

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

JCF CAPITAL ULC

Applicant

and

**TALON INTERNATIONAL INC., MIDLAND DEVELOPMENT INC., 1456253
ONTARIO INC., 2025401 ONTARIO LIMITED, BARREL TOWER HOLDINGS INC.,
HARVESTER DEVELOPMENTS INC., TALON INTERNATIONAL DEVELOPMENT
INC., TFB INC., 2263847 ONTARIO LIMITED AND 2270039 ONTARIO LIMITED**

Respondents

**APPLICATION UNDER SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, C. C.43, AS AMENDED, AND SECTION 243 OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, C. B-3 AS AMENDED**

MOTION RECORD

Date: October 31, 2016

SHIBLEY RIGHTON LLP
Barristers and Solicitors
250 University Avenue
Suite 700
Toronto, Ontario
M5H 3E5

Thomas McRae (LSUC: 32375U)
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Lawyers for the Moving Parties

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

JCF CAPITAL ULC

Applicant

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NOTICE OF MOTION

John Hutson, Patrick Akinkuotu, Anil Mital and Oladayo Akinwumi Oladeji, on behalf of themselves and on behalf of the other Unit Owners (as defined below) will make a motion to a judge presiding over the Commercial List at 330 University Avenue, 8th Floor, on Tuesday, November 1, 2016 at 10:00 a.m., or as soon thereafter as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

- (a) an order abridging the time for service of this notice of motion and its supporting materials and dispensing with any further service thereof;
- (b) an order appointing John Hutson, Patrick Akinkuotu, Anil Mital and Oladayo Akinwumi Oladeji as representatives of the owners (other than the respondents Talon International Developments Inc. (“Talon”) and TFB Inc. (“TFB”)) of hotel guestroom-type condominium units in the Hotel (as defined in the Notice of Application) (“Hotel Unit Owners”) and residential condominium units in the Residence (as defined in the Notice of Application) (“Residential Unit Owners”; together with the Hotel Unit Owners, the “Unit Owners”) in this proceeding and in any related proceedings that may be brought;
- (c) an order appointing Shibley Righton LLP (“Shibleys”) as representative counsel to the Unit Owners in this proceeding and in any related proceedings that may be brought;
- (d) an order that any Unit Owner who does not wish to be bound by this order shall, within thirty days of delivery of this order, notify the Receiver of this in writing in the form attached to the draft order at Schedule “A” hereto, and shall thereafter not be bound by this order;

- (e) an order requiring the Receiver to disclose to Shibleys without charge all contact information as available to the Receiver regarding the Unit Owners, including both last known addresses and last known e-mail addresses;
- (f) an order that John Hutson, Patrick Akinkuotu, Anil Mital, Oladayo Akinwumi Oladeji and Shibleys shall have no liability as a result of their respective appointments or as a result of the fulfilment of their duties in carrying out the provisions of this Order from and after November 1, 2016, save and except for any gross negligence or unlawful misconduct on their part;
- (g) an order that all reasonable legal fees and all other reasonable incidental fees and disbursements and HST as may be incurred by John Hutson, Patrick Akinkutou, Anil Mital, Oladayo Akinwumi Oladeji and Shibleys shall be paid by the receiver out of the subject assets on a timely basis, but those legal fees, incidental fees, disbursements and HST payable by the applicant shall not exceed \$100,000, and they shall have benefit of any Receiver's Charge established by this court; and
- (h) all as set out in further detail in the draft order at Schedule "A", together with such further and other relief as counsel may advise and as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

1. On this application the applicant seeks appointment of representative counsel on behalf of the Unit Owners.
2. The Unit Owners have collectively invested approximately \$108,000,000 in units in the Hotel and Residence and are a material economic stakeholder group in respect of both the Hotel and the Residence. Unit Owners have to date found it extremely difficult to sell or finance their Units.
3. The Unit Owners have an important interest in the day-to-day operations and future of the Project (as defined in the Notice of Application), including the person who ultimately owns the property that was formerly owned by Talon. It is appropriate that the Unit Owners therefore should be represented in the proposed receivership.
4. There already exists a group of Unit Owners (the “Owners’ Association”). It is comprised of owners of 26 of the 50 Hotel Units, and 29 of the 44 Residential Units. The purpose of the Owners’ Association is to jointly and collectively protect the rights and interests of its members.
5. The group is led by the John Hutson and Patrick Akinkuotu. John Hutson was formerly a director of both of the residential condominium corporation and the hotel condominium corporation, Patrick Akinkuotu was formerly a director of the hotel condominium corporation and Anil Mital and Oladay Akinwumi Oladeji were both formerly directors of the residential

condominium corporation. They have significant personal knowledge of the business and affairs of the condominium corporations. They communicate with the members of the Owners' Association regularly and instruct counsel. John Hutson owns one Residential Unit and a half-interest in another Residential Unit and in a Hotel Unit. Patrick Akinkuotu is the principal of a company that owns four Hotel Units. Anil Mital owns two Residential Units with his wife. Oladayo Akinwumi Oladeji owns a residential unit.

6. The Owners' Association retained Shibleys to assist them in protecting their rights and interests as Unit Owners. Shibleys has attended the recent putative annual general meetings of the condominium corporations, has sought information from the condominium corporations and has given general legal advice concerning available rights and remedies of owners' to the Owners' Association.

7. John Hutson, Patrick Akinkuotu, Anil Mital and Aladayo Akinwumi Oladeji should be appointed as representatives of all Unit Owners because:

- (a) they have significant personal knowledge of the Project;
- (b) they were instrumental in forming and leading the Owners' Association to protect the rights and interests of its members;
- (c) all of the Unit Owners should be represented in these proceedings;

(d) because neither of the condominium corporations are parties to this proceeding and, in any event, because their boards of directors are dominated by persons elected or appointed by Talon, no one else can be relied upon to represent the interests of the Unit Owners; and

(e) there are a significant number of Unit Owners who are not a member of the group but should be represented in these proceedings. In that regard, if a Unit Owner does not wish to be represented by these proposed representatives that Unit Owner should be given an opportunity to opt-out of that representation.

8. The applicant has proposed the appointment of representative counsel, with their fees capped at \$100,000. John Hutson, Patrick Akinkuotu Anil Mital and Oladayo Akinwumi Oladeji support that proposal in general but specifically seek the appointment of Shibleys instead of Chaitons LLP because:

(a) by virtue of its being counsel to the Owners' Association and other general counsel work since 2013 it has significant knowledge of the Project and the legal issues involved with it;

(b) it has significant experience and expertise in condominium law generally; and

(c) it acts and has acted as representative counsel in significant insolvencies, including Metcalfe & Mansfield (Asset-Backed Commercial Paper), Nortel and Canwest Publishing, and is able to do so in this case.

Shibleys currently acts for Patrick Akinkuotu and his corporation in actions in the small claims court brought by Talon concerning realty taxes, but those actions are stayed due to Talon's failure to produce documents in support of its claim. The defendants have issued defendants' claims against Talon. Shibleys also acts for a former purchaser in respect of a deposit dispute with Talon. These disputes would not interfere or conflict with its acting as representative counsel in this receivership.

9. Issues likely to be raised by representatives and representative counsel are likely to benefit all Unit Owners. For example, section 4.11 of the Declaration (which creates the hotel condominium corporation and is registered on title) requires the purchase of the Parking Units and the Valet Lay-By Units (as those terms are defined in the Declaration) by the hotel condominium corporation from Talon for \$14,000,000. However, the applicant seeks to have the Parking Units sold in this receivership, which would deprive the hotel condominium corporation of the benefit of the parking garage and frustrate the purpose of section 4.11. These Parking Units should not be the subject of the proposed receivership. Because of the general benefit of their services to all Unit Owners, the fees, etc., of the Representatives and Shibleys should be paid from the proceeds of the Property sought to be disposed by the receiver.

10. The Unit Owners have a common interest and it is efficient and cost effective to have court-appointed representatives and representative counsel. It would avoid a multiplicity of retainers, and therefore facilitate the administration of the receivership. The balance of convenience supports the appointment of John Hutson and Patrick Akinkuotu as representatives of the Unit Owners and Shibleys as representative counsel.

11. The moving parties rely on rules 10 and 12.07 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, s. 131(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, ss. 183(1) and 197(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, on such further and other grounds as counsel may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be relied on in support of this motion:

- (i) the affidavit of John Hutson sworn October 31, 2016;
- (ii) the affidavit of Jay Wolf sworn October 25, 2016; and
- (iii) such further and other material as counsel may advise and this Honourable Court may permit.

Date: October 31, 2016

SHIBLEY RIGHTON LLP
Barristers and Solicitors
700-250 University Avenue
Toronto, Ontario
M5H 3E5

Thomas McRae (LSUC No. 32375U)
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Fax: 416-214-5432
john.devellis@shibleyrighton.com

Lawyers for the moving parties
John Hutson, Patrick Akinkutou, Anil Mital
and Oladayo Akinwumi Oladeji

TO: THE SERVICE LIST ATTACHED

Service List

Talon International Inc. et. al

<p>TALON INTERNATIONAL INC. c/o WeirFoulds LLP 4100 – 66 Wellington St. W. P.O. Box 35, TD Bank Tower Toronto, ON M5K 1B7</p> <p>Attention: Steven Rukavina Fax: 416-365-1876 Email: rukavina@weirfoulds.com</p>	<p>MIDLAND DEVELOPMENT INC. c/o WeirFoulds LLP 4100 – 66 Wellington St. W. P.O. Box 35, TD Bank Tower Toronto, ON M5K 1B7</p> <p>Attention: Steven Rukavina Fax: 416-365-1876 Email: rukavina@weirfoulds.com</p>
<p>BARREL TOWER HOLDINGS INC. c/o Wisebrod/Zeliger Associates 245 Fairview Mall Drive, Suite 510 Toronto, ON M2J 4T1</p> <p>Attention: Marc Senderowitz Fax: 416-496-1708 Email: msenderowitz@wza.ca</p>	<p>HARVESTER DEVELOPMENTS INC. c/o Wisebrod/Zeliger Associates 245 Fairview Mall Drive, Suite 510 Toronto, ON M2J 4T1</p> <p>Attention: Marc Senderowitz Fax: 416-496-1708 Email: msenderowitz@wza.ca</p>
<p>2025401 ONTARIO LIMITED 119 Glen Park Avenue Toronto, ON M4W 1V1</p> <p>Attention: Gary Posner Fax: 416-221-9144 Fax: 416-961-4023 Email: gposner_ca@yahoo.com</p>	<p>1456253 ONTARIO INC. 181 Whitehall Drive Markham, ON L3R 9T1</p> <p>Attention: Val Levitan Fax: 905-496-1708 Email: val@levitan.me</p>
<p>TALON INTERNATIONAL DEVELOPMENT INC. c/o WeirFoulds LLP 4100 – 66 Wellington St. W. P.O. Box 35, TD Bank Tower Toronto, ON M5K 1B7</p> <p>Attention: Steven Rukavina Fax: 416-365-1876 Email: rukavina@weirfoulds.com</p>	<p>TFB INC. c/o WeirFoulds LLP 4100 – 66 Wellington St. W. P.O. Box 35, TD Bank Tower Toronto, ON M5K 1B7</p> <p>Attention: Steven Rukavina Fax: 416-365-1876 Email: rukavina@weirfoulds.com</p>

<p>TALON INTERNATIONAL INC. c/o WeirFoulds LLP 4100 – 66 Wellington St. W. P.O. Box 35, TD Bank Tower Toronto, ON M5K 1B7</p> <p>Attention: Steven Rukavina Fax: 416-365-1876 Email: rukavina@weirfoulds.com</p>	<p>MIDLAND DEVELOPMENT INC. c/o WeirFoulds LLP 4100 – 66 Wellington St. W. P.O. Box 35, TD Bank Tower Toronto, ON M5K 1B7</p> <p>Attention: Steven Rukavina Fax: 416-365-1876 Email: rukavina@weirfoulds.com</p>
<p>2270039 ONTARIO LIMITED c/o WeirFoulds LLP 4100 – 66 Wellington St. W. P.O. Box 35, TD Bank Tower Toronto, ON M5K 1B7</p> <p>Attention: Steven Rukavina Fax: 416-365-1876 Email: ruukavina@weirfoulds.com</p>	<p>2263847 ONTARIO LIMITED c/o WeirFoulds LLP 4100 – 66 Wellington St. W. P.O. Box 35, TD Bank Tower Toronto, ON M5K 1B7</p> <p>Attention: Steven Rukavina Fax: 416-365-1876 Email: ruukavina@weirfoulds.com</p>
<p>FTI CONSULTING CANADA INC. TD Waterhouse Tower 79 Wellington Street West Suite 2010, P.O. Box 104 Toronto, Ontario M5K 1G8</p> <p>Attention: Nigel Meakin Phone: 416-649-8065 Email: nigel.meakin@fticonsultint.com</p> <p>Attention: Toni Vanderlaan Phone: 416-649-8075 Email: toni.vanderlaan@fticonsultint.com</p> <p>Proposed Receiver</p>	<p>CASSELS BROCK & BLACKWELL LLP 2100 Scotia Plaza, 40 King Street West Toronto, ON M5H 3C2</p> <p>Attention: Shayne Kukulowicz Phone: 416-860-6463 Email: skukulowicz@casselsbrock.com</p> <p>Attention: Jane Dietrich Phone: 416-860-5223 Fax: 416-640-3144 Email: jdietrich@casselsbrock.com</p> <p>Counsel to the Proposed Receiver</p>

<p>TALON INTERNATIONAL INC. c/o WeirFoulds LLP 4100 – 66 Wellington St. W. P.O. Box 35, TD Bank Tower Toronto, ON M5K 1B7</p> <p>Attention: Steven Rukavina Fax: 416-365-1876 Email: rukavina@weirfoulds.com</p>	<p>MIDLAND DEVELOPMENT INC. c/o WeirFoulds LLP 4100 – 66 Wellington St. W. P.O. Box 35, TD Bank Tower Toronto, ON M5K 1B7</p> <p>Attention: Steven Rukavina Fax: 416-365-1876 Email: rukavina@weirfoulds.com</p>
<p>CHAITONS LLP 500 Yonge Street, 10th Floor Toronto, ON M2N 7E9</p> <p>Attention: Harvey Chaiton Phone: 416-218-1129 Fax: 416-218-1849 Email: Harvey@chaitons.com</p> <p>Proposed Representative Counsel</p>	<p>PROVINCE OF NEW BRUNSWICK Legal Service Branch Office of the Attorney General Province of New Brunswick PO Box 6000, Chancery Place 675 King Street Fredericton, NB E3B 5H1</p> <p>Attention: Nancy Forbes, Director Fax: 506-453-3275 Email: Nancy.Forbes@gnb.ca</p>

Schedule "A"

Court File No.: CV-16-11573-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) TUESDAY, THE 1st DAY
)
JUSTICE NEWBOULD) OF NOVEMBER, 2016.

BETWEEN:

JCF CAPITAL ULC

Applicant

and

**TALON INTERNATIONAL INC., MIDLAND DEVELOPMENT INC., 1456253
ONTARIO INC., 2025401 ONTARIO LIMITED, BARREL TOWER HOLDINGS INC.,
HARVESTER DEVELOPMENTS INC., TALON INTERNATIONAL DEVELOPMENT
INC., TFB INC., 2263847 ONTARIO LIMITED AND 2270039 ONTARIO LIMITED**

Respondents

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1990, C. C.43, AS AMENDED, AND SECTION 243 OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, C. B-3 AS AMENDED**

**ORDER
(Appointing Representative Counsel)**

THIS APPLICATION made by JCF Capital ULC (the "**Secured Creditor**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), *inter alia*, appointing Shibley Righton LLP ("**Shibley Righton**") as representative counsel to represent the interests of owners of residential units and hotel units

(collectively, the "**Unit Owners**") in the condominium residence and hotel branded as the Trump International Hotel & Tower and Trump Residences located at 311 and 325 Bay Street, Toronto, Ontario (the "**Project**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Hutson sworn October 31, 2016 and the Exhibits thereto and on hearing the submissions of counsel for the Secured Creditor and Shibley Righton,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT OF REPRESENTATIVE COUNSEL

2. **THIS COURT ORDERS** that, subject to Paragraph 8 hereof, Shibley Righton LLP is hereby appointed as counsel ("**Representative Counsel**") for all Unit Owners regarding common issues of the Unit Owners in respect of these receivership proceedings, unless and until written notice is provide by a particular Unit Owner to Representative Counsel that such Unit Owner does not wish to be represented by Representative Counsel. For greater certainty and without limitation, Representative Counsel shall not be charged with the responsibility of dealing with any individual Unit Owner's purchase of or agreement to purchase a unit or units in the Project, or any individual dispute relating to same.

3. **THIS COURT ORDERS** that John Hutson, Patrick Akinkuotu, Anil Mital, and Oladayo Akinwumi Oladeji (the "**Owner Representatives**") be and hereby are appointed as representatives of the owners (other than the respondents Talon International Developments Inc. ("Talon") and TFB Inc. ("TFB")) of hotel guestroom-type condominium units in the Hotel (as defined in the Notice of Application) ("Hotel Unit Owners") or residential condominium units in the Residence (as defined in the Notice of Application) (the "Residential Unit Owners"; together

with the Hotel Unit Owners, the “**Unit Owners**”) in this proceeding and in any related proceedings that may be brought;

4. **THIS COURT ORDERS** that FTI Consulting Canada Ltd., in its capacity as Court appointed receiver of certain of the assets of the Respondents (in such capacity, the “**Receiver**”) shall provide to Representative Counsel, without charge, the following information, documents and data as may be in the Receivers' possession or control (the “**Information**”):

- (a) the names, last known addresses and last known email addresses (if any) of the Unit Owners (the “**Unit Owner Information**”), as the same are provided to the Receiver by Toronto Standard Condominium Corporation No. 2267 and Toronto Standard Corporation No. 2279 (collectively, the “**Condominium Corporations**”); and.
- (b) Such additional documents and information as may be specifically requested in writing by Representative Counsel and which the Receiver determines are relevant to the Unit Owners' participation in these receivership proceedings, or as ordered by the Court,

and that, in so doing, the Receiver is not required to obtain express consent from any Unit Owner or other Person authorizing disclosure of the Information to Representative Counsel, and this Order shall be sufficient to authorize the disclosure of the Information without knowledge or consent of the individual Unit Owners or other Person.

5. **THIS COURT ORDERS** that all reasonable professional fees and disbursements that may be incurred by Representative Counsel at its standard rates and charges, or the Owner Representatives, whether incurred prior to or after the date of this Order, not to exceed \$100,000 in the aggregate, shall be paid from the retainer paid by the Secured Creditor to Representative Counsel and, for greater certainty, such amount will form part of the indebtedness owing by the Respondents to the Secured Creditor, and in the event of any disagreement regarding such fees and disbursements, such disagreement may be remitted to this Court for determination.

6. **THIS COURT ORDERS** that Representative Counsel is hereby authorized to take all steps and do all acts necessary to desirable to carry out the terms of this Order.

7. **THIS COURT ORDERS** that notice of the granting of this Order, substantially in the form attached hereto as **Schedule "A"**, shall be sent by Representative Counsel to each Unit Owner by electronic or regular mail, to addresses provided pursuant to Paragraph 3(a), within two business days of the date of receipt by Representative Counsel of the Unit Owner Information.

8. **THIS COURT ORDERS** that any Unit Owner who does not wish to be represented by Representative Counsel in these proceedings shall notify the Receiver and Representative Counsel, in writing, that he, she or it is opting out of representation by delivering a notice by electronic or regular mail substantially in the form attached as **Schedule "B"** hereto, and shall thereafter not be bound by the actions of Representative Counsel and shall represent himself, herself or itself or be represented by any counsel that he, she or it may retain exclusively at his, her or its own expense.

9. **THIS COURT ORDERS** that neither the Representative Counsel or the Owner Representatives shall have any liability as a result of their appointment or the performance of their duties or in carrying out the provisions of this Order and any subsequent Orders in these proceedings, save and except for any gross negligence or willful misconduct on their part.

10. **THIS COURT ORDERS** that Representative Counsel shall be at liberty and is authorized at any time to apply to his Court, on notice to the Receiver and the Secured Creditor, for advice and directions in the performance or variation of its powers and duties.

11. **THIS COURT ORDERS** that Representative Counsel shall be given notice of all motions in these proceedings, and that the giving of notice to Representative Counsel shall constitute service on all of the Unit Owners who have not opted out pursuant to Paragraph 8 hereof.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist Representative Counsel in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Representative Counsel, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist Representative Counsel and its agents in carrying out the terms of this Order.

SCHEDULE "A"

By Order dated November 1, 2016 granted by the Ontario Superior Court of Justice in the receivership proceedings in respect of Talon International Inc., Midland Development Inc., 1456253 Ontario Inc., 2025401 Ontario Limited, Barrel Tower Holdings Inc., Harvester Developments Inc., Talon International Development Inc., TFB Inc., 2263847 Ontario Limited and 2270039 Ontario Limited, (collectively, the "**Debtor**") under the *Bankruptcy and Insolvency Act* and *Courts of Justice Act* (the "**Receivership Proceedings**") Shibley Righton LLP was appointed as representative counsel ("**Representative Counsel**") for owners of hotel and residential units in the Trump International Hotel & Tower and Trump Residences (collectively, "**Unit Owners**"). A copy of the Order appointing Representative Counsel dated November 1, 2016 is attached.

The Debtors will be responsible for the reasonable legal fees incurred by Shibley Righton LLP as court-appointed counsel in carrying out its prescribed mandate in the Receivership Proceedings, up to a maximum amount of \$100,000, which shall be funded by the Secured Creditor to Representative Counsel and accounted for as a loan from the Applicant to the Debtors.

If you do not wish to be bound by this Order, you may opt-out of the group in accordance with paragraph 8 of the Order.

Unit Owners may in confidence directly contact Thomas McRae at Shibley Righton LLP, as set out below:

SHIBLEY RIGHTON LLP
Barristers & Solicitors
250 University Avenue
Suite 700
Toronto, Ontario
M5H 3E5

Thomas McRae (LSUC No. 32375U)
Tel: (416) 214-5206
Fax: (416) 214-5400
thomas.mcrae@shibleyrighton.com

SCHEDULE "B"

TO: FTI Consulting Canada Inc.
Receiver of certain assets of Talon International Inc., et. al
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Tori Vanderlaan
Email: Toni.Vanderlaan@fticonsulting.com

AND:

TO: **SHIBLEY RIGHTON LLP**
Barristers & Solicitors
250 University Avenue, Suite 700
Toronto, Ontario M5H 3E5

Thomas McRae
Tel: (416) 214-5206
Fax: (416) 214-5400
thomas.mcrae@shibleyrighton.com

I, _____, am a Unit Owner as defined in the Order dated November 1, 2016.

Under Paragraph 8 of that Order, Unit Owners who do not wish Shibley Righton LLP to act as their representative counsel may opt out.

I hereby notify you that I do not wish to be bound by the Order and will be represented as an independent individual party at my own expense to the extent I wish to appear in these proceedings.

Date

Signature

ONTARIO

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BETWEEN:

JCF CAPITAL ULC

Applicant

— and —

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1990, c. C.43, AS AMENDED, AND SECTION 243 OF THE *BANKRUPTCY AND
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**AFFIDAVIT OF JOHN HUTSON
sworn October 31, 2016**

I, JOHN HUTSON, of the City of Toronto in the Province of Ontario, MAKE OATH

AND SAY:

1. I am a partner at Deloitte LLP in Toronto. I am the owner of one residential condominium unit at the Trump Tower in Toronto in which I live. I am co-owner of both another Residential Unit and a Hotel Unit. I was formerly a director of each of the residential condominium corporation and the hotel condominium corporation at Trump Tower. I am also, together with

Patrick Akinkuotu, one of the two leaders of an existing group of condominium unit owners at the Trump Tower (the “Existing Group”), of both hotel and residential owners. Patrick Akinkuotu is a former director of the hotel condominium corporation at Trump Tower. Anil Mital and Oladayo Akinwumi Oladeji are both former directors of the residential condominium corporation.

2. I make this affidavit based on my own information knowledge and belief, except where I indicate otherwise. Where I rely on information provided to me by others, I state the source of that belief and I verily believe it to be true.

3. In or about April 2016 Patrick Akinkuotu and I commenced organization of the Owners’ Association. We did so because, among other things:

(a) there was no market for or liquidity to the condominium units at Trump Tower, other than at a significant discount. Banks would not generally lend to prospective purchasers of Units at Trump Tower;

(b) unit owners were not being provided with audited financial information since 2013 or budgets. Because Talon International Inc. (“Talon”) owned (and was unable to sell) its condominium units, it controlled the boards of directors of each of the two condominium corporations at Trump Tower (one for the hotel units, the other for the residential units). Common Area Maintenance fees were being increased by these Talon-controlled boards of directors, without adequate financial information or justification;

(c) annual general meetings were not being held regularly, and because Talon had not sold sufficient condominium units there had not yet been the turn-over meeting contemplated by the *Condominium Act, 1998*;

(d) the reputation of Trump Tower Toronto was (and is) suffering. It was publicly reported that Talon and the management of Trump Towers were in litigation, further adversely impacting the reputation of Trump Tower Toronto. At the same time other Trump projects - such as a yet-to-be-opened Vancouver project - are apparently thriving;

(e) it appeared as if the Average Daily Rate (“ADR”) of the hotel condominium units had declined by as much as 30%, whereas the ADR at other luxury hotels in Toronto (such as the Four Seasons and the Shangri La) appeared to be increasing;

(f) there was a significant turnover in the directors of the condominium corporation who were not elected by Talon, principally due to concerns in the manner in which Talon was operating the condominium corporations (as I am advised by Patrick Akinkuotu, Anil Mital and Oladayo Akinwumi Oladeji). In addition, two General Managers at Trump Tower had left;

(g) Talon had not yet transferred certain of the parking garage units to the Hotel Condominium Corporation, although it was obliged to do so under the Declaration that created that condominium; and

(h) the Talon-controlled boards of directors of the condominium corporations had entered into commercial agreements with the condominium corporations related to Talon which charged rates for IT services that were much higher than market rates.

