

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

BETWEEN:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

2012241 ONTARIO LIMITED

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, as amended and SECTION 101 OF
THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 c. C.43, as amended**

**APPENDIX "E" TO FIRST REPORT OF
RECEIVER DELOITTE & TOUCHE INC.
VOL. 3 of 3**

Borden Ladner Gervais LLP
Scotia Plaza, 40 King St. W.
Toronto, ON, M5H 3Y4

John D. Marshall

Tel.: 416-367-6024
Fax.: 416-361-2763

Lawyers for the Receiver

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(2)

**AGREEMENT OF PURCHASE AND SALE
SUNNY MEADOWS MEDICAL CENTRE**

UNIT 302 & 303, LEVEL 3, as shown on the sketch attached hereto as Schedule "A", Peel Region Standard Condominium Plan No. _____ proposed to be municipally known as 50 Sunny Meadow Boulevard, Brampton, Ontario.

_____ (the "Purchaser") agrees to and with 2012241 ONTARIO LIMITED (the "Vendor"), to purchase the above-described condominium unit(s) and its/their appurtenant common interest as specified in the Declaration (such above described unit(s) and its/their appurtenant common interest hereinafter collectively called the "Unit"), subject to the by-laws and rules of the condominium corporation (the "Condominium Corporation") to be created upon the registration of the Declaration and description under the *Condominium Act, 1998*, S.O. 1998, c.19, as amended (the "Act") and situate within a multi-unit commercial building (the "Condominium") on the following terms and conditions:

1. PURCHASE PRICE:

The purchase price of the Unit shall be: _____ hundred and seventy-seven thousand three hundred and twenty _____ of lawful money of Canada, said amount being calculated in accordance with Schedule "E", plus G.S.T. as per paragraph 14 herein, payable to the Vendor as follows:

- (a) a sum of _____ Dollars by cheque with this Agreement payable to the Escrow Agent, Sikder Professional Corporation in trust, as a deposit to be credited on account of the purchase price on closing;
- (b) further deposits payable as follows and to be credited on account of the purchase price on closing:
 - (a) the further sum of \$ 28,866.00 by cheque as a further deposit in -30 days _____;
 - (b) the further sum of \$ 28,866.00 by cheque as a further deposit in 60 days _____;
 - (c) the further sum of \$ 28,866.00 by cheque as a further deposit in 90 days _____;
 - (d) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (e) the further sum of \$ _____ by cheque as a further deposit on _____.
- (c) the balance of the purchase price, subject to adjustments as provided in this Agreement, shall be paid by certified cheque or bank draft on the Unit Transfer Date (as hereinafter defined).

The Purchaser agrees to deliver to the Vendor post-dated cheques payable to the Escrow Agent in the amounts set out in subparagraph 1(b) upon the execution of this Agreement.

2. CLOSING

- (a) The Purchaser shall occupy the Unit on 15th of May June June (the "Occupancy Date") and the Purchaser acknowledges and agrees that such Occupancy Date may be extended as provided for in this Agreement.
- (b) The purchase and sale of the Unit shall be completed and a transfer of the Unit delivered to the Purchaser in accordance with the terms of this Agreement on a date (the "Unit Transfer Date") that is the later of: (i) the Occupancy Date; and (ii) a date fixed by the Vendor upon which the transfer of the Unit acceptable for registration is delivered to the Purchaser or his solicitor.

PARAGRAPHS 1 TO _____ INCLUSIVE AND THE FOLLOWING SCHEDULES, IF ATTACHED, FORM PART OF THIS AGREEMENT:

- SCHEDULE "A" - SKETCH OF UNIT
- SCHEDULE "B" - VENDOR'S FINISHES
- SCHEDULE "C" - FINANCIAL ABILITY/DEPOSITS
- SCHEDULE "D" - ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE MATERIALS *NOT ACKNOWLEDGED AS NOT PROVIDED*
- SCHEDULE "E" - UNIT AREA SCHEDULE
- SCHEDULE _____

THE PURCHASER ACKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE DISCLOSURE STATEMENT DELIVERED TO HIM BY THE VENDOR PURSUANT TO THE PROVISIONS OF THE ACT. ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS OR REPRESENTATIVES SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT.

Witness: _____	Witness: _____
Purchaser: _____	Purchaser: _____
Purchaser's Signature: _____	Purchaser's Signature: _____
Date of Birth: _____	Date of Birth: _____
Social Insurance No.: _____	Social Insurance No.: _____
Address: _____	Address: _____
Tel. # _____ Cell # _____	Tel. # _____ Cell # _____
Fax # _____ Email _____	Fax # _____ Email _____

SOLICITORS FOR THE PURCHASER: H. CHARLES SHIFMAN BARRISTER & SOLICITOR
B.A. LWB 5799 Yonge St. Suite 900 Toronto Ont.
M2M 3V3

The Vendor hereby accepts the above offer. TEL: 416 226 9191
FAX: 416 225 1124

VENDOR'S SOLICITORS:
SIKDER PROFESSIONAL CORPORATION
1620 Albion Road, Suite 306 Toronto, Ontario M9V 4B4
Attn: Mr. Pallu Kumar Sikder, Solicitor
Telephone: (416) 740-2957 Fax: (416) 740-2642

2012241 Ontario Limited
Per: _____
I have authority to bind the Corporation.

3. DELAY

In the event that the completion of the transaction or the Unit or the common elements should be delayed by reason of strike, lockout, fire, lightning, flood, wind, water, earthquake or other casualty, tempest, riot, war, acts of God, unusual delay by common carrier, unavoidable casualty, non-installation or supply of services, obtaining building and other requisite permits, availability of tradesmen, and/or materials or by any other cause of any kind whether of the foregoing nature or beyond the control of the Vendor acting in a reasonable and prudent business manner, the Vendor shall be permitted such extensions of time as is reasonable under the circumstances and the time for occupancy shall be extended accordingly, and the Vendor shall not be liable to the Purchaser for any costs or damages, direct or indirect, or otherwise by reason of such delay. The Unit shall be deemed to be completed for the purposes of occupancy by the Occupancy Date or any extension thereof when the Vendor determines that the Condominium building is completed sufficient to permit occupancy of the requisite portion of the common areas thereof and the Purchaser agrees that he shall take occupancy of the Unit on the Occupancy Date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. In any event, the Purchaser acknowledges that failure to complete other units within the building in which the Purchaser's Unit is located, or the common elements on or before the Occupancy Date shall not be deemed to be a failure to complete the Unit. If the Vendor should be unable to complete the requisite portion of the common areas of the Condominium building, in which the Unit is located, for occupancy in accordance with this Agreement within the extensions of time herein provided for, the deposits shall be returned to the Purchaser without interest except as may be required by law and the Agreement shall be at an end, and the Vendor shall not be liable to the Purchaser for any costs or damages or otherwise. In such case, the Purchaser shall forthwith execute and complete such documents affecting the title as are necessary for the Vendor to effect a resale of the Unit to another purchaser. The completion of the requisite portion of the common areas of the Condominium building, in which the Unit is located, shall be conclusively established by the Vendor's architect.

The Vendor shall have the right and privilege upon at least thirty (30) days' prior written notice to the Purchaser, of accelerating the Occupancy Date for one or more periods of time not exceeding six months in total.

4. INTERIM OCCUPANCY

- (a) If the requisite portion of the common areas of the Condominium building, in which the Unit is located, are completed sufficient to permit occupancy thereof as determined by the Vendor by the Occupancy Date or any extension thereof then, the Purchaser shall, subject to any other provisions of this Agreement to the contrary, take possession of the Unit until the Unit Transfer Date, upon the terms set forth in Paragraph 5 below (which in such instances shall constitute the occupancy agreement), and/or shall execute at the Vendor's option its standard form of occupancy agreement (either occupancy agreement hereinafter called the "Occupancy Agreement"). In the event of a conflict between any term contained in the Vendor's standard form of occupancy agreement and any term contained in Paragraph 5 hereof, the provisions of the Vendor's standard form of occupancy agreement shall prevail.
- (b) On the Occupancy Date, the Purchaser shall deliver a clear and up-to-date execution certificate in respect of the Purchaser's name from the Land Titles Office or Sheriff's Office in which the Unit is situated, or provide the Vendor's solicitor with such other information and documentation as may be required in order to satisfy the Vendor's solicitor, in its sole discretion, that the Purchaser is not one and the same person as any particular execution debtor named in any particular execution on file in the said office.
- (c) The Purchaser shall pay an occupancy fee (the "Occupancy Fee") monthly, in advance, on the first day of each month, during the period between the Occupancy Date and the Unit Transfer Date, which Occupancy Fee shall be payable pro rata for periods of less than a whole month at the beginning or end of the occupancy period. The Occupancy Fee shall be equal to the maximum amount permitted in section 80(4) of the Act. The Purchaser shall provide any number of postdated cheques with respect to the Occupancy Fee as and when the Vendor may reasonably require same. **NO PART OF THE OCCUPANCY FEE SHALL BE CREDITED TOWARDS THE PURCHASE PRICE ON CLOSING NOR SHALL ANY PART THEREOF BE RETURNED TO THE PURCHASER IN THE EVENT THAT ANY DEPOSIT MONIES ARE TO BE RETURNED TO THE PURCHASER BY REASON OF THE TERMINATION OF THIS AGREEMENT.** No adjustment shall be made for fluctuations in those items on which the maximum occupancy fee is based other than as required in the Act, save and except as provided for in the following sentences in this subsection. The Vendor reserves the right to charge taxes applicable only to the land to the Purchaser as part of the monthly Occupancy Fee and adjust on the Unit Transfer Date any interim bills paid by the Vendor prior to the Unit Transfer Date. The Purchaser in such event shall still be responsible for all supplementary tax bills resulting from the construction of the Condominium building from and after the confirmed Occupancy Date and all tax bills after Unit Transfer Date applicable to the Unit.
- (d) The Purchaser covenants and agrees to provide the Vendor's solicitor, within thirty (30) days of the date of acceptance of this offer, with an irrevocable direction indicating the manner in which title to the Unit shall be taken on the Unit Transfer Date, setting forth the company name or the full names, birth dates and marital status and social insurance number of the Purchaser and all other parties permitted by the Vendor to take title to the Unit, as well as the address for service to be inserted in the transfer, failing which the Purchaser shall be in default hereunder, and in addition to any other rights and remedies available to the Vendor (either at law or in equity) as a result of such default by the Purchaser, the Vendor shall thereupon be entitled to engross the Unit in the name of the Purchaser as noted on page 1. of this Agreement, and the Purchaser shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the Occupancy Agreement and/or the transfer are so engrossed. If such irrevocable direction directs the Vendor's solicitor to engross title to the Unit in the name of a person(s) or party(ies) other than that of the Purchaser as noted on page 1 of this Agreement, which are permitted by the Vendor in accordance with this Agreement, then the Purchaser agrees to pay, on the Occupancy Date, the Vendor's solicitor's fees, in the amount of \$150.00 plus G.S.T..
- (e) The Purchaser agrees to obtain from the Vendor a time of day during which the Purchaser shall be entitled to move into the Unit and to use the elevator designated for such purposes, if any.

5. THE OCCUPANCY AGREEMENT

During the term of the Occupancy Agreement:

- (a) Subject to the provisions hereof, only the Purchaser shall have the right to occupy the Unit, for commercial purposes only, in accordance with the terms and provisions of the draft Condominium Documents included in the Disclosure Statement, and shall comply with same as if they were the owner of the Unit, and shall maintain and repair same in a clean and sightly manner as would a prudent owner, and the Purchaser acknowledges and agrees that he shall not

- have access to the Unit prior to the Occupancy Date without the Vendor's prior written consent and without being accompanied by a representative of the Vendor;
- (b) The Purchaser agrees not to make any changes, alterations, interior work or additions of any nature whatsoever to the Unit (collectively, the "Unit Alterations") up to and including the Unit Transfer Date unless the Purchaser either:
- (a) enters into an agreement with the Vendor (or a person designated by the Vendor) to source, construct and/or install the Unit Alterations and same shall be sourced, constructed or installed by the Vendor (or a person designated by the Vendor) in accordance with the terms of such agreement; or
- (b) obtains the written approval of the Vendor to permit the Purchaser itself to construct and install the Unit Alterations, which written approval may be arbitrarily withheld by the Vendor.
- (c) Should the Purchaser desire the Vendor's written approval in accordance with Paragraph 5(b)(b), the Purchaser shall submit to the Vendor detailed plans and drawings prepared by a qualified architect or engineer showing the proposed Interior Alterations (said plans and drawings being suitable for building permit purposes), together with any other documents that the Vendor deems necessary in its sole, absolute and unfettered discretion. The Purchaser shall be liable for all of the Vendor's architect's, engineer's and in-house fees incurred for reviewing the Purchaser's plans, documents and drawings and shall pay such sums forthwith upon demand or as an adjustment on the Unit Transfer Date, in the Vendor's sole discretion.
- (d) Should the Vendor grant its written approval to the performance of the Interior Alterations by the Purchaser, the performance of same shall not be commenced by or on behalf of the Purchaser unless:
- (a) copies of all consents, permits and licences required by any applicable municipal, regulatory or governmental authority and required to permit the performance of the Interior Alterations are delivered to the Vendor;
- (b) the Purchaser delivers an irrevocable letter of credit in favour of the Vendor in the amount equal to 200% of the costs of the performance of the approved Interior Alterations as a security deposit for construction liens, work performance during the construction period and latent defects, for a minimum of six months after the occupancy permit for the Unit has been issued by the municipality, such letter of credit to be on a form that is acceptable to the Vendor in its sole discretion and drawn by a Canadian Schedule 1 Chartered Bank. It is understood and agreed that the performance of the Interior Alterations shall be estimated by the Vendor in its sole discretion and such estimate shall be conclusive and binding with regards to determining the amount of the letter of credit. The Vendor reserves the right to increase the estimate amount at any time and accordingly, the Purchaser shall provide such additional letters of credit to the Vendor as are necessary to reflect a cumulative value of 200% of the revised estimate;
- (c) enter into any and all agreement required by the Vendor pertaining to the performance of the Interior Alterations.
- (e) In the event that the Purchaser (or a person on its behalf) begins the performance of Interior Alterations without first complying with Paragraphs 5(c) and 5(d) then, at the sole option of the Vendor, the Occupancy Agreement and this Agreement shall become null and void and all deposit monies shall be forfeited as liquidated damages. The Purchaser shall be liable for and agrees to indemnify and save the Vendor harmless for any damages, costs or expenses incurred by the Vendor as a result of the Purchaser failing to comply with the provisions of the Occupancy Agreement.
- (f) The Purchaser covenants and agrees that any refuse and debris arising from its performance of the Interior Alterations shall be removed by the Purchaser at its sole cost and expense and that such refuse and debris shall be stored within the Unit at all times prior to its removal.
- (g) The Purchaser acknowledges that the as-built Interior Alterations must be reflected on the final architectural and structural drawings for the Condominium. The Purchaser shall pay to the Vendor the Vendor's cost, as estimated by the Vendor, of reflecting the Interior Alterations on the architectural and structural drawings for the Condominium. In the event that an inspection of the Interior Alterations indicate that the same have not been completed in accordance with any plans approved by the Vendor, the Purchaser shall be responsible for the Vendor's expenses in amending the architectural and structural drawings to reflect the Interior Alterations.
- (h) The Purchaser shall pay all telephone, cable television, utility and other expenses for the Unit other than those included as a proposed common expense;
- (i) The Purchaser shall maintain insurance on any decoration, furnishing or improvement to the Unit as well as for third party liability and shall indemnify the Vendor from any damage to property or injury to person within or on the Unit or elsewhere if caused by the Purchaser or any person for whose actions the Purchaser may in law be liable;
- (j) The Purchaser's right to occupy the Unit may be terminated by the Vendor if the Purchaser is in default under this Agreement or the Occupancy Agreement, or if this Agreement has been terminated for any reason. If the Occupancy Agreement or this Agreement is terminated, the Purchaser shall vacate the Unit immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit;
- (k) Subject to the provisions hereof, the Purchaser may not assign or sublet this Occupancy Agreement or otherwise part with possession of the Unit, without the Vendor's prior written consent which consent may be arbitrarily withheld;
- (l) The Vendor shall have the right to enter the Unit at all reasonable times (unless there is an emergency, in which case such right to enter the Unit can be at any time) for the purpose of conducting inspections thereof, for facilitating the registration of the Condominium, and for correcting and completing any outstanding work with respect to the Condominium;
- (m) The Purchaser shall ensure that no construction liens or any other lien affects the Condominium or property of the Condominium or any part thereof, including without limitation the Unit, in respect of materials supplied or work done or to be done by the Purchaser or on behalf of the Purchaser or related to the Purchaser's work and if the Purchaser fails to discharge or cause any such lien to be discharged no later than five (5) days after notice thereof given to the Purchaser, then in addition to any other rights and remedies of the Vendor, the Vendor may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due into court or directly to the lien claimant and the amount so paid and all costs and expenses (including legal costs on a solicitor and his client basis) shall be paid by the Purchaser to the Vendor forthwith on demand; and
- (n) The Purchaser shall be obligated to obtain, at its sole cost and expense, any occupancy permit required by any municipal, governmental or regulatory authority having jurisdiction and shall make it available to the Vendor five (5)

days prior to any occupancy, business operation or opening. The Purchaser shall not refuse to complete this transaction by reason only that such certificate has not been obtained or is not yet available.

6. CONSTRUCTION AND CHANGES

The Vendor agrees to complete the Unit and common elements in a good and workmanlike manner. The Vendor shall have the right from time to time to make reasonable changes in the opinion of the Vendor if required and any changes required by any relevant governing authority in the plans and specifications of the Unit and the Condominium and every aspect thereof if required and to substitute other material for that provided for under this Agreement or in the plans and specifications of the Unit or the Condominium, provided that such alternative material is of a quality equal to or better than the material hereunder or in the plans and specifications and to complete this transaction notwithstanding same and the Purchaser hereby consents to such changes and substitutions. The Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole and absolute discretion to effect the changes to the Condominium contemplated in the Disclosure Statement, to change the legal description of the Unit and the right to change the Condominium's municipal address or numbering of the Units in terms of unit number and/or level number and the number of units in the Condominium as a result of a combination of units, splitting units, adding additional units, removing units and reducing or increasing the height of the Condominium by reducing or increasing the number of floors of the Condominium and altering the exterior design and features of the Condominium, which the Vendor can effect in its sole and unfettered discretion; provided, however, that the Purchaser's Unit location on the floor-plate and configuration shall not be altered except as provided herein. The Purchaser acknowledges and agrees that the construction timetable for the lands adjacent to and/or nearby the Condominium and the type, character, composition, number of buildings, etc. of the improvements to be constructed thereon will be totally at the discretion and control of the owners thereof. The Purchaser covenants and agrees that in the event that there is a "material change" permitting the Purchaser to rescind this Agreement pursuant to s.74(6) of the Act, then the Purchaser agrees that its only recourse against the Vendor is such right of rescission pursuant to the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

The items set out in Schedule "B" attached hereto are included in the purchase price. The Purchaser acknowledges that he is not relying on any floor area figures indicated in any sales or promotional material or provided by the Vendor's agents. In accordance with the foregoing, and without limiting the generality of the foregoing, all details and dimensions are approximate and are subject to change without notice to the Purchaser. Any reference to ceiling heights in this Agreement or the Schedules attached hereto shall mean the approximate height from unfinished floor slab surface to unfinished ceiling slab surface and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc.. Purchaser is advised that the configuration and area of the Unit may be altered by the addition of ducts to service roof-top HVAC units in the event the Vendor decides, in its sole, absolute and unfettered discretion, to increase the number of floors in the Condominium building and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price. The Purchaser is advised that the configuration, location of entry doors and area of the Unit may be altered if in connection with the finalization of the exterior elevation drawings of the Condominium building the Vendor decides, in its sole, absolute and unfettered discretion, to change the location of the stairwells, elevator shafts or the like and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration, location of entry doors and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price.

