and effect unless and until the Shared Portion of the Driveway is dedicated by the City as a public highway in accordance with the provisions of *City of Toronto Act, 2006*, S.O. 2006, c. 11, Sched. A, as amended, in which case this Agreement shall automatically terminate upon the effective date of such dedication, provided that such termination shall be wholly without prejudice to the rights of the City to recover any amounts owing to the City hereunder or any damages for any default by the Condominium Corporation hereunder.

ARTICLE 6 - EFFECT OF INSTRUMENT

6.1 Non-Dedication.

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Lands or the City's Exclusive Portion of the Driveway to the general public, it being the intention of the Parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their tenants, agents, contractors, employees, licensees, customers and invitees, successors and assigns, any rights or remedies under or by reason of this Agreement.

ARTICLE 7 - NOTICES

7.1 Notices.

Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a "**Notice**") shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the date of delivery if it is delivered by a recognized courier service or by facsimile transmission to a party at the applicable address set forth below:

If to the Condominium Corporation, at:

Berkley Property Management
1 Longbridge Road, 2nd Floor

Thornhill, Ontario L4J 4L1

Attention: Paul Chisholm, President

Telephone: 905-763-8203
Facsimile: 905-669-3787

If to the City, at:

City of Toronto
Metro Hall, 2nd Floor
55 John Street
Toronto, ON M5V 3C6

Attention: Director, Real Estate Services

Telephone: (416) 392-7202
Facsimile: (416) 392-1880

Such notice shall be deemed to have been delivered on the date of delivery, or, if delivered after 5:00 p.m., such notice shall be deemed to have been delivered on the next following business day. By giving to the other parties at least 10 days' Notice, any party may, at any time and from time to time, change its address for delivery or communication for the purposes of this Section 7.1.

ARTICLE 8 - MISCELLANEOUS

8.1 Miscellaneous.

(a) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(b) Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City of all of its rights as a municipality, or imposes any obligations on the City, in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including planning rights and responsibilities. Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the City's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Agreement.

(c) No communication or dealing between the Condominium Corporation and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the City will be deemed to be a communication or dealing under the provisions of this Agreement between the Condominium Corporation and the City as parties to this Agreement, or to affect the City with notice of any such communication or dealings. It is intended and agreed that the City acts solely in a private capacity under this Agreement and any communication or dealing between the City and the Condominium Corporation as parties to this Agreement will only be effective if delivered in accordance with the notice provisions set out in this Agreement. No communication or dealing between the City as a party to this Agreement and the Condominium Corporation as a party to this Agreement will relieve the Condominium Corporation from the responsibility of discharging its lawful obligations to the City imposed by statute, regulation, by-law or in any other lawful manner separate and apart from the obligations of the Condominium Corporation imposed by this Agreement.

(d) Any of the rights and obligations of the City under this Agreement may be exercised and performed, respectively, by the CCO from time to time.

(e) This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the Parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

(f) This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Agreement.

(g) Either Party shall, within a reasonable period of time after request therefor by the other Party, execute in recordable form and deliver to the requesting Party a statement certifying that this Agreement is in full force and effect and that such Party making such statement is in full compliance with the terms and conditions of this Agreement.

(h) Time shall be of the essence of this Agreement and each of its provisions.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

TORONTO STANDARD CONDOMINUM CORPORATION NO. 2322

Per: _____
Name: Anthony Heller
Title: President

Per: _____
Name: David Brothman
Title: Vice-President

Per: _____
Name: Howard M. Hacker
Title: Secretary

We have authority to bind the Corporation.

CITY OF TORONTO

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I\We have authority to bind the Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF EASEMENT LANDS

Whole of PIN 21299-0257 (LT)
Part of Block 11, Plan Ordnance Reserve,
designated as Parts 1 to 14 (inclusive) on Plan 66R-22662;
City of Toronto

SCHEDULE "B"

LEGAL DESCRIPTION OF CONDOMINIUM LANDS

Firstly:

Whole of PIN 21299-0307 (LT)
Part of Block 11, Plan Ordnance Reserve,
designated as Parts 1, 2 and 3 on Plan 66R-23981, save and except Part 2 on Plan 66R-25208;
City of Toronto

Secondly:

Whole of PIN 21299-0261 (LT)
Part of Block 11, Plan Ordnance Reserve, Part of Parcel 3, Plan 1101,
designated as Parts 1, 4, 5, 6 and 13, Plan 66R-22486;
City of Toronto

SCHEDULE "C"

LEGAL DESCRIPTION OF 9 HANNA LANDS

Firstly:

Whole of PIN 21299-0255 (LT)
Part of Block 11, Plan Ordnance Reserve Toronto,
Parts 1 to 11 (inclusive) on Plan 64R-16798,
S/E Part 1 on Plan 66R-22121;
City of Toronto

Secondly:

Whole of PIN 21299-0182 (LT)
Part of Block 11, Plan Ordnance Reserve,
designated as Parts 1 and 2 on Plan 66R-20451;
City of Toronto

Thirdly:

Whole of PIN 21299-0257 (LT)
Part of Block 11, Plan Ordnance Reserve,
designated as Parts 1 to 14 (inclusive) on Plan 66R-22662;
City of Toronto

Fourthly:

Whole of PIN 21299-0288 (LT)
Part of Block A, Plan D-1474, Part of Block 11, Plan Ordnance Reserve,
designated as Parts 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 19, 20,
21, 22, 23, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 42, 43, 44, 45, 46,
47, 48, 50, 52, 53, 54, 55, 56, 57, 58 and 59 on Plan 66R-25201;
City of Toronto

Fifthly:

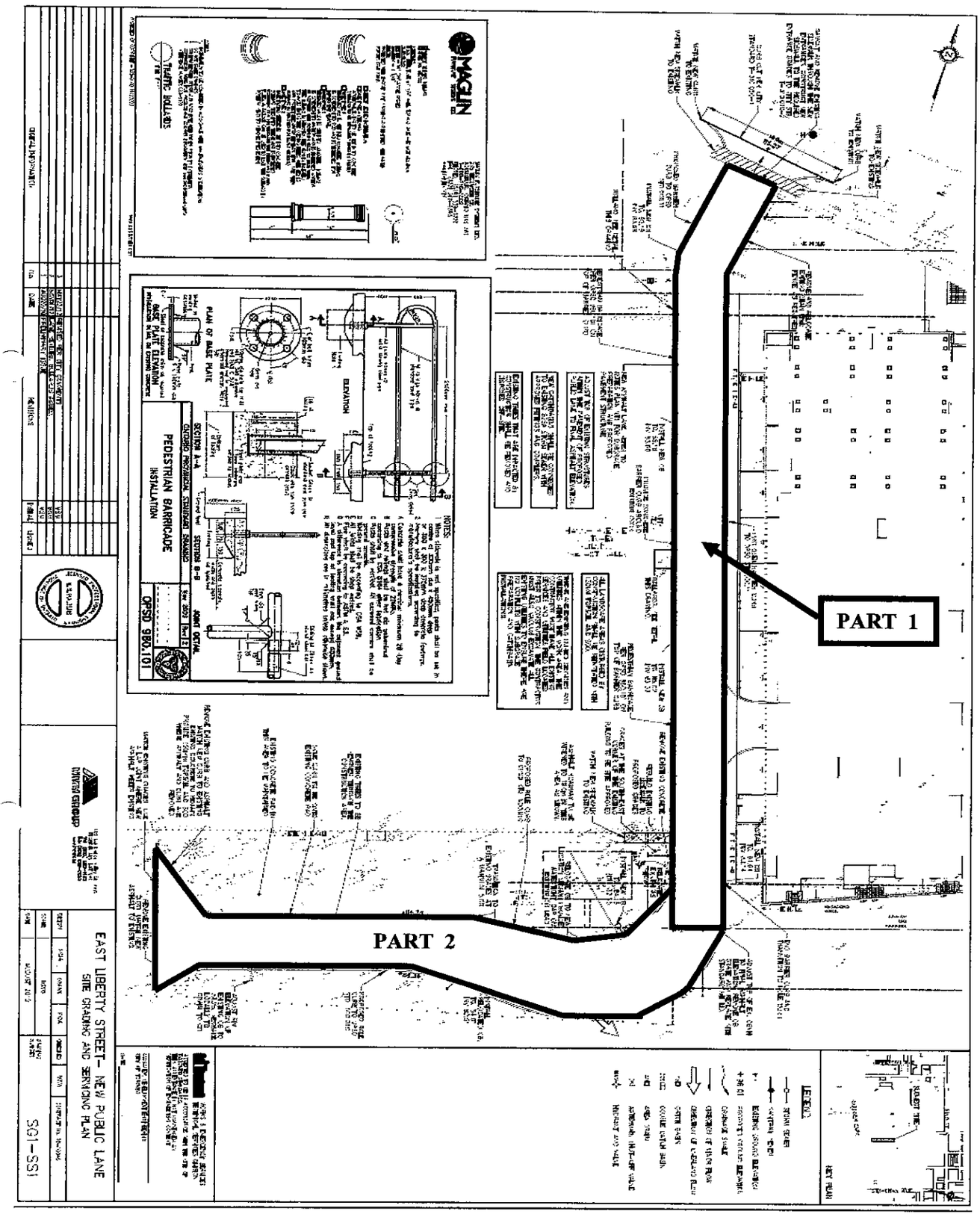
Whole of PIN 21299-0300 (LT)
Part of Block 11, Plan Ordnance Reserve,
designated as Part 3 on Plan 66R-22797;
City of Toronto