4. Ultimately owners representing 26 of the 50 hotel condominium units not owned by Talon or its affiliates and owners representing 29 of the 44 residential condominium units not owned by Talon or its affiliates through the Owners' Association retained of Shibley Righton LLP ("Shibleys") as counsel. They included owners from North America, Europe, Africa and Asia. The names and units of the owners who are members of the Owners' Association are set out in Exhibit "A" hereto.

5. The Owners Association communicates with its members and instructs Shibleys. Shibleys has participated on behalf of the Owners' Association in the putative annual general meetings of the condominium corporations, and demanded information from them (which they have so far refused to provide). The Owners' Association and Shibleys have gained significant knowledge about the Project in the past months.

6. Shibleys was retained because of its experience and expertise in condominium law and in litigation. For instance Armand Conant of Shibleys, who has been intimately involved in this matter, heads Shibleys' Condominium Law Department and has extensive experience in the area as appears from his biography which is attached as Exhibit "B".

7. Shibleys also has been appointed representative counsel (together with other firms) in significant insolvencies including: *Metcalfe & Mansfield Alternative Investments II Corp.* (see the order of Justice Campbell made April 15, 2008 attached as Exhibit “C”), *Nortel Networks Corporation* (see the order of Justice Morawetz made July 22, 2009 attached as Exhibit “D”) and *Canwest Publishing Inc.* (see the order of Justice Pepall made March 5, 2010 attached as Exhibit “E”). From this past experience Shibleys is able to represent groups such as the non-Talon owners of condominium units at the Trump Tower.

8. Shibleys currently acts for Patrick Akinkuotu and his corporation in small claims court actions brought by Talon concerning payment of realty taxes but I am advised by John De Vellis that those actions are stayed due to Talon’s failure to produce documents in support of its claim. The defendants’ have issued a defendants’ claim against Talon. Shibleys also acts for a former purchaser in respect of a deposit dispute with Talon. I do not believe that these disputes would interfere or conflict with its acting as representative counsel.

9. If appointed as representatives and if Shibleys is appointed as representative counsel, we would:

- (a) work to ensure a result that is in the best interest of all stakeholders at Trump Tower;

(b) raise issues which would benefit all non-Talon owners of units at Trump Tower. For example, the provisions of the Declaration establishing the hotel condominium corporation registered on title on October 22, 2012 as Instrument No. AT 3157421 (a copy of which is attached as Exhibit "F") requires Parking Units and Valet Lay-By Units to be purchased by the hotel condominium corporation, but these same units are proposed to be sold in this receivership. The issue as to whether these units should be sold in this receivership should be of interest to all parties in these proceedings, and benefit all Unit Owners;

(c) contribute to overall costs savings and a streamlining of these proceedings by being a single point of contact for the non-Talon owners of condominium units, and to provide consistent representation for them in these proceedings. In this regard, as representative counsel Shibleys is prepared to charge at the following rates: Thomas McRae - \$500, Armand Conant - \$425 and John De Vellis - \$340;

(d) communicate with all non-Talon owners of condominium units throughout the proceedings by:

(i) establishing a website to provide up-to-date information regarding the proceedings, provide responses to commonly asked questions, and providing access to relevant documents;

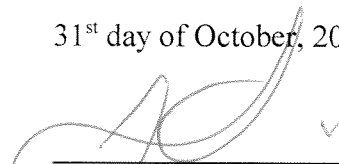
(ii) as in the past, hold conference calls of all members of the Owners' Association to keep them apprised of developments;

(iii) if necessary, provide a webinar to explain developments in the proceedings to owners;

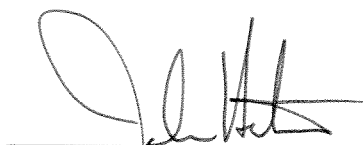
(e) write all non-Talon owners of condominium units, advising them of our appointment and giving them the opportunity to opt out of the order.

10. I make this affidavit in support of a motion for the appointment of myself, Patrick Akinkuotu, Anil Mital and Oladayo Akinwami Oladeji as representatives of the Unit Owners in these proceedings and Shibleys as representative counsel in these proceedings, and for no other or improper purpose.

SWORN BEFORE ME at the City of)
)
Toronto in the Province of Ontario this)
)
31st day of October, 2016)
)
)
)
)
)

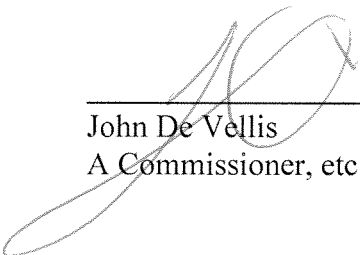


John De Vellis
A Commissioner, etc.



John Hutson

This is Exhibit "A" to the affidavit of John Hutson
sworn before me this 31st day of October, 2016



John De Vellis
A Commissioner, etc.

List of Members of the Owners' Association

Residential

Name	Unit(s)
Sara Steinbrenner	3404
Lisa Abe-Oldenburg	3904
Said Zahraoui	4201
Oladayo Akinwumi Oladeji/FB Services Canada (Inc.)	4202
Olatunde Ayeni	4204
Mohd Asif/Halo Pharma	4205
Pat Chen and Lana Fahmi	4206
Sean McGraw	4302
Ken Nzkewe	4303
Parin Talib	4306
Cecily Jaynes	4402
Jack and Serena Yuen	4406
Thomas O'Kane/Beloka Inc.	4501
Odili Atimoh	4503
Goldy Singh/Goldpro Holdings Inc.	4701
Anjanie Lakan/2295883 Ontario Inc.	4703
Jeffrey Mayer	4706
Aziz Rajkotwala	4803
Ram and Neet Khatter	4806
John Hutson	4901
Anil and Monica Mital	5001, 5202
John Hutson and S. Mintz	5003
William and Catherine Albino	5102
Melissa Arana	5104

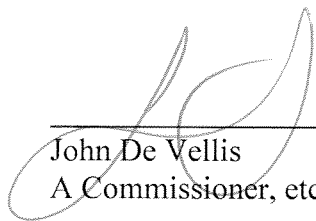
Name	Unit(s)
Frank Hudson	5404

Hotel

Name	Unit(s)
Nick Nesci	1210
Olatunde Ayeni	1412, 1812, 1804, 1805
Amin Surani	1502
Ray and Christine Yuen	1603
Nabil Barakat	1611
Robert Jalleh	1613
Paul Kerr	1704
Youncheoul Rhee	1709
Erik Innis/1120373 Ontario Limited	1711
Emeka Okwuosa/Comake Derry Property Corporation	1801, 1802, 1908, 1909, 1914
John Hutson and S. Mintz	1814
Girish Gupta	1905
Habibah Surani	1912
George Gunn	2105
Patrick Akinkuotu/Long Term Ventures Canada Inc.	2108, 2110, 2601, 2602
Ganesh Radhakrishman	2205
Marty Scollay	2213
Uma Varadarasa	2508
Sase Shewmarain	2510

B

This is Exhibit "B" to the affidavit of John Hutson
sworn before me this 31st day of October, 2016



John De Vellis
A Commissioner, etc.



Armand G.R. Conant

*Partner; B Eng., LL.B., D.E.S.S. (Sorbonne)
Condominium Law*

Armand heads up the condominium law department of the full service law firm of Shibley Righton LLP, and represents numerous condominium corporations of all types across Ontario.

Armand resides in Toronto, is a Past-President of the Canadian Condominium Institute (Toronto), where he also serves on its Board of Directors and is Chair of the joint ACMO and CCI (Toronto) Legislative Committee, which prepared and submitted an extensive legislative brief to the Ontario government with recommendations for changes to the Condominium Act, 1998 (the "Act").

Armand is a member and past Chair of the joint CCI (Toronto)/ACMO Government Relations Committee. He is also a member of CCI National's Government Relations Committee and prepared all 4 editions of the CCI National publication "Canadian Condominium Legislation – A Coast to Coast Comparison".

Armand is also a recipient of the ACMO's President's Award and the Associate Member of the Year Award.

Armand has been on all the government committees involved in the reform of the Act and was one of 11 people appointed to the government's Expert Panel that conducted the final analysis of the Act. Armand has also been appointed as one of the four founding/first Directors of the newly created Condominium Authority of Ontario.

Armand has written numerous articles for such publications as ACMO's "CM Condominium MANAGER", CCI(T)'s "thecondovoice", "Humber Happenings", "Condominium Law Letter", "Canadian Real Estate", "Real Estate News", "The Lawyers Weekly" and "CondoBusiness". Armand has also represented condominium corporations and lenders on financings to condominium corporations.

He also lectures at CCI(Toronto)'s Directors' courses, and has lectured at Humber College. In addition, Armand presents and speaks at various condominium conferences, including the annual ACMO/CCI Conference, PM Expo, SpringFest and the Toronto Condo Show, and has appeared on television and radio shows to discuss condominium and real estate issues.

Armand is the first lawyer in Ontario to be appointed by the Superior Court as a full Administrator (appointed under the Act), to take over all the duties of the Board of Directors of, and run, troubled corporations.

Armand combines his legal education and engineering degree with the hands on experience of having been on the steering committee and then board of directors of a 276 unit condominium corporation for over 5 years. He has extensive condominium, real estate, litigation and business law experience. Having received a Master of Law degree from the Sorbonne (France), Armand is also bilingual.



Armand heads up Shibley Righton LLP's condominium law department and represents numerous condominium corporations across central Ontario

Armand may be reached at:

E: aconant@shibleyrighton.com

W: www.shibleyrighton.com

T: 416.214.5207

F: 416.214.5407



Called to the Bar

Ontario (1980)

Post Graduate Studies

D.E.S.S. (Sorbonne - Paris)

Law School

McGill University

Bachelor of Law (LL.B.)

Undergraduate

Royal Military College of Canada

Bachelor of Engineering (B.Eng.)

Areas of Practice

Condominium Law and real estate

Memberships

Canadian Bar Association

Ontario Bar Association

The Lawyers Club

Royal Canadian Yacht Club

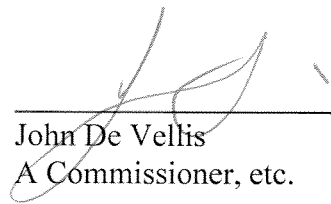
Canadian Condominium Institute (Toronto)

*Association of Condominium Managers
of Ontario*

SHIBLEY RIGHTON LLP
Barristers and Solicitors

C

This is Exhibit "C" to the affidavit of John Hutson
sworn before me this 31st day of October, 2016



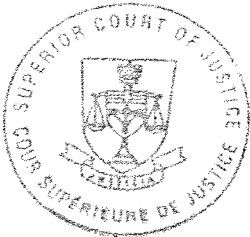
John De Vellis
A Commissioner, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**THE HONOURABLE
MR. JUSTICE CAMPBELL**

) **TUESDAY, THE 15th DAY**
)
) **OF APRIL, 2008**

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985 c. C-36, AS AMENDED**



**AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT
INVOLVING METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS II
CORP., METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS III
CORP., METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS V
CORP., METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS XI
CORP., METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS XII
CORP., 4446372 CANADA INC. AND 6932819 CANADA INC., TRUSTEES OF
THE CONDUITS LISTED IN SCHEDULE "A" HERETO**

BETWEEN:

**THE INVESTORS REPRESENTED ON THE-PAN-CANADIAN INVESTORS
COMMITTEE FOR THIRD-PARTY STRUCTURED ASSET-BACKED
COMMERCIAL PAPER LISTED IN SCHEDULE "B" HERETO**

Applicants

- and -

**METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS II CORP.,
METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS III CORP.,
METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS V CORP.,
METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS XI CORP.,
METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS XII CORP.,
4446372 CANADA INC. AND 6932819 CANADA INC., TRUSTEES OF THE
CONDUITS LISTED IN SCHEDULE "A" HERETO**

Respondents

**ORDER
(RE APPOINTMENT OF REPRESENTATIVE
COUNSEL)**

THIS MOTION MADE by the Ad Hoc Retail Holders Committee (the "AHRHC") of Holders of Non-Bank Sponsored Asset-Backed Commercial Paper ("ABCP") for an order appointing representative counsel, in these proceedings was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the AHRHC dated the 15th day of April, 2008 and the affidavits of Eliezer Karp, Henry Juroviesky and Edwin Cohen, affirmed the 11th day of April, 2008 and affirmed/sworn on the 13th day of April, 2008 (the "Karp Affidavit", the "Juroviesky Affidavit" and the "Cohen Affidavit") filed, and on hearing the submissions of counsel for the Committee.

1. **THIS COURT ORDERS** that all parties entitled to notice of this motion have been served with notice of this motion and that the time for service is hereby abridged such that service effected on the parties served with notice of this motion shall be good and sufficient notice of this motion.

2. **THIS COURT ORDERS** that (a) Juroviesky and Ricci LLP ("JR") and (b) Shibley Righton LLP ("SR") are appointed in these proceedings to represent the Ad Hoc Retail Holders Committee (collectively JR and SR are referred to herein as "Representative Counsel") but nothing in this paragraph shall impair the right, if any, of any individual holder of ABCP to retain and instruct counsel in these proceedings on his, her or its own behalf.

3. **THIS COURT ORDERS** that, ^{also see} subject to further order of the Court, the Representative Counsel shall represent the interest of all persons, trusts, or corporations that purchased ABCP from a retail brokerage and shall advise those on whose behalf they are hereby appointed in all aspects of these proceedings, without any obligation to consult with or seek individual instructions from those on whose behalf they have been appointed to represent unless otherwise ordered by the Court.

4. **THIS COURT ORDERS** that the Representative Counsel shall not be liable jointly or severally for any act or omission in respect of their appointment or the fulfillment of their duties in carrying out the provisions of this Order, and that no action or other proceedings shall be commenced against either of the Representative Counsel relating to their acting as such, except with prior leave of this Court, on at least 7 day's notice to the Representative Counsel, as may be applicable, and upon further Order in respect of security for costs, to be given by the plaintiff for the costs, on a substantial indemnity basis, of the Representative Counsel in connection with any such action or proceeding.

5. **THIS COURT ORDERS** that the Representative Counsel may from time to time apply to this Court for advice and directions in respect of their appointment or the fulfillment of their duties in carrying out the provisions of this Order, upon notice to the Applicants, to the CCAA Parties (as defined in the Initial Order in the instant matter) and to other interested parties, unless otherwise ordered by the Court.

6. **THIS COURT ORDERS** that the Representative Counsel shall be given notice of all motions to which holders of ABCP are entitled in these proceedings and that they shall be entitled to represent those on whose behalf they are hereby appointed in all such proceedings.

7. **THIS COURT ORDERS** that Diane Urquhart be appointed as the Financial Analyst for the AHRHC and that she be paid her reasonable fees and disbursements by the CCAA parties from and after March 25th, 2008.

8. **THIS COURT ORDERS** that the paragraphs 32 and 34 of the Order of this Honorable Court dated March 17, 2008 are hereby amended effective March 25th, 2008 and are deemed from and after that time to include Representative Counsel as appointed herein among the parties who shall be paid their reasonable fees and disbursements in connection with these proceedings, in each case at their standard rates and charges, from and after March 25, 2008 and among those who benefit from the Professionals charge as defined therein.



APR 15 2008



SCHEDULE "A"

Conduit Trusts

APOLLO TRUST

APSLEY TRUST

ARIA TRUST

AURORA TRUST

COMET TRUST

ENCORI/ TRUST

GEMINI TRUST

IRONSTONE TRUS T

MNIAL-I TRUST

NEWSHORE CANADIAN TRUST

OPUS TRUST

PLANET TRUST

ROCKET TRUST

SELKIRK FUNDING TRUST

SILVERSTONE TRUST

SLATE TRUST

STRUCTURED ASSET TRUST

STRUCTURED INVESTMENT TRUST III

SYMPHONY TRUST

WHITEHALL TRUST

SCHEDULE "B"

Applicants

ATB FINANCIAL

CAISSE DE DEPOT ET PLACEMENT DU QUEBEC

CANACCORD CAPITAL CORPORATION

CANADA MORTGAGE AND HOUSING CORPORATION

CREDIT UNION CENTRAL ALBERTA LIMITED

CREDIT UNION CENTRAL OF BRITISH COLUMBIA

CREDIT UNION CENTRAL OF ONTARIO

DESJARDINS GROUP

MAGNA INTERNATIONAL INC.

NATIONAL BANK FINANCIAL INC., NATIONAL BANK OF CANADA

NAV CANADA

NORTHWATER CAPITAL MANAGEMENT INC.

PUBLIC SECTOR PENSION PLAN INVESTMENT BOARD

UNIVERSITY OF ALBERTA

IN THE MATTER OF THE COMPANIES/CREDITORS
ARRANGEMENT ACTS, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND
ARRANGEMENT INVOLVING METCALFE & MANSFIELD
ALTERNATIVE INVESTMENTS II CORP., *et al.*

Court File No. 08-CL-7440

ONTARIO

SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST
Proceeding Commenced at Toronto

ORDER

(RE APPOINTMENT OF REPRESENTATIVE COUNSEL)

SHIBLEY RIGHITON LLP

Barristers & Solicitors
Suite 700 – 250 University Avenue
Toronto, ON M5H 3E5
Arthur O. Jacques (LSUC No. 12437M)
Tel: (416) 214-5213
Fax: (416) 214-5413

Email: arthur.jacques@shibleyrighton.com

Thomas McRae (LSUC No. 32375U)

Tel: (416) 214-5206

Fax: (416) 214-5400

Email: thomas.mcrae@shibleyrighton.com

Co-Counsel for the Ad Hoc Retail Creditors Committee
(Brian Hunter et al)

JUROVIESKY & RICCILLP

Barristers & Solicitors
Suite 904 – 4950 Yonge Street
Toronto, ON M2N 6K1

Henry Juroviesky (LSUC No. 532233S)

Tel: (416) 481-0718

Fax: (416) 481-1792

Email: hjuroviesky@jruslaw.com

Eliezer Karp (LSUC No. 54317P)

Tel: (416) 481-0718

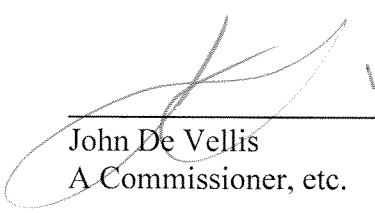
Fax: (416) 418-1792

Email: ekarp@jruslaw.com

Co-Counsel for Ad Hoc Retail Creditors Committee
(Brian Hunter et al)

D

This is Exhibit "D" to the affidavit of John Hutson
sworn before me this 31st day of October, 2016



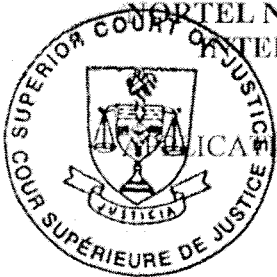
John De Vellis
A Commissioner, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) WEDNESDAY, THE 22ND DAY OF
)
JUSTICE MORAWETZ) JULY, 2009

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, C. c-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED,
NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS
INTERNATIONAL CORPORATION and NORTEL NETWORKS
TECHNOLOGY CORPORATION**



**APPLICATION UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED**

ORDER

THIS MOTION, made by Kent Felske and Dany Sylvain (collectively, the "Representatives") on behalf of all Canadian non-unionized employees of Nortel Networks Corporation, Nortel Networks Limited, Nortel Networks Global Corporation, Nortel Networks International and/or Nortel Networks Technology Corporation (collectively, "Nortel") was heard Thursday, July 9, 2009 on the Commercial List at 330 University Avenue, Toronto, Ontario.

ON READING the motion record of the Representatives, the motion record of Nortel, and on hearing submissions of counsel for the Representatives, Nortel, the Monitor and other parties,

1. **THIS COURT ORDERS** that time for service of the notice of motion and the motion record is abridged, service of notice of motion material and the motion record is validated, all such that this motion is properly returnable on July 9, 2009.

2. **THIS COURT ORDERS** that Kent Felske and Dany Sylvain be and hereby are appointed as the representatives of all Canadian non-unionized employees of Nortel whose employment with Nortel is continuing (the "Continuing Employees") while it is continuing in the

proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") or in any other proceeding which has been or may be brought before this Honourable Court (collectively, the "Proceedings").

3. **THIS COURT ORDERS** that Nelligan O'Brien Payne, LLP and Shibley Righton LLP be and hereby are appointed as counsel (the "Continuing Employee Counsel") for the Continuing Employees to provide advice and representation with respect to Continuing Employees' employment-related claims and potential claims in the Proceedings, including issues arising with respect to pension plans and the health and welfare trust (such appointment to be referred to herein as the "Mandate"). For greater certainty, the Mandate does not include negotiations or requests with potential purchasers of assets of Nortel but the Continuing Employee Counsel shall from time to time be able to seek responses from the Monitor with respect to issues arising out of such negotiations and concluded arrangements on a need to know basis, including the recent Ericsson asset purchase agreement.

4. **THIS COURT ORDERS** that, subject to the prior written consent of the Monitor, Nortel shall provide to the Representatives and to the Continuing Employee Counsel, without charge upon request by the Representatives and their Counsel, such documents and data, as may be relevant to matters relating to the claims in the Proceedings, including documents and data pertaining to the entitlements of Continuing Employees, the terms and conditions of their employment including pension benefit, bonus, termination and severance entitlements and any agreements and documents related to the transfer or prospective transfer of employees from Nortel to new employers.

5. **THIS COURT ORDERS** that all reasonable legal fees and all other incidental fees and disbursements incurred in carrying out the Mandate, as may have been or shall be incurred by the Representatives and the Continuing Employee Counsel, shall be paid by Nortel on a bi-weekly basis, forthwith upon the rendering of accounts to Nortel and that, in the event of any disagreement regarding such fees, such matters may be remitted to this Court for determination.

6. **THIS COURT ORDERS** that notice of the granting of this Order be provided to the Continuing Employees by the Monitor, together with the information attached in Schedule "A", by electronic transmission of a copy hereof as soon as practicable after the granting of this Order,

together with the specific contact information provided by the Representatives and the Continuing Employee Counsel.

7. **THIS COURT ORDERS** that the Representatives or their Continuing Employee Counsel on their behalf be and hereby are authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body and other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

8. **THIS COURT ORDERS** that any individual Continuing Employee who does not wish to be bound by this order and all other related orders which may subsequently be made in these proceedings shall by September 18, 2009 notify the Monitor in writing by facsimile, mail or delivery, and in the form attached as Schedule "B" hereto and shall thereafter not be bound and shall be represented themselves as an independent individual party to the extent they wish to appear in the Proceedings.

9. **THIS COURT ORDERS** that the Continuing Employees bound by this Order do not include any employees who are subject to investigation and charges by the Ontario Securities Commission or the United States Securities and Exchange Commission, and that the Representatives have no obligation to represent such persons.

10. **THIS COURT ORDERS** that the Representatives, Nelligan O'Brien Payne LLP and Shibley Righton LLP as Continuing Employee Counsel shall have no liability as a result of their appointment or the fulfilment of their duties in carrying out the provisions of this Order from and after January 14, 2009 save and except for any gross negligence or unlawful misconduct on their part.

11. **THIS COURT ORDERS** that the Representatives shall be at liberty and are authorized at any time to apply to this Honourable Court for advice and directions in the discharge or variation of their powers and duties.

A handwritten signature in black ink, appearing to be "A. J. ...", is written over a horizontal line.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

AUG 04 2009

PER / PAR: TV

SCHEDULE "A"

In an endorsement issued on July 22, 2009 by the Ontario Superior Court of Justice in Nortel's outstanding CCAA proceedings (the "Proceedings"), Nelligan O'Brien Payne and Shibley Righton were jointly appointed as counsel for Canadian non-unionized employees of Nortel whose employment with Nortel is continuing (the "Continuing Employees"). A copy of the Representation Order for the Continuing Employees dated July 22, 2009 is attached.

Justice Morawetz stated that the Continuing Employees at Nortel have an interest in the Proceedings and it is advisable that they have legal representation to provide general advice on employee issues that affect them. The Commercial Court also appointed Kent Felske and Dany Sylvain as representatives of the Continuing Employees.

Former employees of Nortel and employees whose employment is terminated in the future continue to be represented by Koskie Minsky.

Nortel will be responsible for the reasonable legal fees incurred by the court-appointed counsel in carrying out their prescribed mandate.

If you do not wish to be bound by this order, you may opt-out of the group in accordance with paragraph 8 of the Order.

Continuing Employees may in confidence directly contact Nelligan O'Brien Payne at – NCCE@nelligan.ca (use your personal email) or by telephone to Ms. Christine Seed (613) 231-8280 or 1-888-565-9912.

SCHEDULE "B"

Court File No. 09-CL-7950

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED, NORTEL
NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS INTERNATIONAL
CORPORATION and NORTEL NETWORKS TECHNOLOGY CORPORATION

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

OPT-OUT LETTER

Ernst & Young Inc.
Ernst & Young Tower
222 Bay Street
P.O. Box 251
Toronto, ON M5K 1J7

Attention: Lee K. Close
Tel.: 1.866.942.7177
Fax: 416.943.3300

I, _____, am a current employee of Nortel, as defined in the Order of
[Insert Name]

Mr. Justice Morawetz dated July 22, 2009.

Under Paragraph 8 of that Order, current employees who do not wish Shibley Righton LLP and
Nelligan O'Brien Payne LLP to act as their representative counsel may opt out.

