Province of Ontario

Document General

Form 4 — Land Registration Reform Act

D

FOR OFFICE USE ONLY

LT 0973023

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
YORK REGION (65) NEWMARKET
LAND REGISTRAR/REGISTRATEUR

'94 MAY 6 AM 10 55

New Property Identifiers — Additional: See Schedule ☐

Executions — Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 13 pages

(3) Property Identifier(s) Block Property — Additional: See Schedule ☐

(4) Nature of Document

BY-LAW NO. 4

(5) Consideration

NIL Dollars $

(6) Description

All Units and Common Elements comprising the property included in York Region Condominium Plan No. 845, together with its appurtenant common interest, City of Vaughan, Regional Municipality of York.

Land Registry Office for the Land Titles Division of York Region (No. 65)

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

See Schedule for By-Law No. 4 and Certificate.

We hereby apply under Section 71 of the Landtitles Act to Register By-Law No. 4'

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 845 (Applicant) by its solicitors ROSE, PERSIKO, RAKOWSKY	Per: Bernard J. Persiko	1994	05	05

(11) Address for Service Suite 500, 3650 Victoria Park Avenue, North York, Ontario M2H 3P7

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property

All Units at:
81 Townsgate Drive
Thornhill, Ontario
L4J 7W8

(15) Document Prepared by:

Bernard J. Persiko
ROSE, PERSIKO, RAKOWSKY
55 University Ave.
Suite 700
Toronto, Ontario M5J 2K4
(940180)

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Fees and Tax	
Registration Fee	
Total	

THE CONDOMINIUM ACT

CERTIFICATE

YORK REGION CONDOMINIUM CORPORATION NO. 845 hereby certifies that the By-Law Number 4 attached hereto was made in accordance with The Condominium Act, R.S.O. 1980 c. 84, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law Number 4 has not been amended and is in full force and effect.

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 6th day of May, 1994.

YORK REGION CONDOMINIUM CORPORATION NO. 845

Per: _____
Secretary - Bernard J. Persiko

YORK REGION CONDOMINIUM CORPORATION NO. 845

By-Law No. 4

Be it enacted as By-Law No. 4 of **YORK REGION CONDOMINIUM CORPORATION NO.845** (hereinafter referred to as the "Corporation") as follows:

1. That the Corporation enter into an agreement in the form of agreement annexed hereto as Schedule "A" (hereinafter called the "Common Facilities Agreement") with Bathurst Steeles Developments Ltd. (hereinafter called the "Declarant"), and Bathurst Steeles Developments Two Ltd. (the "Owner") for the purposes of:

   (a) Providing for the control over the use, operation and maintenance of the Gate House, Tennis Court, Swimming Pool and Squash Court ("Common Facility Units"), including the responsibility to pay its share of the cost of all repair, replacement, maintenance, operating and improvement costs relating or pertaining to the Common Facility Units and the Common Interior Roadway and Ramp ("Common Facilities");

   (b) providing for the mutual use and regulation of the Common Facilities; and

   (c) providing for or regulating those other matters therein set forth.

2. That the Corporation be and it is hereby authorized to execute any further documents or other assurances with the Owner or its successors and assigns as may be required from time to time in order to give effect to the provisions of the Common Facilities Agreement.

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

4. That the President or Secretary of the Corporation be and he is hereby authorized to execute, on behalf of the Corporation, the Common Facilities Agreement, together with all other documents or instruments which are ancillary to the Common Facilities Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Common Facilities Agreement on the title to the condominium property of the Corporation and all such documents and instruments are hereby authorized, ratified, sanctioned and confirmed.

The foregoing Special By-Law No. 4 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED this 6th day of May, 1994.

The undersigned which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-Law No. 4 of the said Corporation signed by all the Directors of the said Corporation as By-Law No. 4 thereof pursuant to the provisions of the Condominium Act on the 6th day of May, 1994.

DATED this 6th day of May, 1994 .

BATHURST STEELES DEVELOPMENTS LTD.

