

AMENDED AND RESTATED SHARED FACILITIES AGREEMENT

THIS AGREEMENT made as of the 24TH DAY OF AUGUST, 2016

BETWEEN:

SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 259, a condominium corporation created by the registration of a declaration and description under the *Condominium Act, 1998*

(“SSCC259”)

-And-

SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 308, a condominium corporation created by the registration of a declaration and description under the *Condominium Act, 1998*

(“SSCC308”)

WHEREAS the declaration of SSCC259 has been registered in the Land Registry Office for the Land Titles Division of Simcoe as Instrument No. SC27590 creating the condominium plan legally known as Simcoe Standard Condominium Plan No. 259;

AND WHEREAS the declaration of SSCC308 has been registered in the Land Registry Office for the Land Titles Division of Simcoe as Instrument No. SC463636 creating the condominium plan legally known as Simcoe Standard Condominium Plan No. 308;

AND WHEREAS SSCC259 and the declarant on behalf of SSCC308 entered into a Shared Facilities Agreement made as of August 18, 2004 and registered as Instrument No. SC322658 (the “**Original Shared Facilities Agreement**”) for the purposes of providing for the mutual use, maintenance, repair, replacement, governance and cost-sharing of certain of the Shared Facilities, the Easements and the Shared Services;

AND WHEREAS the parties have agreed to amend and restate the Original Shared Facilities Agreement and, accordingly, are entering into this Amended and Restated Facilities Agreement;

IN CONSIDERATION OF the mutual covenants herein contained, and for other good and valuable consideration and the sum of Ten Dollars (\$10.00) now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree each with the other as follows:

**ARTICLE 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 areas: 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 components: 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*, S.O. 1998, Chapter c.19, as amended, or any successor legislation;
- (c) “**ADR**” shall mean alternate dispute resolution in accordance with Article 15;
- (d) “**Allocated Share**”, with respect to a Corporation (as hereinafter defined), shall mean the proportion of the costs of the Shared Services to be borne by that Corporation pursuant to Article 8 of this Agreement;
- (e) “**Building(s)**” means the SSCC259 Building and the SSCC308 Building, taken either collectively or separately, as the context may provide;
- (f) “**Common Foundation**” means the foundation structure for the Buildings common to the Corporations and includes, as applicable:
 - (i) the external walls and all supporting walls, pillars, columns and footings;
 - (ii) any wall or other vertical or horizontal structure (including chain-link fencing) on or adjacent to any border between the Lands of one Corporation and those of the other, and so located either as a demarcation of such border, or to support parts of the structures of Buildings or equipment servicing the Buildings, including side and cross beams;
 - (iii) all applicable floors and roof slabs;
 - (iv) applicable waterproofing membranes;
 - (v) any component of either Building necessary for the support of any part(s) of the structures of the other Building;
- (g) “**Common Pedestrian Walkway**” means the walkway for pedestrian ingress and egress to access the Shared Facilities;
- (h) “**Corporation**” shall mean, with respect to the SSCC259 Lands, SSCC259, and with respect to the SSCC308 Lands, SSCC308, and “**Corporations**” shall mean both of them;
- (i) “**Easements**” means the easements referred to in Article 4 hereof;
- (j) “**Insurance Policies**” shall mean the policies of property and liability insurance and/or self-insurance maintained as contemplated in clauses 10.1(a), (b) and (c) of this Agreement;
- (k) “**Lands**” shall mean the SSCC259 Lands and SSCC308 Lands taken collectively;
- (l) “**Part**”, when followed by one or more numerals, shall mean the Part of the Lands as designated on the Reference Plan;
- (m) “**Reference Plan**” means the Reference Plans registered in the Land Registry Office for the Land Titles Division of Simcoe as number 51R-30860 and 51R-31129 and any other reference plan registered and pertaining to the Lands;
- (n) “**Servient Portion**”, with respect to the Lands owned by a Corporation or charged in favour of a mortgagee, shall mean the parts thereof subject to the Easements;
- (o) “**Shared Costs**” means the costs incurred to operate, maintain, repair, restore, reconstruct, replace and inspect the Shared Facilities and includes the costs of providing the Shared Services, as provided in Article 8;
- (p) “**Shared Facilities**” shall mean the facilities described as such in Schedule C of this Agreement;

- (q) “Shared Facilities Committee” or “**Committee**” shall mean the committee provided for in Article 9;
- (r) “Shared Facilities Reserve Fund” shall mean the fund created by the Corporations for the purpose of major repair and replacement of the Shared Facilities and Shared Services and as referred to in Article 9.
- (s) “**Shared Services**” shall mean the services for the Shared Facilities described in Article 7;
- (t) “**SSCC259 Building**” means the building and underground garage erected on the SSCC259 Lands;
- (u) “**SSCC259 Lands**” shall mean the lands described in Schedule A hereto;
- (v) “**SSCC308 Building**” means the building and underground garage located on the SSCC308 Lands; and
- (w) “**SSCC308 Lands**” shall mean the lands described in Schedule B hereto.

**ARTICLE 2
RECITALS**

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

**ARTICLE 3
EFFECT OF THIS AGREEMENT**

3.1 **Effect of Agreement**

The Original Shared Facilities Agreement is hereby amended by deleting all of the provisions thereof and replacing them with the provisions contained in this Agreement.

**ARTICLE 4
EASEMENTS**

- 4.1 The Lands of each of the parties to this Agreement are subject to easements in favour of the other, their respective successors and assigns in title and their respective occupants, servants, assignees, contractors, employees, invitees and licensees, as set out on the registered title of the Lands and as set out in the declaration creating SSCC259 and the declaration creating SSCC308. The aforesaid easements are hereby confirmed by the parties hereto. Each of the parties hereto agree that they will execute all further assurances, easements, party wall agreements, agreements, or other documents and pass such resolutions and by-laws necessary to carry out the purposes of the easements.