I hereby notify the Monitor that I do not wish to be bound by the Order and will be represented
as an independent individual party at my own expense to the extent I wish to appear in these
proceedings.

Date

Signature

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. e-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED, NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS INTERNATIONAL CORPORATION and NORTEL NETWORKS TECHNOLOGY CORPORATION

Court File No: 09-CL-7950

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

OGILVY RENAULT LLP

Suite 3800
Royal Bank Plaza, South Tower
200 Bay Street
Toronto, Ontario M5J 2Z4

Derrick Tay LSUC#: 21152A

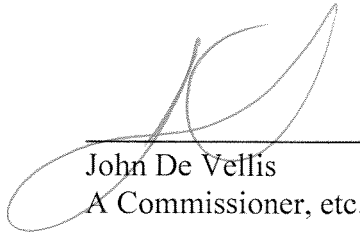
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Jennifer Stam LSUC#: 46735UJ

Tel: (416) 216-2327
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Lawyers for the Applicants

This is Exhibit "E" to the affidavit of John Hutson
sworn before me this 31st day of October, 2016



John De Vellis
A Commissioner, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MADAM) FRIDAY, THE 5th DAY OF
) MARCH, 2010
JUSTICE PEPALL)

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
CANWEST PUBLISHING INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS
INC. AND CANWEST (CANADA) INC.**

ORDER

THIS MOTION, brought by Russell Mills, Blair MacKenzie, Rejean Saumure and Les Bale for an order appointing them as representatives of certain current and former employees of Canwest Publishing Inc./Publications Canwest Inc., Canwest Books Inc. and Canwest (Canada) Inc. (collectively, the "Applicants") and Canwest Limited Partnership/Canwest Soci t  en Commandite (the "Limited Partnership") (the Applicants and the Limited Partnership each an "LP Entity" or, collectively, the "LP Entities"), and appointing representative counsel, was heard Monday, February 22nd, 2010 on the Commercial List at the courthouse at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Representatives and the Third Report of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of the LP Entities (the "Monitor") and on hearing the submissions of counsel for the Representatives, the LP Entities,

the Monitor and the Bank of Nova Scotia in its capacity as Administrative Agent for the Senior Lenders to Canwest Limited Partnership (the "Administrative Agent") and such other counsel as were present, no one else appearing although duly served,

UPON BEING ADVISED by counsel for the Representatives that a Representative is to be appointed unopposed, namely Juliet O'Neill, and who shall therefore be included as a Representative for all purposes described in this Order;

1. **THIS COURT ORDERS** that further service of the Notice of Motion and Motion Record on any party not already served is hereby dispensed with, such that this motion was properly returnable.
2. **THIS COURT ORDERS** that the Russell Mills, Blair MacKenzie, Rejean Saumure, Les Bale and Juliet O'Neill (collectively, and as such members may be replaced from time to time, the "Representatives") are hereby appointed to represent, in this proceeding under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA Proceeding"), a related proceeding under the *Bankruptcy and Insolvency Act* (Canada)(the "BIA") or any other related proceeding which has or may be brought before this Honourable Court (collectively, the "Proceedings"), the current and former employees and retirees of the LP Entities who are not represented by a union, or were not represented by a union at the time of their separation from employment including for greater certainty but not limited to publishers, editors and department heads of newspapers (a "Current or Former Salaried Employee"), or any person claiming an interest under or on behalf of a Current or Former Salaried Employee including beneficiaries and surviving spouses but excluding any person who is (a) a current director or officer of any of the

Applicants, or an employee of the LP Entities involved in providing instructions to counsel to the LP Entities with respect to the Proceeding; or (b) who has served a notice pursuant to paragraph 10 of this order; or (c) is otherwise represented in the Proceedings (all of whom, other than the excluded parties, being collectively referred to herein as the “Represented Parties” and individually, a “Represented Party”), including, without limitation, for the purpose of settling or compromising claims of the Represented Parties in the Proceedings.

3. **THIS COURT ORDERS** that, Nelligan O’Brien Payne LLP and Shibley Righton LLP are hereby appointed as co-counsel (“Representative Counsel”) for all the Represented Parties in the Proceedings for any issues affecting the Represented Parties in the Proceedings.

4. **THIS COURT ORDERS** that Representative Counsel shall represent the interests of the Represented Parties in all aspects of the Proceedings, without any obligation to consult with or seek instructions from the Represented Parties other than the Representatives, unless otherwise ordered by the Court.

5. **THIS COURT ORDERS** that the LP Entities shall, subject to Representative Counsel executing a confidentiality agreement, provide to Representative Counsel, without charge, the following information to be used only for the purposes of the Proceedings:

- a. the names, last known addresses, phone numbers and last known e-mail addresses (if any) of all the Represented Parties;

b. upon the reasonable request of Representative Counsel, and subject to any confidentiality obligations of the LP Entities, such documents and data as are relevant to matters relating to the issues affecting the Represented Parties in the Proceedings, including documents and data relating to the various pension, benefit, supplementary pension and other arrangements for group health and life insurance applicable to the Represented Parties, including up-to-date financial information regarding, if applicable, the funding and investments of any of these arrangements and any associated actuarial valuations and reports.

6. **THIS COURT ORDERS** that any Represented Party whose personal information is provided to the Representative Counsel by the LP Entities pursuant to this Order is deemed to have consented for the purposes of any applicable privacy legislation to the LP Entities providing such information and to the collection, use and disclosure by the Representative Counsel of such information, provided that such information will be used or disclosed by the Representative Counsel solely for the purpose of representing the Represented Parties' interests in these Proceedings.

7. **THIS COURT ORDERS** that, subject to such fee arrangements to be agreed to by the LP Entities, the Representatives, Representative Counsel, and the Administrative Agent, or as have been ordered by this Court, all reasonable legal, actuarial and financial expert and advisory fees and all other incidental fees and disbursements, as may be incurred by the Representatives and Representative Counsel in the CCAA Proceeding from and after the date of this Order shall be paid by the LP Entities on a monthly basis, forthwith upon the rendering of accounts to the LP Entities. In the event of any disagreement regarding such fees, such matters may be remitted to

this Court for determination. For greater certainty, the granting of funding is limited to the CCAA Proceeding, and nothing in this Order is intended to provide for the funding of the legal, actuarial and financial expert and advisory fees or other incidental fees and disbursements of the Representatives or Representative Counsel in a related proceeding under the BIA or any other related proceeding.

8. **THIS COURT ORDERS** that, notwithstanding paragraph 7 of this Order, the LP Entities shall not be required to pay for, and neither the Representatives nor Representative Counsel shall include in their accounts submitted for payment, any amounts incurred in investigating, preparing or pursuing any claims contemplated or asserted by the Represented Parties, or any one or more of them, against the current or former directors, deemed directors or officers of the LP Entities (or their predecessors, as applicable).

9. **THIS COURT ORDERS** that notice of the granting of this Order be provided to the Represented Parties by advertisement in an edition of the national edition of the *National Post* and other such LP Entity newspapers as may be agreed by the Representatives, the LP Entities and the Monitor, in such form and under such terms as shall be agreed upon by the Representatives, the LP Entities and the Monitor, and that a notice substantially in the form attached as Schedule "A" hereto, together with a French translation thereof (the "Notice"), shall also be provided to the Represented Parties by (i) e-mailing an electronic copy of the Notice as soon as practicable after the granting of this Order to Current Salaried Employees; (ii) mailing a copy of the Notice to Former Salaried Employees by ordinary mail to the physical address of the Former Salaried Employees, as last shown in the books and records of the LP Entities; and (iii) posting a copy of the Notice on the Monitor's website.

10. **THIS COURT ORDERS** that the Representatives, or Representative Counsel on their behalf, are authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body and other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

11. **THIS COURT ORDERS** that any individual Represented Party who does not wish to be represented by the Representatives or Representative Counsel pursuant to the terms of this Order or all other related Orders which may subsequently be made in the Proceedings concerning the Represented Parties or relating to the appointment of the Representatives and/or Representative Counsel shall, no later than April 16, 2010, notify the Monitor, in writing, by facsimile, mail or delivery, and in the form attached as Schedule "B" hereto and shall thereafter not be so represented and shall be represented themselves as an independent individual party to the extent they wish to appear in the Proceedings.

12. **THIS COURT ORDERS** that the Representatives and Representative Counsel shall have no liability as a result of their respective appointment or the fulfilment of their duties in carrying out the provision of this Order save and except for any gross negligence or wilful misconduct on their part and that no action or other proceedings shall be commenced against the Representatives and/or Representative Counsel relating to their acting as such, except with prior leave of this Court, on at least 7 day's notice to the Representatives and Representative Counsel and upon further order in respect of security for costs, to be given by the plaintiff for the costs on a substantial indemnity basis, of the Representatives and Representative Counsel in connection with any such action or proceeding.

13. **THIS COURT ORDERS** that Representative Counsel shall be given notice of all motions to which the Represented Parties are entitled to receive notice in the Proceedings and that it shall be entitled to represent those on whose behalf it is hereby appointed in all such motions.

14. **THIS COURT ORDERS** that the Representatives shall be at liberty and are authorized at any time to apply to this Honourable Court for advice and directions in the discharge or variation of their powers and duties upon notice to the LP Entities and the Monitor and to other interested parties, unless otherwise ordered by the Court.

15. **THIS COURT ORDERS** that any of the Representatives may resign and that, on notice to the LP Entities and the Monitor, the remaining Representatives may appoint any other individual Represented Party as a replacement, which replacement will have all of the rights and obligations of the resigning Representative as though they had been named in this Order. If there is any disagreement concerning the appropriateness of a replacement Representative, it may be remitted to the Court for determination.

16. **THIS COURT ORDERS** that in the event that this Order is later amended by further Order of the Court, the Monitor may post such further Order on the Monitor's website and such posting shall constitute adequate notice to the Represented Parties of such amended Order.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

MAR 22 2010

PER / PAR





SCHEDULE "A"

Pursuant to an order of the Ontario Superior Court of Justice dated March 5, 2010 in the CCAA proceeding (the "Proceeding") commenced by Canwest Publishing Inc. and certain other entities (the "LP Entities"), Russell Mills, Blair MacKenzie, Rejean Saumure, Les Bale and Juliet O'Neill have been appointed as representatives of the current and former salaried (i.e. non-unionized) employees of the LP Entities, and persons claiming on their behalf or through them (the "Represented Parties"). Nelligan O'Brien Payne LLP and Shibley Righton LLP were jointly appointed as counsel for the Represented Parties. A copy of the Order is attached.

Subject to fee arrangements that have been agreed to by the LP Entities, the representatives and their counsel, the LP Entities will be responsible for the reasonable legal fees incurred by the court-appointed counsel in carrying out their prescribed mandate. Accordingly, **you are not required to contribute to the fees of counsel for the Represented Parties.**

If you do not wish to be bound by this order, you must notify the court-appointed Monitor, FTI Consulting Canada Inc., in writing, by mail, e-mail or delivery on or before April 16, 2010. Your notice that you do not wish to be bound by this order must be in the form of a fully completed "Opt-Out Letter" substantially in the form attached to this Notice.

Additional information concerning the Proceedings, including previous orders granted in the Proceedings, can be found on the Monitor's website at <http://cfcanada.fticonsulting.com/clp>.

Represented Parties may contact Nelligan O'Brien Payne in confidence directly at – CSER@nelligan.ca (use your personal email) or by telephone to Ms. Leigh Norton 613-231-8216 or 1-888-565-9912.

SCHEDULE "B"

Court File No. CV-10-8533-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
CANWEST PUBLISHING INC./PUBLICATIONS CANWEST INC., CANWEST
BOOKS INC. AND CANWEST (CANADA) INC.

OPT-OUT LETTER

**FTI Consulting Canada Inc.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5K 1G8**

**Attention: Pamela Luthra
Tel: 1 888- 310-7627
Fax: 416-649-8101
Email: CanwestLP@fticonsulting.com**

I, _____, am a current or former employee or retiree of the
LP Entities, as defined in the Order of Madam Justice Pepall dated March 5, 2010.

Under Paragraph 8 of that Order, any current or former employee or retiree who does not
wish Nelligan O'Brien Payne LLP and Shibley Righton LLP to act as their representative
counsel may opt out.

I hereby notify the Monitor that I do not wish to be bound by the Order and will be
represented as an independent individual party at my own expense to the extent I wish to
appear in these proceedings.

Date

Signature

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C., 1985, c.C-36,
AS AMENDED

Court File No: CV-10-8533-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANWEST
PUBLISHING INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS INC. AND
CANWEST (CANADA) INC.

APPLICANTS

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

OSLER, HOSKIN & HARCOURT LLP

Box 50, 1 First Canadian Place
Toronto, Ontario, Canada M5X 1B8

Lyndon A.J. Barnes (LSUC#: 13350D)

Tel: (416) 862-6679

Alexander Cobb (LSUC#: 45363F)

Tel: (416) 862-5964

Elizabeth Allen Putnam (LSUC#53194L)

Tel: (416) 862-6835

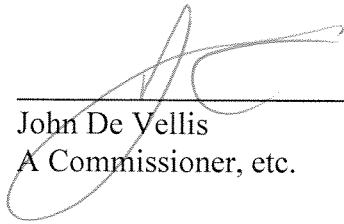
Fax: (416) 862-6666

Lawyers for the Applicants

F. 1117119

F

This is Exhibit "F" to the affidavit of John Hutson
sworn before me this 31st day of October, 2016



John De Vellis
A Commissioner, etc.

Office Schedule

AT 315 7421

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2012-10-22



14:36

LAND REGISTRAR

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO. 2267

NEW PROPERTY IDENTIFIERS BLOCK 76267

RECENTLY : Part of Pin 21404 - 0053

DECLARANT : Talon International Inc

SOLICITOR : Jeffrey P. Sliver

FIRM: Harris, Sheaffer LLP

Phone : 416-250-5800 Fax : 416-250-5300

Address : 4100 Yonge Street Suite 610

Toronto Ontario, M2P 2B5

No. OF UNITS 427

FEES : 427 x \$5.00 + \$70.00 = \$2205.00

Trump International Hotel & Tower, Toronto

THIS DECLARATION (hereinafter called this "**Declaration**") is made and executed pursuant to the provisions of the *Condominium Act, 1998* (Ontario), and the regulations made thereunder, each as amended from time to time (all of which are hereinafter collectively referred to as the "**Act**"), by:

TALON INTERNATIONAL INC.
(hereinafter called the "**Declarant**")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "**Description**") for registration in accordance with the Act and which lands are sometimes referred to as the "**Lands**" or the "**Property**";
- B. The Declarant has constructed a building upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold condominium which constitutes a standard condominium corporation.

CAUTION: THAT PORTION OF THE BUILDING SHOWN IN HATCHED OUTLINE ON THIS PLAN SHEET 1 OF THE DESCRIPTION ENCROACHES UPON THE ADJOINING LANDS AND IS NOT GOVERNED BY THE CONDOMINIUM ACT, 1998 AND IS THE SUBJECT OF AN ENCROACHMENT AGREEMENT REGISTERED AS INSTRUMENT NO. AT2050578.

CAUTION: THAT PORTION OF THE BUILDING SHOWN IN HATCHED OUTLINE ON THIS PLAN SHEET 1 OF THE DESCRIPTION ENCROACHES UPON THE ADJOINING LANDS AND IS NOT GOVERNED BY THE CONDOMINIUM ACT, 1998 AND IS THE SUBJECT OF AN ENCROACHMENT AGREEMENT REGISTERED AS INSTRUMENT NO. AT2050578.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I
INTRODUCTORY

1.1 Definitions

The terms used in this Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "**Banquet Premises**" means the banquet facilities premises comprising portions of the common elements of the Condominium as described under the Banquet Premises License Agreement;
- (b) "**Banquet Premises License Agreement**" means the agreement entered into or to be entered into between the Corporation and the Owner of the Restaurant/Bar Units, as the same may be amended from time to time, in respect to the exclusive provision of food and beverage service to the Banquet Premises in the Corporation;
- (c) "**Board**" means the Corporation's Board of Directors;
- (d) "**Building**" means the high-rise building containing the Condominium and the Residential Component;
- (e) "**By-Laws**" means the by-laws of the Corporation enacted from time to time;
- (f) "**Common Elements**" means all the Property except the Units;
- (g) "**Communications Control Appurtenants**" has the meaning set forth in Section 1.5(c);
- (h) "**Communications Control Units**" means Units 4, 5 and 6 on Level B, more particularly described in Section 1.5(e);

- (i) **“Components of the Project”** means the following:
 - (i) the Condominium; and
 - (ii) the Residential Component.
- (j) **“Coordination Agreement”** means the agreement entered into or to be entered into among the Condominium, the Residential Condominium, the Hotel Operator and the Owners of each of the Spa Unit, the Restaurant/Bar Units and the Communications Control Units and certain other Units, as the same is amended from time to time, which will govern various operations within and from such Units and the Condominium, which agreement will be in effect so long as Trump Toronto Hotel Management Corp. acts as the manager of the Condominium pursuant to the Hotel Management Agreement;
- (k) **“Condominium”** or **“Corporation”** means the condominium corporation created by the registration of this Declaration and the Description;
- (l) **“Declarant Parking Units”** means, collectively, Units 1 to 7, inclusive, Level 2, and Units 16, 17 and 18, Level 3 and including, without limitation, any related storage areas adjacent to and forming part of such Units;
- (m) **“Governmental Authorities”** means the City of Toronto and all other governmental authorities or agencies having jurisdiction over the Property;
- (n) **“Hotel Management Agreement”** has the meaning set forth in Section 1.10;
- (o) **“Hotel Operator”** means Trump Toronto Hotel Management Corp. or any other management company, its successors in interest or assigns, engaged by the Corporation to manage the day-to-day operations of the Condominium and perform such other functions as may be specified in the management agreement between the Corporation and the Hotel Operator and under the Reciprocal Agreement;
- (p) **“Hotel Unit Expenses”** means the proposed or actual expenses arising from the use, occupancy and maintenance of a Hotel Unit or from services provided to a Hotel Unit or to the Owner of a Hotel Unit, payable by such Owner, and as established and charged, pursuant to the Hotel Unit Maintenance Agreement, which Hotel Unit Expenses are distinct from and in addition to the common expenses of the Corporation;
- (q) **“Hotel Unit Maintenance Agreement”** means the agreement that each Owner of a Hotel Unit must enter into with the Hotel Operator (and to which each Owner of a Hotel Unit must remain a party) for so long as such Owner owns a Hotel Unit in the Corporation, in the then-current form promulgated from time to time by the Hotel Operator and pursuant thereto the agreement which establishes the terms and conditions for the participation of an Owner of a Hotel Unit and the Hotel Unit in the Hotel Unit Maintenance Program and the services which will be provided to the Owner of a Hotel Unit by the Hotel Operator, as the same may be amended from time to time;
- (r) **“Hotel Unit Maintenance Program”** means the mandatory program pursuant to which the Hotel Operator provides certain services (including, without limitation, reception desk staffing, lobby staffing, security services, marketing services, tax filing and processing services, financial administration and accounting services, housekeeping services, inspection, repair and maintenance services, valet services and other services), all as more particularly described in the Hotel Unit Maintenance Agreement between each Owner of a Hotel Unit and the Hotel Operator;
- (s) **“Hotel Units”** means, collectively, Units 1 to 15, inclusive, on Levels 11 to 21, inclusive, Units 1 to 13, inclusive, on Levels 22 to 28, inclusive, and Units 1 to 5, inclusive, on Level 29;
- (t) **“License Agreement”** means the Hotel License Agreement between the Licensor and the Corporation, as the same may be amended from time to time;
- (u) **“Licensed Marks”** has the meaning set forth in Section 1.10;
- (v) **“Licensor”** means Trump Marks Toronto LP, its successors and assigns;
- (w) **“Office Unit”** means Unit 1 on Level 8;

- (x) **“Operating Standard”** is the minimum standard of quality and luxury with which the Corporation, the Owners and all lessees and other occupants of the Building and the Units are required to comply, as prescribed by the License Agreement and the Hotel Management Agreement or, if such agreements are no longer in force and effect, the minimum standard of quality and luxury established by any successor Hotel Operator;
- (y) **“Owner”** means the purchaser of a Unit that has obtained interim occupancy thereof in accordance with the provisions of Section 80(4) of the Act or the owner or owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (z) **“Parking Units”** means, collectively, Unit 8, Level 1, Units 8 and 9, Level 2, Units 3, 5 to 15, inclusive, and 19 to 21, inclusive, Level 3, Units 1 to 25, inclusive, Level 4, Units 1 to 25, inclusive, Level 5, Units 1 to 25, inclusive, Level 6, and Units 1 to 27, inclusive, Level 7;
- (aa) **“Project”** means the comprehensive mixed-use residential condominium and hotel and related facilities to be constructed and operated thereafter on the Property;
- (bb) **“Proportionate Shared Unit Interest”** means the respective ownership share by each of the Condominium and the Residential Condominium in the Service Units, as determined in accordance with this Declaration and the Reciprocal Agreement;
- (cc) **“Reciprocal Agreement”** means the mutual easement and cost sharing agreement governing the use and sharing of costs of certain services and facilities between the Condominium, the Residential Condominium and the Hotel Operator, as the same may be amended from time to time;
- (dd) **“Reference Plan”** means Plan 66R-25889;
- (ee) **“Reservation Agreement”** means the agreement (in the then-current form promulgated by the Hotel Operator from time to time) pursuant to which any Owner of a Hotel Unit who elects, in such Owner’s sole discretion, to enter into such agreement, is provided with certain reservation services provided by the Hotel Operator in connection with the Reservation Program, as the same may be amended from time to time;
- (ff) **“Reservation Program”** means the voluntary program providing certain reservation services to Owners of Hotel Units who have enrolled their Hotel Unit in the Reservation Program which occurs when an Owner of a Hotel Unit executes and enters into the Reservation Agreement with the Hotel Operator, all as more particularly described in the Reservation Agreement;
- (gg) **“Residential Component”** means that portion of the Building which comprises the ground floor of the Building, other than that portion which comprises part of the Condominium, and the 32nd through 59th floors of the Building, all of which are designated as Parts 5, 6, 7, 8 and 15 on the Reference Plan;
- (hh) **“Residential Condominium”** means the condominium corporation to be created under the Act in respect of the Residential Component;
- (ii) **“Restaurant/Bar Units”** means, collectively, Unit 7, Level B, Unit 1, Level 1, Unit 1, Level 9, Unit 1, Level 10 and Unit 2, Level 30;
- (jj) **“Rules”** means the rules as promulgated by the Condominium, as the same may be amended from time to time;
- (kk) **“Service Units”** means, collectively, Unit 1, Level B Mechanical/Electrical Room Unit) and Unit 2, Level B (being Mechanical Room Unit), Unit 3, Level B (being a Garbage Room Unit), Unit 1, Level A (being a Garbage Room Unit), Unit 2, Level A (being a Truck Access and Turnaround Unit), Unit 3, Level A (being a Loading Area Unit), Unit 2, Level 1 (being a Fire Control Unit), Unit 3, Level 1 (being an Interior Roadway Unit), Unit 12, Level 2 (being a Loading Area Unit), Units 1, 2 and 4, Level 3 (being Loading Area Units), and Unit 1, Level 32 (being a Mechanical Room Unit), together with similar type units designated or to be designated as units within the Residential Component to be ultimately shared and used by the Components of the Project for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary system(s) serving all or various parts of the Components of the Project, including, without limitation, the Shared Facilities, in accordance with this Declaration and the Reciprocal Agreement,

together with all other mechanical and/or electrical rooms hereafter situate in the Components of the Project (and ultimately utilized as separate units) housing or enclosing any mechanical or electrical fixtures or equipment (and any appurtenances thereto) utilized in connection with the operation and/or maintenance of any or all of the Shared Facilities;

- (ll) **“Shared Facilities”** means the Service Units and any servicing pipes, wires, cables, conduits and systems serving or benefitting the Units and/or Common Elements (or any number or portions thereof) and the Residential Component, and all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to the Components of the Project, and shall also include those areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Reciprocal Agreement, including, without limitation garbage and refuse facilities (excluding, however, in all cases, the Communications Control Appurtenants and any such items which service one or the other Components of the Project exclusively);
- (mm) **“Shared Facilities Costs”** means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in the Reciprocal Agreement and shall include, without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities, including, without limitation,, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expenses and assessments attributable to the Shared Facilities (or any portion thereof);
- (nn) **“Spa Access and Operations Agreement”** means the agreement entered into or to be entered into between the Corporation and the Owner of the Spa Unit, as the same may be amended from time to time, in respect to the right of hotel guests and occupants to use certain facilities within the Spa Unit;
- (oo) **“Spa Unit”** means Unit 1, Level 30;
- (pp) **“Storage Units”** means, collectively, Units 26, Levels 4, 5 and 6 and Unit 28, Level 7 and Units 2, 3 and 4, Level 10;
- (qq) **“Units”** means, collectively, the Hotel Units, the Communications Control Units, the Parking Units, the Valet Lay-By Units, the Declarant Parking Units, the Spa Unit, the Restaurant/Bar Units, the Office Unit, the Storage Units, the Vitrine Units and the Service Units;
- (rr) **“Valet Lay-By Units”** means Units 10 and 11, Level 2; and
- (ss) **“Vitrine Units”** means Units 4 to 7, inclusive, Level 1.

1.2 Act Governs the Lands

The Lands described in Schedule “A” annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3 Standard Condominium

The registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule “B” attached hereto.