Per: _____
Alan Menkes - President

SCHEDULE "A"

COMMON FACILITIES AGREEMENT

THIS AGREEMENT made this 6th day of May, 1994.

BETWEEN:

BATHURST STEELES DEVELOPMENTS TWO LTD.

(hereinafter called the "Owner")

OF THE FIRST PART

AND:

BATHURST STEELES DEVELOPMENTS LTD.

(hereinafter called the "Declarant")

OF THE SECOND PART

AND:

YORK REGION CONDOMINIUM CORPORATION NO. 845, a condominium created by the registration of a declaration and description on the 3rd day of May, 1994, in the Land Titles Division of York Region (No. 65) at Newmarket.

(hereinafter called the "Corporation" or "this Corporation")

OF THE THIRD PART

WHEREAS:

(a) The Corporation is a condominium corporation in respect of the units and their appurtenant Common Interests which, together, comprise the property contained in the Corporation's condominium plan and which consist of those lands and premises situate in the Town of Vaughan, in the Regional Municipality of York, and being the Common Elements and General Index and Property Parcel Register for York Region Condominium Corporation No. 845 registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) at Newmarket (which lands are hereinafter referred to as the **"Building One Lands"** and more particularly described in Schedule "A" hereto and are municipally known as 81 Townsgate Drive, City of Vaughan, Ontario);

(b) The Owner is the registered owner of those lands and premises situate in the Town of Vaughan, in the Regional Municipality of York, lying adjacent to the **"Building One Lands"** and being composed of those lands and premises more particularly described in Schedule "B" hereto (which lands are hereinafter referred to as the **"Building Two Lands"** and is municipally known as 91 Townsgate Drive, City of Vaughan, Ontario);

(c) The Building Two Lands may also be referred to as the "Adjacent Condominium Lands";

(d) The Owner intends to construct a highrise condominium apartment building and related facilities upon the Building Two Lands and intends to register the same as a separate condominium corporation (hereinafter sometimes referred to as the **"Adjacent Condominium Corporation)**;

(e) This Corporation and the Adjacent Condominium Corporation shall be referred to collectively as the **"Two Condominium Corporations"**;

(f) The Declarant as at the date hereof, is the owner of all of the Condominium Units within the Building One Lands;

(g) The amenities included on the Building One Lands will consist, in part, of a gatehouse together with adjacent land designated as Unit 10, Level 1 (the "Gatehouse"), tennis court (the "Tennis Court"), a swimming pool and surrounding area (the "Swimming Pool") and Squash Court (the "Squash Court"), which will be made available for the common use of owners and occupants of the Two Condominium Corporations. The Tennis Court and the Swimming Pool will be designated as a Recreational Unit, namely Unit 11, Level 1. The Squash Court will be designated as a Recreational Unit, namely, Unit 1, Level B.

(h) The description of the Building One Lands contained in Schedule "A" hereto includes a right-of-way for purpose of vehicular and pedestrian ingress and egress together with a ramp on the Building Two Lands, which is intended for the common use of owners of the Building One Lands and Building Two Lands and is hereinafter referred to as the "Common Interior Roadway and Ramp";

(i) The Gate House Tennis Court, Swimming Pool and Squash Court are herein collectively called the **"Common Facility Units"**;

(j) Ownership of the Common Facility Units shall ultimately be shared between the Two Condominium Corporations as tenants-in-common;

(k) The Common Facility Units and Common Interior Roadway and Ramp are herein collectively called the **"Common Facilities"**;

(l) The words **"Facility Costs"** shall mean all maintenance, operating, improvement, repair and replacement costs relating or pertaining to the Common Facilities;

(m) The words **"Common Elements"**, **"Common Expenses"**, **"Common Interest"**, **"Declaration"**, **"Description"**, **"By-Laws"**, **"Registration"** and **"Rules"** shall have the same meanings as are ascribed to such terms in the Condominium Act, R.S.O. 1990, c.26, and regulations thereto (the "Act"), as amended from time to time;

(n) The parties hereto, have entered into this Agreement in order to provide for the control over the use, operation, maintenance, repair and replacement of the Common Facilities, and the allocation of the responsibility for payment of the Facilities Costs;

(o) "Structure" shall mean either the structure on the Building One Lands or the Building Two Lands.