The Purchaser acknowledges that the consumption of hydro in the commercial units shall be separately metered on a per unit basis with each commercial unit owner being responsible for the cost of such utility consumed in his unit, in addition to and not part of the common expenses payable by such owner. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date such documentation as is required to facilitate the separate metering and per unit billing of such utilities or any other utilities servicing his unit.

The Purchaser acknowledges that the distance and views from the proposed building shown on any site plan, marketing materials, signs, artists renderings or scale model are approximate only and/or may be modified during construction. The Purchaser acknowledges and agrees that the Vendor may, at its sole, absolute and unfettered discretion, make alterations, changes, additions or deletions to anything, including without limitation any buildings, structures and improvements, included or depicted on such site plan, marketing materials, signs, artists renderings or scale model.

7. WARRANTY

The Vendor covenants that on the Occupancy Date the Vendor will transfer, to the extent they are transferrable, to the Purchaser the benefit of any warranty or guarantee that it may have from a third party contractor or supplier in respect of any construction undertaken by the Vendor in respect of the Unit. The Purchaser agrees to accept any such warranty or guarantee in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the subject land or Unit.

Notwithstanding the foregoing or anything contained in the said warranty, the Purchaser waives any right to any claim against the Vendor for damage to any ceilings or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser.

8. INSPECTION OF UNIT

- (a) The Purchaser shall inspect the Unit immediately prior to the Occupancy Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Vendor's Certificate of Completion and Possession Form (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Unit as complete in accordance with this Agreement. The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) onto the Property until the Purchaser has completed his obligations under this Agreement on the Occupancy Date.
- (b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to give occupancy of the Unit and to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole option, may thereupon either terminate the transaction in accordance with Paragraph 22 herein, or may elect to complete the Certificate on behalf of the Purchaser. The

Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers, without liability or claim, to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

9. DAMAGES BEFORE CLOSING

The Unit, save and except for any contents that may be placed or located in the Unit and any improvements to the Unit made or caused to be made by the Purchaser in accordance with this Agreement, shall be and remain at the risk of the Vendor until the Unit Transfer Date, and pending completion of the sale the Vendor will hold all insurance policies, save and except for any policies relating to the contents in the Unit and to any Purchaser improvements made to the Unit in accordance with this Agreement, and the proceeds thereof in trust for the parties as their interests may appear, and in the event that the Unit or the building of which the Unit forms a part are substantially damaged or destroyed, and the Vendor, in its sole discretion decides that it will not rebuild or repair such damage, then the Vendor may elect to terminate this Agreement and upon returning to the Purchaser the deposit(s) without interest except as may be required by law, the Vendor's liability shall be at an end and the Purchaser shall execute and complete such documents as may be necessary to clear the title to the Unit. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

10. ACCESS BY VENDOR FOR MAINTENANCE AND COMPLETION

- (a) Notwithstanding the transfer of title to the Unit to the Purchaser, or occupancy of the Unit by the Purchaser, the Vendor or its duly authorized agents shall have free access at all reasonable times (unless there is an emergency, in which case such access can be at any time) to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or other units and the common elements in the Condominium or of any servicing or installations in connection with either the Unit or the common elements and this right shall be in addition to any rights and easements in favour of the Vendor under the Act.
- (b) The Purchaser shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold, both in other phases of the condominium, if any, and in other condominium plans, as applicable, the Vendor may make such use for the Condominium as may facilitate such completion and sale, including, but not limited to the maintenance of a sales office, common areas or elements and model units, the showing of unsold units and the display of signs. The Purchaser covenants and agrees for itself and its agents and permitted assigns that they shall not enter the Unit or the common elements prior to the Occupancy Date except as approved or required by the Vendor.

11. ACCEPTANCE OF TITLE BY PURCHASER

The Purchaser agrees that the Unit shall be subject to all registered restrictions and agrees to accept title to the Unit subject to all the rights and easements now registered or to be registered hereafter against the Unit, the common elements and/or the property for the supply and installation of telephone and other communication services, electricity, gas, sewers, water, heating, cooling, television cable or satellite facilities and other usual services; provided that if such rights and easements have not been determined when the Purchaser receives a transfer, such transfer will contain a covenant by the Purchaser to grant such rights and easements and/or confirm same upon the written request of the Vendor; and the Purchaser shall, if requested, execute such transfer or transfers as the Vendor shall require and submit, provided the title is good and free from all encumbrances except:

- (a) as aforesaid;
- (b) the Declaration, Description, and By-Laws, notwithstanding that they may be amended or varied from the proposed Condominium Documents given to the Purchaser when entering this Agreement;
- (c) any development agreements, subdivision agreements, site plan agreements and any other such agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction, applicable by-laws whether registered or not, provided that the Vendor is in compliance thereof;
- (d) any easements, rights-of-way, reciprocal agreements with adjoining lands, encroachment agreements, conditions or covenants that run with the land, and subject to all rights, licences, and easements or agreements now registered or to be registered for the installation and maintenance of any public or other utility including, without limitation, telephone, internet, hydro, gas, sewer, water, heating, cooling, cablevision or satellite and any easements or right of entry for the operation and maintenance of adjacent corporations or lands;
- (e) any easements, rights-of-way, licences, or agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction with respect to future services to be installed;
- (f) temporary easements in favour of the Declarant and/or its affiliates and/or the Declarant's assigned successors for construction and sales of this Condominium and any development in the vicinity thereto;
- (g) official plan and zoning amendments passed by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction;
- (h) any agreement(s) or easement(s) between or among the Vendor on its behalf and on behalf of the owner(s) of improvements constructed or to be constructed on lands in the vicinity of the subject property (including, without limitation, any covenants, restrictions, etc. not to object to re-zoning, etc.);
- (i) any easements, rights-of-way, cost sharing agreements and reciprocal agreements with adjoining lands and/or lands in the vicinity of the Condominium lands;
- (j) Instrument Nos. LT1615145, LT2057426, PR1138739 and PR1591143;
- (k) as herein expressly provided; and
- (l) as to minor breaches in any of the foregoing that have been remedied or are in the process of being remedied as established by a statutory declaration of an officer or director of the Vendor.

The Purchaser agrees that the retention by the relevant authority of security that is satisfactory to such authority intended to guarantee fulfilment of any outstanding obligations under any of the aforementioned agreements shall be deemed to be satisfactory compliance with the terms and provisions of the agreements. It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Unit a release of (or an amendment to) any of the aforementioned easements, development agreements, site plan agreements, subdivision agreements, cost sharing agreements, reciprocal agreements or restrictive covenants, nor shall the Vendor be obliged to have any of the same deleted from the title to the Lands. The Purchaser shall satisfy himself as to the Vendor's due compliance with the provisions of any such agreements, licences, restrictions or easements listed in subparagraphs 11(a) to 11(l) inclusive above. Purchaser further agrees to accept

the Vendor's solicitors' undertaking to discharge any mortgages, debentures, liens or encumbrances (the "Encumbrances") against the Unit or Common Elements that the Purchaser is not assuming and to close notwithstanding such mortgages, liens or encumbrances. In any event, the Vendor shall not be required to discharge the Unit from the Encumbrances until such time as the Purchaser has paid to the Vendor the purchase price for the Unit in full.

The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any portion of purchase price on the Occupancy Date or on the Unit Transfer Date.

The Purchaser acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser when entering into this Agreement, and in the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement in accordance with the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to such restrictions, easements, covenants or agreements referred to in this Agreement, and in such case the Purchaser shall be required to execute the transfer prior to the Unit Transfer Date, or the Vendor may require that the Purchaser deliver his separate written covenant on the Unit Transfer Date. In the event that the Vendor is not the registered owner of the Unit, the Purchaser agrees to accept a conveyance of title from the registered owner in lieu of the Vendor's.

The Purchaser agrees to accept title to the Unit subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water, cable television, internet access, heating, cooling, satellite facilities and other usual services, as well as any rights, easements and interests in land that do not materially affect the use of the Unit for commercial purposes reserved by the Vendor. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements.

The Purchaser further agrees to accept title from the registered owner of the Unit and to accept such owner's title covenants in lieu of the Vendor's in the event that the Vendor is not the registered owner of the Unit on the Unit Transfer Date. The Vendor shall be entitled to insert in the transfer/deed of land specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to in this Agreement and, in such case, the Purchaser may be required to execute the transfer/deed of land prior to the Unit Transfer Date and the Vendor may require, in addition, that the Purchaser deliver his separate written covenant on the Unit Transfer Date.

12. VENDOR'S COVENANTS

The Vendor hereby covenants as follows:

- (a) to take all reasonable steps to deliver to the Purchaser a registrable deed or transfer of the Unit without delay; and
- (b) to hold in trust for the Condominium Corporation the money, if any, that the Vendor collects from the Purchaser on behalf of the Condominium Corporation.

The covenants of the Vendor in this paragraph contained shall constitute the covenants of the Vendor pursuant to subsection 78(1) of the Act and are hereby understood and agreed to be the extent of the Vendor's obligations in that regard and it is understood and agreed that there are no further obligations or covenants in that regard other than those specifically stated above.

13. EXAMINATION OF TITLE BY PURCHASER

The Purchaser shall not call for the production of any title deeds or abstracts of title, survey sketch or other proof or evidence of title, nor have furnished any copies thereof. The Purchaser shall be allowed until TEN (10) days prior to the Unit Transfer Date to examine the title at his own expense. If within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit money shall be returned to the Purchaser without interest except as may be required by law and without deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objections so made within such time the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned.

14. ADJUSTMENTS ON CLOSING

The balance due on the Occupancy Date shall be adjusted on the Occupancy Date (or adjusted on the Unit Transfer Date if so required by the Vendor) as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement (plus G.S.T. where applicable) which shall include, without limiting the generality of the foregoing, the following:

- (a) Assessments prepaid or owing for contribution towards the common expenses, and/or reserve fund and any other prepaid or current expense, such as gas, electricity, fuel, water, heating, cooling, etc., which shall be adjusted by attributing to the Purchaser's Unit its share of such expenses, as determined by its common interest, and any charges paid by the Vendor to a utility supplier (including, without limitation, any local distribution company or any independent energy retailing company) which is attributable to the unit, including any charges (which may include, without limitation, security deposits) specifically for the connection or energization of water, gas, hydro, heating or cooling or the installations of a meter for same and the cost of such meters, unless such charges are included in common expenses. If any of such charges are bulk billed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) below;
- (b) an amount equal to that estimated by the Vendor to be payable by the Purchaser for the Purchaser's Unit contribution towards the common expenses and/or reserve fund of the Condominium Corporation for a period of TWO (2) months, which sum shall be paid directly to the Condominium Corporation on closing and credited by the Condominium Corporation to the Purchaser. Such sum, or part thereof, forming part of the reserve fund shall be in addition to any

common expenses otherwise payable to the Condominium Corporation. The Purchaser agrees to deliver a series of twelve post-dated cheques in an amount estimated by the Vendor to be payable monthly to the Condominium Corporation on account of common expenses;

- (c) realty taxes (including local improvement rates) on the Purchaser's Unit, and said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Occupancy Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. If realty taxes are owing for a period when the Condominium was assessed and taxed as one structure and not as individual units, then the adjustment of realty taxes shall include an amount calculated to attribute a portion of such realty taxes owing on the Condominium to the Purchaser's Unit based on its common interest or alternately, equally among all of the commercial units or in such other manner as the Vendor may elect, acting reasonably. Alternatively and at the Vendor's option realty taxes shall not be adjusted until individual unit assessments have been made;
- (d) the costs in respect of the provision and installation of hydro meters in the amount of \$400.00 plus G.S.T.;
- (e) the Purchaser shall reimburse the Vendor \$50.00 plus G.S.T. on closing for the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada;
- (f) all deposits paid to the Vendor hereunder, together with interest to be paid/credited to the Purchaser in accordance with the provisions of the Act;
- (g) a \$250.00 plus G.S.T. administrative fee shall be charged to the Purchaser for any cheque paid for a deposit or for the monthly occupancy fee which is not honoured or accepted for any reason, including a cheque returned N.S.F. or upon which a "stop payment" has been ordered;
- (h) if the Purchaser is not a resident of Canada for the purposes of the Income Tax Act, Canada (the "ITA"), the Vendor shall be entitled to withhold and remit to the Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of his deposits paid hereunder, in accordance with the ITA;
- (i) the Purchaser shall reimburse the Vendor \$300.00 plus G.S.T. in respect of all forms of evidence of compliance pursuant to subsection 81(6) of the Act that have been delivered to the Purchaser, such costs representing the administration fees charged by the Vendor's Solicitor to the Vendor;
- (j) the amount of any development charge(s) or levies and/or education development charge and/or sewer impost charge and/or park charges or levies and/or any service connection charges, check meter and/or any fees, levies, charges or assessments (notwithstanding that same may be paid prior to the Unit Transfer Date or following) assessed against or attributable to the Unit (or assessed against the development or Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), whether imposed under the *Development Charges Act, 1997*, S.O. 1997, as amended from time to time, and the *Education Act*, R.S.O. 1990, as amended from time to time, or otherwise under any other relevant legislation or authority. If such charges, levies, fees or assessments are assessed against the Property as a whole and not against the Unit, then the Purchaser shall pay to the Vendor a proportionate reimbursement of such amounts equivalent to the proportionate common interest allocation attributable to the Unit;
- (k) the cost in respect of the provision of a status certificate in the amount of \$100.00 plus G.S.T.;
- (l) if requested by the Vendor or the Hydro Provider (as defined below), the Purchaser agrees to enter into or assume a contract with the provider of hydro and/or the party monitoring consumption of same to the Unit (the "Hydro Provider"), on the Hydro Provider's form, for the provision and/or metering of hydro services to the Unit. The fees (including any security deposit) for such hydro services shall be adjusted for the month of closing with the Purchaser being responsible for such costs from and after the Occupancy Date; and
- (m) the cost in respect of the provision of an area certificate in accordance with Schedule "E", plus G.S.T.;

If any of the adjustments to be made on the Occupancy Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Purchaser agrees with the Vendor to pay all monies payable under this Agreement in the manner directed by the Vendor or its solicitor.

If (a) there is an increase after the date of execution of this Agreement by the Purchaser in any levy, development charge, education development charge, impost charge, fee or assessment (collectively, the "Existing Levy") imposed as of that date by the municipality, regional municipality, the public or separate school board or any other authority having jurisdiction, or (b) any of the aforesaid authorities impose a new or any other levy, development charge or education development charge, impost charge, fee or assessment (collectively referred to as the "New Levy") under the *Development Charges Act*, the *Education Act*, or any other legislation of a similar nature after the date of execution of this Agreement then, the Purchaser shall pay the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Unit Transfer Date plus any goods and services tax exigible thereon. If the increase to the Existing Levy or the amount of the New Levy is assessed against, charged or imposed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) above.

The parties acknowledge and agree that the Purchase Price is exclusive of the Federal Goods and Services Tax (the "G.S.T.") exigible against the herein transaction pursuant to the *Excise Tax Act*. The Government of Ontario has announced its intention to harmonize the Ontario Retail Sales Tax with the G.S.T. (the "HST") to take effect from July 1, 2010. The GST and the HST, if applicable, shall be in addition to and not included in the Purchase Price. The Purchaser shall deliver to the Vendor on the Unit Transfer Date a certified cheque in the amount of the G.S.T. and H.S.T. payable by it in connection with this transaction. The Purchaser agrees that he shall be liable and shall pay HST on all closing adjustments that are subject to HST at the time of closing.

If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and any applicable taxes shall be paid on the closing date by the Purchaser.

In the event that the Vendor, as a pre-requisite to the procurement and provision of any utility service to the Condominium is required to pay or provide any public utility authority or service supplier with cash security or a letter of credit (hereinafter the "Utility Security Deposit"), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Deposit from the Purchaser, by charging the Purchaser in the Statement of Adjustments with that portion of the Utility Security Deposit, which proportion is calculated by multiplying the Utility Security Deposit by the common interest percentage allocation referable to the Unit, as set forth in the declaration.

15. MANAGEMENT OF THE PROPERTY

The Vendor or a management company to be named by the Vendor shall manage the Condominium. The Vendor or the management company shall enter into a management agreement with the Condominium Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly common expense charge.

16. CONDOMINIUM DOCUMENTS - DISCLOSURE STATEMENT

The Purchaser acknowledges receipt of the Disclosure Statement which has been delivered by the Vendor to the Purchaser in accordance with the provisions of the Act and the regulations passed thereunder.

17. MODIFICATION OF CONDOMINIUM DOCUMENTS

The Vendor shall have the right from time to time prior to the Unit Transfer Date or any extension thereof to modify the proposed Condominium Documents, being comprised of the disclosure statement with the accompanying declaration, by-laws and rules, and/or to provide such additional material and information, to comply with the requirements of the Act, as may be amended from time to time, the Ministry of Consumer and Business Services or any other ministry, the Office of Land Titles, the City of Toronto, or other authorities, agencies or commissions having jurisdiction.

The Purchaser also acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser. In the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement to be exercised by the Purchaser within ten (10) days of the Purchaser receiving notice of such material change, and the Purchaser may not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

18. AGREEMENT CONDITIONAL

This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the Planning Act of Ontario, and amendments thereto.