**ARTICLE 5
BENEFIT AND BURDEN**

- 5.1 SSCC259 and SSCC308 acknowledge to and covenant with each other that:
- (a) the reciprocal benefit and burden shall apply and as such, each of the easements, rights and privileges referred to in this Agreement establishes a basis for the mutual and reciprocal use of certain parts of the Lands, including the Shared Facilities;
 - (b) as an integral and material consideration for the continuing enjoyment by each Corporation of such easements, benefits and privileges, each Corporation 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 Corporation, unless its Lands are governed by the Act (in which case the provisions of paragraph 5.5 of this Agreement shall apply), shall convey any interest in any part(s) of the Lands without obtaining from the grantee thereof a written covenant to be bound by the collective burden associated with such parts under this Agreement as described in clauses (a) and (b) hereof, including this paragraph 5.1, and seeing to registration thereof on the title to the Lands, if allowed by the appropriate Land Titles office.
- 5.2 The provisions of this Agreement are intended to run with the Lands benefitted and burdened thereby, and shall be binding on and enure for the benefit of each respective successor in title thereto.
- 5.3 Upon sale, transfer or conveyance by any owner of any condominium unit within either SSCC259 or SSCC308, such owner shall be automatically released and discharged *pro tanto* from any of the liabilities and obligations it would bear hereunder as the owner of such unit sold, transferred or conveyed, and it shall no longer be liable to any other owner for any breach of this Agreement caused or occurring subsequent to the date of such unit being transferred and any new owner of such unit 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 No Corporation 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 Corporation, which shall not be unreasonably withheld;
 - (b) do nor omit to do anything to impair any right of support granted in this Agreement, or to render unstable or unsafe any structure(s), foundation(s), footing(s), wall(s) or roof or floor slab(s) of the other Corporation.
- 5.5 No Corporation 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 the other Corporation's Lands and/or Building, or as to cause the amount of the other Corporation's Allocated Share to increase to any non-trivial extent, without the other Corporation's prior written consent, which shall not be unreasonably withheld if such expansion, burden or increase may be adequately compensated for monetarily without compromising what the other Corporation fairly regards as its essential interests and said Corporation legally binds itself to provide such compensation in the same manner as to payment (to the extent applicable) and enforcement as the payment of its own Allocated Share.

ARTICLE 6 MAINTENANCE AND REPAIR

- 6.1 The Corporations shall, in the manner contemplated by Article 7, Article 8 and Article 9, form a Committee which shall be responsible for governing and arranging for the maintenance, repair, restoration, reconstruction, replacement and inspection of the Shared Facilities to Acceptable Standards, and accordingly, in the manner contemplated in Article 7 and Article 8 for engaging all requisite contractors, servicemen, suppliers and others required therefor.
- 6.2 No declaration registered against the Lands or any part thereof under the Act shall permit the owner of any condominium unit to maintain or repair any part of the common elements comprised within the Shared Facilities, save and except maintenance of exclusive use common elements.

ARTICLE 7 PROVISION OF SHARED SERVICES FOR THE SHARED FACILITIES

- 7.1 The Shared Services means the services required to operate, maintain, repair, alter, replace and inspect the Shared Facilities and includes, without restricting the generality of the foregoing:

- (a) the operation, maintenance, restoration, replacement and inspection, as necessary, of the Shared Facilities to ensure that same are, and will operate, in accordance with Acceptable Standards;
 - (b) preparation and setting of annual budgets and conducting periodic reserve fund studies (including implementation) with respect to all Shared Services and Shared Facilities and all matters related thereto;
 - (c) obtaining of any professional services, consultants, opinions, reports and advice with respect to the Shared Facilities;
 - (d) landscaping of the central parkette referred to in Schedule C; and
 - (e) the services provided by Management (as defined in Section 9.1(a)).
- 7.2 All Shared Services shall be provided expeditiously in a good and workmanlike manner, without unnecessary interference with the normal use of the Lands and/or Buildings thereby affected, or with the benefit of the Easements appurtenant thereto, and where performed by contract with others, the contract price shall be competitive, except in an emergency where time does not permit competitive selection.
- 7.3 The Corporation upon which Shared Facilities are located shall promptly notify the other Corporation of any maintenance, repair or other attention required of which it becomes aware.
- 7.4 Each Corporation shall provide the other Corporation, in writing, with the name(s) and telephone number(s) of its liaison personnel for the purposes of notification in case of emergency.
- 7.5 The Shared Facilities shall only be used by residents of units in the buildings and their invitees in accordance with the rules governing the use of the Shared Facilities. For clarity, non-resident owners are not permitted to use the Shared Facilities.

ARTICLE 8 COST SHARING

- 8.1 Subject to Section 8.3 the Shared Costs shall be shared as follows:
- (a) The costs of the Shared Facilities shall be shared equally between SSCC259 and SSCC308, with each Corporation being responsible for fifty percent (50%) of the Shared Costs.
- 8.2 The cost of any services necessitated by the willful or negligent act or omission of either Corporation or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that Corporation and not included in the Shared Costs.
- 8.3 The cost of portions of the Shared Facilities that are metered shall be shared equally between the Corporations. The Corporations shall use commercially reasonable efforts to obtain meters for all of the Shared Facilities.
- 8.4 The cost of portions of the Shared Facilities that are not separately metered shall be determined in accordance with the formulae established in the Shared Facilities Energy Cost Assessment report prepared by M&E Engineering Ltd., dated June 22, 2015, as set out in Schedule "D" of this Agreement (the "M&E" Report).