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 $10.00 of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by all parties), the parties hereby covenant and agree to and with each other and each of them as follows:

ARTICLE 1.00 - RECITALS

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

ARTICLE 2.00 - GATE HOUSE, TENNIS COURT, SWIMMING POOL AND SQUASH COURT (COMMON FACILITY UNITS)

2.1 (a) The parties hereto hereby acknowledge, confirm and agree that ownership of the Common Facility Units shall ultimately be shared between the Two Condominium Corporations as tenants in common in the proportions that the number of registered dwelling units in each of the Two Condominium Corporations bears to the total number of registered dwelling units in the Two Condominium Corporations respectively (each such proportion being referred to hereafter as the "**Proportionate Interest**").

(b) The Declarant covenants to transfer title to the Common Facility Units to the Two Condominium Corporations as tenants-in-common in accordance with its Proportionate Interest on or immediately after the Transfer Date (as defined in Section 2.4 hereof).

Provided that if the Adjacent Condominium Corporation is not registered at such time, the Declarant shall transfer to this Corporation its Proportionate Interest in the Common Facility Units on or immediately after the Transfer Date. Upon registration of the Adjacent Condominium Corporation, the Declarant shall transfer to the Adjacent Condominium Corporation its Proportionate Interest in the Common Facility Units.

(c) Once ownership of the Common Facility Units has been transferred to the Two Condominium Corporations as aforesaid, any further sale, transfer, other conveyance or mortgage, charge or encumbrance, of the whole or any portion of the Common Facility Units shall not be permitted without the unanimous consent of the Two Condominium Corporations and the prior written approval of a majority of the members of each condominium corporation purporting to sell, transfer, mortgage, charge or encumber its Proportionate Interest in the Common Facility Units, and each registered mortgagee of any unit within such condominium corporation who has notified such condominium corporation of its entitlement to vote in accordance with the Act shall be provided with notice of such meeting in accordance with the Act; and an agreement to prohibit such transfer pursuant to Section 117 of the Land Titles Act shall be registered against the Common Facility Units.

(d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber the Proportionate Interest of any of the Two Condominium Corporations in the Common Facility Units without the consents and approval set forth in Section 2.1(c) shall be void and of no effect whatsoever.

(e) As at the date of this Agreement, it is intended that the Building One Lands will be comprised of approximately 125 dwelling units and the Building Two Lands will be comprised of approximately 162 dwelling units.

2.2 Notwithstanding that the transfer of ownership of the Common Facility Units to the Two Condominium Corporations respectively (as tenants in common) in accordance with their respective Proportionate Interests may or may not yet have occurred, the owners of dwelling units in the Two Condominium Corporations and their respective residents and invitees or purchasers permitted occupancy under agreements of purchase or sale for such dwelling units (the "**Permitted Users**") shall have immediate use and enjoyment of the Common Facility Units as soon as same are completed and operational. The Permitted Users shall have reasonable access to the Common Facility Units.

The Declarant shall have the right to make reasonable rules and regulations regarding the use and access to the Common Facility Units prior to the Transfer Date and, thereafter, the Committee shall have the right to promulgate such rules and regulations.

2.3 For the purposes of this Agreement, the Transfer Date shall be the earlier of:

(a) the date upon which the Two Condominium Corporations have been registered as separate Condominiums and all units therein have been sold and conveyed; or

(b) such earlier date as the Declarant may determine, in its sole and unfettered discretion.