19. AGREEMENT NOT TO BE REGISTERED

The Purchaser acknowledges this Agreement confers a personal right only and not any interest in the Unit or property and that the registration against title of any notice or caution or other reference to this Agreement or his or her interest is likely to cause inconvenience and prejudice to the Vendor and other unit purchasers, for example, by impeding financing and the registration of the Condominium. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all Vendor's costs and expense in obtaining it including, but not limited to, fees of its solicitors on a solicitor and client basis together with any G.S.T. thereon. Additionally, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

20. PURCHASER SELLING OR ASSIGNING

The Purchaser covenants not to offer, list or advertise for sale, lease, transfer or assignment, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit) until after the Unit Transfer Date and the Vendor having received payment of all of the purchase price, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. As a condition of giving its consent the assignee/transferee will be required to execute and deliver to the Vendor the Vendor's standard form of assumption agreement and to pay to the Vendor on the date of execution and delivery of the assumption agreement the Vendor's administration and processing fee (which shall be determined by the Vendor in its sole and unfettered discretion) plus G.S.T., together with any other applicable fees, including the Vendor's solicitor's fees. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein and in no event shall the Purchaser list or cause to be listed the Unit for sale, lease or otherwise on a listing service system including, without limitation, the Multiple Listing Service ("MLS"). The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

21. TENDER

Subject to the provisions of sub-paragraph 42(c)(d), below, any tender of documents or money may be made upon the parties hereto or upon their respective solicitors, and in the absence of any other mutually acceptable arrangement confirmed in writing by (or on behalf of) both parties, tender by the Vendor will be deemed to be good and valid if the Vendor (or his solicitor) attends at the Land Registry Office during hours that such office is open to the public and in which the title to the Unit is registered on the Occupancy Date and/or the Unit Transfer Date (as the case may be) ready, willing and able to complete this transaction. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Unit Transfer Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with paragraph 11 hereof in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered by way of a bank draft or certified cheque drawn on a Canadian Chartered bank, trust company or Province of Ontario Savings Office. The Purchaser further acknowledges and agrees that the key(s) to the Unit may be released to him directly from the sale office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents from each party hereto to the other, and the Vendor shall not be required to provide any key(s) as part of any tender made by it.

22. DEFAULT BY THE PURCHASER

It shall be deemed to be a default of the Purchaser under this Agreement if the Purchaser registers any instrument against title to the Unit other than the transfer to be delivered by the Vendor, or if any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser is charged against or affects the Unit.

If any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for FIVE (5) days after written notice thereof is given to the Purchaser or his solicitor, then the Vendor may retain all monies paid without prejudice to any other rights of the Vendor and the Vendor may thereupon cancel this Agreement. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. Any monies owing to the Vendor (a) pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof; or (b) as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement, shall bear interest at the rate of twenty-four (24%) percent per annum, calculated daily, not in advance, from the date of default with respect to any monetary default and from the date of written demand with respect to the aforesaid expenses.

In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or other relationship as a defence to such liability.

In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with the Act and this Agreement, the Purchaser acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect and the Purchaser further acknowledges that this provision may be pleaded by the Vendor as a complete defence to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.

23. EXTENSION AND TERMINATION

- (a) If the Vendor cannot give possession of the Unit to the Purchaser by the Occupancy Date as described in paragraph 2(a) of this Agreement because additional time is required to render it or the requisite portion of the common areas of the Condominium building, in which the Unit is located, sufficiently complete to permit occupancy as required or contemplated in paragraph 4 hereof, then the Vendor shall be entitled to extend the Occupancy Date, one or more times as the Vendor may require, by notice in writing given as soon as reasonably possible prior to the Occupancy Date (or extended Occupancy Date, as the case may be), provided however that all extensions of the Occupancy Date shall not exceed 24 months in the aggregate. If the requisite portion of the common areas of Condominium building, in which the Unit is located, are not completed to permit occupancy thereof within 24 months of the originally scheduled Occupancy Date, then unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and all deposits thereupon be returned to the Purchaser, without deduction and without interest, unless otherwise provided for by the Act, in which event the Vendor shall be entitled to deduct from such interest payable to the Purchaser pursuant to the Act a reasonable administrative fee, determined solely by the Vendor, not to exceed the interest payable pursuant to the Act.
- (b) If, notwithstanding all reasonable steps taken by the Vendor, the Condominium is not registered within 24 months after the Occupancy Date (as extended), then, unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and the Vendor, based upon this provision, may seek to enforce such termination by court order, in the manner provided by the Act. If this Agreement is so terminated, all deposits shall thereupon be returned to the Purchaser, without deduction and with all interest accrued thereon at the rate prescribed by the Act.
- (c) Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor. In the event that this Agreement is so terminated in accordance of 23(a) or 23(b) above, then the Purchaser's sole remedy and recourse against the Vendor shall be for the recovery of its deposits paid to date, less the aforementioned administration fee and, without limitation, the Purchaser covenants and agrees not to claim against the Vendor for any costs or damages.

24. AGREEMENT NOT TO MERGE WITH TRANSFER

All of the covenants, warranties and obligations contained in this Agreement to be performed by the Purchaser shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Unit to the Purchaser. It is provided that in the event of a breach of any covenant, warranty or obligation contained in this Agreement to be performed by the Purchaser, the Vendor shall be entitled, at its option, to declare this Agreement null and void and to retain all amounts paid by the Purchaser without prejudice to any other rights of the Vendor arising from that breach.

25. WAIVER

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived.

The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement and/or has distributed the Disclosure Statement as a trustee or agent for an undisclosed beneficiary or principal, whether or not so stated herein, that there shall be no liability on such undisclosed beneficiary or principal and that the only recourse or remedy that the Purchaser shall have on default by the Vendor herein and/or in respect of the Disclosure Statement is against the Vendor and the property that is the subject of this Agreement, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law or equity.

26. SUBORDINATION OF AGREEMENT

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the property or lands and also to the registration of all condominium documents. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents as may be reasonably required by the Vendor from time to time to give effect to this undertaking and in this regard the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for the purpose of signing all documents and doing all things necessary to implement this provision.

27. ACCEPTANCE

This Offer by the Purchaser when accepted by the Vendor shall constitute a binding agreement of purchase and sale without requiring notice of such acceptance to be delivered to the Purchaser prior to such time.

28. TIME OF ESSENCE

Time shall in all respects be strictly of the essence of this Agreement and no extension of time for any payment by the Purchaser or rectification of any breach of any agreement, stipulations, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor or the Purchaser, as the case may be.

29. PREPARATION AND COST OF REGISTERING DOCUMENTS

The Transfer is to be prepared by the Vendor on the Vendor's standard form. In the event that the Purchaser requests more than one transfer for the Unit, the Purchaser shall pay to the Vendor deed fees in the amount of \$200.00 plus G.S.T. for each additional transfer. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$100.00 plus G.S.T. in total, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

30. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, or beyond the powers or capacity of the parties hereto, then provided such provision is not, in the Vendor's sole opinion, essential or fundamental to the completion of this transaction, such provision shall be deemed and construed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

31. NOTICE

- (a) Any notice, document or information desired or required to be given or provided to the Purchaser shall be in writing or in electronic form, and either delivered personally or by ordinary mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided in this Agreement, or telefaxed to the Purchaser's solicitor, or electronically mailed to either the Purchaser or to the Purchaser's solicitor at the electronic mail address(es) provided to the Vendor in accordance with this Agreement or made available for access or download on a website, the address for which (and any applicable login ID, password, etc. required to access same) the Purchaser or his solicitor has been given notice of. If such notice, etc. is mailed, it shall be deemed to have been received by the Purchaser on the third (3rd) Business Day (any day excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the date of transmission if a Business Day or on the next following Business Day, and if electronically mailed, same shall be deemed to have been received on the date of electronic mailing if a Business Day or on the next following Business Day, and if made available on a website on the date of same being made available if a Business Day or on the next following Business Day.
- (b) Any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the third (3rd) Business Day following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax. Any document or information required by the Vendor to be provided electronically by the Purchaser in the manner prescribed by the Vendor shall be deemed provided on the day thereof if sent before 2:00pm on a Business Day or on the next following Business Day.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the designed place in this Agreement, and forthwith upon request by the Vendor: (i) the Purchaser's electronic mail address; and/or (ii) the Purchaser's solicitor's electronic mail address.

Provided that during periods of postal interruption or impending postal interruption, notice may not be sent by mail and must be sent by personal delivery, telefax or electronic mail in accordance with sub-paragraphs 31(a) and 31(b) above.

32. CONDITIONS

- (a) The completion of this Agreement is conditional upon satisfaction of the following requirements on or before December 1, 2009 (the "Condition Date") which Condition Date may be extended by the Vendor for three successive periods of three months each, failing which this Agreement shall be terminated and the Purchaser shall be entitled to the return of its deposits without deduction upon the execution and delivery to the Vendor of a mutual release and termination agreement on the Vendor's form:
- (a) The Vendor obtaining minor variances, or zoning amendments as may be necessary to permit the construction of the Unit and the proposed building, obtaining site plan approval, the execution of a site plan agreement(s), subdivision agreement(s) or a development agreement(s), or an encroachment agreement(s) if required, between the Vendor and the relevant municipal corporation allowing for the development of the Condominium and all other buildings, structures and improvements contemplated for the entire site, of which the Condominium is a part, and approval by the relevant municipal corporation of the plans and drawings required to permit the construction of the building of which the Unit forms a part, pursuant to the provisions of the aforementioned agreements and/or the Planning Act, Ontario, and without the said approval being subject to any conditions which are, in the Vendor's sole, exclusive, subjective and unreviewable discretion unduly onerous or unacceptable for any reason including without limitation, the availability and issuance of a building permit for the construction of the Condominium; and

- (b) the Vendor being satisfied in its sole and absolute discretion with the economic feasibility and viability of this sale of the Unit to the Purchaser and of constructing and marketing for sale the Condominium in which the Unit is situate.
- (b) The Vendor and Purchaser agree that the Vendor may at its sole and unfettered discretion, extend the Condition Date as provided in subparagraph 32(a). The Purchaser acknowledges that the Condition Date shall be deemed extended for the periods set forth in subparagraph 32(a) in the event that the Vendor does not give notice to the contrary to the Purchaser or his solicitor on or before the Condition Date as may be extended.
- (c) The Purchaser acknowledges that the conditions set forth in this paragraph 32 are for the sole benefit of the Vendor and may be waived by the Vendor at its sole option at any time or times in whole or in part. In the event that the Condition Date and the extension period of three successive periods of three months each have passed and the Vendor has not given notice to the Purchaser or his solicitor that the conditions set forth in subparagraph 32(a) have not been satisfied and that the Agreement is terminated then the conditions set forth in this paragraph 32 shall be deemed satisfied and waived by the Vendor. The Vendor shall not be required to provide the Purchaser with particulars as to why any one or more of the aforementioned requirements have not been satisfied on or before the Condition Date (as may be extended) in the event that the Vendor terminates this Agreement.

33. NOTICES

- (a) The Purchaser agrees that the relevant governing authorities may require the Vendor to provide the Purchaser with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, garbage and school pick-up. The Purchaser agrees to provide the Vendor upon demand with written confirmation of receipt of such notices in the form and when required by the Vendor, either before or after the Unit Transfer Date and such written confirmation shall constitute full compliance with the Vendor's obligation to provide such notice(s) as and when required by the relevant governing authorities. Without limiting the generality of the foregoing, to the extent that any notices are provided to the Purchaser by the Vendor after the Agreement has been made, such notice shall be deemed to have been included in this Agreement at the time that this Agreement has been made.
- (b) The Vendor hereby advises the Purchaser that noise transmission between units due to floor finishings, sound systems and other matters and the use of the garbage disposal chutes and elevators may cause annoyance to the owners and tenants, as the case may be. The Purchaser acknowledges that he is aware that the noise transmission may cause annoyance to occupants and hereby waives and releases any claims that the Purchaser may have against the Vendor for such annoyance or nuisance or otherwise.
- (c) Purchasers are advised that any noise or vibration attenuation measures or features are not to be tampered with or altered and that the owner(s) of the property in question from time to time shall have the sole responsibility for and shall maintain those measures.
- (d) Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building units, noise levels may continue to be of concern, occasionally interfering with some activities of the building occupants, the Purchaser acknowledging that it has familiarized itself with the existing and permitted land uses in the area of the Condominium and all facets of which are or may be considered a nuisance. The Purchaser acknowledges that the nature of new building construction is such that some discomfort may result from the Vendor's operations relating to the construction of the Condominium and accordingly, the Purchaser agrees that it shall not object to or interfere with the Vendor's construction operations.
- (e) The Purchaser acknowledges receipt of notice from the Vendor that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may apply for re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments with respect to the lands on which the Condominium is to be constructed and/or the lands adjacent to or near the Condominium and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments. The Purchaser further acknowledges that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may make any such application without any further notice to the Purchaser or the Purchaser's successors and assigns. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Unit and to assign the benefit of such covenant to the Vendor. The Vendor shall have the right to remove any objection(s) made by the Purchaser, the Purchaser's successors and assigns, with respect to any such application and the Purchaser shall reimburse the Vendor for all legal fees, expenses and costs that it incurs as a result of such objection(s).
- (f) The Purchaser covenants and agrees that he will not object to nor oppose any amendment to or change in the zoning and/or site plan requirements, or oppose any other applications by the Vendor (or any other corporation or entity associated, related or affiliated with the Declarant) to any board, tribunal or municipal or provincial body relating to or affecting the development of this Condominium, or other lands of the Vendor (or such other entity) in the vicinity of the Condominium. The Purchaser acknowledges that a covenant, restriction and/or notice to this effect may be registered on title to the Unit or the property of the Condominium on closing.
- (g) The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's name, corporate name and "personal information" (as such term is defined in the *Personal Information Protection and Electronic Documents Act 2000, c.5*) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents to the Vendor using, releasing, disclosing and/or retaining on file the Purchaser's name, corporate name and personal information to: (A) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities; (B) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit; (C) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (D) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes.
- (h) The Purchaser acknowledges that because of the construction of the Condominium there will be a certain amount of noise inherent in this construction, there will be dust and other debris which may accumulate and the Purchaser agrees

that it will not interfere with construction of the Condominium by the Vendor's trades, as they carry on their work, either with respect to the Condominium or the Unit.

- (i) Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the Unit occupants as the sound levels exceed the Ministry of the Environment's noise criteria. In order to maintain a suitable indoor noise environment, occupants may wish to keep exterior windows closed.
- (j) The Purchaser acknowledges that this Agreement is conditional, upon the Vendor being satisfied in its sole, absolute and subjective discretion, with the terms, conditions and every aspect of this Agreement. The Vendor shall have fifteen (15) days from the date of acceptance of this Agreement by the Vendor as set out on page 1 hereof to provide written notice to the Purchaser to the address set out on page 1 hereof to terminate this Agreement for any reason whatsoever failing which the Vendor shall be deemed to have waived this condition and this Agreement shall be firm and binding. In the event that this Agreement is terminated in accordance with the foregoing, the Purchaser shall be entitled to the return of all deposit cheques delivered to the Vendor that have not been negotiated, together with any deposits paid and any applicable interest thereon in accordance with the Act. The Purchaser acknowledges and agrees that in respect of the Purchaser's initial deposit cheque, statutory interest shall accrue at the prescribed rate from the next banking day following the expiry of the Purchaser's statutory ten (10) day rescission period. The Purchaser acknowledges that this condition is included for the sole benefit of the Vendor and may be waived by the Vendor at its sole option, at any time.
- (k) Purchasers/tenants are advised that despite the inclusion of noise control features within this development area and within the building units, noise levels from increasing road traffic on nearby public highways may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise level exceeds the Ministry of the Environment and Energy noise criteria.
- (l) Purchasers/tenants are advised that due to the proximity of this development to nearby residential facilities, sound levels from the facilities and construction thereof may at times be audible.
- (m) The Purchasers/tenants are advised that his/her unit may be subject to noise, odour, traffic and such other problems, from the commercial units located in the Condominium. The Purchaser/tenant does hereby acknowledge that they he/she is aware of this matter at the time of purchasing the Unit and confirms that he/she does not have, nor will they have any objection, whatsoever. The Purchaser/tenant of the Unit is advised that noise and odour levels from the commercial units located in the Condominium, may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise and odour exposure levels may exceed the criteria established by the relevant governing authorities.
- (n) The Purchaser/tenant hereby unconditionally acknowledges that he/she is aware of the above matters and warning clauses and the notices set out in this Agreement and confirms that he/she does not object, in any manner whatsoever, to any of these matters and warning clauses nor to any of the notices set out in this Agreement nor will he/she be entitled to raise any objections with respect to the above matters and warning clauses or notices set out in this Agreement at a future date.
- (o) The Purchaser acknowledges and agrees that the notices and warning clauses set out in this Agreement and any additional notices and warning clauses as referred to in section 33(a) above may be registered on title to the Unit and may be included in the Declaration when registered, at the sole and absolute discretion of the Vendor.

34. GENDER AND NUMBER

This Offer and its acceptance are to be read with all changes of gender and number as may be required by the context.

35. SUCCESSORS AND ASSIGNS

Except as expressly herein provided, the parties hereto further agree that the covenants, agreements, provisos and conditions in this Agreement contained shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

36. POWER OF ATTORNEY

- (a) In accordance with the provisions of the *Substitute Decisions Act, 1992*, S.O. 1992, Chapter 30 and the *Powers of Attorney Act* R.S.O. 1990, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers, etc. may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.
- (b) If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person shall be registered in the Land Titles Office for the Condominium, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to his or her attorney).

37. HEADINGS

The headings to the clauses of this Agreement form no part of the agreement but shall be deemed to be inserted for convenience of reference only.

38. MEANING OF WORDS

Words or terms defined in the Act and the regulations made thereunder, as amended and used in this Agreement shall have the meanings ascribed to them in the Act unless the context herein otherwise requires. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which of the conflicting term(s) prevail(s), except that in the event that there is a conflict between any provision of this Agreement and the Act, and the Act provides that the provision in the Act prevails, then the provision of the Act shall prevail.

39. ENTIRE AGREEMENT

There is no oral and/or written representation, warranty, collateral Agreement or condition affecting this Agreement or the Unit, or supported hereby, except as set forth herein in writing. Without limiting the generality of the foregoing, the Purchaser

acknowledges that; there has been no representation regarding site lines and view from the Purchaser's commercial unit; the Vendor shall not be responsible for any misrepresentation made by any sales person, representative or agent (and that any sales person, representative or agent shall be deemed to be the agent of the Purchaser); and the Purchaser has familiarized itself with the costs associated with the ownership and operation of the Unit by making appropriate inquiries to municipal authorities, its financial advisors and to applicable utility and service providers.

40. APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY

This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario. If more than one individual, partnership and/or company comprises the Purchaser, then all of the covenants, obligations and agreements of the Purchaser herein shall be deemed and construed to be the joint and several covenants, obligations and agreements of all the individuals, partnerships and companies comprising the Purchaser.