Further, maintenance, repair and replacement costs of certain mechanical, electrical and other equipment that service the Shared Facilities, SSCC259 and SSCC308 identified in the M&E Report shall be determined in accordance with the proportionate allocations identified in the M&E Report. The formulae and/or the proportionate allocations may be revisited by either Corporation by serving a request to do so ("Request for Reconsideration"). If the Corporations cannot resolve a Request for Reconsideration within a reasonable time frame, then the dispute resolution procedures outlined in Article 15 may be utilized to resolve the matter

- 8.5 The M&E report at Schedule “D” of this Agreement, and specifically the formulae and/or the proportionate allocations of the equipment established and identified in the M&E Report may be revisited and/or revised from time to time as deemed necessary by the Shared Facilities Committee. Without limiting the generality of the foregoing, the Shared Facilities Committee may appoint M&E Engineering or any other qualified engineering consultant to revisit and/or revise the formulae and/or the proportionate allocations in the M&E Report. Any revision shall be confirmed by the Corporations by way of an amendment to this Agreement

ARTICLE 9 MANAGEMENT

9.1 Shared Facilities Management

- (a) The Shared Facilities and Shared Services shall be administered by a condominium management company (hereinafter referred to as “**Management**”) engaged by written contract with both Corporations. Management will provide a Shared Facilities Site Manager who will administer and supervise all services provided to the Shared Facilities. The Shared Facilities Management contract shall rotate between the Property Managers of each Corporation on a three-year basis.
- (b) If a Corporation has concerns with the performance of Management, said Corporation can request a joint meeting of both Corporations’ respective boards of directors and upon receiving such a request, both Corporations shall cooperate to convene a joint meeting of both boards of directors without unreasonable delay. The Corporation that has concerns with Management’s performance will be required to present those concerns at the joint board meeting, together with evidence to support those concerns. If the other Corporation has reasonable evidence to dispute the concerns presented, and the two Corporations cannot reach a joint resolution to resolve the dispute by a deadline to be determined by both Corporations, then notwithstanding any other provision in this Agreement, the Corporations hereby agree that the Management contract shall be automatically tendered for new Management.
- (c) Forthwith after being appointed, and yearly thereafter, no later than the last day of February each year, Management shall submit to the Committee, for approval by the Committee, a draft budget for the Shared Facilities containing Management’s estimate of the Shared Costs for the period expiring at the end of the next fiscal year.
- (d) Each yearly budget shall include the amount of each expense, the particulars of the type, frequency and level of the services to be provided and a projected breakdown of expenses on a monthly basis, and the fee to be paid to Management in connection with the services to be performed by Management for the period covered by the budget.
- (e) Each Corporation shall incorporate the approved Shared Facilities Budget into its respective individual Corporation budget. If, within 45 days after receipt of the proposed Shared Facilities budget from Management, the Shared Facilities Committee fails to approve the budget, the Corporations shall convene a meeting in accordance with Article 9.2(j) before submitting the budget to ADR.
- (f) Management shall bill or cause to be billed to the Corporations their Allocated Share of the Shared Costs as same become payable, and shall advise the Corporations of any present or impending departure of 10% or greater with respect to a particular budget line item from the current yearly budget, from time to time.
- (g) If unanticipated repairs are found to be necessary or whenever there is any change in the budgeted expenditures Management shall submit to the Committee a budget supplemental to the yearly budget covering the additional expenses to be incurred for the performance of the Shared Services for the then-remaining portion of the current calendar year and the procedure set out above shall apply to the said supplemental budget.

- (h) Save for emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation or safety of property or for the safety of persons, or required to avoid suspension of any service, Management shall not make any expenditures in excess of the amount proposed in the budget (on a monthly basis, if applicable) approved by the Committee or substantially in excess of any particular item in an approved budget.
- (i) Management shall:
 - i. in the case of major emergencies (i.e. those seriously affecting human safety, welfare or vital services, or involving potential or actual large-scale property damage), immediately notify those who are in danger, the appropriate public authorities, the Committee and the property manager of each Corporation, and act in consultation and co-operation with those authorities and the Committee in dealing therewith.
 - ii. in the case of all other emergencies, deal expeditiously therewith in accordance with the exigencies thereof and notify the Committee as soon as is reasonably possible during business hours.
 - iii. immediately communicate with the Committee and/or Property Managers any issue that will have an impact on the residents of the Condominiums, i.e. pool closures, repairs etc.
- (j) In any case in which the cost of any particular item of unanticipated repairs submitted in an approved supplementary budget, or where the cost of a particular item of repair or maintenance provided for in an approved yearly budget is estimated to exceed \$1000:
 - i. Management shall obtain and submit three (3) written quotations therefor;
 - ii. The Committee may, by resolution, waive the requirement for three quotations
 - iii. The Committee shall consider such quotes and make a decision thereon;
 - iv. if, within fifteen (15) days of the submission of any quote to the Committee, actual or deemed agreement has not been reached by the Shared Facilities Committee as to the method and cost of the work, either Corporation shall convene a meeting in accordance with Article 9.2(j) before submitting the issue to ADR.
- (k) If the cost of any item of the type described in subparagraph (j) above does not exceed \$1000, Management may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it to perform said work or services, provided that the cost of the said work or services shall not exceed the cost which it is reasonably estimated would be incurred if written quotations were obtained.
- (l) In the event that a Corporation completes any repair or other work in an emergency when Management was not available or otherwise able to complete such repairs or work, such Corporation shall be entitled to be reimbursed to the same extent as if same had been performed pursuant to subparagraph (j) above. In such event, the Corporation requesting the reimbursement shall provide the details of the work that was done, together with invoices and/or receipts therefor.
- (m) Management shall keep accurate accounts of the financial transactions involved in the management of the Shared Facilities and Shared Services and in respect of any proper expenditures from the Shared Facilities Reserve Fund and to render to the Committee and each Corporation monthly statements of income and expenditure with respect thereto and to keep such accounts open for inspection by either Corporation at all reasonable times and to maintain such accounts in accordance with generally accepted accounting principles;

- (n) Management shall:
- i. open and maintain at a chartered bank or trust company, as the Committee may designate, accounts for the operation of the Shared Facilities in the name of SSCC259/SSCC308 Shared Facilities Operating Account and SSCC259/SSCC308 Shared Facilities Reserve Fund Account, and SSCC259/SSCC308 Shared Facilities Reserve Fund Investment Account, including the designation by resolution of the Committee of such persons or officers of the Committee authorized to make, sign, draw, accept, endorse, negotiate, deposit or transfer any cheques, notes, drafts and orders relating to the said accounts;
 - ii. Whenever a surplus arises, such surplus shall be applied as a credit on the next year's budget. The Committee shall inform each Corporation of the credit and the obligation of such Corporation to contribute further monthly assessments which shall be adjusted accordingly.