2.4 Until the appropriate date referred to in Section 2.3 hereof (hereinafter referred to as the **"Transfer Date"**), the Declarant shall have the unilateral right to manage, operate and control the Common Facility Units and not less than once annually shall prepare and submit to such of the Two Condominium Corporations as have been registered pursuant to the Act for incorporation in each of the latter's overall annual budgets a separate budget (the **"Common Facilities Budget"**) outlining the costs of providing and maintaining services, equipment and staff for the Common Facility Units, as well as the costs of maintaining, repairing and/or replacing the Common Facility Units, which together with the costs of maintaining, repairing and/or replacing the Common Interior Roadway and Ramp, shall constitute the then applicable Facilities Costs. The cost of maintaining, repairing and replacing the Common Facility Units and Common Interior Roadway and Ramp shall be included in the Common Facilities Budget.

After the Transfer Date, the Declarant and the Owner shall have no further interest or obligation whatsoever with respect to the Common Facilities, and shall not be further bound by this Agreement, and shall be fully released from this Agreement. The parties hereto covenant and agree to forthwith execute all further assurances or other documents necessary or required to carry out the true intent of this provision.

ARTICLE 3.00 - COST-SHARING PROVISIONS

3.1 The allocation of responsibility for payment of Facilities Costs shall be as follows: each of the Two Condominium Corporations shall pay and be solely responsible for that proportion or percentage of the Facility Costs as is equivalent to its Proportionate Interest in the Common Facility Units (hereinfafter referred to as its **"Proportionate Share"** thereof), provided that until the Two Condominium Corporations are registered, this Corporation shall pay and be responsible for all the Facilities Costs.

ARTICLE 4.00 - COMMITTEE

4.1 From and after the Transfer Date, the use and maintenance of the Common Facilities, as well as the preparation and submission of the Common Facilities Budget outlining the Facilities Costs, shall be governed by a committee (the **"Committee"**). Notwithstanding their respective Proportionate Interests in the Common Facilities, each of the Two Condominium Corporations shall have equal representation on the Committee, provided that if the Adjacent Condominium Corporation is not registered by the Transfer Date, then the Owner shall be entitled to nominate its own

representatives on the Committee in the place and stead of the Adjacent Condominium Corporation which is not then registered. As and when the Adjacent Condominium Corporation is registered, the nominees of the Owner on the Committee in respect of the previously unregistered Adjacent Condominium Corporation shall resign and be replaced by representatives of the Adjacent Condominium Corporation. The Committee shall be formed immediately upon the occurrence of the Transfer Date and shall consist of 4 members, 2 members of which shall be appointed by each of the board of directors of the Two Condominium Corporations (and by the Owner in respect of the Adjacent Condominium Corporation which is not yet registered under the Act). At least 3 representatives of the Committee must be present in person or by proxy to constitute a quorum. All decisions of the Committee shall be decided unanimously, with each member thereof having one vote. Any member of the Committee may call a meeting thereof by giving at least ten days prior written notice thereof to all other members of the Committee in the same manner as all notices are required to be given to directors of a Condominium Corporation as prescribed in the Act with respect to Directors' Meetings. The Committee shall, inter alia, be responsible for:

(a) establishing rules of conduct and procedure with regard to the use and maintenance of the Common Facilities;

(b) the provision of heat, hydro, water and staff for the Common Facility Units;

(c) the provision, maintenance and replacement of equipment and structures in respect of the Common Facility Units;

(d) the maintenance and repair of the Common Facilities; and

(e) the preparation and submission to the Two Condominium Corporations not less than once annually of a Common Facilities Budget outlining the costs of the matters hereinbefore referred to, together with the costs of municipal taxes pertaining to the Common Facility Units.

From and after the Transfer Date, the Committee may determine such other matters relating to the Common Facilities as are not inconsistent with the provisions of this Agreement.

4.2 The Corporation covenants and agrees to adopt and be bound by the annual Common Facilities Budget prepared by the Owner or the Committee as part of the Corporation's overall annual budget and agrees to pay and be solely responsible for its Proportionate Share of the Facilities Costs as set forth in the Common Facilities Budget in accordance with Section 3.1 hereof.