41. DEPOSIT RECEIPT

The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, without liability or claim, in the Purchaser's name, place and stead, in order to execute any documentation related to any Condominium Deposit Insurance (and related documents) issued by any other insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act and in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time. The Purchaser hereby confirms and agrees that the power of attorney granted herein may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

42. ELECTRONIC DOCUMENTATION

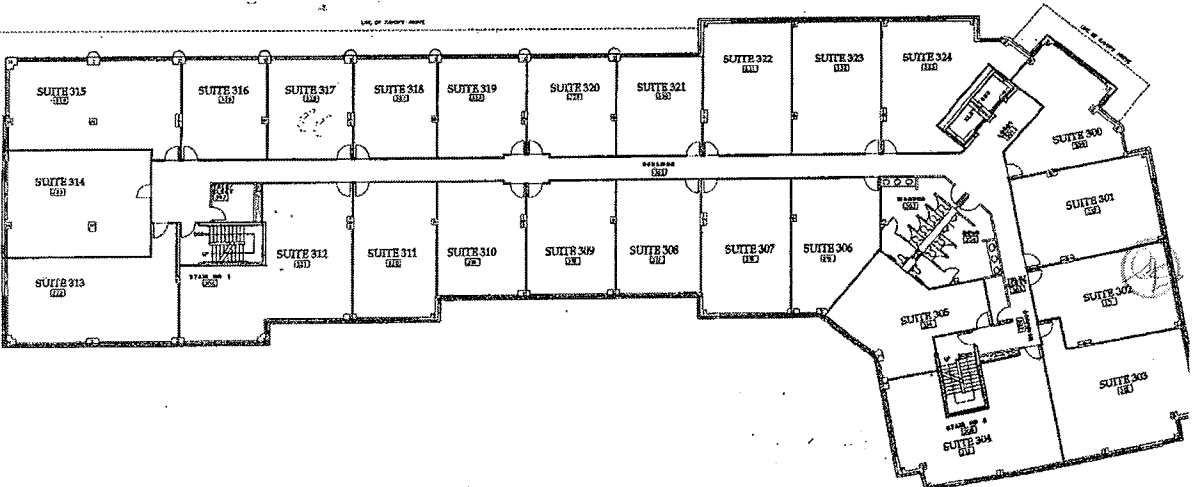
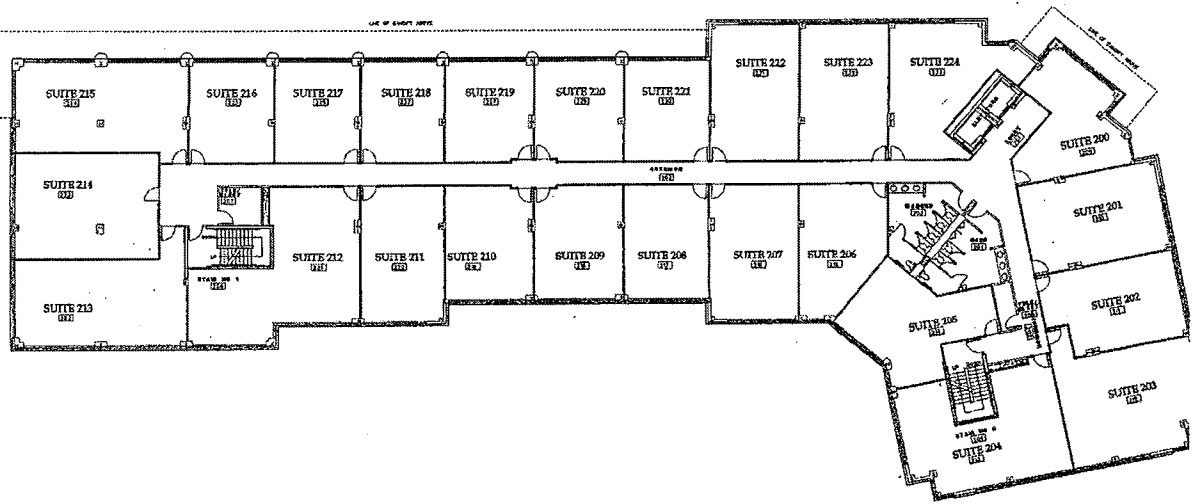
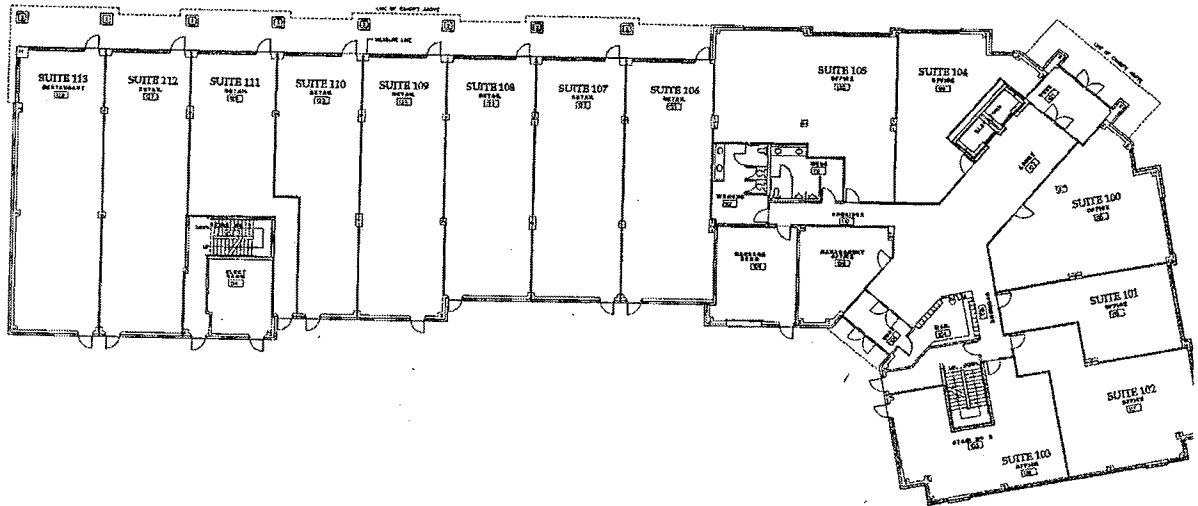
- (a) The Purchaser acknowledges that the Vendor may require all or any portion of the transaction contemplated in this Agreement be completed "electronically" as contemplated in the Electronic Commerce Act, 2000, S.O. 2000, c. 17, as amended and any similar/successor legislation (the "EC Act"). The Purchaser consents and agrees to use, provide and/or accept information and documentation in electronic form, all as and when and the manner prescribed by the Vendor in its sole and unfettered discretion, including, without limitation, accepting and providing electronic signatures, delivery by electronic mail, by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website and/or by the Purchaser providing to the Vendor or its solicitor information and documentation in electronic form. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.
- (b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmission of funds.
- (c) If electronic registration of documentation at the applicable Land Registry Office is in effect on the Unit Transfer Date and if the Vendor requires that the transaction be completed electronically, the following provisions shall prevail:
- (a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada (LSUC) to represent the Purchaser for the closing. The Purchaser will authorize its solicitor to enter into a Document Registration Agreement on the Vendor's solicitor's standard form (the "Escrow Agreement"). The Escrow Agreement shall be consistent with the requirements of the LSUC.
- (b) The Purchaser acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement. In the event this transaction is completed electronically, the Purchaser shall pay to the Vendor on the Unit Transfer Date, by way of an adjustment, the cost incurred by the Vendor in respect of such electronic completion, being \$150.00 plus G.S.T.
- (c) If the closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor or at the appropriate Land Registry Office, as directed by the Vendor's solicitor and at such time as directed by the Vendor's solicitor in order to complete this transaction.
- (d) Tender shall be validly made by the Vendor when the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors and same shall be satisfactory evidence that the Vendor is ready willing and able to complete the sale transaction and the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser.

43. RESTRICTIONS

- (a) It is the Vendor's intention that the activities carried out within the Condominium shall be restricted so that that the following activities shall not be carried out within more than one commercial unit at any given time: (for the purposes of this subsection, "one commercial unit" shall include two or more adjacent commercial units on the same Condominium level which are owned by the same registered owner and where the demising wall between such commercial units has been removed or altered so as to create one commercial area)
- (a) the operation of a retail pharmacy and pharmaceutical dispensary;
- (b) the operation of x-ray imaging equipment;
- (c) the operation of magnetic resonance imaging (MRI) equipment;
- (d) the operation of computed tomography (CT) equipment;
- (e) the operation of ultrasound imaging equipment;
- (f) the operation of a medical diagnostic laboratory;
- (g) the offering of physiotherapy and/or physical rehabilitation services to the public;
- (h) the offering of massage therapy services to the public;
- (i) the offering of podiatrist/chiropracist services to the public;

- (j) the offering of legal services to the public by licensees of the Law Society of Upper Canada; and
 - (k) the offering of dental services to the public by dental professionals licenced by the Royal College of Dental Surgeons or by dental hygienists.
- (b) The nature, scope and extent of the above restrictions, including without limitation, the length of time that such restrictions shall apply to the Condominium's units, may be determined, amended and altered by the Vendor from time to time, without notice to purchasers, and such amendments shall not be construed as material changes to this Disclosure Statement. These restrictions may, in the Vendor's sole and unfettered discretion, be incorporated into the Declaration or the by-laws of the Condominium and/or may be registered on title to the units as restrictive covenants. Purchasers, occupants and owners of units shall, upon the request of the Vendor, forthwith and without delay execute all documents requested by the Vendor to give effect to such restrictions. The Vendor makes no covenant, representation or warranty to purchasers, owners or occupants of units that the above restrictions are validly enforceable or that the Vendor will take any steps to enforce same. The Vendor shall not be liable to purchasers for damages of any kind arising from the Vendor's failure or refusal to enforce any of the restrictions and/or if any of the restrictions are found by a court of competent jurisdiction to be void or unenforceable.

**SCHEDULE "A"
SKETCH OF UNIT**



SCHEDULE "B"
VENDOR'S FINISHES

WALLS

- Inside the unit will be Gypsum board finished and taped ready to be primed.
- No Floor finishes and no ceiling
- Sound insulated double drywall partition walls for sound and fire barriers

DOORS

- One, 7 foot aluminum, individually keyed entry door for pedestrian access.
- Color matched architectural door closures.

ELECTRICAL

- Each Unit individually metered for electricity usage.
- Sound insulated double drywall partition walls for sound and fire barriers

HEATING / VENTILATION

- Each Unit will have pump heating and cooling

PLUMBING

- Each unit will have rough-ins for a toilet
- Retail units Suite 106 to 113 will have rough-in for a two piece washroom
- Wet columns for additional plumbing hooks-ups.

SPRINKLERS

- Sprinklers as per drawings

The Purchaser acknowledges and agrees that it is purchasing the Unit in an unfinished state, save as set out above.

Please Note: Materials and specifications are subject to change without notice. E. & O. E.


Purchaser


TITLE: PRESIDENT

I HAVE AUTHORITY TO BIND THE CORPORATION

Purchaser



Vendor

SCHEDULE "C"

This Agreement is conditional until that date (the "FA Condition Date") that is thirty (30) days following the date of execution of this Agreement by the Vendor and the Purchaser upon the Vendor being satisfied in its absolute and uncontrolled discretion with the financial ability of the Purchaser to complete this transaction. Immediately following such execution of this Agreement, the Purchaser shall deliver to the Vendor such statements and information as the Vendor may require to satisfy itself with respect to the aforementioned including, without limiting the generality of the foregoing, mortgage commitment letters, bank references, audited financial statements and/or confirmations and confirmation of the Purchaser's income. In this regard, the Purchaser acknowledges and agrees that: (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (b) such information may remain on file by the Vendor for future references. If the Vendor is not satisfied with the Purchaser's financial ability to complete this transaction, then the Vendor may require the Purchaser to cause such covenantor(s) and/or guarantor(s) satisfactory to the Vendor to execute on or before the FA Condition Date an agreement prepared by the Vendor wherein such person(s) guarantees and/or agrees to perform the Purchaser's obligations described in this Agreement. Failing the Purchaser satisfying the Vendor of his financial ability as aforesaid or providing the aforesaid agreement by the covenantor(s) and/or guarantor(s), the Vendor at its option shall be entitled to terminate this Agreement by giving written notice to the Purchaser on or before the FA Condition Date or such further period thereafter as the Vendor may require whereupon the Vendor shall return the deposit(s) paid by the Purchaser to the Vendor without interest (notwithstanding anything to the contrary in this Agreement) and without deduction. Where the Purchaser is entitled to a refund of his deposits being held by the Escrow Agent, such deposits shall not be released to the Purchaser until a mutual release and termination agreement drawn on the Vendor's form has been duly executed by the Vendor, the Purchaser and the Escrow Agent. The Purchaser covenants and agrees with the Vendor to execute and deliver to the Vendor forthwith such mutual release and termination agreement

DEPOSITS

Any deposit monies paid by the Purchaser to the Vendor must be made by cheque payable to SIKDER PROFESSIONAL CORPORATION, In Trust (the "Escrow Agent") who shall hold such funds in trust on the express understanding and agreement that when prescribed security for said deposit monies has been provided in accordance with subsection 81(7) of the Condominium Act, 1998, and subsections 22(1) of Ontario Regulation 48/01 thereunder, the Escrow Agent will be entitled to release and disburse said funds to the Vendor (or whomever and in whatsoever manner the Vendor may direct).

SCHEDULE "D"
SUNNY MEADOWS MEDICAL CENTRE

THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE FOLLOWING DOCUMENTS:

1. copy of the Agreement of Purchase and Sale and all schedules attached/referenced therein (to which this Acknowledgement is attached as a Schedule) executed by the Vendor and the Purchaser;
2. copy of the Current Disclosure Statement including the Budget Statement in accordance with the requirements of Section 72 of the Condominium Act, 1998;
3. proposed Declaration;
4. proposed By-Law(s) governing the Corporation;
5. proposed Rules and Regulations;
6. proposed Management Agreement;
7. Plan showing the overall site of the Condominium.

DATED at _____, this _____ day of _____, 200_____.

Witness

Purchaser

Witness

Purchaser

**SCHEDULE "E"
UNIT AREA SCHEDULE**

The purchase price set forth on Page 1 of this Agreement is calculated by multiplying the sum of \$ per square foot by the Unit's Gross Floor Area, being 707 square feet.

The Unit's Gross Floor Area, as described at the top of this Schedule is approximate only. In the event the Unit's actual Gross Floor Area, as constructed and registered as a Condominium unit shall differ from the area described at the top of this Schedule (as determined by an area certificate from the Vendor's architect or surveyor, such certificate to be binding on the parties hereto and to be supplied by the Vendor to the Purchaser prior to the Unit Transfer Date), the purchase price shall be adjustment in accordance with the subsequent paragraph.

If the differential between the Unit's actual Gross Floor Area, as constructed, and the Gross Floor Area described at the top of this Schedule is:

- (a) less than 5%, there shall be no adjustment to the purchase price;
- (b) greater than 5%, there shall be an upwards or downwards adjustment to the purchase price, as appropriate, in accordance with the amount of the differential that is greater than 5%. For example, if the Unit's actual Gross Floor Area, as constructed, is 7% greater than that area described at the top of this Schedule, the purchase price shall be increased by 2%. As a further example, if the Unit's actual Gross Floor Area, as constructed, is 11% less than that area described at the top of this Schedule, the purchase price shall be decreased by 6%.

The Unit's Gross Floor Area, as actually constructed and as certified by the Vendor's surveyor or architect, shall be comprised of the following: (i) the actual area of the Unit as bounded by the exterior surface of the Unit's exterior walls and the centerline of the demising walls and common area walls, all without deduction for shaft(s), chase(s), column(s) and projection(s) and (ii) a proportion of the square footage attributable to any interior common area of the Condominium which benefits or is accessible by the Unit's occupant.

Purchaser

THE GARIBOLDI

Purchaser



Vendor

TAB 26

AGREEMENT OF PURCHASE AND SALE
SUNNY MEADOWS MEDICAL CENTRE

UNIT 303 302 & 303, LEVEL 3, as shown on the sketch attached hereto as Schedule "A", Peel Region Standard Condominium Plan No. _____, proposed to be municipally known as 50 Sunny Meadow Boulevard, Brampton, Ontario.

_____ (the "Purchaser") agrees to and with 2012241 ONTARIO LIMITED (the "Vendor"), to purchase the above-described condominium unit(s) and its(their) appurtenant common interest as specified in the Declaration (such above describe unit(s) and its(their) appurtenant common interest hereinafter collectively called the "Unit"), subject to the by-laws and rules of the condominium corporation (the "Condominium Corporation") to be created upon the registration of the Declaration and description under the Condominium Act, 1998, S.O. 1998, c.19, as amended (the "Act") and situate within a multi-unit commercial building (the "Condominium") on the following terms and conditions:

1. PURCHASE PRICE:

The purchase price of the Unit shall be: _____ of lawful money of Canada; said amount being calculated in accordance with Schedule "E", plus G.S.T. as per paragraph 14 herein, payable to the Vendor as follows:

- (a) a sum of _____ Dollars by cheque with this Agreement payable to the Escrow Agent, Sikder Professional Corporation in trust, as a deposit to be credited on account of the purchase price on closing;
- (b) further deposits payable as follows and to be credited on account of the purchase price on closing:
 - (a) the further sum of \$ 28,866.00 by cheque as a further deposit in -30days _____;
 - (b) the further sum of \$ 28,866.00 by cheque as a further deposit in 60 days _____;
 - (c) the further sum of \$ 28,866.00 by cheque as a further deposit in 90 days _____;
 - (d) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (e) the further sum of \$ _____ by cheque as a further deposit on _____;
- (c) the balance of the purchase price, subject to adjustments as provided in this Agreement, shall be paid by certified cheque or bank draft on the Unit Transfer Date (as hereinafter defined).

The Purchaser agrees to deliver to the Vendor post-dated cheques payable to the Escrow Agent in the amounts set out in subparagraph 1(b) upon the execution of this Agreement.

2. CLOSING

- (a) The Purchaser shall occupy the Unit on 15th of May JUNE (the "Occupancy Date") and the Purchaser acknowledges and agrees that such Occupancy Date may be extended as provided for in this Agreement.
- (b) The purchase and sale of the Unit shall be completed and a transfer of the Unit delivered to the Purchaser in accordance with the terms of this Agreement on a date (the "Unit Transfer Date") that is the later of: (i) the Occupancy Date; and (ii) a date fixed by the Vendor upon which the transfer of the Unit acceptable for registration is delivered to the Purchaser or his solicitor.

PARAGRAPHS 1 TO _____ INCLUSIVE AND THE FOLLOWING SCHEDULES, IF ATTACHED, FORM PART OF THIS AGREEMENT:

- SCHEDULE "A" - SKETCH OF UNIT
- SCHEDULE "B" - VENDOR'S FINISHES
- SCHEDULE "C" - FINANCIAL ABILITY/DEPOSITS
- SCHEDULE "D" - ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE MATERIALS - *NOT ACKNOWLEDGED AS NOT PROVIDED.*
- SCHEDULE "E" - UNIT AREA SCHEDULE
- ~~SCHEDULE _____~~

THE PURCHASER ACKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE DISCLOSURE STATEMENT DELIVERED TO HIM BY THE VENDOR PURSUANT TO THE PROVISIONS OF THE ACT. ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS OR REPRESENTATIVES SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT.

Witness: _____
 Purchaser: _____
 Purchaser's Signature: _____
 Date of Birth: _____
 Social Insurance No.: _____
 Address: _____
 Tel. # _____ Cell # _____
 Fax # _____ Email _____

Witness: _____
 Purchaser: _____
 Purchaser's Signature: _____
 Date of Birth: _____
 Social Insurance No.: _____
 Address: _____
 Tel. # _____ Cell # _____
 Fax # _____ Email _____

SOLICITORS FOR THE PURCHASER: H. CHARLES SHIFMAN, B.A. LL.B BARRISTER & SOLICITOR
5799 YONGE STREET SUITE 900 TORONTO ONTARIO M2M 3V3
TEL: 416 226 9191
FAX: 416 225 1124

The Vendor hereby accepts the above offer.