1.5 Boundaries of Units and Monuments

It is expressly stipulated and declared that the following items, matters or things are included in or excluded from (as the case may be) each of the Units described below, namely:

(a) Restaurant/Bar Units, Hotel Units, Office Unit, Storage Units and Spa Unit

- (i) Each Restaurant/Bar Unit, Hotel Unit, Office Unit, Storage Unit and the Spa Unit shall include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply any service to that particular Unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and shall specifically include:
- A. The complete individual mechanical heating and cooling system and the branch piping extending to the common pipe risers servicing the said Unit;
 - B. All tanks, canisters, coolers, electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular Unit only, regardless of whether same are installed or located within or beyond the boundaries of said Unit; and
 - C. Any branch piping extending to the common pipe risers, but excluding only the common pipe risers.

(ii) Notwithstanding Section 1.5(i), each Restaurant/Bar Unit, Hotel Unit, Office Unit, Storage Unit and the Spa Unit shall exclude:

- A. All concrete, concrete block or masonry portions of load bearing walls or columns located within such Unit;
- B. All pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus that supply any services to more than one Unit or to the Common Elements, or that may lie within the boundaries of such Unit but which do not service that particular Unit;
- C. All the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system within the Building;
- D. All exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes); and
- E. Any Communications Control Appurtenants.

(b) Service Units

- (i) Each Service Unit shall include all the equipment, housing and material that the Unit is comprised of, as well as any wire, cable or conduit emanating from such Unit that provides power or service to it and shall include, without limitation, any equipment, pipe, duct, shaft, wire, cable and conduit contained within or emanating from such Unit and extending beyond the boundaries of the Unit to and into the Common Elements and other Units throughout the Building. Each Service Unit shall also include any branch conduits extending to and including the riser conduits and all junction or pull boxes, together with any wire, cable, receptacle, port, jack, electrical grounding apparatus and all other mechanical or similar apparatus and equipment leading or emanating from or otherwise connected to such Unit that may now or hereafter be used in connection with the supply of the service for which the Unit was designed.
- (ii) Notwithstanding Section 1.5(b)(i), each Service Unit shall exclude any Communications Control Appurtenants and, without limiting the aforementioned, all equipment or apparatus, including any fire hose cabinet and attachment, sprinkler, light fixture, air-conditioning or heating equipment and control that provides service to the Common Elements or Units for which it is not specifically designed, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) that may be located within such Unit.

(c) Vitrine Units

The Vitrine Units shall include only the housing and material that the Unit is comprised of, as well as any wire, cable or conduit emanating from such Unit, other than any Communications Control Appurtenants, if applicable thereto, that provides power or service to it.

(d) Valet Lay-By Units, Parking Units and Declarant Parking Units

Each Valet Lay-By Unit, Parking Unit and Declarant Parking Unit shall exclude all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls that provides any service to the Common Elements or Units for which it is not specifically designed, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within such Unit.

(e) Communications Control Units

The Communications Control Units shall include all cellular relay amplifiers/distributed antenna systems, with related coaxial cables, antennas (including distribution antenna systems) and fibre optic cables, regardless of whether such equipment, wires, cables, conduits, ducts and apparatus are situate within the boundaries of such Units, and further, without limitation, any wire, cable and conduit emanating from the Communications Control Units and extending beyond the boundaries of such Units throughout the Building (including units in the Residential Component) and ultimately leading to the other Units in the Condominium, including the branch conduits extending and including the riser conduits and all junction or pull boxes, together with all wires, cables, cable receptacles, ports, jacks, electrical grounding apparatus and all other mechanical or similar apparatus and equipment leading or emanating from or otherwise connected to the Communications Control Units that may now or hereafter be used in connection with the supply of cable television, telephone, data, internet, radio, wireless and/or any other telecommunication services heretofore or hereafter provided to any Units and/or to any part of the Common Elements, regardless of whether any or all of such wires, cables, receptacles, ports, jacks, apparatus and/or equipment are situate within or beyond the boundaries of the Communications Control Units, and shall also include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply any service and/or utility or that facilitates the supply of any service and/or utility exclusively to the Communications Control Units, regardless of whether such pipes, wires, cables, conduits, ducts and apparatus are situate within or beyond the boundaries of the Communications Control Units. Without limiting the foregoing and for greater certainty, the Communications Control Units shall additionally include all telecommunications main equipment rooms, incumbent local exchange carrier equipment rooms, telecommunications terminal equipment rooms, telecommunications entrance facilities, intermediate distribution frames (IDF), telecommunications rooms, telecommunications closets, distribution boxes, suite communications boxes, wireless access points for local area networks, wireless access points, private branch exchange telephone systems, wired data network active equipment such as switches, routers, firewalls, servers, access controllers and associated power supply units and power distribution to service all the foregoing (all of which is herein collectively referred to as the "Communications Control Appurtenants").

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant-in-common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall contribute to the common expenses in the proportion set forth opposite each Unit number in Schedules "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to common expenses shall each be one hundred percent (100%).

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service is 325 Bay Street, Toronto, Ontario M5H 4G4, or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address is 325 Bay Street, Toronto, Ontario M5H 4G4. The Corporation's municipal address is 325 Bay Street, Toronto, Ontario M5H 4G4.

1.8 Approval Authority Requirements

The following conditions have been imposed by the approval authority to be included in this Declaration:

- (a) That notwithstanding that use of the water and sewer service, including the Mechanical Room Unit(s), if applicable serving the Project and the charges for such use are shared between the Components of the Project (the “**Shared Water and Sewer Use**”), the Condominium shall be directly responsible for the payment of all charges to the City of Toronto for the Shared Water and Sewer Use, the charges for which shall then be allocated and adjusted by the Condominium and the Residential Condominium under the Reciprocal Agreement to be entered into between the Condominium and the Residential Condominium and to be registered on title to the Property and it shall be a duty and obligation of the Condominium to comply with the foregoing.
- (b) The Declarant shall create all necessary easements in favour of the Lands including for purposes of pedestrian and vehicular ingress and egress, including for materials and equipment, for repair and maintenance, including maintenance and repair of cladding, exterior building walls, wall assembly, insulation, sealant, curtain wall, windows, concrete and waterproofing membrane, frames, and other decorative features, for the operation of window washing equipment and for other similar purposes over portions of the adjacent fee simple lands owned by SP Nominee Inc. and the leasehold lands owned by SPI Nominee Inc. (collectively the “**Bank Lands**”) and the consent of the SP Nominee Inc. and SPI Nominee Inc. shall be included as schedules to this Declaration. (Refer to Schedule “A” and to Schedule “N” to this Declaration for further details).
- (c) The Declarant shall create all necessary easements in favour of the Bank Lands over portions of the Lands, including for purposes of pedestrian and vehicular ingress and egress, including for materials and equipment, for repair and maintenance, for construction and reconstruction including maintenance, repair construction and reconstruction of existing and/or future support systems or features, for general support purposes and for other similar purposes. (Refer to Schedule “A” to this Declaration for further details).
- (d) Vehicular access (ingress and egress) from Bay Street to the loading facilities shall not be permitted within the hours commencing at 7 a.m. and ending at 7:00 p.m. daily. However, both ingress and egress from Bay Street to the loading facilities is permitted between 7:00 a.m. and 7:00 p.m. daily, for a period of 180 days commencing on the date of actual occupancy of the first residential dwelling unit in the Residential Condominium provided that any vehicle actually using the access driveway at such time during this period is supervised by a police officer at the owner’s expense.

1.9 Architect/Engineer Certificates

The certificate(s) of the Declarant’s architect(s) and/or engineer(s) confirming that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule “G” attached hereto.

1.10 Licensed Marks

The trade-marks “Trump International Hotel & Tower” and “Trump International Hotel & Tower, Toronto” (the “**Licensed Marks**”) will be licensed by the Licensor to the Corporation to identify the Project pursuant to the License Agreement. Owners have not been granted an individual license to use the Licensed Marks, and Owners shall be limited to use of the Licensed Marks solely to identify the address of their Units in the Building. No Owner may use the Licensed Marks, or any promotional photographs, marketing brochures or any other proprietary materials bearing any of the Licensed Marks in connection with the rental, sale or any other use of the Unit. In the event that the License Agreement expires or terminates for any reason, all use of the Licensed Marks and logos related thereto shall cease and all indicia or connection between the Project and Donald J. Trump or the Licensor, including and all signs or other materials bearing any of the Licensed Marks or such logos shall be removed from the Project. In the event that any Hotel Management Agreement between Trump Toronto Hotel Management Corp., as hotel operator, and the Corporation (as amended or amended and restated from time to time, the “**Hotel Management Agreement**”) expires or terminates for any reason (in circumstances where such agreement is not immediately replaced with another hotel management agreement between Trump Toronto Hotel Management Corp., as hotel operator, and the Corporation), the Licensor shall have the right to terminate the License Agreement in its sole discretion.

ARTICLE II
COMMON EXPENSES

2.1 Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and, without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-Laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, the By-Laws or the Rules by any Owner, or by members of his or her family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such Owner and may be recovered by the Corporation, or the Hotel Operator as agent for the Corporation, against such Owner in the same manner as common expenses.

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners as part of their contribution towards the common expenses all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements, including, without limitation, all furniture, fixtures and equipment used in connection with the operation of the Common Elements, and assets of the Corporation, all in accordance with provisions of the Act.
- (b) No part of any reserve fund shall be used except for the purpose for which the fund was established. The reserve fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owners except on termination of the Corporation in accordance with the provisions of the Act.
- (c) For the purposes of the Act, this Declaration and/or the Reciprocal Agreement, any and all portions of the Shared Facilities not comprising part of the Description shall be deemed to be an "asset" of the Corporation for the purposes of utilizing any of its reserve fund(s) in connection with the Corporation's responsibility to share the costs of repairing and/or replacing the Shared Facilities with the Residential Component.

2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Board may authorize the inspection of a Unit prior to the issuance of a status certificate to determine whether the Unit is in compliance with the Act, this Declaration, the By-laws, the Rules and any applicable agreements. All costs relating to such inspection shall be at the requesting party's expense. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant, including any costs relating to any inspection of any Unit(s) in connection therewith.

ARTICLE III
COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and the Rules and any license of any areas comprising the Common Elements to any other Owner or person, each Owner has the

full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements that:

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-Laws or the Rules;
- (b) is likely to damage the property of the Condominium, injure any person or impair the structural integrity of any Unit or area of the Common Elements;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, the By-Laws and/or the Rules.

3.2 Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-Laws and the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to the Service Units and to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board from time to time; provided that nothing herein shall prevent the Owners of the Restaurant/ Bar Units, the Spa Unit, the Office Unit, the Vitrine Units, the Storage Units, the Communications Control Units and the Declarant Parking Units from time to time to access and use of loading areas, and other Service Units in connection with the ownership, use and/or operation of such Units and further, without limiting anything contained herein, the Owner of the Restaurant/Bar Units and Spa Unit (and their operators and agents) shall not be prohibited from using the laundry facilities and garbage/recycling areas servicing the Condominium in connection with the operation and use of such Units, at such Owner's expense.
- (b) Save for the Owners of the Communications Control Units no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses any mechanical equipment, the elevator shafts, the stairwells, the catwalks and/or the fresh air ducts; provided, however and notwithstanding anything contained herein, the Owner of the Restaurant/Bar Units and/or the Owner of the Spa Unit shall have the right to place and affix signs within certain areas subject to the terms of the Coordination Agreement.

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without having entered into an agreement to allow for same with the Corporation and otherwise having obtained the prior written approval of the Board.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with the provisions of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds percent (66 $\frac{2}{3}$ %) of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance the provisions of the Act.

3.5 Declarant Rights

Notwithstanding anything provided in this Declaration, the By-Laws or the Rules to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant (and its successors and assigns) and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to the Project, including the Residential Component, from time to time;
- (b) the Declarant (and its successors and assigns) and its authorized agents or representatives shall, acting reasonably and so as not to materially impact on the operations of the Corporation, be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, within any unsold Hotel Units, at such reasonable locations and having such reasonable dimensions as the Declarant may determine in its sole discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and
- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant (and its successors and assigns) and its authorized agents, representative and/or invitees to or from the Common Elements.

3.6 Pets

Subject to the terms of the declaration of the Residential Component, no animal, livestock or fowl, including, without limitation, any household domestic pets of Owners of Hotel Units or guests occupying Hotel Units are permitted to be in or about the Common Elements or the Hotel Units.

ARTICLE IV

UNITS

4.1 General Use

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) No Unit shall be occupied or used by an Owner or anyone else in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements or the Residential Component) or in a manner that will impair the structural integrity, either patently or latently, of the Building, Units and/or Common Elements and/or the Residential Component, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration or in the Reciprocal Agreement, or that

may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-Laws and/or any agreement authorized by the By-Laws, including the Reciprocal Agreement. If the use made by an Owner of a Unit causes injury to any person or property or causes latent or patent damage to any Unit or to any part of the Common Elements or the other Component of the Project, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions of this subparagraph, and such Owner shall pay with his or her next monthly contribution towards the common expenses, after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such.

- (b) An Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, this Declaration, the By-Laws and the Rules and all agreements authorized by the By-Laws and the Rules, including, without limitation, the Reciprocal Agreement.
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Other than in connection with the laundry operations and use of Common Elements areas within Level B in connection therewith, no clothesline or similar device shall be allowed on any portion of the property, nor shall clothes or other laundry be hung anywhere on the Property.
- (d) Save and except for the Communications Control Units, no exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board consents in writing to the said antenna, aerial or satellite dish, which consent may be arbitrarily withheld.
- (e) No Owner of a Unit shall overload the electric wiring in the Building or overload the floors of any Unit.
- (f) No use of a Unit shall be conducted, maintained or permitted to the extent same is in violation of the uses permitted hereunder or under any applicable laws, statutes, codes, regulations or ordinances governing the Property from time to time.

4.2 Hotel Units

- (a) Each Hotel Unit (or any two or more adjoining Hotel Units used together) shall be used for short-term transient hotel occupancy or for longer-term occupancy and furthermore, and notwithstanding anything to the contrary contained in this Declaration, the Owner of Hotel Unit 5 on Level 29 (Floor 30 of the Building) may, as ancillary or additional to its use of a Hotel Unit as herein provided, use such Hotel Unit for event/meeting space and any similar or related type uses, including on a commercial enterprise type basis as determined by the Owner thereof, provided that such uses are in accordance with the relevant zoning by-laws and other applicable regulations of the City of Toronto. A Hotel Unit may be made available to the public for rental when not occupied (or subject to reservations) by the Owner thereof or individuals designated by such Owner. Owners shall comply with all of the provisions of this Declaration, the By-Laws and the Rules with respect to operation of their Units.
- (b) Owners of a Hotel Unit, including any purchasers or assignees thereof, shall be required to enter into a Hotel Unit Maintenance Agreement with the Hotel Operator (in the form then in use by the Hotel Operator). The Corporation will ensure that all Owners of Hotel Units and assignees thereof enter into and deliver to the Hotel Operator the Hotel Unit Maintenance Agreement upon or prior to such person or entity taking possession of a Hotel Unit. Any and all costs of enforcement of the foregoing shall be subject to collection against the Owner in the same manner as common expenses and all other payment

obligations of the Owner under this Declaration and otherwise. Each such Owner shall be required to be a party to such Hotel Unit Maintenance Agreement for so long as such Owner owns a Hotel Unit, and no Owner shall have the right to opt out of receiving the services to be provided pursuant to the Hotel Unit Maintenance Agreement or the fees, costs or charges to be paid for such services. Each Owner of a Hotel Unit shall receive the services specified in the Hotel Unit Maintenance Agreement at the costs and upon the other terms and conditions set forth therein, and all costs to provide such services which are not included as part of the common expenses of the Condominium shall be paid by such Owner to the Hotel Operator as and when due pursuant to the terms and conditions of the Hotel Unit Maintenance Agreement.

- (c) Each Owner of a Hotel Unit shall have the right, but not the obligation, to enter into the Reservation Program by entering into a Reservation Agreement with the Hotel Operator pursuant to the terms set forth therein. There will be no charge for an Owner's initial entry into the Reservation Program, but an administrative fee will be charged each time an Owner withdraws from the Reservation Program or subsequently re-enters. So long as the Hotel Management Agreement remains in force and effect, each transient guest occupying a Hotel Unit shall be provided with and have access to all Mandatory Services (as defined in the Hotel Unit Maintenance Agreement) which the Hotel Operator provides, irrespective of whether or not such Hotel Unit participates in the Reservation Program. The costs for such services shall be borne as set forth in the Hotel Unit Maintenance Agreement, but, in no event, shall such costs be borne by the Licensor or the Hotel Operator or any of the Licensor's or the Hotel Operator's affiliates.
- (d) That part of the Common Elements separating any two or more adjoining Hotel Units which are owned by the same Owner, including, without limitation, walls separating such Hotel Units and hallways serving only such Hotel Units, may be altered or removed or made use of by such Hotel Units in order to afford ingress and egress to and from such adjoining Hotel Units; provided, however, that: (i) such alteration or removal shall be done in accordance with and subject to the terms and provisions of the Act; (ii) such alteration or removal shall not impair or weaken the structural integrity of any Hotel Unit or any portion of the Common Elements; (iii) the Owner of the Hotel Unit shall furnish to the Board not less than thirty (30) days prior to the date the Owner desires to commence such work all plans detailing the work to be done; (iv) the Board consents to the performance of such work and grants permission to the Owner to use such areas of the Common Elements; (v) the expense of such alterations shall be paid in full by the Owner making such alterations; and (vi) such Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Hotel Units cease to be used together; provided, however, that the foregoing subsections (iii) and (iv) shall not apply to the Declarant (and its successors and assigns) in connection with any Hotel Units remaining unsold as of the date of the registration of this Declaration.
- (e) In order to enhance the sound conditioning of the Building, the floor covering for all occupied Hotel Units shall meet the minimum standard as may be specified by the Rules; provided, however, that the floor covering existing in any Hotel Unit as of the date of this Declaration shall be deemed in compliance with the Rules.
- (f) No animal, livestock, reptiles or fowl, including, without limitation, any household domestic pets shall be raised, bred or kept in any Hotel Unit.
- (g) No Owner of a Hotel Unit shall operate machines, appliances, accessories or equipment in such manner as to cause, in the discretion of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the Hotel Operator, acting in accordance with the Board's direction. No Owner shall overload the floors of any Unit.
- (h) No noxious, unlawful or offensive activity shall be carried on in any Hotel Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants or which shall in the discretion of the Board cause unreasonable noise or disturbance to others.
- (i) No Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles, or any signage (including, without limitation, any "For Sale", "For Rent" or

similar signage, or any other signage), outside such Owner's Hotel Unit, or which may be visible from the outside of such Owner's Hotel Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the Rules and criteria established by the Hotel Operator), or paint or decorate or adorn the outside of such Hotel Unit, or install outside such Owner's Hotel Unit any canopy or awning, or outside radio or television antenna, dish or other receptive or transmitting device, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the Hotel Operator, acting in accordance with the Board's direction; provided, however, that the foregoing shall not apply to the Declarant (and its successors and assigns) so long as same is in conformity with the Operating Standard.

- (j) Any articles of personal property belonging to any Owner of a Hotel Unit, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles shall not be stored or kept in any area constituting part of the Common Elements.
- (k) During the period that the Declarant, or its respective agents, successors or assigns, are engaged in the marketing, sale or leasing of Hotel Units or the sale or leasing of any other portion of the Project, including, without limitation, the Residential Component, or performing work in or about the Building, the Declarant and its respective agents, employees, successors, assigns, contractors, subcontractors, brokers, licensees and invitees (and each of them) shall be entitled to: (i) have access, ingress and egress to and from the Building and the Common Elements and use such portion of the Building and the Common Elements as may be necessary or desirable in connection with such marketing, sales, leasing or performance of work; (ii) use or show one or more unsold Hotel Units or portion or portions of the Common Elements as a model suite (for sale or lease), sales office, construction or refurbishment office or administrative or management office or for such other purposes deemed necessary or desirable in connection with such construction, refurbishment, administration, marketing, sales or leasing or performing work in or about the Building; (iii) post and maintain such signs, banners and flags, or other advertising material in, on or about the Building and the Common Elements in such form as deemed desirable by the Declarant and as may be deemed necessary or desirable in connection with the marketing, sales, leasing or management of Hotel Units or the sales or leasing of any portion of the Project, or performing work in or about the Building or in connection with (i) and (ii) above; and (iv) complete or correct construction of, or make alterations of and additions and improvements to, the Units or the Common Elements in connection with any of the Declarant's activities in connection with the construction, promotion, marketing, sales or leasing of the Units or performing work in or about the Building.
- (l) Except as otherwise provided herein, each Owner of a Hotel Unit shall be responsible for, at his or her own expense, all costs and expenses associated with all of the following items, to be installed and maintained as provided in this Declaration or in the Hotel Unit Maintenance Agreement:
 - (i) All of the furnishing, decorating and equipping of such Owner's Hotel Unit in a manner suitable for luxury hotel accommodations, including furniture, decor items, dishes, glassware, utensils, cookware, colour television, clock, radio, drapes and other window treatments and decorative accessories (collectively, the "FF&E"). In order to maintain the Operating Standard, the quality of the decor, furniture, furnishings and maintenance of Hotel Units are subject to ongoing review by the Hotel Operator. Owners will not be permitted to vary, add to, remove or change the FF&E in a Hotel Unit. The FF&E shall be installed initially in each Hotel Unit by the Declarant in accordance with each Owner's Agreement of Purchase and Sale for the purchase of the Hotel Unit, and any existing or new FF&E must be replaced, repaired, refurbished or installed as deemed necessary by the Hotel Operator at the expense of the Owner of such Hotel Unit from time to time. In each instance that the Board or the Hotel Operator, as the case may be, makes a determination that the FF&E is in need of replacement (for purposes of replacing FF&E due to wear and tear, age or to perform general refurbishment or renovation of the Hotel Units), each Owner of a Hotel Unit will be required to participate in each such FF&E replacement program and to pay for such Owner's share of the costs of such FF&E replacement program, the costs for which will be assessed against each Hotel Unit based on either a unit-by-unit actual cost basis, a percentage interest basis, a square footage basis or such other reasonable cost allocation as the Board or the Hotel Operator, as the case may be, shall determine. The Hotel Operator may refuse to accept reservations for or rent a Hotel Unit which does not conform with the Operating Standard. If a Hotel Unit does not conform with the Operating Standard, and the Owner thereof does not perform the

work or purchase the items recommended or required by the Hotel Operator with reasonable promptness under the circumstances, the Hotel Operator may perform such work or purchase such items at the expense of such Owner. The Hotel Operator may also perform such work or purchase such items at the expense of the Owner owning such Hotel Unit without any prior notice to such Owner in the event of an emergency, or at any time if requested by any Owner for such Owner's Hotel Unit. The decision of the Board or the Hotel Operator, as the case may be, as it relates to compliance or non-compliance with the herein FF&E provisions shall be conclusive and binding on Owners. In the event of a dispute concerning the conformity of a Hotel Unit or its décor, adornment, furnishings or FF&E with the Operating Standard, the need for repair or replacement or the refusal to accept reservations, the decision of the Hotel Operator shall be binding upon all parties to the dispute. The Hotel Operator shall have the right to suspend a Hotel Unit from participation in the Reservation Program and to not accept reservations for Hotel Units not participating in the Reservation Program, in each case, in the event that sufficient funds to enable the Hotel Operator to maintain such Hotel Unit in conformity with the Operating Standard is not made available to the Hotel Operator by such Owner. Furthermore, and without limiting anything contained herein, the Hotel Operator may designate a Hotel Unit as "Out of Order" in certain circumstances, including, without limitation, failure by the Owner of the subject Hotel Unit to maintain such Hotel Unit in conformity with the Operating Standard.

- (ii) Subject to compliance with the obligations set forth above, the maintenance, repairs and replacements within an Owner's Hotel Unit, including all interior and exterior doors appurtenant thereto (including, without limitation, hallway doors), all screens, if any, and all internal installations or equipment serving such Hotel Unit, such as cooktops, microwave ovens, dishwashers, refrigerators and other kitchen appliances, if any, lighting fixtures and other electrical fixtures and plumbing and any portion of any other utility service facilities located within the Hotel Unit, shall be performed by the Hotel Operator at the expense of the Owner of such Hotel Unit, and such Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Hotel Operator, on behalf of and as agent of the Corporation, to collect the costs of such repairs, and all such sums of money shall bear interest at the rate prescribed in the Hotel Unit Maintenance Agreement. The Corporation may collect all such sums of money on behalf of the Hotel Operator in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof to the Owner. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.
- (m) In the event the Board or the Hotel Operator determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance, a nuisance and/or disruptive (regardless of whether that Hotel Unit is adjacent to or wherever situated in relation to the offending Hotel Unit), then the Owner of such Hotel Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board and the Hotel Operator. In the event the Owner of such Hotel Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action, and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable legal fees on a full indemnity basis.