9.2 Shared Facilities Committee

- (a) There shall be a Shared Facilities Committee consisting of three (3) members of the Board of each Corporation.
- (b) The Committee shall meet from time to time, but not less than quarterly, for the purposes set out in this Article 9. Unless written notice is dispensed with by the written consent of each member of the Shared Facilities Committee, at least fourteen (14) days' written notice stating the purpose of every meeting of the Committee shall be given to the members thereof by Management. All notices of Committee meetings shall include an agenda.
- (c)
 - (i) The location of the meeting will alternate between the SSCC308 Building and SSCC259 Building. The Chair for each meeting shall be appointed by the directors of the Corporation at which the meeting is being held.
 - (ii) Minutes of all proceedings at such meetings shall be taken. Consideration to the use of a third party minute taker shall be given.
 - (iii) Management shall be custodian of all books, papers, records, documents and other instruments belonging to the Shared Facilities Committee.
- (d) At any meeting of the Committee, a quorum shall consist of at least two (2) directors from each corporation. Decisions shall require the affirmative vote of at least two (2) members of each corporation and the Chair shall not have an additional or casting vote. 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 day of the next following week. Any member of the Committee who cannot attend any meeting of the Shared Facilities Committee may appoint a proxy to attend and vote at the meeting in his or her place. The proxy shall be a director of the Corporation represented by such member. To be effective, the proxy must be in writing and must state that the person to whom the proxy has been given is a director of the Corporation represented by such member.
- (e) Members of the Shared Facilities Committee shall be appointed by their respective board for a term of one (1) year but may be removed before the expiration of their term by resolution of their respective board. Any vacancy on the Committee occurring as a result of the resignation by a member or a resolution of the appointing board shall be filled for a period of the unexpired term of the member who has resigned or who has been so removed by the board who had originally appointed such member.
- (f) The property managers of both Corporations will be entitled, but not required, to attend all meetings of the Committee.
- (g) The Shared Facilities Committee shall have full authority, power and responsibility over all matters relating to any of the Shared Facilities, the Shared Services and the Shared Costs, as specified in each annual budget.

- (h) The objects and duties of the Committee shall be to oversee and to direct Management in all aspects of managing, operating, inspecting, maintaining, repairing, improving, altering and replacing the Shared Facilities and to oversee and to direct Management in providing the Shared Services to an Acceptable Standard, including, without restricting the generality of the foregoing:
 - (i) establishing rules and procedures regarding the management, operation, inspection, maintenance, repair, improvement, alteration and replacement of the Shared Facilities;
 - (ii) making arrangements for the provision of all requisite utility and municipal services to the Shared Facilities and maintaining, servicing, repairing and replacing the Shared Facilities so as to minimize the interruption of service to the Shared Facilities;
 - (iii) ensuring that the Shared Facilities are maintained to the Acceptable Standards and in first class condition and appearance consistently throughout the site;
 - (iv) directing Management with respect to the hiring, management, direction and supervision of all contractors, service and repairmen who may be engaged or employed by the Committee from time to time to carry out the Shared Services;
 - (v) approval of Shared Facilities budget;
 - (vi) conducting periodic reserve fund studies per the Condominium Act with respect to the Shared Facilities and implementation of the same; and
 - (vii) the preparation and implementation, in consultation with those selected by the Committee, of an investment plan for the reserve funds held for the Shared Facilities in accordance with section 115 of the Act.
- (i) Either Corporation may call a meeting of the Committee on at least seven (7) business days' written notice to the other Corporation and shall co-operate in arranging the time and place thereof as may be reasonable to accommodate the other Corporation's members of the Shared Facilities Committee.
- (j) Where a matter cannot be resolved by the Committee, both Corporations shall co-operate in convening a joint meeting of both the Corporations' respective boards of directors without unreasonable delay to deal with the matter expeditiously before resorting to ADR.
- (k) Each Condominium hereby covenants and agrees with the other Corporation that it shall not amend its declaration, amend or pass by-laws or rules governing the management, maintenance, repair and operation of the Shared Facilities or Shared Services which are in any manner whatsoever inconsistent with the terms and conditions of this Agreement. Each Corporation shall be under a further duty to pass only those rules and regulations respecting the management, maintenance and use of the Shared Facilities and Shared Services that are adopted and recommended to it by the Committee.
- (l) No substantial alteration, improvement or renovation or any substantial addition to the Shared Facilities, as contemplated under Section 97 of the Act, may be effected by the Committee or any of its officers without compliance with Section 97 of the Act.

**ARTICLE 10
INSURANCE**

- 10.1 Each Corporation, or, if required by the insurer, the Corporations together, shall cause to be taken out and maintained during the currency of its rights and obligations under this Agreement the following insurance policies with any insurance company or companies authorized to do business in Ontario and in accordance with the Act and its respective condominium declaration, for:

- (a) its Building and all other insurable equipment belonging to the Corporation and from time to time located in its Building or on its Lands in an amount not less than the replacement cost thereof against loss or damage by perils of “all-risks” (being the perils from time to time included in the standard “all-risk” policy issued by insurers from time to time), to the extent available and as would be obtained by a prudent owner of such a building and, in any event, in an amount sufficient to prevent the other Corporation from being deemed to be a co-insurer;
 - (b) comprehensive boiler, machinery and pressure vessel insurance (if required) in such amount as would be normally maintained by a prudent operator of such a building and which amount shall initially be equal to the property insurance, which insurance policies and those maintained by the Corporation pursuant to clause (a) hereof shall contain a “joint loss agreement” between the property insurers and the boiler insurers;
 - (c) comprehensive public liability, including contractual liability on an occurrence basis against claims for personal or bodily injury, death or property damage suffered by others arising in connection with the Building, or out of the operations of the Corporations, in, on or about the Building and/or the other Corporation’s Servient Portions, indemnifying and insuring both Corporations and their employees and all others for whom each of them is at law responsible in such amounts and to such extent as a prudent owner of such a building would, from time to time carry not less than \$5,000,000.00 for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence and, without limiting the foregoing, with provisions for cross-liability and severability of interests, which insurance policy or policies shall be primary and shall be fully exhausted before calling into contribution any insurance available to the other Corporation and any additional insurance placed by the other Corporation on its own behalf shall be in excess of the primary insurance required under this Article 10.
- 10.2 Each Corporation shall ensure that each insurance policy shall name the other Corporation as an additional insured as their interest may appear, shall contain a stated amount co-insurance endorsement and loss payable provision.
- 10.3 Each Corporation shall deliver to the other Corporation upon request, adequate proof of the existence of all of the insurance policies of the first-mentioned Corporation.
- 10.4 Each insurance policy of each Corporation shall contain an agreement by the insurer to the effect that it will not cancel or alter or refuse to renew such policy prior to its expiration, whether by reason of non-payment of premium, non-fulfillment of condition or otherwise, except after sixty (60) days prior written notice to the other Corporation.