4.3 The Corporation shall contribute, pay and be responsible for payment of their respective Proportionate Shares of the Facilities Costs in each annual fiscal period designated by the Declarant or the Committee (after its creation) in accordance with the Common Facilities Budget and shall pay such Facilities Costs in 12 equal consecutive monthly installments on the first day of each and every month during the annual fiscal period to the Declarant until the Transfer Date and, thereafter, to the Committee or to whomever the Committee may direct. The contributions to the said Facilities Costs shall be adjusted and paid forthwith following the end of each fiscal period designated by the Declarant or the Committee, as the case may be, immediately following the issuance of the financial statements for such period.

4.4 Any amounts not contributed by any of the Two Condominium Corporations in accordance with the foregoing provisions, shall, until advanced their interest at the rate of 24% per annum,

calculated and compounded monthly on such amount as is from time to time unpaid and until so paid, such amount, together with interest thereon as aforesaid, shall, to the extent thereof, be and constitute a first lien and charge against the lands or assets of such of the Two Condominium Corporations which has failed to pay its Proportionate Share of the Facility Costs.

ARTICLE 5.00 - ARBITRATION

5.1 The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single judge of the Supreme Court of Ontario in accordance with and pursuant to the provisions of the Arbitrations Act of Ontario, R.S.O. 1980, as amended.

ARTICLE 6.00 - EASEMENTS, RIGHTS OF WAY, RESERVATIONS

6.1 The Owner and the Corporation grant to each other, easements of support, subject to the conditions herein provided, over the Structure of the grantor of each such easement for support in and to all existing structural members, footings and foundations, for the purpose of supporting the Structure of such grantee or grantees.

6.2 Each of the grantors of an easement granted in this Article 6.00 hereby reserves its rights over the easements granted by it, and each grantee of such an easement agrees to abide by all reasonable rules and regulations of the grantor of such easement, as are communicated to such grantee in writing from time to time.

6.3 The enjoyment or use at any time of the easements herein granted shall be subject to such reasonable regulations and rules, as may be imposed from time to time by the grantor of any such easement, including but not limited to regulations and rules, concerning the times of, notice of and manner in which such easements are to be enjoyed. In exercising their rights to the easements granted herein, the Owner and the Corporation shall act in a prudent and reasonable manner so as to minimize the interference occasioned to the other party by the use of such easement.

6.4 In the event that damage or inconvenience is caused to the Structure of the grantor of an easement as the result of the exercise of the grantee's right 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, and such repair shall include any redecoration necessary to restore the damaged Structure to its previous condition.

6.5 All of the easements granted in this agreement are granted in perpetuity, or for such lesser period as shall be required for the purposes herein set out. The said easements are granted to the grantees thereof, their heirs, executors, administrators, successors and assigns, servants, agents, workmen, invited guests, residents and tenants and others authorized by them for the purposes herein referred to.

ARTICLE 7.00 - OPERATION

7.1 Each party in performing its obligations and exercising its rights under this Agreement covenants and agrees to comply with all laws, rules, orders, ordinances, regulations and requirements

of any government or municipality, or any agency thereof having jurisdiction over the Building One Lands and Building Two Lands.

7.2 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, visitor, guest, servant or agent.

7.3 The Owner and the Corporation hereby covenants and agrees to remove any construction lien or other encumbrance or charge registered against its Structure and which also affects the Structure of the other, within thirty (30) days of written request from the party whose Structure is so affected.

7.4 The Owner and the Corporation each covenants and agrees not to cause, authorize or condone any undue disturbance, noise or vibrations from the Structure of each covenantor or from any part of the parcel over which such covenantor has an easement, to the detriment of the covenantee or any of them. Nothing in this Section 7.4 shall in any way be construed to restrict the reasonable or intended uses of the Building One Lands and Building Two Lands.