Sixthly:

Part of PIN 21299-0270 (LT)
Part of Block 11, Plan Ordnance Reserve,
designated as Parts 13, 14 and 15 and
part of Parts 12, 16, 17 and 18 on Plan 66R-23084;
City of Toronto

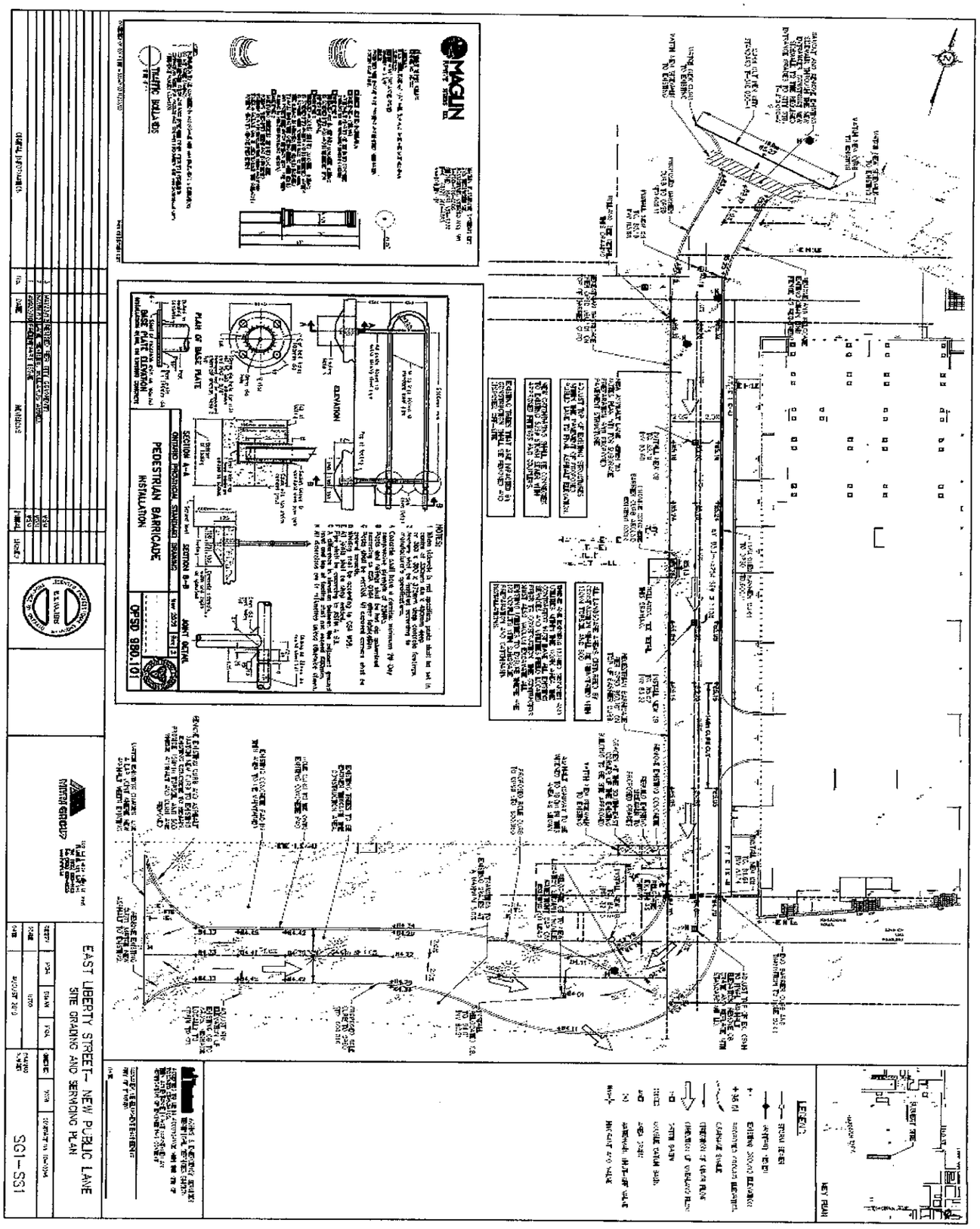
SCHEDULE "D"