ARTICLE 11 DAMAGE TO THE BUILDINGS

- 11.1 If the buildings and structures comprising one or both of the Corporations is damaged to the extent of less than twenty-five percent (25%) of the replacement cost of all such buildings and structures, the respective Corporations shall rebuild, restore and repair same in accordance with this Agreement.
- 11.2 If substantial damage (as that term is defined in Section 123(2) of the Act) (“**Substantial Damage**”) has occurred to one or both of the Corporations, each Corporation shall determine whether the damage extends to more than twenty-five percent (25%) of its buildings.
- 11.3 Where there has been a determination that one or both of the Corporations have suffered Substantial Damage, then the Corporations agree that the provisions of Section 123, 124 and 125 of the Act shall apply to that condominium that has suffered Substantial Damage.
- 11.4 For the purposes of subsection 127(1) and (2) of the Act, in the event that any parts of the Lands cease to be governed by the Act, the obligations created in this Agreement shall be deemed to continue after termination under Section 122 or 123 of the Act.

ARTICLE 12
CERTIFICATION OF COMPLIANCE

- 12.1 Each Corporation, at any time and from time to time during the term of this Agreement, within ten (10) days after written request by any person apparently having an interest in the Lands and the payment of a reasonable fee, shall execute, acknowledge and deliver to the requesting party a certificate stating:
- (a) that this Agreement is unmodified and in full force and effect or, if there has been any modification, that this Agreement is in full force and effect, as modified, and describing the modification;
 - (b) whether or not there is any existing default under this Agreement by any party and if there is any such default, specifying the nature and extent thereof;
 - (c) whether or not it has performed or caused to be performed, or is then performing or causing to be performed, any maintenance or other work not in the normal course of operation of its assets, the cost of which the Corporation is or will be entitled to charge, in whole or in part, to the other Corporation but has not yet so charged and if there be any such maintenance or other work, specifying the nature and extent thereof;
 - (d) the current addresses to which notices given to the Corporation required to be delivered under Article 17.1 of this Agreement.
- 12.2 Any certificate of compliance given pursuant to paragraph 12.1 may be pleaded and shall be a complete defense by the requesting party to any action brought on a claim that is inconsistent with the facts recited in the certificate.

ARTICLE 13
DEFAULT

- 13.1 Any amounts not contributed by a Corporation (the “**Defaulting Corporation**”) as required pursuant to this Agreement shall, until advanced, bear interest at the prime rate of the Royal Bank of Canada plus Eight Percent (8%) per annum calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such amounts together with interest thereon as aforesaid shall, to the extent thereof, be and constitute a lien and charge in favour of the other Corporation (the “**Non-Defaulting Corporation**”) against the lands and assets thereon of the Defaulting Corporation.
- 13.2 The Non-Defaulting Corporation shall be entitled to file a caution, lien, or charge against title to the Defaulting Corporation as permitted pursuant to the *Land Titles Act* or other applicable legislation.
- 13.3 A lien against a Corporation shall be deemed to be an encumbrance against each unit and its appurtenant common interest therein.
- 13.4 No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to paragraph 13.1 hereof, and any lien which would have arisen pursuant to paragraph 13.1 had there been no conveyance or divestiture of title shall not be defeated, or otherwise diminished or affected, by reason of such conveyance or divestiture of title.

ARTICLE 14
TERMINATION

- 14.1 The rights under this Agreement shall be incapable of termination, other than by an instrument to that effect executed under seal by both Corporations and by any mortgagees of the Lands at that time.
- 14.2 Notwithstanding the termination of any rights under this Agreement, if at the time of such termination, either 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.

ARTICLE 15 ALTERNATIVE DISPUTE RESOLUTION

- 15.1 Subject to Article 9.2(j), either Corporation may refer any matter of disagreement respecting this Agreement, to mediation pursuant to the Act and otherwise in accordance with the following procedures.
- 15.2 The Mediator (as defined below) has no authority to render a binding decision or force the parties to accept a settlement.
- 15.3 (a) The parties shall co-operate to select a mediator (the “**Mediator**”) who shall be an impartial third party.
- (b) No person shall serve as a Mediator in any dispute in which he or she has any financial or personal interest in the result of the mediation.
- (c) Prior to accepting an appointment, the prospective Mediator shall disclose any circumstances likely to create a presumption of bias or interest in the outcome of the proceedings, or prevent a prompt meeting with the parties.
- 15.4 (a) Upon appointment, the parties shall enter into a written agreement with the Mediator.
- (b) The agreement shall include the time and location of the mediation session. The parties and the Mediator may schedule additional mediation sessions.
- (c) If the parties are unable to reach a settlement the Mediator shall not act as an arbitrator.
- (d) The Mediator or any member of the Mediator’s firm or company will not act for any of the parties individually in relation to the subject matter of the mediation in any capacity during the currency of the mediation or at any time thereafter.
- 15.5 (a) At the first session, the parties will produce all information the Mediator reasonably requires to understand the issues, including,
- (i) any written materials;
- (ii) a description of any witnesses and what they each could testify to; or
- (iii) the Mediator may ask the parties for written materials or information in advance of the mediation session.
- (b) At the mediation session(s), the Mediator will conduct an orderly settlement negotiation.
- (c) The parties shall be represented by a person with authority to settle the case.
- (d) The Mediator will be impartial in such proceedings and has no authority to force the parties to agree to a settlement.
- (e) The Mediator may conduct separate meetings (caucuses) with each party to improve the Mediator’s understanding of the respective positions of each party.
- 15.6 (a) The parties recognize that mediation proceedings are settlement negotiations and that all offers, promises, conduct and statements, whether written or oral made in the course of the proceedings are inadmissible in any litigation or arbitration of their dispute, to the extent the law allows.
- (b) The parties agree not to subpoena or otherwise require the Mediator to testify or produce records, notes or work product in any future proceedings and no recording or stenographic record will be made of any mediation session. However, evidence that is otherwise admissible or discoverable shall not be

rendered inadmissible or non-discoverable as a result of its use in a mediation session.