VENDOR'S SOLICITORS:
 SIKDER PROFESSIONAL CORPORATION
 1620 Albion Road, Suite 306 Toronto, Ontario M9V 4B4
 Attn: Mr. Paltu Kumar Sikder, Solicitor
 Telephone: (416) 740-2957 Fax: (416) 740-2642

2012241 Ontario Limited
 Per: _____
 I have authority to bind the Corporation.

3. DELAY

In the event that the completion of the transaction or the Unit or the common elements should be delayed by reason of strike, lockout, fire, lightning, flood, wind, water, earthquake or other casualty, tempest, riot, war, acts of God, unusual delay by common carrier, unavoidable casualty, non-installation or supply of services, obtaining building and other requisite permits, availability of tradesmen, and/or materials or by any other cause of any kind whether of the foregoing nature or beyond the control of the Vendor acting in a reasonable and prudent business manner, the Vendor shall be permitted such extensions of time as is reasonable under the circumstances and the time for occupancy shall be extended accordingly, and the Vendor shall not be liable to the Purchaser for any costs or damages, direct or indirect, or otherwise by reason of such delay. The Unit shall be deemed to be completed for the purposes of occupancy by the Occupancy Date or any extension thereof when the Vendor determines that the Condominium building is completed sufficient to permit occupancy of the requisite portion of the common areas thereof and the Purchaser agrees that he shall take occupancy of the Unit on the Occupancy Date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. In any event, the Purchaser acknowledges that failure to complete other units within the building in which the Purchaser's Unit is located, or the common elements on or before the Occupancy Date shall not be deemed to be a failure to complete the Unit. If the Vendor should be unable to complete the requisite portion of the common areas of the Condominium building, in which the Unit is located, for occupancy in accordance with this Agreement within the extensions of time herein provided for, the deposits shall be returned to the Purchaser without interest except as may be required by law and the Agreement shall be at an end, and the Vendor shall not be liable to the Purchaser for any costs or damages or otherwise. In such case, the Purchaser shall forthwith execute and complete such documents affecting the title as are necessary for the Vendor to effect a resale of the Unit to another purchaser. The completion of the requisite portion of the common areas of the Condominium building, in which the Unit is located, shall be conclusively established by the Vendor's architect.

The Vendor shall have the right and privilege upon at least thirty (30) days' prior written notice to the Purchaser, of accelerating the Occupancy Date for one or more periods of time not exceeding six months in total.

4. INTERIM OCCUPANCY

- (a) If the requisite portion of the common areas of the Condominium building, in which the Unit is located, are completed sufficient to permit occupancy thereof as determined by the Vendor by the Occupancy Date or any extension thereof then, the Purchaser shall, subject to any other provisions of this Agreement to the contrary, take possession of the Unit until the Unit Transfer Date, upon the terms set forth in Paragraph 5 below (which in such instances shall constitute the occupancy agreement), and/or shall execute at the Vendor's option its standard form of occupancy agreement (either occupancy agreement hereinafter called the "Occupancy Agreement"). In the event of a conflict between any term contained in the Vendor's standard form of occupancy agreement and any term contained in Paragraph 5 hereof, the provisions of the Vendor's standard form of occupancy agreement shall prevail.
- (b) On the Occupancy Date, the Purchaser shall deliver a clear and up-to-date execution certificate in respect of the Purchaser's name from the Land Titles Office or Sheriff's Office in which the Unit is situated, or provide the Vendor's solicitor with such other information and documentation as may be required in order to satisfy the Vendor's solicitor, in its sole discretion, that the Purchaser is not one and the same person as any particular execution debtor named in any particular execution on file in the said office.
- (c) The Purchaser shall pay an occupancy fee (the "Occupancy Fee") monthly, in advance, on the first day of each month, during the period between the Occupancy Date and the Unit Transfer Date, which Occupancy Fee shall be payable pro rata for periods of less than a whole month at the beginning or end of the occupancy period. The Occupancy Fee shall be equal to the maximum amount permitted in section 80(4) of the Act. The Purchaser shall provide any number of postdated cheques with respect to the Occupancy Fee as and when the Vendor may reasonably require same. NO PART OF THE OCCUPANCY FEE SHALL BE CREDITED TOWARDS THE PURCHASE PRICE ON CLOSING NOR SHALL ANY PART THEREOF BE RETURNED TO THE PURCHASER IN THE EVENT THAT ANY DEPOSIT MONIES ARE TO BE RETURNED TO THE PURCHASER BY REASON OF THE TERMINATION OF THIS AGREEMENT. No adjustment shall be made for fluctuations in those items on which the maximum occupancy fee is based other than as required in the Act, save and except as provided for in the following sentences in this subsection. The Vendor reserves the right to charge taxes applicable only to the land to the Purchaser as part of the monthly Occupancy Fee and adjust on the Unit Transfer Date any interim bills paid by the Vendor prior to the Unit Transfer Date. The Purchaser in such event shall still be responsible for all supplementary tax bills resulting from the construction of the Condominium building from and after the confirmed Occupancy Date and all tax bills after Unit Transfer Date applicable to the Unit.
- (d) The Purchaser covenants and agrees to provide the Vendor's solicitor, within thirty (30) days of the date of acceptance of this offer, with an irrevocable direction indicating the manner in which title to the Unit shall be taken on the Unit Transfer Date, setting forth the company name or the full names, birth dates and marital status and social insurance number of the Purchaser and all other parties permitted by the Vendor to take title to the Unit, as well as the address for service to be inserted in the transfer, failing which the Purchaser shall be in default hereunder, and in addition to any other rights and remedies available to the Vendor (either at law or in equity) as a result of such default by the Purchaser, the Vendor shall thereupon be entitled to engross the Unit in the name of the Purchaser as noted on page 1 of this Agreement, and the Purchaser shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the Occupancy Agreement and/or the transfer are so engrossed. If such irrevocable direction directs the Vendor's solicitor to engross title to the Unit in the name of a person(s) or party(ies) other than that of the Purchaser as noted on page 1 of this Agreement, which are permitted by the Vendor in accordance with this Agreement, then the Purchaser agrees to pay, on the Occupancy Date, the Vendor's solicitor's fees, in the amount of \$150.00 plus G.S.T..
- (e) The Purchaser agrees to obtain from the Vendor a time of day during which the Purchaser shall be entitled to move into the Unit and to use the elevator designated for such purposes, if any.

5. THE OCCUPANCY AGREEMENT

During the term of the Occupancy Agreement:

- (a) Subject to the provisions hereof, only the Purchaser shall have the right to occupy the Unit, for commercial purposes only, in accordance with the terms and provisions of the draft Condominium Documents included in the Disclosure Statement, and shall comply with same as if they were the owner of the Unit, and shall maintain and repair same in a clean and sightly manner as would a prudent owner, and the Purchaser acknowledges and agrees that he shall not

- have access to the Unit prior to the Occupancy Date without the Vendor's prior written consent and without being accompanied by a representative of the Vendor;
- (b) The Purchaser agrees not to make any changes, alterations, interior work or additions of any nature whatsoever to the Unit (collectively, the "Unit Alterations") up to and including the Unit Transfer Date unless the Purchaser either:
- (a) enters into an agreement with the Vendor (or a person designated by the Vendor) to source, construct and/or install the Unit Alterations and same shall be sourced, constructed or installed by the Vendor (or a person designated by the Vendor) in accordance with the terms of such agreement; or
 - (b) obtains the written approval of the Vendor to permit the Purchaser itself to construct and install the Unit Alterations, which written approval may be arbitrarily withheld by the Vendor.
- (c) Should the Purchaser desire the Vendor's written approval in accordance with Paragraph 5(b)(b), the Purchaser shall submit to the Vendor detailed plans and drawings prepared by a qualified architect or engineer showing the proposed Interior Alterations (said plans and drawings being suitable for building permit purposes), together with any other documents that the Vendor deems necessary in its sole, absolute and unfettered discretion. The Purchaser shall be liable for all of the Vendor's architect's, engineer's and in-house fees incurred for reviewing the Purchaser's plans, documents and drawings and shall pay such sums forthwith upon demand or as an adjustment on the Unit Transfer Date, in the Vendor's sole discretion.
- (d) Should the Vendor grant its written approval to the performance of the Interior Alterations by the Purchaser, the performance of same shall not be commenced by or on behalf of the Purchaser unless:
- (a) copies of all consents, permits and licences required by any applicable municipal, regulatory or governmental authority and required to permit the performance of the Interior Alterations are delivered to the Vendor;
 - (b) the Purchaser delivers an irrevocable letter of credit in favour of the Vendor in the amount equal to 200% of the costs of the performance of the approved Interior Alterations as a security deposit for construction liens, work performance during the construction period and latent defects, for a minimum of six months after the occupancy permit for the Unit has been issued by the municipality, such letter of credit to be on a form that is acceptable to the Vendor in its sole discretion and drawn by a Canadian Schedule 1 Chartered Bank. It is understood and agreed that the performance of the Interior Alterations shall be estimated by the Vendor in its sole discretion and such estimate shall be conclusive and binding with regards to determining the amount of the letter of credit. The Vendor reserves the right to increase the estimate amount at any time and accordingly, the Purchaser shall provide such additional letters of credit to the Vendor as are necessary to reflect a cumulative value of 200% of the revised estimate;
 - (c) enter into any and all agreement required by the Vendor pertaining to the performance of the Interior Alterations.
- (e) In the event that the Purchaser (or a person on its behalf) begins the performance of Interior Alterations without first complying with Paragraphs 5(c) and 5(d) then, at the sole option of the Vendor, the Occupancy Agreement and this Agreement shall become null and void and all deposit monies shall be forfeited as liquidated damages. The Purchaser shall be liable for and agrees to indemnify and save the Vendor harmless for any damages, costs or expenses incurred by the Vendor as a result of the Purchaser failing to comply with the provisions of the Occupancy Agreement.
- (f) The Purchaser covenants and agrees that any refuse and debris arising from its performance of the Interior Alterations shall be removed by the Purchaser at its sole cost and expense and that such refuse and debris shall be stored within the Unit at all times prior to its removal.
- (g) The Purchaser acknowledges that the as-built Interior Alterations must be reflected on the final architectural and structural drawings for the Condominium. The Purchaser shall pay to the Vendor the Vendor's cost, as estimated by the Vendor, of reflecting the Interior Alterations on the architectural and structural drawings for the Condominium. In the event that an inspection of the Interior Alterations indicate that the same have not been completed in accordance with any plans approved by the Vendor, the Purchaser shall be responsible for the Vendor's expenses in amending the architectural and structural drawings to reflect the Interior Alterations.
- (h) The Purchaser shall pay all telephone, cable television, utility and other expenses for the Unit other than those included as a proposed common expense;
- (i) The Purchaser shall maintain insurance on any decoration, furnishing or improvement to the Unit as well as for third party liability and shall indemnify the Vendor from any damage to property or injury to person within or on the Unit or elsewhere if caused by the Purchaser or any person for whose actions the Purchaser may in law be liable;
- (j) The Purchaser's right to occupy the Unit may be terminated by the Vendor if the Purchaser is in default under this Agreement or the Occupancy Agreement, or if this Agreement has been terminated for any reason. If the Occupancy Agreement or this Agreement is terminated, the Purchaser shall vacate the Unit immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit;
- (k) Subject to the provisions hereof, the Purchaser may not assign or sublet this Occupancy Agreement or otherwise part with possession of the Unit, without the Vendor's prior written consent which consent may be arbitrarily withheld;
- (l) The Vendor shall have the right to enter the Unit at all reasonable times (unless there is an emergency, in which case such right to enter the Unit can be at any time) for the purpose of conducting inspections thereof, for facilitating the registration of the Condominium, and for correcting and completing any outstanding work with respect to the Condominium;
- (m) The Purchaser shall ensure that no construction liens or any other lien affects the Condominium or property of the Condominium or any part thereof, including without limitation the Unit, in respect of materials supplied or work done or to be done by the Purchaser or on behalf of the Purchaser or related to the Purchaser's work and if the Purchaser fails to discharge or cause any such lien to be discharged no later than five (5) days after notice thereof given to the Purchaser, then in addition to any other rights and remedies of the Vendor, the Vendor may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due into court or directly to the lien claimant and the amount so paid and all costs and expenses (including legal costs on a solicitor and his client basis) shall be paid by the Purchaser to the Vendor forthwith on demand; and
- (n) The Purchaser shall be obligated to obtain, at its sole cost and expense, any occupancy permit required by any municipal, governmental or regulatory authority having jurisdiction and shall make it available to the Vendor five (5)

days prior to any occupancy, business operation or opening. The Purchaser shall not refuse to complete this transaction by reason only that such certificate has not been obtained or is not yet available.

6. CONSTRUCTION AND CHANGES

The Vendor agrees to complete the Unit and common elements in a good and workmanlike manner. The Vendor shall have the right from time to time to make reasonable changes in the opinion of the Vendor if required and any changes required by any relevant governing authority in the plans and specifications of the Unit and the Condominium and every aspect thereof if required and to substitute other material for that provided for under this Agreement or in the plans and specifications of the Unit or the Condominium, provided that such alternative material is of a quality equal to or better than the material hereunder or in the plans and specifications and to complete this transaction notwithstanding same and the Purchaser hereby consents to such changes and substitutions. The Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole and absolute discretion to effect the changes to the Condominium contemplated in the Disclosure Statement, to change the legal description of the Unit and the right to change the Condominium's municipal address or numbering of the Units in terms of unit number and/or level number and the number of units in the Condominium as a result of a combination of units, splitting units, adding additional units, removing units and reducing or increasing the height of the Condominium by reducing or increasing the number of floors of the Condominium and altering the exterior design and features of the Condominium, which the Vendor can effect in its sole and unfettered discretion; provided, however, that the Purchaser's Unit location on the floor-plate and configuration shall not be altered except as provided herein. The Purchaser acknowledges and agrees that the construction timetable for the lands adjacent to and/or nearby the Condominium and the type, character, composition, number of buildings, etc. of the improvements to be constructed thereon will be totally at the discretion and control of the owners thereof. The Purchaser covenants and agrees that in the event that there is a "material change" permitting the Purchaser to rescind this Agreement pursuant to s.74(6) of the Act, then the Purchaser agrees that its only recourse against the Vendor is such right of rescission pursuant to the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

The items set out in Schedule "B" attached hereto are included in the purchase price. The Purchaser acknowledges that he is not relying on any floor area figures indicated in any sales or promotional material or provided by the Vendor's agents. In accordance with the foregoing, and without limiting the generality of the foregoing, all details and dimensions are approximate and are subject to change without notice to the Purchaser. Any reference to ceiling heights in this Agreement or the Schedules attached hereto shall mean the approximate height from unfinished floor slab surface to unfinished ceiling slab surface and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc.. Purchaser is advised that the configuration and area of the Unit may be altered by the addition of ducts to service roof-top HVAC units in the event the Vendor decides, in its sole, absolute and unfettered discretion, to increase the number of floors in the Condominium building and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price. The Purchaser is advised that the configuration, location of entry doors and area of the Unit may be altered if in connection with the finalization of the exterior elevation drawings of the Condominium building the Vendor decides, in its sole, absolute and unfettered discretion, to change the location of the stairwells, elevator shafts or the like and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration, location of entry doors and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price.

The Purchaser acknowledges that the consumption of hydro in the commercial units shall be separately metered on a per unit basis with each commercial unit owner being responsible for the cost of such utility consumed in his unit, in addition to and not part of the common expenses payable by such owner. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date such documentation as is required to facilitate the separate metering and per unit billing of such utilities or any other utilities servicing his unit.

The Purchaser acknowledges that the distance and views from the proposed building shown on any site plan, marketing materials, signs, artists renderings or scale model are approximate only and/or may be modified during construction. The Purchaser acknowledges and agrees that the Vendor may, at its sole, absolute and unfettered discretion, make alterations, changes, additions or deletions to anything, including without limitation any buildings, structures and improvements, included or depicted on such site plan, marketing materials, signs, artists renderings or scale model.

7. WARRANTY

The Vendor covenants that on the Occupancy Date the Vendor will transfer, to the extent they are transferrable, to the Purchaser the benefit of any warranty or guarantee that it may have from a third party contractor or supplier in respect of any construction undertaken by the Vendor in respect of the Unit. The Purchaser agrees to accept any such warranty or guarantee in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the subject land or Unit.

Notwithstanding the foregoing or anything contained in the said warranty, the Purchaser waives any right to any claim against the Vendor for damage to any ceilings or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser.

8. INSPECTION OF UNIT

- (a) The Purchaser shall inspect the Unit immediately prior to the Occupancy Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Vendor's Certificate of Completion and Possession Form (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Unit as complete in accordance with this Agreement. The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) onto the Property until the Purchaser has completed his obligations under this Agreement on the Occupancy Date.
- (b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to give occupancy of the Unit and to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole option, may thereupon either terminate the transaction in accordance with Paragraph 22 herein, or may elect to complete the Certificate on behalf of the Purchaser. The

Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers, without liability or claim, to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

9. DAMAGES BEFORE CLOSING

The Unit, save and except for any contents that may be placed or located in the Unit and any improvements to the Unit made or caused to be made by the Purchaser in accordance with this Agreement, shall be and remain at the risk of the Vendor until the Unit Transfer Date, and pending completion of the sale the Vendor will hold all insurance policies, save and except for any policies relating to the contents in the Unit and to any Purchaser improvements made to the Unit in accordance with this Agreement, and the proceeds thereof in trust for the parties as their interests may appear, and in the event that the Unit or the building of which the Unit forms a part are substantially damaged or destroyed, and the Vendor, in its sole discretion decides that it will not rebuild or repair such damage, then the Vendor may elect to terminate this Agreement and upon returning to the Purchaser the deposit(s) without interest except as may be required by law, the Vendor's liability shall be at an end and the Purchaser shall execute and complete such documents as may be necessary to clear the title to the Unit. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

10. ACCESS BY VENDOR FOR MAINTENANCE AND COMPLETION

- (a) Notwithstanding the transfer of title to the Unit to the Purchaser, or occupancy of the Unit by the Purchaser, the Vendor or its duly authorized agents shall have free access at all reasonable times (unless there is an emergency, in which case such access can be at any time) to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or other units and the common elements in the Condominium or of any servicing or installations in connection with either the Unit or the common elements and this right shall be in addition to any rights and easements in favour of the Vendor under the Act.
- (b) The Purchaser shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold, both in other phases of the condominium, if any, and in other condominium plans, as applicable, the Vendor may make such use for the Condominium as may facilitate such completion and sale, including, but not limited to the maintenance of a sales office, common areas or elements and model units, the showing of unsold units and the display of signs. The Purchaser covenants and agrees for itself and its agents and permitted assigns that they shall not enter the Unit or the common elements prior to the Occupancy Date except as approved or required by the Vendor.