4.3 Spa Unit

In accordance with the terms of the Spa Access and Operations Agreement, the Owner of the Spa Unit shall ensure that in connection with the operation and management of the Spa Unit guests of the Hotel and Owners of Hotel Units shall have the right to use the basic health club amenities within the Spa Unit (being the use of the swimming pool, sauna, exercise equipment and locker room facilities) without any supplemental charge; provided, however, that such use shall be subject to the terms and conditions of the Spa Access and Operations Agreement and such guidelines, requirements, rules and regulations as are promulgated from time to time by the Owner of the Spa Unit, the Hotel Operator or the operator of the Spa Unit, as the case may be; and further provided that such rights shall not include the free use of spa facilities or other supplemental amenities, the use of which shall be subject to such use fees and other charges imposed from time

to time by the Owner of the Spa Unit Owner and/or the operator of the Spa Unit, as the case may be. Pursuant to a similar type agreement to the Spa Access and Operations Agreement, residents of the Residential Condominium and their guests will also have use of the facilities within the Spa Unit. The Spa Unit will be operated and maintained by the Owner of the Spa Unit or a manager or operator engaged by the Owner of the Spa Unit. There shall be absolutely no restriction placed by the Corporation on the hours of operation of the Spa Unit. Without limiting the foregoing, it shall be a continuing duty of the Corporation in making Rules respecting the use of the Common Elements and Units pursuant to Section 58 of the Act to ensure that any Rules respecting the Spa Unit shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Spa Unit as set forth herein including the use of any signs forming part of any exclusive use areas of the Common Elements appurtenant to the Spa Unit which may be used and occupied by the Owner of the Spa Unit for the purposes of installing signs of size, shape and display, including without limitation illuminated signs as determined by such Owner, provided, however, that any such use shall be permitted by, and in conformity with, the provisions of all applicable zoning and building laws and regulations of any municipal or other governmental authority or agency having jurisdiction. Furthermore, the Owner of the Spa Unit (together with such Owner's respective workmen, servants and agents) shall at all times have the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the Common Elements required to obtain full and complete access to such signs, together with the right to install all such cables and other equipment as may be necessary or desirable for the effective use and maintenance of such signs, as well as the right to install all such wires, cables, equipment and appurtenances thereto through the Common Elements (and to connect same to the Building's power supply for use in connection with such signage). It shall also be a continuing duty and obligation of the Corporation to comply with the terms of the Spa Access and Operations Agreement, including, without limitation, the Corporation's payment of the access fee payable thereunder.

So long as the License Agreement is in effect, the Owner of the Spa Unit shall ensure that the Spa Unit contains the necessary furniture, fixtures and equipment and is operated in conformity with the Operating Standard and, in addition thereto, shall be required to provide spa and other services to the Condominium in conformity with the Operating Standard.

4.4 Restaurant/Bar Units

The Owner(s) of the Restaurant/Bar Units shall have the right to use the Restaurant/Bar Units as a first-class restaurant and bar and related operations, which will be open to the general public but which will also serve as a restaurant and food and beverage facility to provide room service to the Condominium and to residents within the Residential Component, to provide exclusive catering service for functions within or offered within the Hotel to operate and manage and provide exclusive food and beverage services to the banquet and meeting facilities in the Hotel, the use of all of the foregoing by Owners of Units must be paid for by such Owners established by the Owner(s) of the Restaurant/Bar Units from time to time for such use and food and beverage services, and to operate and manage and provide exclusive food and beverage services to the cafeteria in the Hotel, including breakfast, lunch, dinner and overnight meals to be served to hotel personnel and others as required by the Hotel Operator, all of which shall also be in accordance with the terms of the Coordination Agreement while in effect. For greater certainty, there shall be no other provider of food and beverage service in contravention of the foregoing unless otherwise approved by the Owner(s) of the Restaurant/Bar Unit. There shall be absolutely no restriction placed by the Corporation on the hours of operation of the Restaurant/Bar Units. Without limiting the foregoing, it shall be a continuing duty of the Corporation in making Rules respecting the use of the Common Elements and Units pursuant to Section 58 of the Act to ensure that any Rules respecting the Restaurant/ Bar Units shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Restaurant/Bar Units as set forth herein, including the use of any signs forming part of any exclusive use areas of the Common Elements appurtenant to the Restaurant/Bar Units which may be used and occupied by the Owner(s) of the Restaurant/Bar Units for the purposes of installing signs of size, shape and display, including without limitation illuminated signs as determined by the Owner(s), provided, however, that any such use shall be permitted by, and in conformity with, the provisions of all applicable zoning and building laws and regulations of any municipal or other governmental authority or agency having jurisdiction. Furthermore, the Owner(s) of the Restaurant/Bar Units (together with such Owner's respective workmen, servants and agents) shall at all times have the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the Common Elements required to obtain full and complete access to such signs, together with the right to install all such cables and other equipment as may be necessary or desirable for the effective use and maintenance of such signs, as well as the right to install all such wires, cables, equipment and appurtenances thereto through the Common Elements (and to connect same to the Building's power supply for use in connection with such signage).

It shall also be a continuing duty and obligation of the Corporation to comply with the terms of the Banquet Premises License Agreement.

Notwithstanding the foregoing, but subject to the terms of the Coordination Agreement, nothing shall prevent the Owner(s) of the Restaurant/Bar Units from changing the use of the area comprising the Restaurant/Bar Units for other purposes provided such uses are in accordance with those uses allowed under the relevant laws of the City of Toronto enacted and in force from time to time.

So long as the License Agreement is in effect, the Owner(s) of the Restaurant/Bar Units shall ensure that the Restaurant/Bar Units contain the necessary furniture, fixtures and equipment and are operated in conformity with the Operating Standard and, in addition thereto, shall be required to provide food and beverage services to the Condominium in conformity with the Operating Standard.

4.5 Parking Units

The Owner of the Parking Units shall have the right to use the Parking Units for commercial parking purposes, similar in all respects to the operation and management of a typical commercial public parking facility and such use and operation shall include the entering into of short term or long term leases to provide valet parking for hotel guests to the Condominium and to residents in the Residential Component and the guests of such residents on a priority space available basis. Users of the Parking Units shall, subject to the requirements of the Owner of the Parking Units be obligated to pay the prescribed daily or hourly rate as determined by the Owner of the Parking Units for use of the Parking Units. Users of the Parking Units shall not be permitted to park their respective motor vehicles personally but shall be required to utilize the valet parking services provided by the Owner of the Parking Units.

4.6 Valet Lay-By Units

The Owner of the Valet Lay-By Units shall have the right to use the Valet Lay-By Units for the short term parking of motor vehicles in connection with and related to the parking of motor vehicles within the parking structure located within the Building and any other ancillary purposes relating to the provision of valet services to the Condominium and the Residential Component.

4.7 Storage Units

The Owner of the Storage Units shall have the right to use such Units for the storage of any and all non-hazardous materials and such other items that do not violate any applicable law, statute, regulation or term or provision of this Declaration, the By-Laws or the Rules. Without limiting the foregoing, it shall be a continuing duty of the Corporation in making Rules respecting the use of the Common Elements and Units pursuant to Section 58 of the Act to ensure that any Rules respecting the Storage Units shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Storage Units as set forth herein.

4.8 Communications Control Units

(a) The Communications Control Units shall be used and occupied by the Owner(s) of such Units and/or its agents, operating lessees, invitees, licensees, representatives and/or contractors for the purposes of broadcasting, distributing, transmitting, receiving and retransmitting radio, telephone, television, microwave, wireless, radio data, paging and/or satellite transmissions, signals or other similar forms of communication and/or for any similar or ancillary purposes thereto, including, without limitation, any security control operations, to any person, company, organization or other entity, or any business, property, building or improvement related thereto and wherever located for the purposes of broadcasting, distributing, transmitting, receiving and retransmitting radio, telephone, television, microwave, radio data, paging and/or satellite transmissions, signals or other similar forms of communication (collectively, the "Telecommunication Services"). The Owner(s) of the Communications Control Units (together with its agents, tenants, invitees, licensees, representatives and contractors) shall at all times have the right:

- (i) of ingress and egress from, and the right to pass or traverse over and upon, those portions of the Common Elements and, subject to coordinating any required access with the Hotel Operator, the Owner(s) of the Communication Control Units together with its agents, tenants, invitees, licensees, representatives and

contractors shall have the right to enter any Unit, including any Hotel Units as may be required in order to obtain full and complete access to the Communications Control Units and/or to any of the Communication Equipment (as hereinafter defined);

- (ii) to install upon or within the Communications Control Units and/or the Common Elements appurtenant or necessary thereto, including portions of the roof, all such transmission towers, antennae, microwave dishes, satellite dishes and transmission lines, conduits, wires, antennae, supporting wires and cables, anchoring systems, mechanical fasteners, electrical transformers, structural frames and all such other wires, cables, conduits, equipment, installations and/or appurtenances and/or other Communications Control Appurtenances (collectively, the "Communication Equipment") as may be necessary or desirable for the effective use, operation and/or maintenance of the Communications Control Units and the Common Elements appurtenant thereto; and
 - (iii) to install the Communication Equipment through, over, along, upon and in the Common Elements (and to connect same to the Building's electrical and mechanical services) as may be necessary or desirable in order to facilitate the Telecommunication Services, including, without limitation, the right to puncture, protrude, suspend, affix, anchor, encroach upon or construct anything within the Communications Control Units and/or the Common Elements appurtenant thereto (provided all of the foregoing rights are exercised in a manner consistent with the Operating Standard) for the purposes of enabling or facilitating the installation and operation of the Communication Equipment and/or enhancing the operation and use of the Communications Control Units, the Communication Equipment and/or the Common Elements appurtenant to the Communications Control Units.
- (b) Hydro electric service consumed or utilized by any person, firm, corporation or other entity who may be retained, appointed or otherwise granted the right by the Owner(s) of the Communications Control Units to use the Communications Control Units to supply a service to any person, company, organization or other entity, or any business, property, building or improvement related thereto and wherever located (herein referred to as a "Supplier") shall each be entitled to utilize a 15 amp hydro service in order to provide such service and any charges or any cost of the hydro consumed under or by each such 15 amp service for each such Supplier shall form part of the common expenses of the Corporation. Any hydro consumption or usage by any Supplier in excess of the said 15 amp service (the "Excess Hydro Consumption") shall, if required by the Corporation, be check metered by one or more check meters and read on a monthly basis, or read on such other time period basis as the Corporation may require. In connection with such readings, the Corporation shall submit an invoice with respect to any Excess Hydro Consumption consumed or utilized by each such Supplier to the Owner(s) of the Communications Control Units (or to such other party or parties as said Owner(s) may direct the Corporation), who shall be responsible for the cost of any such Excess Hydro Consumption for the service or services supplied by each such Supplier, the payment or reimbursement of which shall be made within forty-five (45) days of the date of such invoice. Notwithstanding anything contained herein, in the event that for any reason the hydro service requirements of any Supplier change or is changed as a result of any changes in technology or as a result of service demands from within the Corporation, the Owner(s) of the Communications Control Units shall not be obligated nor responsible for any costs or charges in connection therewith. It is understood and agreed that the cost of any consumption of hydro electric service arising from the use or operation of the Communications Control Units for any service which is supplied to the Corporation and/or the Owners of Hotel Units shall not be borne by the Owner(s) of the Communications Control Units whatsoever, but, subject to the terms of this Declaration, shall form part of the common expenses of the Corporation. It is further understood and agreed that the Owner of the Communications Control Units shall be solely responsible for the installation, maintenance and repair of any check meters which are installed in connection with the foregoing. Without limiting the foregoing, it shall be a continuing duty of the Corporation in making Rules respecting the use of the Common Elements and Units pursuant to Section 58 of the Act to ensure that any Rules respecting the Communications Control Units shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Communications Control Units as set forth herein.

4.9 Service Units

- (a) The Service Units shall be used only for the purpose of housing the respective servicing installations, utility systems, storm or sanitary systems, telephone systems, cable television systems, computer monitoring equipment and systems, municipal and/or private hydro meters, transformers, generators, municipal and/or private water meters and gas meters, sump pump, fire protection and sprinklers systems and enunciator panel and various other mechanical, electrical, electronic and/or computer systems and equipment contained therein, including, without limitation, heating and air conditioning equipment, together with any ancillary equipment or supplies appurtenant thereto servicing and benefitting the Condominium and the Residential Component and for the purpose of operating, maintaining and repairing such installations systems and equipment, and garbage/recycling collection services. The Service Units shall ultimately be shared and used by the Condominium and the Residential Component in connection with the maintenance and operation of the Shared Facilities and access thereto shall be restricted to the authorized agents, representatives, servants, employees and tradesmen of the Declarant and/or the authorized agents, representatives, servants, employees and tradesmen of the Condominium or the Residential Condominium.
- (b) Ownership of the Service Units shall ultimately be shared between the Condominium and the Residential Condominium as tenants-in-common, as set out in the Reciprocal Agreement.
- (c) The actual transfer of ownership of the Service Units by the Declarant to the Condominium and to the Residential Condominium shall occur within one hundred and twenty (120) days after the date the last Component of the Project has been registered by the Declarant or as soon as possible thereafter.
- (d) Once ownership of the Service Units has been transferred to the Condominium and to the Residential Condominium by the Declarant as aforesaid, any further sale, transfer, mortgage, charge, encumbrances or other conveyance of the whole or any portion of the Service Units (including any sale, transfer, mortgage, charge, encumbrance or other conveyance of the beneficial ownership or interest in the Service Units) shall require (in addition to any other approvals which may be required pursuant to the provisions of the Act, this Declaration and/or the Reciprocal Agreement) the prior written consent of the other co-tenant(s) of the Service Units(s) purported to be so sold, transferred, mortgaged, charged or encumbered, together with the prior approval of two-thirds of the Owners if the Condominium is purporting to so sell, transfer, mortgage, charge or encumber its interest in the Service Unit(s) (with such Owners' approvals being procured from Owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval). In addition, every new owner, mortgagee, chargee or encumbrancer of the Service Units shall be required to execute (by way of counterpart or otherwise) an agreement in favour of the co-tenant(s) of the Service Units, covenanting to be bound by all of the terms and provisions of this Declaration and the Reciprocal Agreement to the same extent and effect as if it had been an original party thereto.
- (e) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber an owner's undivided interests as tenants-in-common in the Service Units, without the requisite consents being given or without the new agreement or counterpart being executed and delivered (as the case may be) as required in the immediately preceding subparagraph, shall be null and void and of no force or effect whatsoever.

4.10 Leasing of Hotel Units

- (a) Owners shall not lease their Hotel Units except in accordance with the terms of the Hotel Unit Maintenance Agreement and, if they are participating in the Reservation Program, the Reservation Agreement.
- (b) When an Owner leases his or her Hotel Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
 - (i) notify the Corporation that the Unit is leased;

- (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/10; and
- (iii) provide the lessee with a copy of this Declaration, the By-Laws and the Rules.
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.
- (d) An Owner leasing his or her Hotel Unit shall not be relieved thereby from any of his or her obligations with respect to such Unit, which shall be joint and several with his or her tenant.

4.11 Purchase of Parking Units and Valet Lay-By Units

The Corporation shall purchase from the Declarant the Parking Units and the Valet Lay-By Units for a purchase price of Fourteen Million Dollars (\$14,000,000.00), exclusive of any applicable taxes payable thereon by the Corporation. In connection with such purchase, the Declarant (or such company as designated by the Declarant) shall take back a mortgage for the full purchase price for a term of sixteen (16) years, commencing from the date of the registration of the Corporation under the Act. The mortgage shall bear interest at a rate equal to four percent (4%) over the ten (10) year Government of Canada Bond Yield in effect as of the one (1) month period prior to the date of the registration of the Corporation under the Act, with monthly payments based on a fifteen (15) year amortization period. Payments under the mortgage shall not be due and payable until one (1) month after the first year of the registration of the Condominium under the Act. The mortgage shall otherwise contain such terms and conditions as required by the Declarant. Notwithstanding the foregoing, the Declarant shall have the right at any time to transfer the above noted mortgage or to arrange alternative or replacement mortgage financing to that set out above with a third party lender or other financial institution which may provide such financing on similar terms or more conventional terms to that set out above, which, although not identical to such terms, will in any event be substantially similar to such terms, and the Corporation shall have a duty and obligation to forthwith comply with the foregoing, including without limitation, executing any instruments, agreements, consents, approvals and other documentation in order to fully give effect to the transfer of the said mortgage or the alternative or replacement mortgage financing.

4.12 Declarant Parking Units

The Owner of the Declarant Parking Units shall have the right to lease or transfer the Declarant Parking Units to any other third party (who may not be an owner or occupant within the Condominium) or to utilize the Declarant Parking Units for any commercial enterprise allowed pursuant to the relevant zoning laws of the City of Toronto in effect from time to time, including, without limitation, for an independent limousine type service to be offered to members of the public. Without limiting the generality of the foregoing and subject to the terms of the Coordination Agreement three or more of the Declarant Parking Units may also be utilized for a car wash operation by the Owner or tenant of such Declarant Parking Units. The Owner of the Declarant Parking Units may elect either to (a) have direct access to the Declarant Parking Units without being required to utilize the services of the valet service provider, or (b) utilize the valet parking services provided by the Corporation on a pay for service basis similar to that of other users. The Owner of the Declarant Parking Units shall not be permitted to retain a separate valet operator or manager of the Declarant Parking Units. The Corporation's valet service provider shall ensure that at no time in conducting its valet services shall it in any way obstruct or prevent the Owner of the Declarant Parking Units and its permitted users from accessing and using such Units and, in accordance therewith and notwithstanding anything to the contrary as may be contained in this Declaration, the By-Laws or the Rules hereafter passed or enacted, Declarant (together with such Owner's respective workmen, servants and agents) shall at all times have the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the Common Elements required to obtain full and complete access to said Declarant Parking Units. The Owner of the Declarant Parking Units and any permitted users thereof shall also have the right to park more than one vehicle in such Units as one or more of the Declarant Parking Units may accommodate such parking, and the Condominium shall have a duty and obligation to ensure that this Declaration, the By-Laws and the Rules do not restrict or prohibit the foregoing. Without limiting the foregoing, it shall be a continuing duty of the Corporation in making Rules respecting the use of the Common Elements and Units pursuant to Section 58 of the Act to ensure that any Rules respecting the Declarant Parking Units shall be reasonable and consistent with this

Declaration and with the reasonable and permitted uses of the Declarant Parking Units as set forth herein.

4.13 Vitrine Units

The Vitrine Units shall be used and occupied by the Owner of such Units for the purposes of displaying articles or fine merchandise and operated by the Owners thereof for related commercial purposes. Notwithstanding anything to the contrary contained herein or in the By-Laws or Rules, the Owner of the Vitrine Units (together with such Owner's respective workmen, servants or agents) shall at all times have the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the Common Elements required to obtain full and complete access to the said Vitrine Units, together with the right to install within the boundaries of such Units and/or within the Common Elements all such cables and other equipment as may be necessary or desirable for the effective use and maintenance of such Units (and to connect same to the Building's power supply). Without limiting the foregoing, it shall be a continuing duty of the Corporation in making Rules respecting the use of the Common Elements and Units pursuant to Section 58 of the Act to ensure that any Rules respecting the Vitrine Units shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Vitrine Units as set forth herein. Without limiting the foregoing, it shall be a continuing duty of the Corporation in making Rules respecting the use of the Common Elements and Units pursuant to Section 58 of the Act to ensure that any Rules respecting the Vitrine Units shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Vitrine Units as set forth herein, including the use of any signs forming part of any exclusive use areas of the Common Elements appurtenant to the Vitrine Units which may be used and occupied by the Owner of the Vitrine Units for the purposes of installing signs of size, shape and display as determined by the Owner, provided, however, that any such use shall be permitted by, and in conformity with, the provisions of all applicable zoning and building laws and regulations of any municipal or other governmental authority or agency having jurisdiction. Furthermore the Owner of the Vitrine Units together with such Owner's respective workmen, servants or agents) shall at all times have the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the Common Elements required to obtain full and complete access to such signs, together with the right to install all such cables and other equipment as may be necessary or desirable for the effective use and maintenance of such signs, as well as the right to install all such wires, cables, equipment and appurtenances thereto through the Common Elements (and to connect same to the Building's power supply for use in connection with such signage).

4.14 Office Unit

The Office Unit shall be used only by the Owner(s) of the Communication Control Units, the Vitrine Units, the Declarant Parking Units, the Restaurant/Bar Units and/or the Spa Unit and their respective successors and assigns and any operator performing services in respect of any such Units, for servicing, for marketing, operating, managing and supervising operations of such Units, including the restaurant, the bar, the health club and the spa, as applicable, and the related amenities personnel and any other operations being conducted therefrom by the Owner(s) thereof and also in connections with any operations being conducted therein by any permitted users as authorized by the Owner of such Unit. Without limiting the foregoing, it shall be a continuing duty of the Corporation in making Rules respecting the use of the Common Elements and Units pursuant to Section 58 of the Act to ensure that any Rules respecting the Office Unit shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Office Unit as set forth herein, including the use of any signs forming part of any exclusive use areas of the Common Elements appurtenant to the Office Unit which may be used and occupied by the Owner of the Office Unit for the purposes of installing signs of size, shape and display as determined by the Owner, provided, however, that any such use shall be permitted by, and in conformity with, the provisions of all applicable zoning and building laws and regulations of any municipal or other governmental authority or agency having jurisdiction. Furthermore, subject to the terms of the Coordination Agreement, the Owner of the Office Unit (together with such Owner's respective workmen, servants and agents) shall at all times have the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the Common Elements required to obtain full and complete access to such signs, together with the right to install all such cables and other equipment as may be necessary or desirable for the effective use and maintenance of such signs, as well as the right to install all such wires, cables, equipment and appurtenances thereto through the Common Elements (and to connect same to the Building's power supply for use in connection with such signage). Furthermore and notwithstanding anything contained herein, nothing shall prevent or prohibit the Owner of the Office Unit from using the Office Unit or any portions thereof for uses other than office use, including without limitation meeting/event space (provided such other uses comply with any relevant regulations of any

relevant governmental authorities) and in connection therewith the Owner of the Office Unit at its expense shall have the right to make any alterations and/or changes to the Office Unit and related Common Elements to accommodate same, provided however, that such alterations or changes shall not impair or weaken the structural integrity of the Building, and the Condominium hereby consents to the performance of all such work by the Owner and shall not take any steps which would prohibit or prevent the Owner of the Office Unit from undertaking such work and shall further issue without delay any consents or authorizations or other assurances which may be required by the Owner in connection therewith.

ARTICLE V

MAINTENANCE AND REPAIRS

5.1 Responsibility of Owner for Damage

If due to the wilful misconduct or negligent act or omission of an Owner, or of a member of such Owner's family or of a guest or other authorized occupant or visitor of such Owner, damage is caused to the Common Elements or to a Unit owned by another Owner, or maintenance, repairs or replacements shall be required, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board or by the Licensor in order to conform to the Operating Standard.

5.2 Repair and Maintenance by Corporation

Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements (including any portion of the Shared Facilities comprising parts of the Common Elements), other than any improvements to and/or any facilities, services or amenities installed by any Owner upon any Common Element areas set aside or designated for the exclusive use of any Owner.

ARTICLE VI

INDEMNIFICATION

- 6.1 Each Owner shall indemnify and save the Corporation harmless from and against any loss, costs, damages, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any act or omission of such Owner, or his family, guests, visitors or tenants to the Common Elements and/or any Unit(s), except for any loss, costs, damages, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, costs, damages, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by any Owner pursuant to this Article shall be deemed to be additional contributions toward the common expenses payable by such Owner and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears). Without limiting the generality of the foregoing and notwithstanding anything contained in this Declaration to the contrary, all costs and expenses (including legal fees on a substantial indemnity basis, as well as all applicable disbursements and any costs relating to the inspection of the Owner's unit) incurred by the Corporation by reason of a breach of the Act, this Declaration, the By-laws and/or the Rules in force from time to time (including a breach of any agreement authorized or ratified by any By-laws), committed by any Owner or his family, guests, visitors or tenants shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such Owner, and such Owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such Owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such Owner's Unit, similar to the case of common expense arrears).

ARTICLE VII
INSURANCE

7.1 By the Corporation

The Condominium shall be required to obtain and maintain at all times the following insurance coverage, and the same shall be coordinated with the Residential Component, as applicable. All insurance required to be obtained by the Condominium shall be obtained by Hotel Operator on behalf of the Condominium, and the Condominium shall pay all amounts necessary and required for such insurance.

(a) Property Insurance

- (i) Property insurance (and to the extent applicable, builders risk insurance), including boiler and machinery coverage, on the Building, including all Units (but not including the improvements, betterments and personal property of each Unit Owner), all Common Elements and assets of the Condominium (the foregoing, collectively, the "Areas of Insurance Responsibility") against loss or damage by risks generally covered by an "all risk of physical loss" form or equivalent policy of insurance. Such coverage shall be for an amount not less than the one hundred percent (100%) replacement cost thereof (equal to \$359,000,000 as of the date hereof but subject to adjustment), with a deductible for each event not greater than \$25,000. Such coverage shall not be subject to co-insurance and shall include (A) landscape improvements coverage of not less than the replacement cost of such improvements, (B) By Laws coverage in an amount not less than twenty-five percent (25%) of the replacement cost or \$5,000,000, whichever is greater, and (C) earthquake, flood, windstorm, hail and water damage coverage.
- (ii) Flood insurance, to the extent such coverage is excluded or sub-limited from the property insurance required under Section 7.1(a)(i) and the Building is located in whole or in part within an area identified by an appropriate government authority or by the insurance industry as having a special flood hazard, shall be for not less than twenty-five percent (25%) of the replacement cost of the Areas of Insurance Responsibility, in excess of the application of a reasonable deductible.
- (iii) Insurance for loss or damage caused by earth movement to the Building, to the extent such coverage is excluded from the property insurance required under Section 7.1(a)(i) and the Building is located in an "earthquake prone zone" as determined by an appropriate government authority or by the insurance industry, shall be for not less than the probable maximum loss of the Areas of Insurance Responsibility or the aggregate probable maximum loss if insured under a blanket program, less a reasonable deductible.
- (iv) Windstorm insurance, to the extent such coverage is excluded from the property insurance required under Section 7.1(a)(i) and the Building is located in a "windstorm prone zone" as determined by an appropriate government authority or by the insurance industry, shall be for not less than twenty-five percent (25%) of the replacement cost of the Areas of Insurance Responsibility, less a reasonable deductible.
- (v) Business Interruption insurance caused by any occurrence covered by the insurance described in Section 7.1(a)(i) through Section 7.1(a)(iv). Such coverage shall include (A) extra expense, (B) necessary continuing expenses, including ordinary payroll expenses covering a period of not less than one hundred eighty (180) days, (C) management fees payable to the Hotel Operator, (D) if applicable, loss of rental income and not less than two (2) years' loss of profits, and (E) a maximum indemnity period of not less than the greater of 365 days or the amount of time necessary to rebuild and restore revenue to a level equal to revenue prior to the loss. Business Interruption value shall be in addition to the one hundred percent (100%) replacement cost of the Areas of Insurance Responsibility as required under Section 7.1(a)(i).