- (c) In the event the parties do reach a settlement that is made into a written agreement, the agreement will be admissible in a court or arbitration proceedings to enforce it, unless the parties otherwise agree.
- (d) Any information disclosed to the Mediator in a private caucus shall remain confidential unless the party disclosing the information agrees that the Mediator may disclose it.

15.7 If one or more of the parties has a substantial need for discovery to prepare for the mediation session, the parties shall attempt to agree on a plan for such necessary discovery. Should they fail to reach agreement, the parties will present the matter to the Mediator for a non-binding recommendation.

15.8 (a) All parties agree that the Mediator:

- (i) Is not acting as legal advisor or legal representation for either of the parties;
- (ii) Has no duty to assert, analyze or protect any legal right or obligation including lien rights, statute of limitation or any other time limit or claim requirement;
- (iii) Has no duty to make an independent expert analysis of the situation or raise issues the parties do not raise or determine that additional necessary parties should participate in the mediation;
- (iv) Cannot guarantee that the mediation will result in a settlement.

(b) The parties may be represented by a lawyer at any stage of the mediation process and are encouraged to consult legal counsel concerning the proceedings or any proposed settlement agreements.

(c) The Mediator shall not be a party to any proceedings to enforce a settlement agreement.

15.9 The mediation shall be terminated in any of the following circumstances:

- (a) By the execution of a settlement agreement by the parties;
- (b) By a declaration by the Mediator to the effect that, in the judgment of the Mediator, further efforts at mediation are no longer worthwhile; or
- (c) By a declaration by any party to the effect that the mediation proceedings are terminated.

15.10 The parties undertake not to take any further steps in any legal proceedings regarding the issues being mediated while the mediation is in progress unless the same is required to preserve rights.

15.11 (a) Each party shall pay the share of the Mediator's fees and expenses that,

- (i) the settlement specifies, if a settlement is obtained; or
- (ii) the Mediator specifies in the notice that the mediation has failed, if the mediation fails.

(b) Each party will bear its own costs and expenses of its participation in the Mediation, unless otherwise agreed.

15.12 The Mediator shall not be liable to the parties for any act or omission in connection with the services provided by him or her in, or in relation to, the mediation, unless the act or omission is fraudulent or involves willful misconduct.

15.13 Either Corporation (the “**Referring Corporation**”) may refer any matter of disagreement respecting this Agreement, including its validity, interpretation, application or implementation to arbitration pursuant to the Act and the *Arbitrations Act, 1991* (Ontario) in accordance with the following procedure:

- (a) the Referring Corporation shall give notice in writing (the “**Arbitration Notice**”) to the other Corporation specifying the matter being referred in reasonable detail and nominating and appointing an arbitrator;
- (b) within ten (10) days after the giving of an Arbitration Notice, the Corporation receiving the Arbitration Notice shall nominate and appoint an arbitrator and shall notify the Referring Corporation in writing thereof;
- (c) within five (5) days of the appointment of the second arbitrator, the two arbitrators appointed shall appoint in writing a willing third arbitrator to act as Chair and notify the Corporation in writing thereof;
- (d) if the two arbitrators do not agree on a third arbitrator as contemplated in sub clause (c) hereof, then the third arbitrator shall be appointed by the Superior Court of Ontario, pursuant to the *Arbitrations Act, 1991* (Ontario);
- (e) if the Corporation receiving the Arbitration Notice fails within the said ten (10) days to nominate and appoint an arbitrator, then the arbitrator appointed by the Referring Corporation shall be deemed to be a mutually-agreed-on sole arbitrator;
- (f) notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the Corporation agrees; and
- (g) if a single arbitrator is acting pursuant to clause (e) or (f) hereof, the provisions of Subsections 15.13 shall apply *mutatis mutandis*.

15.14 Any arbitration carried out pursuant to Subsections 15.13 hereof shall take place in the City of Barrie at the time and place fixed by the arbitrator appointed by the arbitrators to act as Chair in the following manner:

- (a) each arbitrator shall be sworn faithfully and fairly before the others to determine the matter of difference in issue;
- (b) the arbitrators shall hear such evidence and representations as the Corporations may present, with cross-examination of witnesses permitted;
- (c) arbitrators shall proceed with all possible speed to make their decision in writing and shall give a copy thereof to each Corporation;
- (d) the conduct and procedure during the arbitration shall be in accordance with the rules of natural justice;
- (e) each Corporation shall bear the cost of the services of its own appointee and each Corporation shall pay a percentage (equal to the number of residential dwelling units in its condominium corporation by the total number of residential dwelling units in the Corporations) and the cost of the third arbitrator or any sole arbitrator and all other normal costs of the arbitration or costs which they all agree should be borne equally shall be borne equally, but the costs of any transcription services shall be borne solely by the Corporation ordering same;
- (f) judgment upon any decision rendered by the arbitrators that has not been properly appealed in accordance with clause (g) hereof may be entered in any court having jurisdiction thereover; and
- (g) a written decision concurred in by the majority of the arbitrators shall be final and binding upon the Corporations both in respect of procedure and conduct of the proceedings and in respect of the final determination in accordance with the provisions of the *Arbitrations Act, 1991* (Ontario), which shall apply in all arbitrations under Section 15.13 hereof.