SKETCH DEPICTING SHARED PORTION OF THE DRIVEWAY (PART 1) AND CITY'S EXCLUSIVE PORTION OF the DRIVEWAY (PART 2)



SCHEDULE "E"

APPROVED PLANS AND SPECIFICATIONS



SCHEDULE "F"

ESTIMATED YEAR 1 BUDGET re: SHARED MAINTENANCE COSTS

9 Hanna Avenue and
65-85 East Liberty Street

Shared Driveway	Monthly Accrued Monthly	Year	Notes
Repairs to Pot holes (May)	$21	$250.00	Allowance for 1 pot hole in the Spring
Concrete Repairs (May)	$21	$250.00	Allowance for minor concrete repairs in the spring
Catch Basin cleaning (June and Oct)	$50	$600.00	Catch Basin cleanings twice a yearly. June and October in the spring
Line painting (May)	$15	$180.00	Allowance for Line divider painting
Snow clearing (Nov, Dec, Jan, Feb, March)	$333	$4000.00	Cost for 5 months of snow clearing
Power wash (May, June)	$125	$1500.00	Spring and winter lane way power wash
Salt (Nov, Dec, Jan, Feb, March)	$125	$1500.00	Costs for 5 months of Salt Nov, Dec, Jan, Feb, March
Extra snow pick lift	$67	$800.00	Allowance for heavy snow fall pick up

Summary Calculation	
Expenses year Total	**$9,080.00**

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322

BY-LAW NO. 9

BE IT ENACTED as a By-law of Toronto Standard Condominium Corporation No. 2322 (hereinafter referred to as the **"Corporation"**) as follows:

The directors of the Corporation shall cause the Corporation to enter into an agreement with the City of Toronto in the form attached hereto as Schedule A (the "Maintenance and Cost Sharing Agreement") which shall provide that the City of Toronto shall be exclusively responsible for arranging, supervising and carrying out the inspection, maintenance, operations, clearing of snow and ice, repair, reconstruction and replacement of the driveway that abuts the westerly boundary of the Condominium Lands, and the Corporation shall reimburse the City of Toronto for 50% of the costs of providing such services.

The foregoing By-law No. 9 is hereby enacted and passed by the directors of the Corporation, who have duly approved and confirmed without variation the provisions herein, as evidenced by all of the respective signatures hereto of all the directors.

DATED at Toronto, this 23rd day of July, 2013.

Director – Anthony Heller

Director – David Brothman

Director – Howard M. Hacker

Director – Mark Tutton

Director – Scott McLellan

Director – Sam Galet

Director – Jeffrey King

The foregoing By-law No. 9 is hereby approved and confirmed by the sole Owner of the Units as evidenced by the signature of its duly authorized officer in that behalf.

DATED at Toronto, this 23rd day of July, 2013.

KING WEST CENTRE (II) CORP.

Per:_____
Name: Anthony Heller
Title: President

I have authority to bind the Corporation.