(b) Operational Insurance

- (i) Commercial General Liability insurance against claims on an occurrence basis for bodily injury and/or death, property damage, contractual liability (written and oral), personal injury and advertising liability, product liability, employer liability, innkeepers, liquor liability and non-owned automobile liability insurance, primary

and umbrella/excess limits of not less than \$100,000,000 with worldwide jurisdiction required.

- (ii) Workers' Compensation coverage with statutory limits under the laws of the Province of Ontario, Canada.
- (iii) Fidelity bond coverage in an amount not less than \$2,000,000 covering the Condominium's employees and third-party employees who work at the Building.
- (iv) Insurance for the benefit of a Director and Officer of the Corporation in accordance with the terms of Section 39 of the Act.
- (v) Employment practices liability insurance covering all of the Condominium's employees, to the extent available at commercially reasonable rates and terms, in an amount not less than \$2,000,000.
- (vi) Cyber liability insurance in an amount of not less than \$2,000,000.
- (vii) Garage keepers liability insurance to the extent available at commercially reasonable rates and terms, in an amount not less than \$2,000,000.
- (viii) Automobile liability insurance on vehicles operated in conjunction with the operations of the Areas of Insurance Responsibility of not less than \$1,000,000 including all perils with a deductible of \$1,000 for each event, provided that the Condominium shall not be required to obtain coverage to the extent that any third party valet parking service provider is engaged to operate the valet parking in the garage and that third party provider obtains the required automobile liability insurance.

(c) General Requirements

All insurance procured by or on behalf of the Corporation shall be obtained from reputable insurance companies licensed in Canada of recognized responsibility and financial standing reasonably acceptable to the Hotel Operator. Any premiums and deductibles under the policies required under this Section 7.1(c) shall be subject to the reasonable approval of the Hotel Operator and the Corporation. All premiums and deductibles (net of any credits, rebates and discounts) shall be paid by the Corporation or Owners (in coordination with the Residential Condominium pursuant to the terms of the Reciprocal Agreement, if applicable).

(d) Covered Parties

All policies of insurance provided for in this Section shall be carried in the name of the Condominium, with the Hotel Operator, (and while the Hotel Operator is Trump Toronto Management Corp.) Donald J. Trump, the Trump Organization LLC and any subsidiary, affiliated, associated and/or allied company, corporation, firm or organization of or to any of the foregoing parties and every member, shareholder, officer, director, agent and employee of each of the foregoing; as well as the insureds' respective interests in partnerships and/or joint ventures, and/or any owned (wholly or partially) or controlled company or companies in which any insured maintains an interest, as now or hereafter constituted or acquired; and any other party or interest that is required by contract or agreement, as additional insureds. If the Hotel Operator procures such insurance under a blanket policy of insurance covering multiple properties managed by the Hotel Operator, all policies of such insurance shall be carried in the name of the Condominium, with the Hotel Operator as an additional insured. The Owners and their respective mortgagees, collectively, without naming them individually, shall be named as additional insureds with respect to the Owner's interest in the Areas of Insurance Responsibility.

(e) Certificates of Coverage

For all insurance described in this Section 7.1 and if the Condominium procures the insurance described in Section 7.1(a) and/or Section 7.1(b), the Condominium shall deliver to Hotel Operator (i) certificates of insurance for such insurance or, upon the Hotel Operator's request, a certified copy of the policy(ies) so procured, and (ii) in the case of insurance policies about to expire, certificates with respect to the renewal(s) thereof. All such certificates of insurance shall, to the extent obtainable, state that the insurance shall not be cancelled without at least thirty (30) days' prior written notice to the certificate holder. Furthermore, the Condominium shall require the insurer to provide to all named

and additional insureds at least thirty (30) days' written notice of non-renewal or material change in the terms and provisions of the applicable policy.

(f) Waiver of Subrogation

The Condominium's insurance policies shall contain a Waiver of Subrogation by the insurer in favour of the Hotel Operator and its affiliates, directors, officers, shareholders, agents and employees. The Condominium hereby waives its rights of recovery against the Hotel Operator and its affiliates, directors, officers, shareholders, agents and employees for loss or damage to the Areas of Insurance Responsibility, and any resultant interruption of business regardless of the cause of such property or business interruption loss.

(g) Cost of Insurance Premiums

All insurance premiums, costs and other expenses, including any insurance retention, for the insurance required under this Declaration shall be paid by the Condominium (in coordination with the Residential Component pursuant to the terms of the Reciprocal Agreement, if applicable). Charges under any blanket programs shall be allocated to the Condominium and the Residential Component pursuant to the terms of the Reciprocal Agreement.

(h) Insurance Proceeds

The parties agree that all proceeds of property damage insurance when collected shall be paid to the Condominium and the Residential Component, as applicable, or the trustee under the insurance trust agreement, as required pursuant to the Declaration, and such insurance proceeds shall be used to the extent necessary for the rebuilding, replacement and repair after damage of the Units and/or the Common Elements (or the units and/or the common elements of the Residential Component, as applicable). Each mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of the Condominium's repair obligations under the Act and the Declaration.

(i) Review of Insurance

The Hotel Operator shall not require the Corporation to modify its insurance coverage until the first anniversary of the date of the registration of this Declaration, unless and to the extent necessitated by changes in or required by applicable law. Subject to the foregoing, at least every three (3) years, the Board or the Hotel Operator, as agent for the Condominium, shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets of the Condominium. Subject to the Act and the Declaration, each of the Condominium and the Hotel Operator shall comply with any insurance requirements not expressly set forth herein that the other party reasonably requests in order to protect the Condominium and the respective interests of the Owners and the Hotel Operator.

7.2 By the Owner

(a) Maintenance of Insurance Coverage

The Owner shall at all times, at its own expense (including any deductible following a loss), maintain the following insurance (in addition to the insurance maintained by the Condominium : (i) property insurance covering the Hotel Unit which shall (A) be written on a standard condominium "all-risk" or "special" form and on a one hundred percent (100%) replacement cost basis to cover all improvements and betterments and the Owner's personal property in the Hotel Unit, and (B) cover catastrophic perils of wind, hurricane and water damage caused by hurricane and earthquake, contingent unit assessment, additional living expenses and assessments to rebuild in accordance with applicable law (with the option of the Owner to acquire loss of rental income coverage and property coverage for its items of personality); and (ii) liability insurance covering the Hotel Unit for not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate (whether in the form of primary, excess and/or umbrella liability coverage, or any combination thereof). All such insurance shall (1) name the Hotel Operator and its affiliates and the Condominium as additional insureds, and (2) include an endorsement to such policy or policies waiving any rights of subrogation against such persons. The

foregoing policies of insurance shall be written as primary policies (not contributing with or supplemental to the insurance maintained by the Condominium or the Hotel Operator) and not contain any provision which would in any way exclude or limit coverage during such time the Hotel Unit is rented to others. All insurance policies provided for herein shall include, where appropriate, the insurer's waiver of subrogation rights against the Hotel Operator and the Condominium. All insurance procured by the Owner shall be obtained from reputable insurance companies of recognized responsibility and financial standing reasonably acceptable to the Hotel Operator and the Condominium.

(b) Notice of Cancellation, Non-Renewal or Change

All insurance policies provided for hereunder shall include the requirement that the insurer provide to all named and additional insureds at least thirty (30) days' written notice of cancellation of the applicable policy. Furthermore, the Owner shall require the insurer to provide to all named and additional insureds at least thirty (30) days' written notice of non-renewal or material change in the terms and provisions of the applicable policy.

(c) Evidence of Insurance

As soon as practicable prior to the effective date of the applicable coverages, the Owner shall provide to the Hotel Operator and the Condominium binders evidencing that the applicable insurance requirements provided herein have been satisfied and, as soon as practicable thereafter, shall provide certificates of insurance and, at the request of the Hotel Operator or the Condominium, certified copies of such insurance policies. As soon as practicable prior to the expiration date of each such policy, the Owner shall provide the Hotel Operator and the Condominium with binders evidencing renewal of existing or acquisition of new coverages. Certified copies of renewed or new policies or certificates of insurance shall be provided by the Owner to the Hotel Operator and Condominium as soon as practicable after renewed or new coverages become effective.

(d) Review of Insurance

Without limiting the provisions of this Section 7.2, all insurance policy limits provided under this Section 7.2 shall be reviewed by the parties every three (3) years following the date of the registration of this Declaration or sooner if reasonably requested by the Hotel Operator or the Condominium to determine the suitability of such insurance limits in view of exposures reasonably anticipated over the ensuing three (3) years. The Owner hereby acknowledges that changing practices in the insurance industry and changes in local law and custom may necessitate additions to types or amounts of coverage. The Owner agrees to comply with any insurance requirements not expressly set forth herein that the Hotel Operator and/or the Condominium reasonably requests in order to protect the Condominium and the respective interests of the Hotel Operator and the Condominium.

(e) Group Unit Insurance

In lieu of the Owner maintaining the policies of insurance described in this Section 7.2, and the requirement for certificates of insurance as described in this Section 7.2, the Hotel Operator may, in its sole and absolute discretion, cause to be purchased and maintained the insurance required by this Section 7.2 on a group basis for all Hotel Unit Owners who elect to participate ("**Group Unit Insurance**") and charge each such Hotel Unit Owner with a portion of the cost of such Group Unit Insurance based on the same criteria as are used by the insurance carrier to establish the premiums for such Group Unit Insurance among the participating Hotel Units. The Hotel Operator shall advise the Owner at least forty-five (45) days in advance of its decision to purchase Group Unit Insurance and the cost of such Group Unit Insurance for the Owner, and of any decision by the Hotel Operator to discontinue the purchase of such Group Unit Insurance at any time in the future.

7.3 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "**Liabilities**"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

ARTICLE VIII

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

- 8.1 The Corporation is authorized to enter into an agreement with an Insurance Trustee which shall be a trust company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered bank, which agreement shall, without limiting its generality, provide the following:
- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen percent (15%) of the replacement cost of the property covered by the insurance policy;
 - (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
 - (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
 - (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such trust company or such Chartered bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other Corporation authorized to act as a trustee, as the Owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

- 8.2 In the event that:
- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
 - (b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof; and
 - (c) the Board, in accordance with the provisions of the Act, determines that:
 - (i) there has not been substantial damage to twenty-five percent (25%) of the Building; or
 - (ii) there has been substantial damage to twenty-five percent (25%) of the Building and within sixty (60) days thereafter the Owners who own eighty percent (80%) of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and the Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

ARTICLE IX
SHARED FACILITIES

- 9.1 Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities
- (a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Condominium enjoys or is subject to, no provision contained in any of the By-Laws or the Rules shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board (and the Declarant, prior to the transfer thereof) for the Shared Facilities that are a Unit or part of the Common Elements.
 - (b) The Corporation's share of the Shared Facilities Costs shall be calculated and paid as provided in the Reciprocal Agreement. The budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Reciprocal Agreement by or on behalf of the Owners or parties for the time being to the Reciprocal Agreement.

ARTICLE X
DUTIES OF THE CORPORATION

- 10.1 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-Laws, the Corporation shall have the following duties, namely:
- (a) To assume and/or enter into the Reciprocal Agreement as soon as reasonably possible after the registration of this Declaration and to observe and comply (and, insofar as possible, compel the observance and/or compliance by all Owners) with all terms and provisions contained in the Reciprocal Agreement in addition to complying (and, insofar as possible, compelling the observance and/or compliance by all Owners) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration and the By-Laws.
 - (b) To assume and/or enter into the Coordination Agreement, the Banquet Premises License Agreement and the Spa Access and Operations Agreement referred to therein, as soon as reasonably possible after the registration of this Declaration and to observe and comply (and, insofar as possible, compel the observance and/or compliance by all Owners) with all terms and provisions contained in such agreements.
 - (c) To assume the terms of any reciprocal easement agreement(s) entered into or to be entered into with any adjacent property owners, including, without limitation, The Bank of Nova Scotia, the owner of the Scotia Plaza development to the east of the Property and to observe and comply (and, insofar as possible, compel the observance and/or compliance by all Owners) with all terms and provisions contained in such agreements.
 - (d) To not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services (including such services which constitute Shared Facilities) to be provided to the Project so that same are fully functional and operable during normal and customary hours of use.
 - (e) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired), as would a prudent owner of similar premises at all times, those parts of the Common Elements which service, benefit or constitute the Shared Facilities.
 - (f) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's (and its successors' and assigns') access and egress over any portion of the Property so as to enable the Declarant and other owners of the Project to construct, complete, maintain and repair the Project.
 - (g) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements for its

marketing/sale/construction programs in connection with the Project, as more particularly set out in the foregoing provisions of this Declaration.

- (h) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement or Service Units enjoyed by the Project and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration.
- (i) To pay on a monthly basis, the Corporation's share of the Shared Facilities Costs as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Reciprocal Agreement.
- (j) To execute forthwith upon the request of the Declarant following the transfer of title to the Service Units such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the Shared Facilities (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium).
- (k) To accept and register the transfer/deed from the Declarant of the Corporation's Proportionate Shared Unit Interest and/or an undivided interest in the Service Units (in accordance with and within the timeframe contemplated by the foregoing provisions of this Declaration) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.
- (l) To execute upon the request of the Declarant a release and abandonment of any easement enjoyed by the Condominium and created pursuant to this Declaration or the Reciprocal Agreement through any area that is ultimately part of any of the Components of the Project such that the Condominium will continue to enjoy its easement rights with respect to those portions of the Project that are reasonably necessary for the continued use and enjoyment of such easements, and the Condominium shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements.
- (m) The Board shall, after notification thereof, adopt without amendment and be bound by all decisions of the parties to the Reciprocal Agreement in connection with matters dealt with in the Reciprocal Agreement as if such decisions were made by the Board itself, including decisions with respect to the determination of the Shared Facilities Costs.
- (n) To enter into, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, site plan, development, or similar agreements, including, without limitation, any obligations relating to the operation, maintenance and repair of any public art component developed and contained within the Building pursuant to conditions of the City of Toronto in connection therewith (as well enter into a formal assumption agreement with the City of Toronto or other Governmental Authorities relating thereto, if so required by the City of Toronto or other Governmental Authorities).
- (o) To take all reasonable steps to collect from each Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act against each Unit in respect of which the Owner has defaulted in the payment of common expenses.
- (p) To enact such By-Laws and undertake all such other action as may be required from time to time to authorize the grant of an easement or license in favour of the Declarant and its successors and assigns and/or the Owner(s) of the Restaurant/Bar Units, the Spa Unit, the Vitrine Units and/or the Communications Control Units to permit on a reasonable basis certain designated portions of the Common Elements to be used for signage purposes.
- (q) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.
- (r) The Corporation shall ensure that the use, operation, maintenance and repair of the Condominium at all times conforms to the Operating Standard. The Corporation shall enforce the Operating Standard throughout the Condominium. So long as the Hotel Management Agreement remains in force and effect, the Corporation shall take all actions reasonably necessary to permit the Hotel Operator to manage and operate the Hotel during

the term of the Hotel Management Agreement to the Operating Standard in accordance with the License Agreement and the Hotel Management Agreement, and shall not take any action that would prevent or hinder the Hotel Operator from carrying out the terms of the Hotel Management Agreement or the License Agreement. The Hotel Operator shall have the right to terminate the Hotel Management Agreement and the Licensor shall have the right to terminate the License Agreement in accordance with their respective terms if the Operating Standard is not maintained.

- (s) The Corporation shall make commercially reasonable efforts to operate the Condominium in a manner consistent with the standard in luxury hotels similar to those awarded a "Five Star" rating in the Mobil Travel Guide.
- (t) To reasonably cooperate and execute and deliver to the Hotel Operator such documents, instruments, certificates and other writings, and do such other acts necessary or desirable, as may be required by any governmental authority and/or pursuant to applicable law in order to satisfy the governmental authorities relating to any liquor license issued to the Hotel Operator for the operation of Hotel Mini Bars, including adding the Condominium as a named licensee with respect thereto.
- (u) To enter into any agreements, including, without limitation, a nominee agreement in respect of the receipt and disbursement of any revenues under the Hotel Unit Maintenance Agreements, the Reservation Agreements, the Hotel Management Agreement and the Coordination Agreement.
- (v) To enact such By-Laws and undertake all such other actions as may be required from time to time with respect to the maintenance and repair to Hotel Units in accordance with the Hotel Unit Maintenance Agreements.
- (w) To enter into an agreement in connection with the valet parking operations within the Condominium as contemplated by the terms of this Declaration.

ARTICLE XI

GENERAL MATTERS AND ADMINISTRATION

11.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents or any other person or entity authorized by the Board shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation. Without limiting the generality of the foregoing, so long as the License Agreement remains in force and effect, the Licensor or its designee shall at all times also have access to, and the right to inspect, the Building, interior and exterior, and each component thereof, and to confer with the Corporation's staff during normal business hours, provided that such actions do not unreasonably interfere with the operation of the Building or any component thereof and to confirm compliance by the licensee under the License Agreement (which reference shall include without limitation, the Corporation and/or any Owner) with the terms of the License Agreement.
- (b) The Corporation, its agents or any other person or entity authorized by the Board shall be entitled to enter, where necessary, any Unit or any part of the Common Elements over which the Owners of such Units have the exclusive use at such reasonable times to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements.
- (c) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, the Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.

- (d) If an Owner shall not be personally present to grant entry to his or her Unit, the Corporation or its agents may enter such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- (e) The Corporation shall retain a master key to all locks controlling entry into each Hotel Unit. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Hotel Unit (nor on any doors within said Hotel Unit), nor with respect to any door(s) leading to any part of the exclusive use Common Element areas appurtenant to such Owner's Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (f) The rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents do not impose any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in this Declaration, the By-Laws or the Rules.

11.2 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

11.3 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-Laws or the Rules, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

11.4 Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

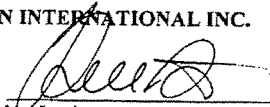
11.5 Headings

The headings in the body of this Declaration form no part of this Declaration but shall be deemed to be inserted for convenience of reference only.

IN WITNESS WHEREOF, the Declarant has hereunto affixed its corporate seal under the hands of its proper officer duly authorized on its behalf.

DATED at Toronto, this 16th day of October, 2012.

TALON INTERNATIONAL INC.

Per: 
Name: Val Levitan
Title: President

I have authority to bind the Corporation

SCHEDULE "A"
LEGAL DESCRIPTION

In the City of Toronto and Province of Ontario, being comprised of those parts of Town Lot 4, south side of Adelaide Street West (formerly Newgate Street), Town of York Plan, designated as **PARTS 1, 2, 3, 4, 9, 10 and 11** on Reference Plan 66R-25889, being part of P.I.N. 21404-0053(LT) and hereinafter referred to as the **HOTEL LANDS**.

The boundaries of the southerly limit of Adelaide Street West have been confirmed under the Boundaries Act by Plan BA-1120, registered as Instrument No. CT273365.

SUBJECT TO an easement in favour of Rogers Communications Inc. over the **HOTEL LANDS** for the purposes as set out in Instrument No. AT2604403.

RESERVING an easement in favour of the owners of those parts of Town Lot 4, south side of Adelaide Street West (formerly Newgate Street), Town of York Plan, designated as **PARTS 5, 6, 7, 8 and 15** on Reference Plan 66R-25889, and hereinafter referred to as the **RESIDENTIAL LANDS**, their successors and assigns, agents, servants, assignees, contractors, servicemen, employees, and licensees over the **common elements** of the **HOTEL LANDS** for access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation and reconstruction of the building, utilities and services situated within the **RESIDENTIAL LANDS**. This easement is subject to reasonable rules and regulations (including security requirements) imposed from time to time by the owners of the **HOTEL LANDS**, their successors and assigns.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **common elements** of the **HOTEL LANDS** for the purpose of effecting and facilitating the construction, installation, repair, replacement, maintenance, service and inspection of all parts of the building, any utilities and services, installations and appurtenances relating thereto, including any ancillary areas of the building situated or to be situated upon the **RESIDENTIAL LANDS** and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such building situated or to be situated on the **HOTEL LANDS** for the operation of building, utilities and services on the **RESIDENTIAL LANDS**. Such easement being subject to the right of the owner of the **HOTEL LANDS** to alter and relocate, from time to time, all or a portion of the said building, utilities and services as may be constructed on the **HOTEL LANDS**. This easement is subject to reasonable rules and regulations (including security requirements) imposed from time to time by the management company and the owners of the **HOTEL LANDS**, their successors and assigns relating to access to the building situated within the **HOTEL LANDS**.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen, and employees over the **common elements** of the **HOTEL LANDS** for the purpose of constructing, installing, maintaining, operating, altering, repairing, replacing, periodic testing and inspecting all manner of electrical, plumbing, heating, cooling and various other utilities and services that are necessary to the operation of building situated and to be situated on the **RESIDENTIAL LANDS**, including, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable duct banks, conduits, cables and wires, cable trays, security systems, transformers, gas lines, gas meters and regulating stations, ventilation ducts and shafts, air-conditioning equipment, elevator machine rooms, fire sprinklers, fire protection, garbage disposal and recycling systems, mail and package delivery, window washing equipment, siamese connections, sump pumps, waterproofing membranes, sensors, utility check meters, together with all appurtenances relating thereto as may be necessary from time to time to provide for such services and utilities to any parts of the building situated and to be situated on the **RESIDENTIAL LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the **HOTEL LANDS** to facilitate such work. Such easement being subject to the right of the owner(s) of the **HOTEL LANDS** to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed on the **HOTEL LANDS**. This easement is subject to reasonable rules and regulations (including security requirements) imposed from time to time by the management company and the owners of the **HOTEL LANDS**, their successors and assigns relating to access to the building situated within the **HOTEL LANDS**.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen, and employees over the **common elements** of the **HOTEL LANDS** for the purpose of constructing, installing, maintaining, operating, altering, repairing, replacing and inspecting all public art lighting equipment including , but not limited to, the structured cabling platform, fibre

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optic cables, ethernet industrial switches, data enablers, controlling sensors, data cables and patch cords, remote data enablers, active communications network equipment and switches, lighting fixture housing, head end equipment, conduits, horizontal cable managers, public art lighting rack and all hard wire connections that are necessary to the operation of the public art situated and to be situated on the **RESIDENTIAL LANDS**, together with all appurtenances relating thereto as may be necessary from time to time to provide for public art lighting situated and to be situated on the **RESIDENTIAL LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the **HOTEL LANDS** to facilitate such work. Such easement being subject to the right of the owner(s) of the **HOTEL LANDS** to alter and relocate, from time to time, all or a portion of the said public art lighting equipment as may be constructed on the **HOTEL LANDS**. This easement is subject to reasonable rules and regulations (including security requirements) imposed from time to time by the management company and the owners of the **HOTEL LANDS**, their successors and assigns relating to access to the building situated within the **HOTEL LANDS**.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns over the **HOTEL LANDS** as is required for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the building, installations and all appurtenances thereto situate on the **RESIDENTIAL LANDS** as well as the free flow of air through the air exhaust, air intake shafts and stairwells contained therein.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns and their occupants, agents, servants, assignees, contractors, servicemen, employees, invitees and licensees over the **common elements** of the **HOTEL LANDS**, comprising the corridors and stairwells of the building contained on the **HOTEL LANDS** for the purposes of emergency pedestrian egress.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors, assigns, contractors, servicemen and employees over the **common elements on Levels A and B** of the **HOTEL LANDS**, comprising the designated below-grade corridors of the building situated within the **HOTEL LANDS** for the purpose of transport of garbage, recycling materials, organics and oversized refuse on Levels A and B to the designated waste handling areas, subject to reasonable rules and regulations (including security requirements) imposed from time to time by the management company and the owners of the **HOTEL LANDS**, their successors and assigns relating to access to the designated below-grade corridors of the building situated within the **HOTEL LANDS**.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns and their occupants, agents, servants, assignees, contractors, servicemen, employees and invitees over the **common elements on Level A** of the **HOTEL LANDS**, comprising the designated below-grade residential and service elevator lobbies and corridors of the building situated within the **HOTEL LANDS** for the purpose of off-loading and on-loading, temporary storage and transport of goods to and from the **RESIDENTIAL LANDS** on Level A to the designated off-loading and on-loading areas, subject to reasonable rules and regulations (including security requirements) imposed from time to time by the management company and the owners of the **HOTEL LANDS**, their successors and assigns relating to access to the designated below-grade corridors of the building situated within the **HOTEL LANDS**.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns and their occupants, agents, servants, assignees, employees and invitees over the **common elements on Level A** of the **HOTEL LANDS**, comprising the designated below-grade corridors of the building situated within the **HOTEL LANDS** for the purpose of access to and from the **RESIDENTIAL LANDS** on Level A to underground City of Toronto Path Connection as may be constructed on the **HOTEL LANDS**, subject to reasonable rules and regulations (including security requirements) imposed from time to time by the management company and the owners of the **HOTEL LANDS**, their successors and assigns relating to access to the designated below-grade corridors of the building situated within the **HOTEL LANDS**.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns, in common with all others entitled thereto, and their occupants, agents, servants, assignees, contractors, servicemen, employees, invitees and licensees over the **common elements on Level 1** of the **HOTEL LANDS**, comprising the at-grade exterior lands

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and ground floor lobby of the building contained on the **HOTEL LANDS** for pedestrian ingress and egress to and from the **RESIDENTIAL LANDS**.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns, in common with all others entitled thereto, over the **common elements on Level 1** of the **HOTEL LANDS**, comprising the at-grade exterior lands and ground floor lobby for the purpose of providing pedestrian and where practical, vehicular access for emergency personnel including, without limitation, fire services, paramedics and police, over the entrances of the building contained on the **HOTEL LANDS** to access the service elevator contained within **PART 5** on Reference Plan 66R-25889.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns and their occupants, agents, servants, assignees, employees and invitees over the **common elements on Level 2** of the **HOTEL LANDS**, comprising the vestibule and elevator lobby on Level 2 for pedestrian ingress and egress to and from the **RESIDENTIAL LANDS** to valet transfer area.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns, their agents, servants, assignees and employees, over the **common elements** of the **HOTEL LANDS**, for the purpose of mail and package delivery to and from the designated mail room contained within the **HOTEL LANDS**, including access for drop off and retrieving of same. This easement is subject to reasonable rules and regulations (including security requirements) imposed from time to time by the management company and the owners of the **HOTEL LANDS**, their successors and assigns relating to access to the building situated within the **HOTEL LANDS**.