15.15 Ongoing Obligations

For clarity, notwithstanding the nature of the dispute, until the questions or matter in dispute is finally determined by arbitration, 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.

15.16 Rules of Procedure

Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the Rules of Procedure for the conduct of mediations of the Condominium Dispute Resolution Centre (“CDRC”) and the arbitration shall be conducted generally in accordance with the Rules of Procedure for the conduct of arbitration of the CDRC and also in accordance with the provisions of the *Arbitrations Act, 1991* (Ontario).

ARTICLE 16 FORCE MAJEURE

16.1 Notwithstanding any other provisions of this Agreement, whenever and to the extent that either Corporation is unable to fulfill or is delayed or restricted in the fulfillment of any of its obligations (other than the payment of monies) under this Agreement by reason of any of the following impediments:

- (a) strike;
- (b) lockout;
- (c) war or acts of military authority;
- (d) rebellion or civil commotion;
- (e) material or labour shortage not within the control of such Corporation;
- (f) fire, explosion;
- (g) flood, wind, water, earthquake or other casualty;
- (h) any applicable lawful statute, by-law, ordinance, regulation or order;
- (i) acts of terrorism; or
- (j) Acts of God,

not caused by the default, act, or omission by such Corporation and not avoidable or surmountable by the exercise of reasonable effort or foresight by it, then so long as any such impediment exists, such Corporation shall be temporarily relieved from the fulfillment of such impediment, provided that at the expiration of such temporary relief, such Corporation shall forthwith proceed with fulfillment of such obligation.

ARTICLE 17 GENERAL

17.1 Any notice herein provided for or permitted to be given by either party under this Agreement shall be sufficiently given if delivered personally or by courier at the following address given for such party (or at such other address as such party shall have notified the other party in writing) or by prepaid registered post addressed to the other party at the following address. Notices that are delivered are deemed given as of the day of delivery. Any notice sent by prepaid registered mail shall be deemed given three (3) days from the date of mailing:

Simcoe Standard Condominium Corporation No. 259
Management Office
2 Toronto Street
Barrie, ON L4N 9R2

Simcoe Standard Condominium Corporation No. 308
Management Office
6 Toronto Street
Barrie, ON L4N 9R2

- 17.2 This Agreement shall be read and construed as the number and gender of the party or parties referred to in each case requires and as may otherwise be required by the context.
- 17.3 The parties hereto shall, without unreasonable delay, execute all further assurances, easement agreements or other documents necessary or required to carry out the intent of this Agreement.
- 17.4 Each of the parties to this Agreement shall have the right, at all times, to enforce the provisions of this Agreement in accordance with the terms thereof, notwithstanding any conduct or custom on the part of such party in refraining from so doing at any time or times.
- 17.5 The failure of any party to this Agreement, at any time(s), to enforce any of its rights under the provision of this Agreement in strict accordance with the terms thereof, shall not be construed as having in any way established a custom contrary to such provisions, or as having in any way modified or waived such rights.
- 17.6 This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties hereby have hereunto caused their respective corporate seals to be affixed, duly attested by the hands of their proper signing officers authorized in that belief as of the date above written.

SIMCOE STANDARD CONDOMINIUM ORPORATION NO. 259 by:

Name: [Signature] Title: PRESIDENT

Name: [Signature] Title: Secretary

We have authority to bind the Corporation.

SIMCOE STANDARD CONDOMINIUM CORPORATION NO.308 by:

Name: [Signature] Title: PRESIDENT

Name: Walter Hill Title: SECRETARY

We have authority to bind the Corporation.

SCHEDULE A
LEGAL DESCRIPTION OF SSCC259

East Part of Lot 24, Concession 5, the geographic Township of Vespra now in the City of Barrie, County of Simcoe and being Parts 9, 10 and 11 Reference Plan 51R-30860 and Part 1 Reference Plan 51R-31129 being part of PIN 58795-0530.

Subject to an easement in favour of Barrie Hydro Distribution Inc. over Part 11 Reference Plan 51R-30860 for the purposes of entering upon the lands at all times and to pass and repass thereon for the purposes of installing, inspecting, surveying, construction, excavating, removing, reconstructing, re-erecting, replacing, renewing, altering, enlarging, expanding, improving, using, maintaining, repairing and laying hydro switch gear and/or power transmission lines and pipes for water and related equipment as in SC7905.

Subject to an easement in favour of Shaw CableSystems Company as in LT 460500

Reserving an easement in favour of the Declarant, its successors and assigns to the Future Phase Lands, being Parts 1,4,5,7,and 8 inclusive on Reference Plan 51R-30860 save and except Part 1 Reference Plan 51R-31129, and the Owners and their invitees from time to time of the Residential Units of the Future Phase Condominium in common with the Owners and their invitees of the Residential Units of the Corporation over the Common Elements of the Corporation for the purpose of ingress and egress to the Future Phase Condominium and without limiting the generality of the foregoing, to the parking garage, the walkways and the Shared Facilities contained in the Common Elements of the Corporation.

Reserving an easement in favour of the Declarant, its successors and assigns to the Future Phase Lands, being Parts 1,4,5,7,and 8 inclusive on Reference Plan 51R-30860 save and except Part 1 Reference Plan 51R-31129, and the Owners and their invitees from time to time of the Residential Units of the Future Phase Condominium over Part 1 , Reference Plan 51R-31129 (the "Easement Lands") for the following purposes:

- (a) to enter on and construct buildings on the Easement Lands in a good and workmanlike manner in accordance with the plans and specifications contemplated by the Shared Facilities Agreement for the mutual benefit of the Owners and invitees from time to time of the Corporation and the Future Phase Corporation;
- (b) for the servants, agents, contractors and workmen of the Declarant and its successors and assigns to the Future Phase Lands to enter with machinery, material, vehicles and equipment necessary to construct the buildings;
- (c) exclusive motor vehicle parking in designated parking areas for the Owners and their invitees from time to time of the Residential Units of the Future Phase Condominiums provided such use does not interfere with the purposes and intent of the Shared Facilities Agreement.