11. ACCEPTANCE OF TITLE BY PURCHASER

The Purchaser agrees that the Unit shall be subject to all registered restrictions and agrees to accept title to the Unit subject to all the rights and easements now registered or to be registered hereafter against the Unit, the common elements and/or the property for the supply and installation of telephone and other communication services, electricity, gas, sewers, water, heating, cooling, television cable or satellite facilities and other usual services; provided that if such rights and easements have not been determined when the Purchaser receives a transfer, such transfer will contain a covenant by the Purchaser to grant such rights and easements and/or confirm same upon the written request of the Vendor; and the Purchaser shall, if requested, execute such transfer or transfers as the Vendor shall require and submit, provided the title is good and free from all encumbrances except:

- (a) as aforesaid;
- (b) the Declaration, Description, and By-Laws, notwithstanding that they may be amended or varied from the proposed Condominium Documents given to the Purchaser when entering this Agreement;
- (c) any development agreements, subdivision agreements, site plan agreements and any other such agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction, applicable by-laws whether registered or not, provided that the Vendor is in compliance thereof;
- (d) any easements, rights-of-way, reciprocal agreements with adjoining lands, encroachment agreements, conditions or covenants that run with the land, and subject to all rights, licences, and easements or agreements now registered or to be registered for the installation and maintenance of any public or other utility including, without limitation, telephone, internet, hydro, gas, sewer, water, heating, cooling, cablevision or satellite and any easements or right of entry for the operation and maintenance of adjacent corporations or lands;
- (e) any easements, rights-of-way, licences, or agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction with respect to future services to be installed;
- (f) temporary easements in favour of the Declarant and/or its affiliates and/or the Declarant's assigned successors for construction and sales of this Condominium and any development in the vicinity thereto;
- (g) official plan and zoning amendments passed by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction;
- (h) any agreement(s) or easement(s) between or among the Vendor on its behalf and on behalf of the owner(s) of improvements constructed or to be constructed on lands in the vicinity of the subject property (including, without limitation, any covenants, restrictions, etc. not to object to re-zoning, etc.);
- (i) any easements, rights-of-way, cost sharing agreements and reciprocal agreements with adjoining lands and/or lands in the vicinity of the Condominium lands;
- (j) Instrument Nos. LT1615145, LT2057426, PR1138739 and PR1591143;
- (k) as herein expressly provided; and
- (l) as to minor breaches in any of the foregoing that have been remedied or are in the process of being remedied as established by a statutory declaration of an officer or director of the Vendor.

The Purchaser agrees that the retention by the relevant authority of security that is satisfactory to such authority intended to guarantee fulfilment of any outstanding obligations under any of the aforementioned agreements shall be deemed to be satisfactory compliance with the terms and provisions of the agreements. It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Unit a release of (or an amendment to) any of the aforementioned easements, development agreements, site plan agreements, subdivision agreements, cost sharing agreements, reciprocal agreements or restrictive covenants, nor shall the Vendor be obliged to have any of the same deleted from the title to the Lands. The Purchaser shall satisfy himself as to the Vendor's due compliance with the provisions of any such agreements, licences, restrictions or easements listed in subparagraphs 11(a) to 11(l) inclusive above. Purchaser further agrees to accept

the Vendor's solicitors' undertaking to discharge any mortgages, debentures, liens or encumbrances (the "Encumbrances") against the Unit or Common Elements that the Purchaser is not assuming and to close notwithstanding such mortgages, liens or encumbrances. In any event, the Vendor shall not be required to discharge the Unit from the Encumbrances until such time as the Purchaser has paid to the Vendor the purchase price for the Unit in full.

The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any portion of purchase price on the Occupancy Date or on the Unit Transfer Date.

The Purchaser acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser when entering into this Agreement, and in the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement in accordance with the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to such restrictions, easements, covenants or agreements referred to in this Agreement, and in such case the Purchaser shall be required to execute the transfer prior to the Unit Transfer Date, or the Vendor may require that the Purchaser deliver his separate written covenant on the Unit Transfer Date. In the event that the Vendor is not the registered owner of the Unit, the Purchaser agrees to accept a conveyance of title from the registered owner in lieu of the Vendor's.

The Purchaser agrees to accept title to the Unit subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water, cable television, internet access, heating, cooling, satellite facilities and other usual services, as well as any rights, easements and interests in land that do not materially affect the use of the Unit for commercial purposes reserved by the Vendor. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements.

The Purchaser further agrees to accept title from the registered owner of the Unit and to accept such owner's title covenants in lieu of the Vendor's in the event that the Vendor is not the registered owner of the Unit on the Unit Transfer Date. The Vendor shall be entitled to insert in the transfer/deed of land specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to in this Agreement and, in such case, the Purchaser may be required to execute the transfer/deed of land prior to the Unit Transfer Date and the Vendor may require, in addition, that the Purchaser deliver his separate written covenant on the Unit Transfer Date.

12. VENDOR'S COVENANTS

The Vendor hereby covenants as follows:

- a) to take all reasonable steps to deliver to the Purchaser a registrable deed or transfer of the Unit without delay; and
- b) to hold in trust for the Condominium Corporation the money, if any, that the Vendor collects from the Purchaser on behalf of the Condominium Corporation.

The covenants of the Vendor in this paragraph contained shall constitute the covenants of the Vendor pursuant to subsection 28(1) of the Act and are hereby understood and agreed to be the extent of the Vendor's obligations in that regard and it is understood and agreed that there are no further obligations or covenants in that regard other than those specifically stated above.

13. EXAMINATION OF TITLE BY PURCHASER

The Purchaser shall not call for the production of any title deeds or abstracts of title, survey sketch or other proof or evidence of title, nor have furnished any copies thereof. The Purchaser shall be allowed until TEN (10) days prior to the Unit Transfer Date to examine the title at his own expense. If within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit money shall be returned to the Purchaser without interest except as may be required by law and without deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objections so made within such time the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned.

14. ADJUSTMENTS ON CLOSING

The balance due on the Occupancy Date shall be adjusted on the Occupancy Date (or adjusted on the Unit Transfer Date if so required by the Vendor) as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement (plus G.S.T. where applicable) which shall include, without limiting the generality of the foregoing, the following:

- (a) Assessments prepaid or owing for contribution towards the common expenses, and/or reserve fund and any other prepaid or current expense, such as gas, electricity, fuel, water, heating, cooling, etc., which shall be adjusted by attributing to the Purchaser's Unit its share of such expenses, as determined by its common interest, and any charges paid by the Vendor to a utility supplier (including, without limitation, any local distribution company or any independent energy retailing company) which is attributable to the unit, including any charges (which may include, without limitation, security deposits) specifically for the connection or energization of water, gas, hydro, heating or cooling or the installations of a meter for same and the cost of such meters, unless such charges are included in common expenses. If any of such charges are bulk billed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) below;
- (b) an amount equal to that estimated by the Vendor to be payable by the Purchaser for the Purchaser's Unit contribution towards the common expenses and/or reserve fund of the Condominium Corporation for a period of TWO (2) months, which sum shall be paid directly to the Condominium Corporation on closing and credited by the Condominium Corporation to the Purchaser. Such sum, or part thereof, forming part of the reserve fund shall be in addition to any

common expenses otherwise payable to the Condominium Corporation. The Purchaser agrees to deliver a series of twelve post-dated cheques in an amount estimated by the Vendor to be payable monthly to the Condominium Corporation on account of common expenses;

- (c) realty taxes (including local improvement rates) on the Purchaser's Unit, and said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Occupancy Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. If realty taxes are owing for a period when the Condominium was assessed and taxed as one structure and not as individual units, then the adjustment of realty taxes shall include an amount calculated to attribute a portion of such realty taxes owing on the Condominium to the Purchaser's Unit based on its common interest or alternately, equally among all of the commercial units or in such other manner as the Vendor may elect, acting reasonably. Alternatively and at the Vendor's option realty taxes shall not be adjusted until individual unit assessments have been made;
- (d) the costs in respect of the provision and installation of hydro meters in the amount of \$400.00 plus G.S.T.;
- (e) the Purchaser shall reimburse the Vendor \$50.00 plus G.S.T. on closing for the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada;
- (f) all deposits paid to the Vendor hereunder, together with interest to be paid/credited to the Purchaser in accordance with the provisions of the Act;
- (g) a \$250.00 plus G.S.T. administrative fee shall be charged to the Purchaser for any cheque paid for a deposit or for the monthly occupancy fee which is not honoured or accepted for any reason, including a cheque returned N.S.F. or upon which a "stop payment" has been ordered;
- (h) if the Purchaser is not a resident of Canada for the purposes of the Income Tax Act, Canada (the "ITA"), the Vendor shall be entitled to withhold and remit to the Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of his deposits paid hereunder, in accordance with the ITA;
- (i) the Purchaser shall reimburse the Vendor \$300.00 plus G.S.T. in respect of all forms of evidence of compliance pursuant to subsection 81(6) of the Act that have been delivered to the Purchaser, such costs representing the administration fees charged by the Vendor's Solicitor to the Vendor;
- (j) the amount of any development charge(s) or levies and/or education development charge and/or sewer impost charge and/or park charges or levies and/or any service connection charges, check meter and/or any fees, levies, charges or assessments (notwithstanding that same may be paid prior to the Unit Transfer Date or following) assessed against or attributable to the Unit (or assessed against the development or Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), whether imposed under the *Development Charges Act, 1997*, S.O. 1997, as amended from time to time, and the *Education Act*, R.S.O. 1990, as amended from time to time, or otherwise under any other relevant legislation or authority. If such charges, levies, fees or assessments are assessed against the Property as a whole and not against the Unit, then the Purchaser shall pay to the Vendor a proportionate reimbursement of such amounts equivalent to the proportionate common interest allocation attributable to the Unit;
- (k) the cost in respect of the provision of a status certificate in the amount of \$100.00 plus G.S.T.;
- (l) if requested by the Vendor or the Hydro Provider (as defined below), the Purchaser agrees to enter into or assume a contract with the provider of hydro and/or the party monitoring consumption of same to the Unit (the "Hydro Provider"), on the Hydro Provider's form, for the provision and/or metering of hydro services to the Unit. The fees (including any security deposit) for such hydro services shall be adjusted for the month of closing with the Purchaser being responsible for such costs from and after the Occupancy Date; and
- (m) the cost in respect of the provision of an area certificate in accordance with Schedule "E", plus G.S.T.;

If any of the adjustments to be made on the Occupancy Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Purchaser agrees with the Vendor to pay all monies payable under this Agreement in the manner directed by the Vendor or its solicitor.

If (a) there is an increase after the date of execution of this Agreement by the Purchaser in any levy, development charge, education development charge, impost charge, fee or assessment (collectively, the "Existing Levy") imposed as of that date by the municipality, regional municipality, the public or separate school board or any other authority having jurisdiction, or (b) any of the aforesaid authorities impose a new or any other levy, development charge or education development charge, impost charge, fee or assessment (collectively referred to as the "New Levy") under the *Development Charges Act*, the *Education Act*, or any other legislation of a similar nature after the date of execution of this Agreement then, the Purchaser shall pay the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Unit Transfer Date plus any goods and services tax exigible thereon. If the increase to the Existing Levy or the amount of the New Levy is assessed against, charged or imposed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) above.

The parties acknowledge and agree that the Purchase Price is exclusive of the Federal Goods and Services Tax (the "G.S.T.") exigible against the herein transaction pursuant to the *Excise Tax Act*. The Government of Ontario has announced its intention to harmonize the Ontario Retail Sales Tax with the G.S.T. (the "HST") to take effect from July 1, 2010. The GST and the HST, if applicable, shall be in addition to and not included in the Purchase Price. The Purchaser shall deliver to the Vendor on the Unit Transfer Date a certified cheque in the amount of the G.S.T. and H.S.T. payable by it in connection with this transaction. The Purchaser agrees that he shall be liable and shall pay HST on all closing adjustments that are subject to HST at the time of closing.

If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and any applicable taxes shall be paid on the closing date by the Purchaser.

In the event that the Vendor, as a pre-requisite to the procurement and provision of any utility service to the Condominium is required to pay or provide any public utility authority or service supplier with cash security or a letter of credit (hereinafter the "Utility Security Deposit"), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Deposit from the Purchaser, by charging the Purchaser in the Statement of Adjustments with that portion of the Utility Security Deposit, which proportion is calculated by multiplying the Utility Security Deposit by the common interest percentage allocation referable to the Unit, as set forth in the declaration.

15. MANAGEMENT OF THE PROPERTY

The Vendor or a management company to be named by the Vendor shall manage the Condominium. The Vendor or the management company shall enter into a management agreement with the Condominium Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly common expense charge.

16. CONDOMINIUM DOCUMENTS - DISCLOSURE STATEMENT

The Purchaser acknowledges receipt of the Disclosure Statement which has been delivered by the Vendor to the Purchaser in accordance with the provisions of the Act and the regulations passed thereunder.

17. MODIFICATION OF CONDOMINIUM DOCUMENTS

The Vendor shall have the right from time to time prior to the Unit Transfer Date or any extension thereof to modify the proposed Condominium Documents, being comprised of the disclosure statement with the accompanying declaration, by-laws and rules, and/or to provide such additional material and information, to comply with the requirements of the Act, as may be amended from time to time, the Ministry of Consumer and Business Services or any other ministry, the Office of Land Titles, the City of Toronto, or other authorities, agencies or commissions having jurisdiction.

The Purchaser also acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser. In the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement to be exercised by the Purchaser within ten (10) days of the Purchaser receiving notice of such material change, and the Purchaser may not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

18. AGREEMENT CONDITIONAL

This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the Planning Act of Ontario, and amendments thereto.

19. AGREEMENT NOT TO BE REGISTERED

The Purchaser acknowledges this Agreement confers a personal right only and not any interest in the Unit or property and that the registration against title of any notice or caution or other reference to this Agreement or his or her interest is likely to cause inconvenience and prejudice to the Vendor and other unit purchasers, for example, by impeding financing and the registration of the Condominium. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all Vendor's costs and expense in obtaining it including, but not limited to, fees of its solicitors on a solicitor and client basis together with any G.S.T. thereon. Additionally, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

20. PURCHASER SELLING OR ASSIGNING

The Purchaser covenants not to offer, list or advertise for sale, lease, transfer or assignment, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit) until after the Unit Transfer Date and the Vendor having received payment of all of the purchase price, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. As a condition of giving its consent the assignee/transferee will be required to execute and deliver to the Vendor the Vendor's standard form of assumption agreement and to pay to the Vendor on the date of execution and delivery of the assumption agreement the Vendor's administration and processing fee (which shall be determined by the Vendor in its sole and unfettered discretion) plus G.S.T. together with any other applicable fees, including the Vendor's solicitor's fees. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein and in no event shall the Purchaser list or cause to be listed the Unit for sale, lease or otherwise on a listing service system including, without limitation, the Multiple Listing Service ("MLS"). The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

21. TENDER

Subject to the provisions of sub-paragraph 42(c)(d), below, any tender of documents or money may be made upon the parties hereto or upon their respective solicitors, and in the absence of any other mutually acceptable arrangement confirmed in writing by (or on behalf of) both parties, tender by the Vendor will be deemed to be good and valid if the Vendor (or his solicitor) attends at the Land Registry Office during hours that such office is open to the public and in which the title to the Unit is registered on the Occupancy Date and/or the Unit Transfer Date (as the case may be) ready, willing and able to complete this transaction. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Unit Transfer Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with paragraph 11 hereof in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered by way of a bank draft or certified cheque drawn on a Canadian Chartered bank, trust company or Province of Ontario Savings Office. The Purchaser further acknowledges and agrees that the key(s) to the Unit may be released to him directly from the sale office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents from each party hereto to the other, and the Vendor shall not be required to provide any key(s) as part of any tender made by it.

22. DEFAULT BY THE PURCHASER

It shall be deemed to be a default of the Purchaser under this Agreement if the Purchaser registers any instrument against title to the Unit other than the transfer to be delivered by the Vendor, or if any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser is charged against or affects the Unit. If any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for FIVE (5) days after written notice thereof is given to the Purchaser or his solicitor, then the Vendor may retain all monies paid without prejudice to any other rights of the Vendor and the Vendor may thereupon cancel this Agreement. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. Any monies owing to the Vendor (a) pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof; or (b) as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement, shall bear interest at the rate of twenty-four (24%) percent per annum, calculated daily, not in advance, from the date of default with respect to any monetary default and from the date of written demand with respect to the aforesaid expenses.

In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or other relationship as a defence to such liability.

In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with the Act and this Agreement, the Purchaser acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect and the Purchaser further acknowledges that this provision may be pleaded by the Vendor as a complete defence to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.

23. EXTENSION AND TERMINATION

- a) If the Vendor cannot give possession of the Unit to the Purchaser by the Occupancy Date as described in paragraph 2(a) of this Agreement because additional time is required to render it or the requisite portion of the common areas of the Condominium building, in which the Unit is located, sufficiently complete to permit occupancy as required or contemplated in paragraph 4 hereof, then the Vendor shall be entitled to extend the Occupancy Date, one or more times as the Vendor may require, by notice in writing given as soon as reasonably possible prior to the Occupancy Date (or extended Occupancy Date, as the case may be), provided however that all extensions of the Occupancy Date shall not exceed 24 months in the aggregate. If the requisite portion of the common areas of Condominium building, in which the Unit is located, are not completed to permit occupancy thereof within 24 months of the originally scheduled Occupancy Date, then unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and all deposits thereupon be returned to the Purchaser, without deduction and without interest, unless otherwise provided for by the Act, in which event the Vendor shall be entitled to deduct from such interest payable to the Purchaser pursuant to the Act a reasonable administrative fee, determined solely by the Vendor, not to exceed the interest payable pursuant to the Act.
- b) If, notwithstanding all reasonable steps taken by the Vendor, the Condominium is not registered within 24 months after the Occupancy Date (as extended), then, unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and the Vendor, based upon this provision, may seek to enforce such termination by court order, in the manner provided by the Act. If this Agreement is so terminated, all deposits shall thereupon be returned to the Purchaser, without deduction and with all interest accrued thereon at the rate prescribed by the Act.
- c) Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor. In the event that this Agreement is so terminated in accordance of 23(a) or 23(b) above, then the Purchaser's sole remedy and recourse against the Vendor shall be for the recovery of its deposits paid to date, less the aforementioned administration fee and, without limitation, the Purchaser covenants and agrees not to claim against the Vendor for any costs or damages.

24. AGREEMENT NOT TO MERGE WITH TRANSFER

All of the covenants, warranties and obligations contained in this Agreement to be performed by the Purchaser shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Unit to the Purchaser. It is provided that in the event of a breach of any covenant, warranty or obligation contained in this Agreement to be performed by the Purchaser, the Vendor shall be entitled, at its option, to declare this Agreement null and void and to retain all amounts paid by the Purchaser without prejudice to any other rights of the Vendor arising from that breach.