RESERVING an easement in favour of the owners of the **RESIDENTIAL LANDS**, their successors and assigns and their occupants, agents, servants, assignees, employees and invitees over the **common elements on Level 31 and Level 32 (Upper Portion)** of the **HOTEL LANDS**, comprising the service corridors and stairwells for pedestrian ingress and egress to and from the **RESIDENTIAL LANDS**.

TOGETHER WITH an easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns, agents, servants, assignees, contractors, servicemen, and employees, over the **RESIDENTIAL LANDS** for the access of persons, vehicles, material and equipment necessary for the maintenance, repair, operation and reconstruction of the building, utilities and services situated within the **HOTEL LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the RESIDENTIAL LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen and employees over the **RESIDENTIAL LANDS** for the purpose of effecting and facilitating the construction, installation, repair, replacement, maintenance, service and inspection of all parts of the building, including tuned mass damper, any utilities and services, installations and appurtenances relating thereto, including any ancillary areas of the building situated or to be situated upon the **HOTEL LANDS**, including roof top building signage, and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such building situated or to be situated on the **RESIDENTIAL LANDS** as necessary for the operation of building, utilities and services on the **HOTEL LANDS**. Such easement being subject to the right of the owner of the **RESIDENTIAL LANDS** to alter and relocate, from time to time, all or a portion of the said building, utilities and services as may be constructed on the **RESIDENTIAL LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the RESIDENTIAL LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen, and employees over the **RESIDENTIAL LANDS** for the purpose of constructing, installing, maintaining, operating, altering, repairing, replacing, periodic testing and inspecting all manner of electrical, plumbing, heating, cooling and various other utilities and services that are necessary to the operation of building situated and to be situated on the **HOTEL LANDS**, including, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable duct banks, conduits, cables and wires, cable trays, security systems,

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transformers, gas lines, gas meters and regulating stations, ventilation ducts and shafts (including linen chute), air-conditioning equipment, tuned mass damper, hotel emergency generator, electrical room, fire sprinklers, fire protection, garbage disposal and recycling systems, window washing equipment, siamese connections, sump pumps, waterproofing membranes, sensors, utility check meters, together with all appurtenances relating thereto as may be necessary from time to time to provide for such services and utilities to any parts of the building situated and to be situated on the **HOTEL LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the **RESIDENTIAL LANDS** to facilitate such work. Such easement being subject to the right of the owner(s) of the **RESIDENTIAL LANDS** to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed on the **RESIDENTIAL LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the RESIDENTIAL LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns and their respective agents, servants, assignees, contractors, servicemen, and employees over the **RESIDENTIAL LANDS** for the purpose of constructing, installing, maintaining, operating, altering, repairing, replacing and inspecting all public art lighting equipment including, but not limited to, the structured cabling platform, fibre optic cables, ethernet industrial switches, data enablers, controlling sensors, data cables and patch cords, remote data enablers, active communications network equipment and switches, lighting fixture housing, headend equipment, conduits, horizontal cable managers, public art lighting rack and all hard wire connections that are necessary to the operation of the public art situated and to be situated on the **HOTEL LANDS**, together with all appurtenances relating thereto as may be necessary from time to time to provide for public art lighting situated and to be situated on the **HOTEL LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the **RESIDENTIAL LANDS** to facilitate such work. Such easement being subject to the right of the owner(s) of the **RESIDENTIAL LANDS** to alter and relocate, from time to time, all or a portion of the said public art lighting equipment as may be constructed on the **RESIDENTIAL LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the RESIDENTIAL LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns, over the **RESIDENTIAL LANDS** as is required for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the building, installations and all appurtenances thereto situate on the **HOTEL LANDS** as well as the free flow of air through the air exhaust, air intake shafts and stairwells contained therein.

TOGETHER WITH an easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns and their occupants, agents, servants, assignees, contractors, servicemen, employees, invitees and licensees in and through the exit stairwells and corridors of the building contained on the **RESIDENTIAL LANDS** for the purposes of providing emergency pedestrian egress. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the RESIDENTIAL LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns, contractors, servicemen, employees and equipment over those parts of the **RESIDENTIAL LANDS** designated as **PARTS 5 and 6** on Reference Plan 66R-25889, for use of the service elevator contained therein. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the RESIDENTIAL LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns, contractors, servicemen, employees and equipment, over those parts of the **RESIDENTIAL LANDS** designated as **PARTS 5, 6, 8 and 15** on Reference Plan 66R-25889 for the purpose of access, servicing, periodic testing, maintenance and repair of hotel emergency generator and electrical room. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the RESIDENTIAL LANDS, the easement granted*

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herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.

TOGETHER WITH an easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns, in common with all others entitled thereto, and their occupants, tenants, agents, servants, assignees, contractors, servicemen, employees, invitees and licensees over those parts of the **RESIDENTIAL LANDS** designated as **PARTS 5 and 6** on Reference Plan 66R-25889 to access the **common elements on Level 33** of the **HOTEL LANDS** designated as **PARTS 2 and 3** on Reference Plan 66R-25889 being the roof-top exterior signage. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the RESIDENTIAL LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

RESERVING an easement in favour of the owners, their successors and assigns, their respective employees, agents, invitees, contractors and servicemen, of the lands described as Firstly: those parts of Town Lots 3 and 4, south side of Adelaide Street West (formerly Newgate Street) and those parts of Town Lots 3 and 4, north side of King Street West, Town of York Plan, designated as **PARTS 2, 3 and 4** on Reference Plan 66R-14374; Secondly: that part of Town Lot 3, north side of King Street West, Town of York Plan, designated as **PART 5** on Reference Plan 66R-14374; Thirdly: that part of Town Lot 4, south side of Adelaide Street West (formerly Newgate Street), and that part of Town Lot 4, north side of King Street West, Town of York Plan, designated as **PART 11** on Reference Plan 66R-14388; Fourthly: those parts of Town Lots 2, 3 and 4, south side of Adelaide Street West (formerly Newgate Street) and those parts of Town Lots 3 and 4, north side of King Street West, Town of York Plan, designated as **PARTS 5, 6, 7, 12, 13, 14 and 15** on Reference Plan 66R-14003, saving and excepting **PARTS 3 and 4** on Reference Plan 66R-15230; Fifthly: that part of Town Lot 4, north side of King Street West, Town of York Plan, designated as **PARTS 2, 4, 6 and 8** on Reference Plan 66R-14388; Sixthly: those parts of Town Lots 3 and 4, south side of Adelaide Street West (formerly Newgate Street) and that part of Town Lot 3, north side of King Street West, Town of York Plan, designated as **PART 8** on Reference Plan 66R-14003, City of Toronto, comprising all of PIN 21404-0001 (LT), and hereinafter referred to as the **BANK OF NOVA SCOTIA LANDS**, over those parts of the **HOTEL LANDS**, designated as **PARTS 9 and 10** on Reference Plan 66R-25889 for the purpose of pedestrian and where practical, all manner of vehicular ingress and egress. *(This easement is created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should also be made to paragraph 1.8 of Article I of the Declaration);*

RESERVING an easement in favour of the owners of the **BANK OF NOVA SCOTIA LANDS**, their successors and assigns, their respective employees, agents, invitees, contractors and servicemen, over those parts of the **HOTEL LANDS**, designated as **PARTS 4, 9, 10 and 11** on Reference Plan 66R-25889 for the purpose of access of persons, vehicles, machinery, equipment and materials for installation, construction, re-construction, maintenance, repair, replacement, alteration, operation of the building, together with all appurtenances thereto. *(This easement is created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should also be made to paragraph 1.8 of Article I of the Declaration);*

RESERVING an easement in favour of the owners of the **BANK OF NOVA SCOTIA LANDS**, their successors and assigns, their respective employees, agents, invitees, contractors and servicemen, over those parts of the **HOTEL LANDS**, designated as **PARTS 4, 9 and 11** on Reference Plan 66R-25889 for the purpose of installation, construction and re-construction of the building situated or to be situated within the **BANK OF NOVA SCOTIA LANDS**, together with all appurtenances thereto. This easement permits construction within **PARTS 4 and 9** on Reference Plan 66R-25889 for metal support brackets and columns, and further permits construction within **PARTS 4, 9 and 11** on Reference Plan 66R-25889 for connections, fastening and waterproofing of the building situated or to be situated within the **BANK OF NOVA SCOTIA LANDS**. This easement restricts owners of **BANK OF NOVA SCOTIA LANDS** from causing removal of concrete and other building portions that may hinder the proper functioning of the building constructed on the **HOTEL LANDS**, except as required for support, connection, fastening and waterproofing of the building constructed or to be constructed on the **BANK OF NOVA SCOTIA LANDS**. *(This easement is created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should also be made to paragraph 1.8 of Article I of the Declaration);*

RESERVING an easement in favour of the owners of the **BANK OF NOVA SCOTIA LANDS**, their successors and assigns, their respective employees, agents, invitees, contractors and servicemen, over those parts of the **HOTEL LANDS**, designated as **PARTS 4, 9 and 11** on Reference Plan 66R-25889 for the purpose of maintenance, repair and replacement of the building situated or to be situated within the **BANK OF NOVA SCOTIA LANDS**, together with all appurtenances thereto. This easement restricts owners of **BANK OF NOVA SCOTIA LANDS** from causing removal of concrete and other building portions that may hinder the proper

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functioning of the building constructed on the **HOTEL LANDS**, except as required for support, connection, fastening and waterproofing of the building constructed or to be constructed on the **BANK OF NOVA SCOTIA LANDS**. *(This easement is created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should also be made to paragraph 1.8 of Article I of the Declaration);*

RESERVING an easement in favour of the owners of the **BANK OF NOVA SCOTIA LANDS**, their successors and assigns, their respective employees, agents, invitees, contractors and servicemen, over those parts of the **HOTEL LANDS**, designated as **PARTS 4, 9, and 11** on Reference Plan 66R-25889 for the purpose of permitting installation, placement and operation of the building situated or to be situated within the **BANK OF NOVA SCOTIA LANDS**, together with all appurtenances thereto. This easement permits placement within **PARTS 4 and 9** on Reference Plan 66R-25889 of metal support brackets and columns; and further permits placement within **PARTS 4, 9 and 11** on Reference Plan 66R-25889 of connections, fastening and waterproofing of the building situated or to be situated within the **BANK OF NOVA SCOTIA LANDS**. This easement restricts owners of **BANK OF NOVA SCOTIA LANDS** from causing removal of concrete and other building portions that may hinder the proper functioning of the building constructed on the **HOTEL LANDS**, except as required for support, connection, fastening and waterproofing of the building constructed or to be constructed on the **BANK OF NOVA SCOTIA LANDS**. *(This easement is created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should also be made to paragraph 1.8 of Article I of the Declaration);*

RESERVING an easement in favour of the owners of the **BANK OF NOVA SCOTIA LANDS**, their successors and assigns, over those parts of the **HOTEL LANDS**, designated as **PARTS 4 and 9** on Reference Plan 66R-25889 as is required for the purposes of maintaining load-bearing support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, metal support brackets/columns, footings, foundations, side and cross beams, supporting walls and the soil which support the building, installations and all appurtenances relating thereto, situate, or to be situate within the **BANK OF NOVA SCOTIA LANDS**. *(This easement is created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should also be made to paragraph 1.8 of Article I of the Declaration);*

TOGETHER WITH a surface easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns, their respective employees, agents, invitees, contractors and servicemen, in common with all others entitled thereto, over those parts of the **BANK OF NOVA SCOTIA LANDS**, designated as **PARTS 12, 13 and 14** on Reference Plan 66R-25889 for the purpose of access of persons, vehicles, machinery, equipment (including swing stage) and materials for the construction, re-construction, installation, maintenance, repair, replacement, alteration, service and inspection of all parts of the building, any utilities and services, installations and appurtenances relating thereto, for the building constructed or to be constructed, within the **HOTEL LANDS**. This easement does not restrict the owners of the **BANK OF NOVA SCOTIA LANDS** from constructing future buildings or structures within said **PARTS 12, 13 and 14**. *(This easement is created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should also be made to paragraph 1.8 of Article I of the Declaration and to Schedule 'N' of the Declaration containing the consent of the registered owners and mortgagees of the freehold and leasehold interests of the BANK OF NOVA SCOTIA LANDS);*

TOGETHER WITH an easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns, their respective employees, agents, invitees, contractors and servicemen, in common with all others entitled thereto, over those parts of the **BANK OF NOVA SCOTIA LANDS**, designated as **PARTS 12, 13 and 14** on Reference Plan 66R-25889 for the purpose of effecting and facilitating the construction, re-construction, installation, maintenance, repair, replacement, alteration, service and inspection of all parts of the building, any utilities and services, installations and appurtenances relating thereto, including but not limited to, building cladding, exterior building wall, insulation, sealant, curtain wall, windows, concrete and waterproofing membrane, constructed or to be constructed, within the **HOTEL LANDS**. This easement specifically prohibits the **HOTEL LANDS** owners, and all others normally entitled thereto, from excavating and causing the removal of any surface and sub-surface materials of the driveway located within those parts of the **BANK OF NOVA SCOTIA LANDS**, designated as **PARTS 12 and 13** on Reference Plan 66R-25889. This easement does not restrict the owners of the **BANK OF NOVA SCOTIA LANDS** from constructing future building or structures within said **PARTS 12, 13 and 14**. *(This easement is created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should also be made to paragraph 1.8 of Article I of the Declaration and to Schedule 'N' of the Declaration containing the consent of the registered owners and mortgagees of the freehold and leasehold interests of the BANK OF NOVA SCOTIA LANDS);*

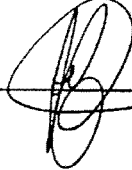
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TOGETHER WITH an easement in favour of the owners of the **HOTEL LANDS**, their successors and assigns, their respective employees, agents, invitees, contractors and servicemen, in common with all others entitled thereto, over those parts of the **BANK OF NOVA SCOTIA LANDS**, designated as **PARTS 12, 13 and 14** on Reference Plan 66R-25889 for the purpose of effecting and facilitating the washing of the building constructed on the **HOTEL LANDS** including but not limited to windows, frames, building cladding, curtain wall, concrete, and other decorative appurtenances. This easement does not restrict the owners of the **BANK OF NOVA SCOTIA LANDS** from constructing future building or structures within said **PARTS 12, 13 and 14**. *(This easement is created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should also be made to paragraph 1.8 of Article 1 of the Declaration and to Schedule 'N' of the Declaration containing the consent of the registered owners and mortgagees of the freehold and leasehold interests of the BANK OF NOVA SCOTIA LANDS).*

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

HARRIS SHEAFFER LLP,
Barristers and Solicitors and duly authorized agents for
Talon International Inc.

October 16/12
Dated

per:  _____
Jeffrey Silver

SCHEDULE "B"

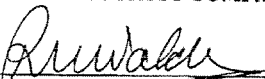
CONSENT

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. Computershare Trust Company of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Instrument No. AT1599258 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. Mortgage Instrument No. AT1599258 was transferred by Instrument No. AT 3156473 registered October ~~17~~¹⁹, 2012.
3. Computershare Trust Company of Canada consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
4. Computershare Trust Company of Canada postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
5. Computershare Trust Company of Canada is entitled by law to grant this consent and postponement.

DATED this 19th day of October, 2012.

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: 
 Name: Patricia Wakelin
 Title: Corporate Trust Officer

Per: 
 Name: Soheil Kafai
 Title: Corporate Trust Officer

I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

(under clause 7(2)(b) of the *Condominium Act, 1998*)

- 1. Midland Resources Holding Limited has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Instrument No. AT1599260 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
- 2. Midland Resources Holding Limited consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. Midland Resources Holding Limited postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
- 4. Midland Resources Holding Limited is entitled by law to grant this consent and postponement.

DATED this 19th day of October, 2012.

MIDLAND RESOURCES HOLDING LIMITED

Per: Robert Lee
 Name: ROBERT LEE
 Title: DIRECTOR

Per: _____
 Name:
 Title:

We have the authority to bind the Corporation.

SCHEDULE 'C'**UNIT BOUNDARIES**

Each Restaurant/Bar Unit, Hotel Unit, Office Unit, Storage Unit, Service Unit, Communications Control Unit, Vitrine Unit, Parking Unit, Declarant Parking Unit, Valet Lay-By Unit and Spa Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1, 2, 3 and 4 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Restaurant/Bar Units, Hotel Units, Office Unit, Storage Units, Service Units, Communications Control Units, Vitrine Units, Parking Units, Declarant Parking Units, Valet Lay-By Units and Spa Unit are the physical surfaces and planes referred to below, are illustrated on Part 1, Sheets 1, 2, 3 and 4 of the Description and all dimensions shall have reference to them.

Without limiting the generalities of the foregoing, the boundaries of each Unit are as follows:

1. **BOUNDARIES OF THE RESTAURANT/BAR UNITS**
(Being Unit 7 on Level B; Unit 1 on Level 1; Unit 1 on Level 9; Unit 1 on Level 10; Unit 2 on Level 30)
 2. **BOUNDARIES OF THE HOTEL UNITS**
(Being Units 1 to 15 inclusive on Levels 11 to 21 Inclusive; Units 1 to 13 inclusive on Level 22 to 28 inclusive; Units 1 to 5 inclusive on Level 29)
 3. **BOUNDARIES OF THE OFFICE UNIT**
(Being Unit 1 on Level 8)
 4. **BOUNDARIES OF THE STORAGE UNITS**
(Being Unit 26 on Levels 4, 5 and 6; Unit 28 on Level 7; Unit 2, 3 and 4 on Level 10)
- a) Each Restaurant/Bar Unit, Hotel Unit, Office Unit and Storage Unit shall be bounded vertically by:
- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
- b) Each Restaurant/Bar Unit, Hotel Unit, Office Unit and Storage Unit shall be bounded horizontally by:
- i) The back side face and plane of the drywall sheathing on all exterior walls or walls separating a unit from the common elements.
 - ii) The unit side surface and plane of all exterior door, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass or acrylic panel contained therein.
 - iii) The surface and plane of the masonry wall and concrete wall or column and/or the production thereof.
 - iv) In the vicinity of suspended ceilings, bulkheads, ducts, pipe spaces and concrete columns, the unit boundaries are the back side faces of the drywall sheathing enclosing said suspended ceilings, bulkheads, ducts, pipe spaces and masonry structural columns and walls.
 - v) The vertical plane established by measurements.
 - vi) The back side face and plane of the drywall sheathing.
 - vii) The vertical plane controlled by the centreline of demising wall and the production thereof.

SCHEDULE 'C'**UNIT BOUNDARIES**

- 5. BOUNDARIES OF THE SERVICE UNITS**
 (Being Mechanical/Electrical Room Unit 1 on Level B
 Mechanical Room Unit 2 on Level B
 Garbage Room Unit 3 on Level B
 Garbage Room Unit 1 on Level A
 Truck Access and Turnaround Unit 2 on Level A
 Loading Area Unit 3 on Level A
 Fire Control Unit 2 on Level 1
 Interior Roadway Unit 3 on Level 1
 Loading Area Unit 12 on Level 2
 Loading Area Units 1, 2 and 4 on Level 3
 Mechanical Room Unit 1 on Level 32)
- 6. BOUNDARIES OF THE COMMUNICATIONS CONTROL UNITS**
 (Being Units 4, 5 and 6 on Level B)
- a) Each Service Unit and Communications Control Unit shall be bounded vertically by one or a combination of:
- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
 - iii) The plane established 4.00 metres perpendicularly distant above and parallel to the concrete floor.
 - iv) The plane established 2.50 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete floor slab.
- b) Each Service Unit and Communications Control Unit shall be bounded horizontally by one or a combination of:
- i) The vertical plane established by measurements.
 - ii) The surface and plane of the masonry wall and concrete wall or column and/or the production thereof.
 - iii) The unfinished unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass or acrylic panels contained therein.
 - iv) The back side face and plane of the drywall sheathing.
 - v) The vertical plane established by the line and face of the columns and/or the production thereof.
 - vi) The vertical plane established by the centreline of columns and/or the production thereof.
 - vii) The vertical plane established by measurement and perpendicular to the masonry wall.
 - viii) The vertical plane established perpendicular to the masonry wall and passing through the centreline of the concrete column and/or the production thereof.
 - ix) The vertical plane established by the face of curb and/or the production.

SCHEDULE 'C'**UNIT BOUNDARIES**

- 7. BOUNDARIES OF THE VITRINE UNITS**
(Being Units 4 to 7 inclusive on Level 1)
- a) Each Vitrine Unit shall be bounded vertically by one or a combination of:
- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The plane established 2.5 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete floor slab.
- b) Each Vitrine Unit shall be bounded horizontally by:
- i) The vertical plane established by measurements.
- 8. BOUNDARIES OF THE PARKING UNITS**
(Being Unit 8 on Level 1; Units 8 and 9 on Level 2; Units 3, 5 to 15 inclusive, 19, 20 and 21 on Level 3; Units 1 to 25 inclusive on Levels 4, 5 and 6; Units 1 to 27 inclusive on Level 7)
- 9. BOUNDARIES OF THE DECLARANT PARKING UNITS**
(Being Units 1 to 7 inclusive on Level 2 and Units 16, 17 and 18 on Level 3)
- 10. BOUNDARIES OF THE VALET LAY-BY UNITS**
(Being Units 10 and 11 on Level 2)
- a) Each Parking Unit, Declarant Parking Unit and Valet Lay-By Unit shall be bounded vertically by one or a combination of:
- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete floor slab and/or the production thereof.
- b) Each Parking Unit, Declarant Parking Unit and Valet Lay-By Unit shall be bounded horizontally by one or a combination of:
- i) The face and plane of the masonry wall and/or the production thereof.
 - ii) The vertical plane established by the line and face of the columns and/or the production thereof.
 - iii) The vertical plane established by the centreline of columns and/or the production thereof.
 - iv) The vertical plane established by measurements.
 - v) The vertical plane established by measurement and perpendicular to the masonry wall.
 - vi) The vertical plane established perpendicular to the masonry wall and passing through the centreline of the concrete column and/or the production thereof.
- 11. BOUNDARIES OF THE SPA UNIT**
(Being Unit 1 on Level 30)
- a) The Spa Unit is bounded vertically by:
- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.

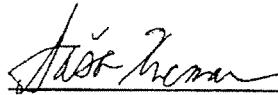
SCHEDULE 'C'

UNIT BOUNDARIES

- b) The Spa Unit is bounded horizontally by:
- i) The surface and plane of the masonry wall and concrete wall or column and/or the production thereof.
 - ii) The back side face and plane of the drywall sheathing and the production thereof.
 - iii) The unit side surface and plane of all exterior door, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass or acrylic panel contained therein.
 - iv) The vertical plane controlled by the centreline of demising wall and the production thereof.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1, 2, 3 and 4 of the Description.

May 30th 2012
Dated



Saša Krcmar
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself in order to determine the maintenance and repair responsibilities for any Unit (Article V, Paragraph 5.1 – Maintenance and Repairs to Unit under Sections 41 and 42 of the Act) and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit (Paragraph 1.5 – Boundaries of Units and Monuments).