Together with an easement in favour of the Owners and their invitees from time to time of the Corporation over the Common Elements of the Future Phase Condominium, being Part of East part of Lot 24, Concession 5, all of Lots 62,63 & 64, part of Lot 65, Plan 115, City of Barrie, County of Simcoe, and being Parts 1,4,5,7 and 8 Reference Plan 51R-30860 save and except Part 1 Reference Plan 51R-31129 being part of PIN 58795-0530 in common with the Owners of the Residential Units and their invitees from time to time of the Future Phase Condominium for the purpose of ingress and egress to the Corporation and without limiting the generality of the foregoing, to the parking garage,

the walkways, and the Shared Facilities, provided this easement will not interfere with the planning and construction of the Future Phase Condominium.

I, Richard Thomas Hamel, Barrister and Solicitor, Solicitor for the Declarant, based on the parcel register or the abstract index, and the plans and documents recorded in them, am of the opinion that:

- (i) the legal description is correct;
- (ii) the easements in the description will exist in law upon the registration of the Declaration and the Description;
- (iii) the Declarant is the registered owner of the land and appurtenant interests.

A handwritten signature in black ink, appearing to read 'R. Hamel', is written over a horizontal line.

Richard Thomas Hamel

**SCHEDULE B
LEGAL DESCRIPTION OF SSCC308 LANDS**

Part of Lots 62, 63 and 64, West Side of Toronto Street, Registered Plan 115, and
Part of Lot 65, East Side of High Street, Registered Plan 115 and,
Part of the East Part of Lot 24, Concession 5, Geographic Township of Vespra,
Now all in the City of Barrie

In the County of Simcoe

Designated as Part 1, 4, 5, 7, and 8 on Reference Plan 51R-30860 except
Part 1 on Reference Plan 51R-31129

Subject to an Easement as in instrument number LT460500, and
Subject to an Easement over Parts 4 and 5 on Reference Plan 51R-30860
as in instrument number SC7902 and,

Together with an Easement over Simcoe Condominium Plan 259
as in instrument SC27590, and

Subject to an Easement as in instrument number SC27590, and
Together with an Easement over Simcoe Condominium Plan 259,
Being Part 1 on Reference Plan 51R-31129 as in instrument number SC99508, and
Subject to and Easement over Part 1 on Reference Plan 51R-32995
as in instrument number SC294049.

Comprising all of P.I.N.58795-0531 (L.T.)

In my opinion, based on the parcel register and the plans and documents recorded in
therein, the legal description is correct. The described easements will exist in law upon
the registration of the declaration and the description and the declarant is the registered
owner of the property and appurtenant interests.

Dated at Barrie, this 4 day of July, 2006.

Toronto



Arthur Shapero, Solicitor for the Declarant

SCHEDULE C
DEFINITION OF SHARED FACILITIES

The following shall be the Shared Facilities referred to in this Agreement (all numbers hereinafter set out refer to those certain plans prepared by Ian S. Malcolm Architects, being Floor Plan Level 1, Drawing No. A2.1 dated October 4, 1999, and Floor Plan Level 1, being Drawing No. A2.2 dated October 4, 1999 and showing one revision with respect to Stair 5 January 26, 2000 and showing as built stamp of February 11, 2002):

First Floor

- 111 - 60 amp disconnect switch and meter located in SSCC259 electrical room
- 111 (a) - equipment in SSCC308 electrical room that services the Guest Suites
- 113 - corridor from men's and women's change rooms etc. to vestibule area and electrical room
- 114 - lounge/library
- 115 - stair 6 from lounge/library to upper level exercise room and corridor
- 116 - pool and spa
- 117 - pool equipment
- 118, 119, 120 and 121 - women's washroom, change room, sauna and showers
- 122, 123, 124 and 125 - men's washroom, change room, sauna and showers
- 131 - stair 5 from pool deck to 2nd floor walk through

Second Floor

- 213 and 216 - corridor from the exit from SSCC259 to the entrance to SSCC308 which includes the corridor outside the exercise room, the walkthrough over the pool and the corridor outside the guest suites;
- 214 - exercise room
- 217 - pool pak mechanical room for swimming pool
- 224 - stair 5 from 2nd floor walkthrough to the 3rd floor terrace
- 225 - Guest Suite A located on the second floor of SSCC308 and guest suite B located on the property registered in the name of SSCC259 which has easement rights in favour of SSCC308.

General

Link Building:

The 2-storey structure connecting both condominium buildings is hereinafter referred to as the "Link Building". The following components of the Link Building shall form part of the Shared Facilities

- All areas within the Link Building, save and except for:
 - the Toronto Room/party room on the first floor
 - the Commercial Unit identified as Unit 66, Level 1 in SSCC308; and,
 - the Locker rooms that are exclusive to SSCC308.
 - the Utility Room and Storage Room 2D that are exclusive to SSCC259
- All service doors, exit doors, and doors from corridors within the 2-story link building as well as related power assisted mechanisms.
- The rooftop of the Link Building, including the membrane and the concrete;
- The entire exterior east elevation/envelope of the Link Building façade, including the foundation, walls, windows, doors.

- The entire exterior east elevation/envelope of the Link Building façade, including the foundation, walls, windows, doors.

Central Parkette:

- Is described as the green space (including sod and concrete pavers) located above the linked building and the parking garage limited solely to the area between the two buildings from the front wall to the back wall. The following are expressly excluded from the description of the Central Parkette:
 - the green space behind SSCC259 and SSCC308;
 - the patio areas of any units in SSCC259 and SSCC308 together with any landscaping associated with those patio areas; and,
 - the retaining wall which separates the patio areas from the Central Parkette
- Repair and replacement of the SSCC259 or SSCC308 parking garage, including replacement of soil and sod, and repair or replacement of the waterproofing membrane and concrete shall be the sole responsibility of the respective corporation where the repairs were done.

Landscaping

- landscaping and snow removal of the exterior of SSCC259 and SSCC308 on the ground level and landscaping on the 3rd floor terrace

Hydro

- The portion of the hydro transformer and appurtenances thereto (including services leading to the transformer from the street and from transfer to room 111 (electrical room) in SSCC259 which has been identified as that servicing Shared Facilities.