25. WAIVER

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived. The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement and/or has distributed the Disclosure Statement as a trustee or agent for an undisclosed beneficiary or principal, whether or not so stated herein, that there shall be no liability on such undisclosed beneficiary or principal and that the only recourse or remedy that the Purchaser shall have on default by the Vendor herein and/or in respect of the Disclosure Statement is against the Vendor and the property that is the subject of this Agreement, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law or equity.

26. SUBORDINATION OF AGREEMENT

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the property or lands and also to the registration of all condominium documents. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents as may be reasonably required by the Vendor from time to time to give effect to this undertaking and in this regard the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for the purpose of signing all documents and doing all things necessary to implement this provision.

27. ACCEPTANCE

This Offer by the Purchaser when accepted by the Vendor shall constitute a binding agreement of purchase and sale without requiring notice of such acceptance to be delivered to the Purchaser prior to such time.

28. TIME OF ESSENCE

Time shall in all respects be strictly of the essence of this Agreement and no extension of time for any payment by the Purchaser or rectification of any breach of any agreement, stipulations, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor or the Purchaser, as the case may be.

29. PREPARATION AND COST OF REGISTERING DOCUMENTS

The Transfer is to be prepared by the Vendor on the Vendor's standard form. In the event that the Purchaser requests more than one transfer for the Unit, the Purchaser shall pay to the Vendor deed fees in the amount of \$200.00 plus G.S.T. for each additional transfer. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$100.00 plus G.S.T. in total, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

30. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, or beyond the powers or capacity of the parties hereto, then provided such provision is not, in the Vendor's sole opinion, essential or fundamental to the completion of this transaction, such provision shall be deemed and construed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

31. NOTICE

- (a) Any notice, document or information desired or required to be given or provided to the Purchaser shall be in writing or in electronic form, and either delivered personally or by ordinary mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided in this Agreement, or telefaxed to the Purchaser's solicitor, or electronically mailed to either the Purchaser or to the Purchaser's solicitor at the electronic mail address(es) provided to the Vendor in accordance with this Agreement or made available for access or download on a website, the address for which (and any applicable login ID, password, etc. required to access same) the Purchaser or his solicitor has been given notice of. If such notice, etc. is mailed, it shall be deemed to have been received by the Purchaser on the third (3rd) Business Day (any day excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the date of transmission if a Business Day or on the next following Business Day, and if electronically mailed, same shall be deemed to have been received on the date of electronic mailing if a Business Day or on the next following Business Day, and if made available on a website on the date of same being made available if a Business Day or on the next following Business Day.
- (b) Any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the third (3rd) Business Day following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax. Any document or information required by the Vendor to be provided electronically by the Purchaser in the manner prescribed by the Vendor shall be deemed provided on the day thereof if sent before 2:00pm on a Business Day or on the next following Business Day.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the designated place in this Agreement, and forthwith upon request by the Vendor: (i) the Purchaser's electronic mail address; and/or (ii) the Purchaser's solicitor's electronic mail address.

Provided that during periods of postal interruption or impending postal interruption, notice may not be sent by mail and must be sent by personal delivery, telefax or electronic mail in accordance with sub-paragraphs 31(a) and 31(b) above.

32. CONDITIONS

- (a) The completion of this Agreement is conditional upon satisfaction of the following requirements on or before December 1, 2009 (the "Condition Date") which Condition Date may be extended by the Vendor for three successive periods of three months each, failing which this Agreement shall be terminated and the Purchaser shall be entitled to the return of its deposits without deduction upon the execution and delivery to the Vendor of a mutual release and termination agreement on the Vendor's form:

- (a) The Vendor obtaining minor variances, or zoning amendments as may be necessary to permit the construction of the Unit and the proposed building, obtaining site plan approval, the execution of a site plan agreement(s), subdivision agreement(s) or a development agreement(s), or an encroachment agreement(s) if required, between the Vendor and the relevant municipal corporation allowing for the development of the Condominium and all other buildings, structures and improvements contemplated for the entire site, of which the Condominium is a part, and approval by the relevant municipal corporation of the plans and drawings required to permit the construction of the building of which the Unit forms a part, pursuant to the provisions of the aforementioned agreements and/or the Planning Act, Ontario, and without the said approval being subject to any conditions which are, in the Vendor's sole, exclusive, subjective and unreviewable discretion unduly onerous or unacceptable for any reason including without limitation, the availability and issuance of a building permit for the construction of the Condominium; and

- (b) the Vendor being satisfied in its sole and absolute discretion with the economic feasibility and viability of this sale of the Unit to the Purchaser and of constructing and marketing for sale the Condominium in which the Unit is situate.
- (b) The Vendor and Purchaser agree that the Vendor may at its sole and unfettered discretion, extend the Condition Date as provided in subparagraph 32(a). The Purchaser acknowledges that the Condition Date shall be deemed extended for the periods set forth in subparagraph 32(a) in the event that the Vendor does not give notice to the contrary to the Purchaser or his solicitor on or before the Condition Date as may be extended.
- (c) The Purchaser acknowledges that the conditions set forth in this paragraph 32 are for the sole benefit of the Vendor and may be waived by the Vendor at its sole option at any time or times in whole or in part. In the event that the Condition Date and the extension period of three successive periods of three months each have passed and the Vendor has not given notice to the Purchaser or his solicitor that the conditions set forth in subparagraph 32(a) have not been satisfied and that the Agreement is terminated then the conditions set forth in this paragraph 32 shall be deemed satisfied and waived by the Vendor. The Vendor shall not be required to provide the Purchaser with particulars as to why any one or more of the aforementioned requirements have not been satisfied on or before the Condition Date (as may be extended) in the event that the Vendor terminates this Agreement.

33. NOTICES

- (a) The Purchaser agrees that the relevant governing authorities may require the Vendor to provide the Purchaser with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, garbage and school pick-up. The Purchaser agrees to provide the Vendor upon demand with written confirmation of receipt of such notices in the form and when required by the Vendor, either before or after the Unit Transfer Date and such written confirmation shall constitute full compliance with the Vendor's obligation to provide such notice(s) as and when required by the relevant governing authorities. Without limiting the generality of the foregoing, to the extent that any notices are provided to the Purchaser by the Vendor after the Agreement has been made, such notice shall be deemed to have been included in this Agreement at the time that this Agreement has been made.
- b) The Vendor hereby advises the Purchaser that noise transmission between units due to floor finishings, sound systems and other matters and the use of the garbage disposal chutes and elevators may cause annoyance to the owners and tenants, as the case may be. The Purchaser acknowledges that he is aware that the noise transmission may cause annoyance to occupants and hereby waives and releases any claims that the Purchaser may have against the Vendor for such annoyance or nuisance or otherwise.
- c) Purchasers are advised that any noise or vibration attenuation measures or features are not to be tampered with or altered and that the owner(s) of the property in question from time to time shall have the sole responsibility for and shall maintain those measures.
- d) Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building units, noise levels may continue to be of concern, occasionally interfering with some activities of the building occupants, the Purchaser acknowledging that it has familiarized itself with the existing and permitted land uses in the area of the Condominium and all facets of which are or may be considered a nuisance. The Purchaser acknowledges that the nature of new building construction is such that some discomfort may result from the Vendor's operations relating to the construction of the Condominium and accordingly, the Purchaser agrees that it shall not object to or interfere with the Vendor's construction operations.
- e) The Purchaser acknowledges receipt of notice from the Vendor that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may apply for re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments with respect to the lands on which the Condominium is to be constructed and/or the lands adjacent to or near the Condominium and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments. The Purchaser further acknowledges that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may make any such application without any further notice to the Purchaser or the Purchaser's successors and assigns. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Unit and to assign the benefit of such covenant to the Vendor. The Vendor shall have the right to remove any objection(s) made by the Purchaser, the Purchaser's successors and assigns, with respect to any such application and the Purchaser shall reimburse the Vendor for all legal fees, expenses and costs that it incurs as a result of such objection(s).
- f) The Purchaser covenants and agrees that he will not object to nor oppose any amendment to or change in the zoning and/or site plan requirements, or oppose any other applications by the Vendor (or any other corporation or entity associated, related or affiliated with the Declarant) to any board, tribunal or municipal or provincial body relating to or affecting the development of this Condominium, or other lands of the Vendor (or such other entity) in the vicinity of the Condominium. The Purchaser acknowledges that a covenant, restriction and/or notice to this effect may be registered on title to the Unit or the property of the Condominium on closing.
- (g) The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's name, corporate name and "personal information" (as such term is defined in the *Personal Information Protection and Electronic Documents Act 2000*, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents to the Vendor using, releasing, disclosing and/or retaining on file the Purchaser's name, corporate name and personal information to: (A) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities; (B) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit; (C) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (D) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes.
- (h) The Purchaser acknowledges that because of the construction of the Condominium there will be a certain amount of noise inherent in this construction, there will be dust and other debris which may accumulate and the Purchaser agrees

that it will not interfere with construction of the Condominium by the Vendor's trades, as they carry on their work, either with respect to the Condominium or the Unit.

- (i) Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the Unit occupants as the sound levels exceed the Ministry of the Environment's noise criteria. In order to maintain a suitable indoor noise environment, occupants may wish to keep exterior windows closed.
- (j) The Purchaser acknowledges that this Agreement is conditional, upon the Vendor being satisfied in its sole, absolute and subjective discretion, with the terms, conditions and every aspect of this Agreement. The Vendor shall have fifteen (15) days from the date of acceptance of this Agreement by the Vendor as set out on page 1 hereof to provide written notice to the Purchaser to the address set out on page 1 hereof to terminate this Agreement for any reason whatsoever failing which the Vendor shall be deemed to have waived this condition and this Agreement shall be firm and binding. In the event that this Agreement is terminated in accordance with the foregoing, the Purchaser shall be entitled to the return of all deposit cheques delivered to the Vendor that have not been negotiated, together with any deposits paid and any applicable interest thereon in accordance with the Act. The Purchaser acknowledges and agrees that in respect of the Purchaser's initial deposit cheque, statutory interest shall accrue at the prescribed rate from the next banking day following the expiry of the Purchaser's statutory ten (10) day rescission period. The Purchaser acknowledges that this condition is included for the sole benefit of the Vendor and may be waived by the Vendor at its sole option, at any time.
- (k) Purchasers/tenants are advised that despite the inclusion of noise control features within this development area and within the building units, noise levels from increasing road traffic on nearby public highways may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise level exceeds the Ministry of the Environment and Energy noise criteria.
- (l) Purchasers/tenants are advised that due to the proximity of this development to nearby residential facilities, sound levels from the facilities and construction thereof may at times be audible.
- (m) The Purchasers/tenants are advised that his/her unit may be subject to noise, odour, traffic and such other problems, from the commercial units located in the Condominium. The Purchaser/tenant does hereby acknowledge that they he/she is aware of this matter at the time of purchasing the Unit and confirms that he/she does not have, nor will they have any objection, whatsoever. The Purchaser/tenant of the Unit is advised that noise and odour levels from the commercial units located in the Condominium, may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise and odour exposure levels may exceed the criteria established by the relevant governing authorities.
- (n) The Purchaser/tenant hereby unconditionally acknowledges that he/she is aware of the above matters and warning clauses and the notices set out in this Agreement and confirms that he/she does not object, in any manner whatsoever, to any of these matters and warning clauses nor to any of the notices set out in this Agreement nor will he/she be entitled to raise any objections with respect to the above matters and warning clauses or notices set out in this Agreement at a future date.
- (o) The Purchaser acknowledges and agrees that the notices and warning clauses set out in this Agreement and any additional notices and warning clauses as referred to in section 33(a) above may be registered on title to the Unit and may be included in the Declaration when registered, at the sole and absolute discretion of the Vendor.

6. GENDER AND NUMBER

This Offer and its acceptance are to be read with all changes of gender and number as may be required by the context.

7. SUCCESSORS AND ASSIGNS

Except as expressly herein provided, the parties hereto further agree that the covenants, agreements, provisos and conditions in this Agreement contained shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

8. POWER OF ATTORNEY

- (a) In accordance with the provisions of the *Substitute Decisions Act, 1992*, S.O. 1992, Chapter 30 and the *Powers of Attorney Act R.S.O. 1990*, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers, etc. may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.
- (b) If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person shall be registered in the Land Titles Office for the Condominium, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to his or her attorney).

9. HEADINGS

The headings to the clauses of this Agreement form no part of the agreement but shall be deemed to be inserted for convenience of reference only.

10. MEANING OF WORDS

Words or terms defined in the Act and the regulations made thereunder, as amended and used in this Agreement shall have the meanings ascribed to them in the Act unless the context herein otherwise requires. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which of the conflicting term(s) prevail(s), except that in the event that there is a conflict between any provision of this Agreement and the Act, and the Act provides that the provision of the Act prevails, then the provision of the Act shall prevail.

11. ENTIRE AGREEMENT

There is no oral and/or written representation, warranty, collateral Agreement or condition affecting this Agreement or the Unit, or supported hereby, except as set forth herein in writing. Without limiting the generality of the foregoing, the Purchaser

acknowledges that; there has been no representation regarding site lines and view from the Purchaser's commercial unit; the Vendor shall not be responsible for any misrepresentation made by any sales person, representative or agent (and that any sales person, representative or agent shall be deemed to be the agent of the Purchaser); and the Purchaser has familiarized itself with the costs associated with the ownership and operation of the Unit by making appropriate inquiries to municipal authorities, its financial advisors and to applicable utility and service providers.

40. APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY

This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario. If more than one individual, partnership and/or company comprises the Purchaser, then all of the covenants, obligations and agreements of the Purchaser herein shall be deemed and construed to be the joint and several covenants, obligations and agreements of all the individuals, partnerships and companies comprising the Purchaser.

41. DEPOSIT RECEIPT

The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, without liability or claim, in the Purchaser's name, place and stead, in order to execute any documentation related to any Condominium Deposit Insurance (and related documents) issued by any other insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act and in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time. The Purchaser hereby confirms and agrees that the power of attorney granted herein may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

42. ELECTRONIC DOCUMENTATION

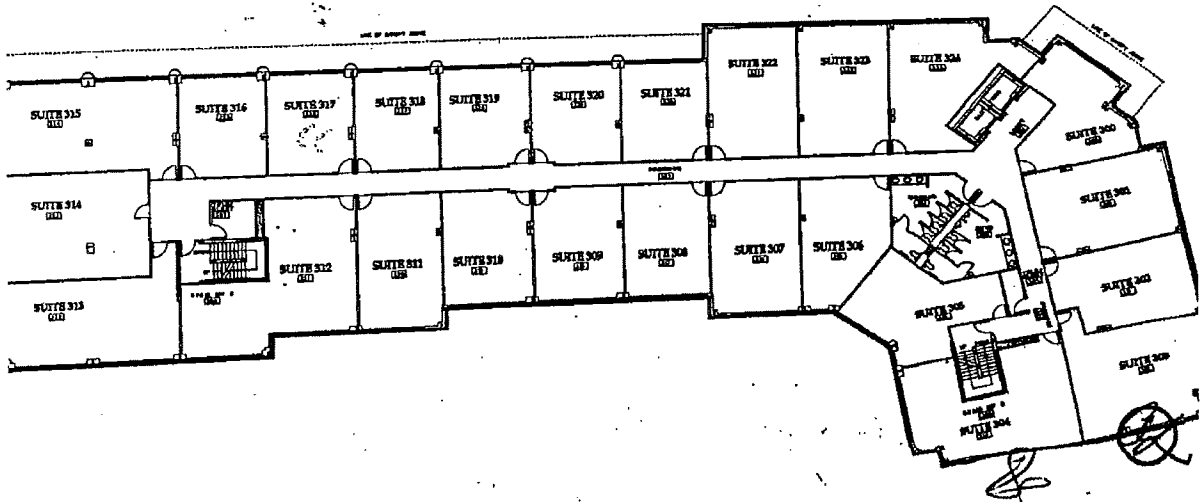
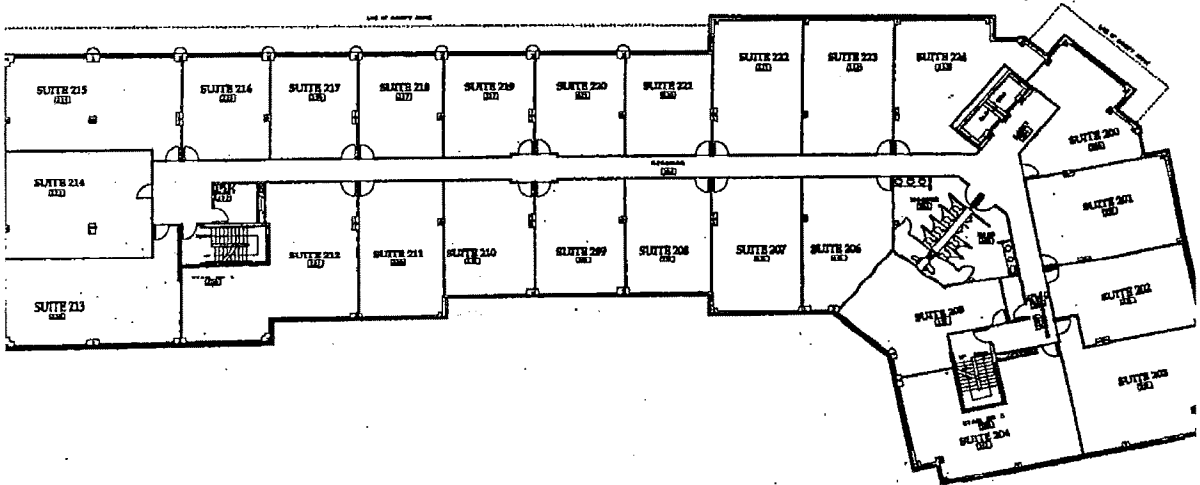
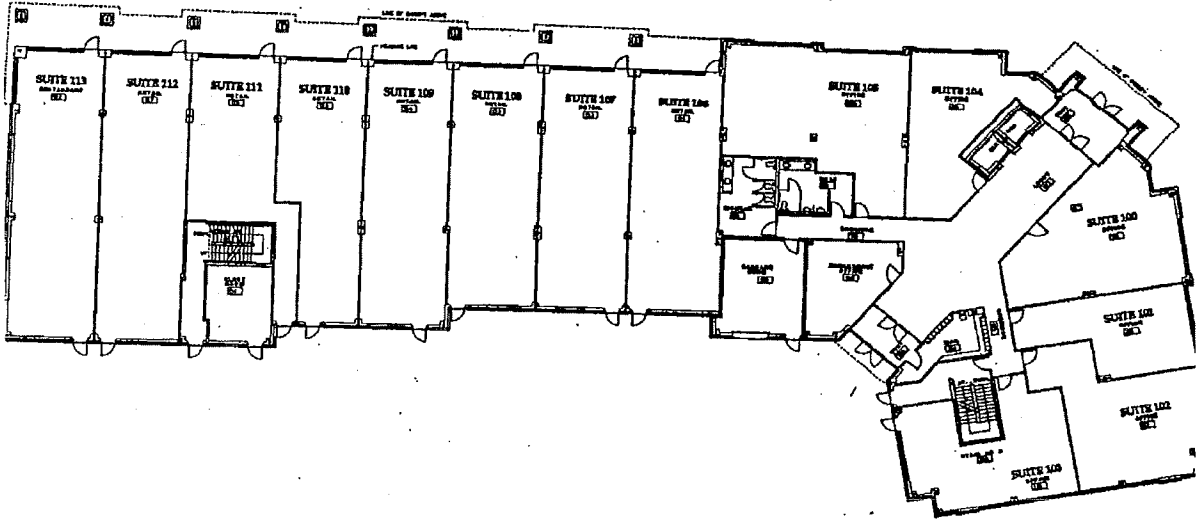
- (a) The Purchaser acknowledges that the Vendor may require all or any portion of the transaction contemplated in this Agreement be completed "electronically" as contemplated in the Electronic Commerce Act, 2000, S.O. 2000, c. 17, as amended and any similar/successor legislation (the "EC Act"). The Purchaser consents and agrees to use, provide and/or accept information and documentation in electronic form, all as and when and the manner prescribed by the Vendor in its sole and unfettered discretion, including, without limitation, accepting and providing electronic signatures, delivery by electronic mail, by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website and/or by the Purchaser providing to the Vendor or its solicitor information and documentation in electronic form. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.
- (b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmission of funds.
- (c) If electronic registration of documentation at the applicable Land Registry Office is in effect on the Unit Transfer Date and if the Vendor requires that the transaction be completed electronically, the following provisions shall prevail:
 - (a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada (LSUC) to represent the Purchaser for the closing. The Purchaser will authorize its solicitor to enter into a Document Registration Agreement on the Vendor's solicitor's standard form (the "Escrow Agreement"): The Escrow Agreement shall be consistent with the requirements of the LSUC.
 - (b) The Purchaser acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement. In the event this transaction is completed electronically, the Purchaser shall pay to the Vendor on the Unit Transfer Date, by way of an adjustment, the cost incurred by the Vendor in respect of such electronic completion, being \$150.00 plus G.S.T.
 - (c) If the closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor or at the appropriate Land Registry Office, as directed by the Vendor's solicitor and at such time as directed by the Vendor's solicitor in order to complete this transaction.
 - (d) Tender shall be validly made by the Vendor when the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors and same shall be satisfactory evidence that the Vendor is ready willing and able to complete the sale transaction and the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser.