7.5 All work required to be performed pursuant to this agreement shall be performed by the Owner and the Corporation in a manner equivalent to standards from time to time maintained in other first-class luxury buildings in the Municipality of Metropolitan Toronto. Each of the Owner and the Corporation, with respect to the separate lands and portions of the Building One Lands and Building Two Lands owned or governed by each of them shall operate, maintain and repair such portions in the aforesaid manner, including without limitation, keeping such portions clean and tidy, providing all necessary services and utilities, promptly removing from the Structure all garbage and refuse and providing all necessary security.

7.6 If any party shall fail to commence and complete all reasonable steps to cure a default under this agreement forthwith upon receipt of notice of such default by another party hereto, then the party giving the notice may take all reasonable steps to cure the default, including, without limitation, the performance of maintenance, repair or replacement work, the hiring of contractors, entry onto the Structure of the defaulting party, the payment of any sum secured by lien and/or the filing of a bond to discharge a lien. The defaulting party shall, upon demand, reimburse the party taking such steps for all costs and expenses paid or incurred in the exercise of such rights.

7.7 A party performing work pursuant to this agreement shall have reasonable discretion with regard to the means of performing same, and it is therefore agreed that the amount of any cost or expense actually paid or incurred by any party for any work pursuant to this agreement shall not be challenged by any other party unless clearly demonstrated to be substantially in excess of reasonable costs or expenses for such work.

ARTICLE 8.00 - NOTICES

8.1 Any notice required or desired to be given to any of the parties hereto in connection with this Agreement or arising therefrom shall be in writing and shall either be hand-delivered or delivered by prepaid registered post to the parties at the following addresses:

(a)	to the Corporation at:	3650 Victoria Park Avenue Suite 500 North York, Ontario M2H 3P7
(b)	to the Owner at:	3650 Victoria Park Avenue Suite 500 North York, Ontario M2H 3P7
(c)	to the Declarant at:	3650 Victoria Park Avenue Suite 500 North York, Ontario M2H 3P7

8.2 All notices shall be deemed to have been given on the 3rd business day following the date of mailing or the date upon which notice is personally delivered, as the case may be. Any party may from time to time by written notice to the other parties in accordance with the foregoing provisions change the address to which its notices are to be delivered.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

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

10.2 The Owner further covenants and agrees that upon the registration of the Adjacent Condominium Corporation, as a declarant thereof, it shall cause the Adjacent Condominium Corporation to ratify this Agreement so that such condominium corporation agrees to be bound by all the terms, provisions and conditions contained herein to the same effect as if such condomiminium corporation had been an original party hereto in the place and stead of the Owner insofar as the Owner's participation in and obligation under this Agreement relate to such condominium corporation. Moreover, notwithstanding anything provided in this Agreement to the contrary, as and when the Adjacent Condominium Corporation is registered, the Owner and the Declarant shall be automatically released and discharged from their obligations and liabilities hereunder to the extent that such liabilities and obligations have been assumed by such condominium corporation.

9.3 The parties hereto hereby consent to the registration of this Agreement against the title to the Building One Lands and the Building Two Lands and hereby acknowledge, confirm and agree that this Agreement shall be deemed and construed to run with the title to each of such Lands and shall be binding upon the successors in title to each of such Lands.

ARTICLE 10.00 - GENERAL

10.1 This Agreement is subject to compliance with Section 49 of the Planning Act, 1983, as amended.

10.2 The headings used in the body of this Agreement form no part thereof but shall be deemed to be inserted for convenience or reference only.

10.3 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.

10.4 The parties hereto covenant and agree to forthwith execute all further assurances or other documents necessary or required to carry out the true intent of these presents.

10.5 If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from this Agreement and the remaining provisions thereof shall remain in full force and effect and shall be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.

10.6 This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals duly attested to by the hands of their respective proper signing officers authorized in that behalf the day and year first above written.

BATHURST STEELES DEVELOPMENTS TWO LTD.

Per:_____
Alan Menkes - President

BATHURST STEELES DEVELOPMENTS LTD.

Per:_____
Alan Menkes - President

YORK REGION CONDOMINIUM CORPORATION NO. 845

Per:_____
Alan Menkes - President

Per:_____
Bernard J. Persiko - Secretary