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
Mechanical/Electrical Room Unit	B	1	0.00001	0.00001
Mechanical Room Unit	B	2	0.00001	0.00001
Garbage Room Unit	B	3	0.00001	0.00001
Communications Control Unit	B	4	0.00001	0.00001
Communications Control Unit	B	5	0.00001	0.00001
Communications Control Unit	B	6	0.00001	0.00001
Restaurant/Bar Unit	B	7	0.00195	0.02135
Garbage Room Unit	A	1	0.00001	0.00001
Truck Access and Turnaround Unit	A	2	0.00001	0.00001
Loading Area Unit	A	3	0.00001	0.00001
Restaurant/Bar Unit	1	1	0.06314	0.69276
Fire Control Unit	1	2	0.00001	0.00001
Interior Roadway Unit	1	3	0.00001	0.00001
Vitrine Unit	1	4	0.00001	0.00001
Vitrine Unit	1	5	0.00001	0.00001
Vitrine Unit	1	6	0.00001	0.00001
Vitrine Unit	1	7	0.00001	0.00001
Parking Unit	1	8	0.00699	0.00699
Declarant Parking Unit	2	1	0.00699	0.00699
Declarant Parking Unit	2	2	0.00699	0.00699
Declarant Parking Unit	2	3	0.00699	0.00699
Declarant Parking Unit	2	4	0.00699	0.00699
Declarant Parking Unit	2	5	0.00699	0.00699
Declarant Parking Unit	2	6	0.00699	0.00699
Declarant Parking Unit	2	7	0.00699	0.00699
Parking Unit	2	8	0.00699	0.00699
Parking Unit	2	9	0.00699	0.00699
Valet Lay-By Unit	2	10	0.00699	0.00699
Valet Lay-By Unit	2	11	0.00699	0.00699
Loading Area Unit	2	12	0.00001	0.00001
Loading Area Unit	3	1	0.00001	0.00001
Loading Area Unit	3	2	0.00001	0.00001
Parking Unit	3	3	0.00699	0.00699
Loading Area Unit	3	4	0.00001	0.00001
Parking Unit	3	5	0.00699	0.00699
Parking Unit	3	6	0.00699	0.00699
Parking Unit	3	7	0.00699	0.00699
Parking Unit	3	8	0.00699	0.00699
Parking Unit	3	9	0.00699	0.00699
Parking Unit	3	10	0.00699	0.00699
Parking Unit	3	11	0.00699	0.00699
Parking Unit	3	12	0.00699	0.00699
Parking Unit	3	13	0.00699	0.00699
Parking Unit	3	14	0.00699	0.00699
Parking Unit	3	15	0.00699	0.00699
Declarant Parking Unit	3	16	0.00699	0.00699
Declarant Parking Unit	3	17	0.00699	0.00699
Declarant Parking Unit	3	18	0.00699	0.00699
Parking Unit	3	19	0.00699	0.00699
Parking Unit	3	20	0.00699	0.00699
Parking Unit	3	21	0.00699	0.00699
Parking Unit	4	1	0.00699	0.00699
Parking Unit	4	2	0.00699	0.00699
Parking Unit	4	3	0.00699	0.00699
Parking Unit	4	4	0.00699	0.00699
Parking Unit	4	5	0.00699	0.00699
Parking Unit	4	6	0.00699	0.00699
Parking Unit	4	7	0.00699	0.00699
Parking Unit	4	8	0.00699	0.00699
Parking Unit	4	9	0.00699	0.00699
Parking Unit	4	10	0.00699	0.00699
Parking Unit	4	11	0.00699	0.00699
Parking Unit	4	12	0.00699	0.00699

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
Parking Unit	4	13	0.00699	0.00699
Parking Unit	4	14	0.00699	0.00699
Parking Unit	4	15	0.00699	0.00699
Parking Unit	4	16	0.00699	0.00699
Parking Unit	4	17	0.00699	0.00699
Parking Unit	4	18	0.00699	0.00699
Parking Unit	4	19	0.00699	0.00699
Parking Unit	4	20	0.00699	0.00699
Parking Unit	4	21	0.00699	0.00699
Parking Unit	4	22	0.00699	0.00699
Parking Unit	4	23	0.00699	0.00699
Parking Unit	4	24	0.00699	0.00699
Parking Unit	4	25	0.00699	0.00699
Storage Unit	4	26	0.00125	0.00125
Parking Unit	5	1	0.00699	0.00699
Parking Unit	5	2	0.00699	0.00699
Parking Unit	5	3	0.00699	0.00699
Parking Unit	5	4	0.00699	0.00699
Parking Unit	5	5	0.00699	0.00699
Parking Unit	5	6	0.00699	0.00699
Parking Unit	5	7	0.00699	0.00699
Parking Unit	5	8	0.00699	0.00699
Parking Unit	5	9	0.00699	0.00699
Parking Unit	5	10	0.00699	0.00699
Parking Unit	5	11	0.00699	0.00699
Parking Unit	5	12	0.00699	0.00699
Parking Unit	5	13	0.00699	0.00699
Parking Unit	5	14	0.00699	0.00699
Parking Unit	5	15	0.00699	0.00699
Parking Unit	5	16	0.00699	0.00699
Parking Unit	5	17	0.00699	0.00699
Parking Unit	5	18	0.00699	0.00699
Parking Unit	5	19	0.00699	0.00699
Parking Unit	5	20	0.00699	0.00699
Parking Unit	5	21	0.00699	0.00699
Parking Unit	5	22	0.00699	0.00699
Parking Unit	5	23	0.00699	0.00699
Parking Unit	5	24	0.00699	0.00699
Parking Unit	5	25	0.00699	0.00699
Storage Unit	5	26	0.00125	0.00125
Parking Unit	6	1	0.00699	0.00699
Parking Unit	6	2	0.00699	0.00699
Parking Unit	6	3	0.00699	0.00699
Parking Unit	6	4	0.00699	0.00699
Parking Unit	6	5	0.00699	0.00699
Parking Unit	6	6	0.00699	0.00699
Parking Unit	6	7	0.00699	0.00699
Parking Unit	6	8	0.00699	0.00699
Parking Unit	6	9	0.00699	0.00699
Parking Unit	6	10	0.00699	0.00699
Parking Unit	6	11	0.00699	0.00699
Parking Unit	6	12	0.00699	0.00699
Parking Unit	6	13	0.00699	0.00699
Parking Unit	6	14	0.00699	0.00699
Parking Unit	6	15	0.00699	0.00699
Parking Unit	6	16	0.00699	0.00699
Parking Unit	6	17	0.00699	0.00699
Parking Unit	6	18	0.00699	0.00699
Parking Unit	6	19	0.00699	0.00699
Parking Unit	6	20	0.00699	0.00699
Parking Unit	6	21	0.00699	0.00699
Parking Unit	6	22	0.00699	0.00699
Parking Unit	6	23	0.00699	0.00699
Parking Unit	6	24	0.00699	0.00699
Parking Unit	6	25	0.00699	0.00699
Storage Unit	6	26	0.00125	0.00125

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
Parking Unit	7	1	0.00699	0.00699
Parking Unit	7	2	0.00699	0.00699
Parking Unit	7	3	0.00699	0.00699
Parking Unit	7	4	0.00699	0.00699
Parking Unit	7	5	0.00699	0.00699
Parking Unit	7	6	0.00699	0.00699
Parking Unit	7	7	0.00699	0.00699
Parking Unit	7	8	0.00699	0.00699
Parking Unit	7	9	0.00699	0.00699
Parking Unit	7	10	0.00699	0.00699
Parking Unit	7	11	0.00699	0.00699
Parking Unit	7	12	0.00699	0.00699
Parking Unit	7	13	0.00699	0.00699
Parking Unit	7	14	0.00699	0.00699
Parking Unit	7	15	0.00699	0.00699
Parking Unit	7	16	0.00699	0.00699
Parking Unit	7	17	0.00699	0.00699
Parking Unit	7	18	0.00699	0.00699
Parking Unit	7	19	0.00699	0.00699
Parking Unit	7	20	0.00699	0.00699
Parking Unit	7	21	0.00699	0.00699
Parking Unit	7	22	0.00699	0.00699
Parking Unit	7	23	0.00699	0.00699
Parking Unit	7	24	0.00699	0.00699
Parking Unit	7	25	0.00699	0.00699
Parking Unit	7	26	0.00699	0.00699
Parking Unit	7	27	0.00699	0.00699
Storage Unit	7	28	0.00125	0.00125
Office Unit	8	1	0.41388	4.53865
Restaurant/Bar Unit	9	1	0.19108	2.09643
Restaurant/Bar Unit	10	1	0.07871	0.86356
Storage Unit	10	2	0.00150	0.00150
Storage Unit	10	3	0.00150	0.00150
Storage Unit	10	4	0.00150	0.00150
1101	11	1	0.31441	0.23711
1102	11	2	0.34460	0.25988
1103	11	3	0.31944	0.24092
1104	11	4	0.31837	0.24011
1105	11	5	0.31920	0.24072
1106	11	6	0.31939	0.24088
1107	11	7	0.31069	0.23431
1108	11	8	0.47647	0.42043
1109	11	9	0.30638	0.23105
1110	11	10	0.40772	0.35976
1111	11	11	0.40902	0.36091
1112	11	12	0.37046	0.32689
1113	11	13	0.36955	0.32608
1114	11	14	0.43234	0.38149
1115	11	15	0.29052	0.21910
1201	12	1	0.31450	0.23719
1202	12	2	0.34470	0.25996
1203	12	3	0.31954	0.24099
1204	12	4	0.31949	0.24095
1205	12	5	0.31949	0.24095
1206	12	6	0.31949	0.24095
1207	12	7	0.31079	0.23439
1208	12	8	0.47660	0.42055
1209	12	9	0.30646	0.23112
1210	12	10	0.40867	0.36061
1211	12	11	0.41002	0.36180
1212	12	12	0.37059	0.32701

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1213	12	13	0.36968	0.32620
1214	12	14	0.43248	0.38161
1215	12	15	0.29062	0.21918
1401	13	1	0.31450	0.23719
1402	13	2	0.34470	0.25996
1403	13	3	0.31954	0.24099
1404	13	4	0.31949	0.24095
1405	13	5	0.31949	0.24095
1406	13	6	0.31949	0.24095
1407	13	7	0.31079	0.23439
1408	13	8	0.47660	0.42055
1409	13	9	0.30646	0.23112
1410	13	10	0.40867	0.36061
1411	13	11	0.41002	0.36180
1412	13	12	0.37059	0.32701
1413	13	13	0.36968	0.32620
1414	13	14	0.43248	0.38161
1415	13	15	0.29062	0.21918
1501	14	1	0.30564	0.23051
1502	14	2	0.34434	0.25969
1503	14	3	0.31842	0.24015
1504	14	4	0.32957	0.24856
1505	14	5	0.33100	0.24963
1506	14	6	0.32708	0.24668
1507	14	7	0.30921	0.23320
1508	14	8	0.47618	0.42016
1509	14	9	0.30626	0.23097
1510	14	10	0.40845	0.36041
1511	14	11	0.40976	0.36157
1512	14	12	0.37038	0.32681
1513	14	13	0.36942	0.32597
1514	14	14	0.43221	0.38138
1515	14	15	0.29042	0.21903
1601	15	1	0.30564	0.23051
1602	15	2	0.34434	0.25969
1603	15	3	0.31842	0.24015
1604	15	4	0.32957	0.24856
1605	15	5	0.33100	0.24963
1606	15	6	0.32708	0.24668
1607	15	7	0.30921	0.23320
1608	15	8	0.47618	0.42016
1609	15	9	0.30626	0.23097
1610	15	10	0.40845	0.36041
1611	15	11	0.40976	0.36157
1612	15	12	0.37038	0.32681
1613	15	13	0.36942	0.32597
1614	15	14	0.43221	0.38138
1615	15	15	0.29042	0.21903
1701	16	1	0.30564	0.23051
1702	16	2	0.34434	0.25969
1703	16	3	0.31842	0.24015
1704	16	4	0.32957	0.24856
1705	16	5	0.33100	0.24963
1706	16	6	0.32708	0.24668
1707	16	7	0.30921	0.23320
1708	16	8	0.47618	0.42016
1709	16	9	0.30626	0.23097
1710	16	10	0.40845	0.36041
1711	16	11	0.40976	0.36157
1712	16	12	0.37038	0.32681
1713	16	13	0.36942	0.32597
1714	16	14	0.43221	0.38138

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1715	16	15	0.29042	0.21903
1801	17	1	0.30564	0.23051
1802	17	2	0.34434	0.25969
1803	17	3	0.31842	0.24015
1804	17	4	0.32957	0.24856
1805	17	5	0.33100	0.24963
1806	17	6	0.32708	0.24668
1807	17	7	0.30921	0.23320
1808	17	8	0.47618	0.42016
1809	17	9	0.30626	0.23097
1810	17	10	0.40845	0.36041
1811	17	11	0.40976	0.36157
1812	17	12	0.37038	0.32681
1813	17	13	0.36942	0.32597
1814	17	14	0.43221	0.38138
1815	17	15	0.29042	0.21903
1901	18	1	0.30564	0.23051
1902	18	2	0.34434	0.25969
1903	18	3	0.31842	0.24015
1904	18	4	0.32957	0.24856
1905	18	5	0.33100	0.24963
1906	18	6	0.32708	0.24668
1907	18	7	0.30921	0.23320
1908	18	8	0.47618	0.42016
1909	18	9	0.30626	0.23097
1910	18	10	0.40845	0.36041
1911	18	11	0.40976	0.36157
1912	18	12	0.37038	0.32681
1913	18	13	0.36942	0.32597
1914	18	14	0.43221	0.38138
1915	18	15	0.29042	0.21903
2001	19	1	0.30564	0.23051
2002	19	2	0.34434	0.25969
2003	19	3	0.31842	0.24015
2004	19	4	0.32957	0.24856
2005	19	5	0.33100	0.24963
2006	19	6	0.32708	0.24668
2007	19	7	0.30921	0.23320
2008	19	8	0.47618	0.42016
2009	19	9	0.30626	0.23097
2010	19	10	0.40845	0.36041
2011	19	11	0.40976	0.36157
2012	19	12	0.37038	0.32681
2013	19	13	0.36942	0.32597
2014	19	14	0.43221	0.38138
2015	19	15	0.29042	0.21903
2101	20	1	0.30564	0.23051
2102	20	2	0.34434	0.25969
2103	20	3	0.31842	0.24015
2104	20	4	0.32957	0.24856
2105	20	5	0.33100	0.24963
2106	20	6	0.32708	0.24668
2107	20	7	0.30921	0.23320
2108	20	8	0.47618	0.42016
2109	20	9	0.30626	0.23097
2110	20	10	0.40845	0.36041
2111	20	11	0.40976	0.36157
2112	20	12	0.37038	0.32681
2113	20	13	0.36942	0.32597
2114	20	14	0.43221	0.38138
2115	20	15	0.29042	0.21903

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
2201	21	1	0.30564	0.23051
2202	21	2	0.34439	0.25973
2203	21	3	0.31847	0.24019
2204	21	4	0.32983	0.24860
2205	21	5	0.33105	0.24667
2206	21	6	0.32713	0.24671
2207	21	7	0.30921	0.23320
2208	21	8	0.47453	0.41870
2209	21	9	0.30626	0.23097
2210	21	10	0.40845	0.36041
2211	21	11	0.40980	0.36160
2212	21	12	0.37038	0.32681
2213	21	13	0.36946	0.32601
2214	21	14	0.43226	0.38142
2215	21	15	0.29042	0.21903
2301	22	1	0.42351	0.37370
2302	22	2	0.50001	0.44120
2303	22	3	0.32443	0.24488
2304	22	4	0.32739	0.24691
2305	22	5	0.32372	0.24414
2306	22	6	0.30600	0.23078
2307	22	7	0.46959	0.41433
2308	22	8	0.30310	0.22859
2309	22	9	0.40114	0.35396
2310	22	10	0.40797	0.35999
2311	22	11	0.36655	0.32344
2312	22	12	0.36607	0.32301
2313	22	13	0.61412	0.54189
2401	23	1	0.42442	0.37451
2402	23	2	0.50106	0.44213
2403	23	3	0.32509	0.24518
2404	23	4	0.32810	0.24744
2405	23	5	0.32438	0.24464
2406	23	6	0.30666	0.23128
2407	23	7	0.41559	0.36671
2408	23	8	0.30371	0.22905
2409	23	9	0.40201	0.35473
2410	23	10	0.40880	0.36072
2411	23	11	0.36729	0.32409
2412	23	12	0.36681	0.32367
2413	23	13	0.61542	0.54304
2501	24	1	0.42442	0.37451
2502	24	2	0.50106	0.44213
2503	24	3	0.32509	0.24518
2504	24	4	0.32810	0.24744
2505	24	5	0.32438	0.24464
2506	24	6	0.30666	0.23128
2507	24	7	0.41559	0.36671
2508	24	8	0.30371	0.22905
2509	24	9	0.40201	0.35473
2510	24	10	0.40880	0.36072
2511	24	11	0.36729	0.32409
2512	24	12	0.36681	0.32367
2513	24	13	0.61542	0.54304
2601	25	1	0.42442	0.37451
2602	25	2	0.50106	0.44213
2603	25	3	0.32509	0.24518
2604	25	4	0.32810	0.24744
2605	25	5	0.32438	0.24464
2606	25	6	0.30666	0.23128

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
2607	25	7	0.41559	0.36671
2608	25	8	0.30371	0.22905
2609	25	9	0.40201	0.35473
2610	25	10	0.40880	0.36072
2611	25	11	0.36729	0.32409
2612	25	12	0.36681	0.32367
2613	25	13	0.61542	0.54304
2701	26	1	0.42442	0.37451
2702	26	2	0.50106	0.44213
2703	26	3	0.32509	0.24518
2704	26	4	0.32810	0.24744
2705	26	5	0.32438	0.24464
2706	26	6	0.30666	0.23128
2707	26	7	0.41559	0.36671
2708	26	8	0.30371	0.22905
2709	26	9	0.40201	0.35473
2710	26	10	0.40880	0.36072
2711	26	11	0.36729	0.32409
2712	26	12	0.36681	0.32367
2713	26	13	0.61542	0.54304
2801	27	1	0.42442	0.37451
2802	27	2	0.50106	0.44213
2803	27	3	0.32509	0.24518
2804	27	4	0.32810	0.24744
2805	27	5	0.32438	0.24464
2806	27	6	0.30666	0.23128
2807	27	7	0.41559	0.36671
2808	27	8	0.30371	0.22905
2809	27	9	0.40201	0.35473
2810	27	10	0.40880	0.36072
2811	27	11	0.36729	0.32409
2812	27	12	0.36681	0.32367
2813	27	13	0.61542	0.54304
2901	28	1	0.42443	0.37451
2902	28	2	0.50106	0.44213
2903	28	3	0.32510	0.24518
2904	28	4	0.32810	0.24744
2905	28	5	0.32438	0.24464
2906	28	6	0.30667	0.23128
2907	28	7	0.41559	0.36671
2908	28	8	0.30371	0.22905
2909	28	9	0.40202	0.35473
2910	28	10	0.40880	0.36072
2911	28	11	0.36729	0.32409
2912	28	12	0.36681	0.32367
2913	28	13	0.61643	0.54304
3001	29	1	1.02752	0.90664
3002	29	2	0.51768	0.45676
3003	29	3	0.71387	0.62990
3004	29	4	0.88282	0.77896
3005	29	5	0.13786	1.51258
Spa Unit	30	1	0.58039	6.36692
Restaurant/Bar Unit	30	2	0.22894	2.51115
Mechanical Unit	32	1	0.00001	0.00001
		TOTAL	100.00000	100.00000

SCHEDULE "E"
SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums and costs, including any insurance consultants, brokers and appraisal fees;
 - (ii) water and sewage and electricity respecting Common Elements;
 - (iii) waste disposal and garbage collection;
 - (iv) maintenance materials, tools and supplies;
 - (v) snow removal and landscaping;
 - (vi) fuel, including gas, oil and hydro electricity unless metered separately for a Unit;
 - (vii) access fee payable pursuant to the Spa Access and Operations Agreement;
 - (viii) the Shared Facilities, including the Service Units, and Personnel Costs; and
 - (ix) the Parking Units owned by the Corporation;
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money and working capital for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;

- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation;
- (k) all other sums required to fulfill the obligations under the Reciprocal Agreement;
- (l) telecommunication services and technology provided by the Owner of the Communications Control Units;
- (m) all sums of money to be paid for the purchase of the Parking Units as contemplated under the Declaration, including payment of any land transfer tax thereon and payments under any parking unit mortgage registered against the Parking Units owned by the Corporation;
- (n) all sums of money to be paid for property taxes relating to the Parking Units and assets owned by the Corporation;
- (o) all sums of money to be paid for marketing and advertising;
- (p) all sums of money to be paid for services or agreements relating to valet parking;
- (q) all sums of money to be paid relating to employees of the Corporation;
- (r) all sums of money to be paid for the maintenance of and repairs to the common elements;
- (s) all sums of money to be paid for licensing and permits, including all costs and fees necessary and applicable to obtaining a liquor license for the mini bars;
- (t) all sums of money to be paid for Standard Hotel Services pursuant to the Hotel Unit Maintenance Agreement and the Hotel Management Agreement;
- (u) all sums of money to be paid for hotel guest services, including goods and other items placed in the Hotel Units, including, without limitation, bottled water, bathrobes, slippers and mini-bar items; and
- (v) all income taxes assessed against the Corporation.

SCHEDULE 'F'

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

Subject to the provisions of the Declaration, the By-laws and Rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon for purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas appurtenant thereto:

- a) The owner(s) of Spa Unit 1 and Restaurant/Bar Unit 2 on Level 30 shall have exclusive use of those portions of the common elements designated as sign areas and are numbered as **S1, S2 and S3** on Level 1 as illustrated on Sheet 1, Part 2 of the Description.
- b) The owner(s) of Restaurant/Bar Unit 1 on Level 1 shall have exclusive use of those portions of the common elements designated as sign areas and are numbered as **S4, S5, S6 and S7** on Level 1 as illustrated on Sheet 1, Part 2 of the Description.
- c) The owner(s) of Restaurant/Bar Unit 2 on Level 30 shall have exclusive use of that portion of the common elements designated as **Terrace** as illustrated on Sheet 3, Part 1 of the Description.

Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limits of any exclusive use portion of the common elements shall not form part thereof.

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SCHEDULE "G"

TALON INTERNATIONAL INC.

325 Bay Street-Hotel
Toronto, Ontario

CERTIFICATE OF ARCHITECT

(under clause 8 (1) (e) or (h) of the Condominium Act, 1998)

I certify that:

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

- 1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
- 2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
- 3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
- 4. All underground garages have walls and floor assemblies in place.

OR

- There are no underground garages.
- 5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- 6. All installations with respect to the provision of water and sewage services are in place.
- 7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
- 8. All installations with respect to the provision of air conditioning are in place.

OR

- There are no installations with respect to the provision of air conditioning.
- 9. All installations with respect to the provision of electricity are in place.
- 10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- There are no indoor or outdoor swimming pools.
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 11 day of May, 2012.

Alan Munn
(signature)

Alan Munn
(print name)
Architect



SCHEDULE "G"

TALON INTERNATIONAL INC.

325 Bay Street
Toronto, Ontario

CERTIFICATE OF ENGINEER

(under clause 8 (1) (e) or (h) of the Condominium Act, 1998)

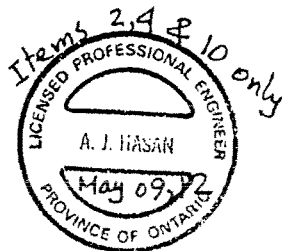
I certify that:

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

- 1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
 - 2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
 - 3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
 - 4. All underground garages have walls and floor assemblies in place.
- OR
- There are no underground garages.
- 5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- OR
- There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- 6. All installations with respect to the provision of water and sewage services are in place.
 - 7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
 - 8. All installations with respect to the provision of air conditioning are in place.
- OR
- There are no installations with respect to the provision of air conditioning.
- 9. All installations with respect to the provision of electricity are in place.
 - 10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
- OR
- There are no indoor or outdoor swimming pools.
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 9th day of May, 2012.



A. J. Hasan
(signature)

Agha Hasan
(print name)
Engineer
Halcrow Yolles

SCHEDULE "G"

TALON INTERNATIONAL INC.

325 Bay Street
Toronto, Ontario

CERTIFICATE OF ENGINEER

(under clause 8 (1) (e) or (h) of the Condominium Act, 1998)

I certify that: R.J. Burnside & Associates Limited, 6990 Creditview Road, Unit 2, Mississauga, ON L5N 8R9

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

- 1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
 - 2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
 - 3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
 - 4. All underground garages have walls and floor assemblies in place.
- OR
- There are no underground garages.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- OR
- There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
- OR
- There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
- OR
- There are no indoor or outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 27 day of April, 2012.

V. J. Dibacco

(signature)



Vincent J. Dibacco

(print name)
Engineer

SCHEDULE "G"
TALON INTERNATIONAL INC.
325 Bay Street
Toronto, Ontario
CERTIFICATE OF ENGINEER

(under clause 8 (1) (e) or (h) of the Condominium Act, 1998)

I certify that:

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

- 1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
 - 2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
 - 3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
 - 4. All underground garages have walls and floor assemblies in place.
- OR
- There are no underground garages.
- 5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- OR
- There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- 6. All installations with respect to the provision of water and sewage services are in place.
 - 7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
 - 8. All installations with respect to the provision of air conditioning are in place.
- OR
- There are no installations with respect to the provision of air conditioning.
- 9. All installations with respect to the provision of electricity are in place.
- 10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
- OR
- There are no indoor or outdoor swimming pools.
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 23 day of May, 2012.



Sam Poon
(signature)
Hicki Kae Consulting Engineers Inc
SAM POON, P.ENG.
(print name)
Engineer

SCHEDULE "N"

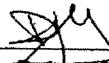
CONSENT

- 1. SP Nominee Inc. consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 2. SP Nominee Inc. consents to the creation of easements in perpetuity over its interest in the land as described in Schedule "A" to this Declaration.
- 3. SP Nominee Inc. is entitled by law to grant this consent.

DATED this 16th day of October, 2012.

SP NOMINEE INC.

Per:



Name:

~~P. John Gavan~~

Title:

~~Executive Vice-President~~

Per:

Name:

Title:

I/We have the authority to bind the Corporation.

SCHEDULE "N"

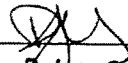
CONSENT

- 1. SPI Nominee Inc. consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 2. SPI Nominee Inc. consents to the creation of easements in perpetuity over the land as owned by it as described in Schedule "A" to this Declaration.
- 3. SPI Nominee Inc. is entitled by law to grant this consent.

DATED this 16th day of October, 2012.

SPI NOMINEE INC.

Per:



Name:

P. Jane Gavan

Title:

Executive Vice-President

Per:

Name:

Title:

I/We have the authority to bind the Corporation.

APPLICATION UNDER SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C.43, AS AMENDED,
AND SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3 AS AMENDED

JCF CAPITAL ULC and Talon International Inc. et al.
Applicant
Respondents

CV-16-11573-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding Commenced at Toronto

MOTION RECORD

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Barristers & Solicitors
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M5H 3E5

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Fax: (416) 214-5400

John De Vellis (LSUC No. 45629V)
Tel: (416) 214-5232
Fax: (416) 214-5432

Lawyers for the Moving Parties