43. RESTRICTIONS

- (a) It is the Vendor's intention that the activities carried out within the Condominium shall be restricted so that the following activities shall not be carried out within more than one commercial unit at any given time: (for the purposes of this subsection, "one commercial unit" shall include two or more adjacent commercial units on the same Condominium level which are owned by the same registered owner and where the demising wall between such commercial units has been removed or altered so as to create one commercial area)
 - (a) the operation of a retail pharmacy and pharmaceutical dispensary;
 - (b) the operation of x-ray imaging equipment;
 - (c) the operation of magnetic resonance imaging (MRI) equipment;
 - (d) the operation of computed tomography (CT) equipment;
 - (e) the operation of ultrasound imaging equipment;
 - (f) the operation of a medical diagnostic laboratory;
 - (g) the offering of physiotherapy and/or physical rehabilitation services to the public;
 - (h) the offering of massage therapy services to the public;
 - (i) the offering of podiatrist/chiroprapist services to the public;

- (j) the offering of legal services to the public by licensees of the Law Society of Upper Canada; and
 - (k) the offering of dental services to the public by dental professionals licenced by the Royal College of Dental Surgeons or by dental hygienists.
- (b) The nature, scope and extent of the above restrictions, including without limitation, the length of time that such restrictions shall apply to the Condominium's units, may be determined, amended and altered by the Vendor from time to time, without notice to purchasers, and such amendments shall not be construed as material changes to this Disclosure Statement. These restrictions may, in the Vendor's sole and unfettered discretion, be incorporated into the Declaration or the by-laws of the Condominium and/or may be registered on title to the units as restrictive covenants. Purchasers, occupants and owners of units shall, upon the request of the Vendor, forthwith and without delay execute all documents requested by the Vendor to give effect to such restrictions. The Vendor makes no covenant, representation or warranty to purchasers, owners or occupants of units that the above restrictions are validly enforceable or that the Vendor will take any steps to enforce same. The Vendor shall not be liable to purchasers for damages of any kind arising from the Vendor's failure or refusal to enforce any of the restrictions and/or if any of the restrictions are found by a court of competent jurisdiction to be void or unenforceable.

**SCHEDULE "A"
SKETCH OF UNIT**



SCHEDULE "B"
VENDOR'S FINISHES

WALLS

- Inside the unit will be Gypsum board finished and taped ready to be primed.
- No Floor finishes and no ceiling
- Sound insulated double drywall partition walls for sound and fire barriers

DOORS

- One, 7 foot aluminum, individually keyed entry door for pedestrian access.
- Color matched architectural door closures.

ELECTRICAL

- Each Unit individually metered for electricity usage.
- Sound insulated double drywall partition walls for sound and fire barriers

HEATING / VENTILATION

- Each Unit will have pump heating and cooling

PLUMBING

- Each unit will have rough-ins for a toilet
- Retail units Suite 106 to 113 will have rough-in for a two piece washroom
- Wet columns for additional plumbing hooks-ups.

SPRINKLERS

- Sprinklers as per drawings

he Purchaser acknowledges and agrees that it is purchasing the Unit in an unfinished state, save as set out above.
lease Note: Materials and specifications are subject to change without notice. E. & O. E.


TITLE : PRESIDENT

I HAVE AUTHORITY TO BIND THE CORPORATION

Purchaser



Vendor

SCHEDULE "C"

This Agreement is conditional until that date (the "FA Condition Date") that is thirty (30) days following the date of execution of this Agreement by the Vendor and the Purchaser upon the Vendor being satisfied in its absolute and uncontrolled discretion with the financial ability of the Purchaser to complete this transaction. Immediately following such execution of this Agreement, the Purchaser shall deliver to the Vendor such statements and information as the Vendor may require to satisfy itself with respect to the aforementioned including, without limiting the generality of the foregoing, mortgage commitment letters, bank references, audited financial statements and/or confirmations and confirmation of the Purchaser's income. In this regard, the Purchaser acknowledges and agrees that: (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (b) such information may remain on file by the Vendor for future references. If the Vendor is not satisfied with the Purchaser's financial ability to complete this transaction, then the Vendor may require the Purchaser to cause such covenantor(s) and/or guarantor(s) satisfactory to the Vendor to execute on or before the FA Condition Date an agreement prepared by the Vendor wherein such person(s) guarantees and/or agrees to perform the Purchaser's obligations described in this Agreement. Failing the Purchaser satisfying the Vendor of his financial ability as aforesaid or providing the aforesaid agreement by the covenantor(s) and/or guarantor(s), the Vendor at its option shall be entitled to terminate this Agreement by giving written notice to the Purchaser on or before the FA Condition Date or such further period thereafter as the Vendor may require whereupon the Vendor shall return the deposit(s) paid by the Purchaser to the Vendor without interest (notwithstanding anything to the contrary in this Agreement) and without deduction. Where the Purchaser is entitled to a refund of his deposits being held by the Escrow Agent, such deposits shall not be released to the Purchaser until a mutual release and termination agreement drawn on the Vendor's form has been duly executed by the Vendor, the Purchaser and the Escrow Agent. The Purchaser covenants and agrees with the Vendor to execute and deliver to the Vendor forthwith such mutual release and termination agreement

DEPOSITS

Any deposit monies paid by the Purchaser to the Vendor must be made by cheque payable to SIKDER PROFESSIONAL CORPORATION, In Trust (the "Escrow Agent") who shall hold such funds in trust on the express understanding and agreement that when prescribed security for said deposit monies has been provided in accordance with subsection 81(7) of the Condominium Act, 1998; and subsections 22(1) of Ontario Regulation 48/01 thereunder, the Escrow Agent will be entitled to release and disburse said funds to the Vendor (or whomever and in whatsoever manner the Vendor may direct).

SCHEDULE "D"
SUNNY MEADOWS MEDICAL CENTRE

THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE FOLLOWING DOCUMENTS:

1. copy of the Agreement of Purchase and Sale and all schedules attached/referenced therein (to which this Acknowledgement is attached as a Schedule) executed by the Vendor and the Purchaser;
2. copy of the Current Disclosure Statement including the Budget Statement in accordance with the requirements of Section 72 of the Condominium Act, 1998;
3. proposed Declaration;
4. proposed By-Law(s) governing the Corporation;
5. proposed Rules and Regulations;
6. proposed Management Agreement;
7. Plan showing the overall site of the Condominium.

DATED at _____, this _____ day of _____, 200_____.

Witness

Purchaser

Witness

Purchaser

**SCHEDULE "E"
UNIT AREA SCHEDULE**

The purchase price set forth on Page 1 of this Agreement is calculated by multiplying the sum of \$ 340.91 per square foot by the Unit's Gross Floor Area, being 991 square feet.

The Unit's Gross Floor Area, as described at the top of this Schedule is approximate only. In the event the Unit's actual Gross Floor Area, as constructed and registered as a Condominium unit shall differ from the area described at the top of this Schedule (as determined by an area certificate from the Vendor's architect or surveyor, such certificate to be binding on the parties hereto and to be supplied by the Vendor to the Purchaser prior to the Unit Transfer Date), the purchase price shall be adjustment in accordance with the subsequent paragraph.

If the differential between the Unit's actual Gross Floor Area, as constructed, and the Gross Floor Area described at the top of this Schedule is:

- (a) less than 5%, there shall be no adjustment to the purchase price;
- (b) greater than 5%, there shall be an upwards or downwards adjustment to the purchase price, as appropriate, in accordance with the amount of the differential that is greater than 5%. For example, if the Unit's actual Gross Floor Area, as constructed, is 7% greater than that area described at the top of this Schedule, the purchase price shall be increased by 2%. As a further example, if the Unit's actual Gross Floor Area, as constructed, is 11% less than that area described at the top of this Schedule, the purchase price shall be decreased by 6%.

The Unit's Gross Floor Area, as actually constructed and as certified by the Vendor's surveyor or architect, shall be comprised of the following: (i) the actual area of the Unit as bounded by the exterior surface of the Unit's exterior walls and the centerline of the demising walls and common area walls, all without deduction for shaft(s), chase(s), column(s) and projection(s) and (ii) a proportion of the square footage attributable to any interior common area of the Condominium which benefits or is accessible by the Unit's occupant.

[Redacted signature area]

I HAVE AUTHORITY TO BIND THE CORPORATION

Purchaser

[Handwritten signature]
Vendor

CIBC

BANK DRAFT / TRAITE DE BANQUE
SS142 - SCARBOROUGH
PROCESSING CENTRE
SCARBOROUGH, ON

2081 1642 6 27-43345

2010-04-23

DATE Y/A M/M D/J

PAY TO THE
ORDER OF
PAYER A
L'ORDRE DE

TRANSIT NO.
N° D'IDENTIFICATION

BRANCH
CENTRE BANCAIRE

*****57,732.00

PALTU SIKDAR (IN TRUST*****

THE SUM OF
LA SOMME DE

*****FIFTY SEVEN THOUSAND SEVEN HUNDRED THIRTY TWO

CANADIAN DOLLARS CAD
DOLLARS CANADIENS

FOR CANADIAN IMPERIAL BANK OF COMMERCE
POUR LA BANQUE CANADIENNE IMPERIALE DE COMMERCE

TO
TIRE:

CANADIAN IMPERIAL BANK OF COMMERCE
TORONTO
CANADA

AUTH. NO. / AUTOR. N°
CB14

AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE

[Handwritten Signature]
COUNTERSIGNED / CONTRESIGNEE

⑈ 2081 1642 6 ⑈ ⑆09502⑈010⑆ 33142⑈2743345⑈

[Handwritten Initials]

DEPOSIT FOR
Sunny Mt. Two

TAB 27

Stanley Sugar

From: [REDACTED]
Sent: December-13-11 5:11 PM
To: Stanley Sugar
Cc: Brandon Smith; Razia Tahir
Subject: RE: 50 Sunny Meadow Blvd. #306 & 307 Brampton ON
Attachments: image002.jpg

Hi Stanley,

Following up on our telephone conversation please note that I will be mailing you a cheque for January as a replacement of the previous cheque.

Also, please note that the only agreement I had with the landlords for my office is the document I mailed you which is termed 'Addendum to the Lease Agreement'. We do not have any other lease agreement in place.

Please let me know if you have any questions.

Sincerely,

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

-----Original Message-----

From: Stanley Sugar [mailto:stan@irasmithinc.com]
Sent: Mon 12/12/2011 4:29 PM
[REDACTED]
Cc: Brandon Smith
Subject: 50 Sunny Meadow Blvd. #306 & 307 Brampton ON

[REDACTED]

Further to the documents you provided our office with to-day which includes

an addendum to the Lease Agreement.

Would you please fax or email our office with a copy of the executed lease agreement

referred to in the addendum document.

Also would you please provide us with a new cheque to replace your cheque #502

dated 2012-01-01 in the amount of \$2,034.00 - you forgot to sign the

cheque you provided.

Thank you.

S. Sugar

STANLEY C. SUGAR CA
Senior Consultant

167 Applewood Cres. Suite 6, Concord, ON L4K 4K7

P: 905.738.4167 ext.112 | C:905.565.6476

F: 905.738.9848 | E: stan@irasmithinc.com

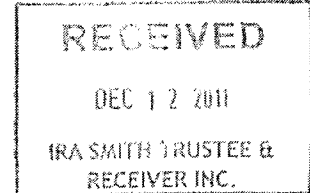
www.irasmithinc.com <<http://www.irasmithinc.com>>

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[REDACTED]
Chartered Accountant

December 6, 2011

Ira Smith Trustee & Receiver Inc.
167 Applewood Crescent Suite 6
Concord, ON L4K 4K7



Dear Ira Smith,

RE: 50 Sunny Meadow Blvd. #306 & #307, Brampton ON

Please find enclosed the Lease Agreement regarding occupancy of units #306 and #307. This is the only documentation related to the lease of these units. The actual date of occupation of units was September 1, 2011. Attached is a copy of the first payment cheque, which covered the period of September 2011 to November 2011, plus last month of Lease term.

Please also find enclosed four cheques, covering lease obligations for the period of December 2011 to March 2012, in the amount of \$1,800.00+HST (\$2,034.00) per month.

If you have any questions, feel free to contact us at the office or myself directly at (416) 826-0456.

Sincerely,

[REDACTED SIGNATURE]

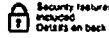
[REDACTED] 50 Sunny Meadow Blvd. Suite 307, Brampton ON L6R 0Y7
website: www.moaz.ca

PROVIDING VALUE ADDED SERVICES TO MEDIUM AND SMALL SIZE BUSINESSES

DATE 2011-11-01
Y Y Y Y M M D D

PAY TO THE ORDER OF 2012241 Ontario Ltd. \$ 8136 ¹⁵²/₁₀₀

Eight Thousand One Hundred Thirty Six 100 DOLLARS



Canada Trust
18655 YONGE ST., UNIT #1
NEWMARKET, ONTARIO L3X 1V8

MEMO Rent Units 306/307 for Sep/Oct
Nov & last month HST = \$936

⑈496⑈

Addendum to the Lease Agreement

This is an addendum to the lease agreement signed between 2012241 Ontario Ltd. In Trust for a company to be registered, hereinafter referred to as "The Lessor" and [REDACTED] Chartered Accountant, hereinafter referred to as "The Lessee" for lease of office space located at Units 306 and 307, 50 Sunnymeadow Boulevard, Brampton, Ontario on the 1st Day of March, 2011. Both the Lessor and the Lessee agree that any terms listed in this addendum to the lease agreement override and supersede all related and relevant terms and conditions in the lease agreement.

Lease Type: Gross Lease

Lease Term: Five Years

Lease Amount: [REDACTED] us HST per month for the first (3) Three years of the lease. This is the equivalent of [REDACTED] us HST per year.

Rent Increase: Rent to increase by (\$2) Two Dollars per Square foot for the last Two years of the lease term (year 4 and year 5).

Taxes,
Maintenance
& Insurance:

The agreed upon lease rate listed above includes all charges for Taxes, Maintenance and Insurance. There will be no additional charges payable by the Lessee for any items or in any regard arising from the occupancy of the above listed leased premises for the five-year term of the lease.

The Lessee is responsible for obtaining and maintaining all contents and liability insurance associated with the leased units.

Operating
Expenses:

The Lessee is not responsible for payment of any operating expenses associated with the Leased Premises other than the payment of above listed Lease Amount.

Lease
Commencement

Date: The lease term is to commence when the leased premises (units 306 and 307) becomes available for occupancy, upon the completion of the agreed upon leasehold improvements work.

Utilities: The Lessee is responsible for hydro charges for the leased premises, which is metered separately. In addition, the Lessee will be responsible for their Telephone and Internet connections and charges.

The Lessor will be responsible for Water and Gas charges as part of the lease agreement.

Rentable Area: The rentable area of the Leased Premises is _____ square feet.

Construction /
Build Out

Drawings: The Lessee shall be responsible for preparing the construction / build out drawings for the leased units at their own expense.

Building Permit:

The Architects and Engineers will submit these drawings to related authorities for obtaining construction permits at the expense of the Lessor.

Construction And Build Out:

The Leased premises will be built out by the Lessor at their expense as per the construction drawings prepared by the Lessee including all electrical, telephone and CAT-5 wiring as per the drawings.

Underground Parking:

The Lessor shall provide to the Lessee 2 underground parking spots free of any parking charges for the term of the lease.

IN WITNESS WHEREOF the parties hereto have executed this Addendum to the Agreement as of the day and year first set forth above.

LESSEE:

Signature: _____
Print Name: _____
Title: _____
Address: _____

LESSOR:
2012241 Ontario Ltd.

By: _____
Name: JAGDEV DARLIWAL
Title: PRESIDENT
By: _____
Name: _____
Title: _____

We have authority to bind the corporation
LANDLORD:

50 Sunnymeadows Medical Centre
By: _____
Name: _____
Title: c/s
By: _____
Name: _____
Title: _____

We have authority to bind the corporation

TAB 28

AGREEMENT OF PURCHASE AND SALE
SUNNY MEADOWS MEDICAL CENTRE

[Handwritten initials]

UNIT 308-309, LEVEL 3, as shown on the sketch attached hereto as Schedule "A", Peel Region Standard Condominium Plan No. _____ proposed to be municipally known as 50 Sunny Meadow Boulevard, Brampton, Ontario.

(the "Purchaser") agrees to and with 2012241 ONTARIO LIMITED (the "Vendor"), to purchase the above-described condominium unit(s) and its(their) appurtenant common interest as specified in the Declaration (such above described unit(s) and its(their) appurtenant common interest hereinafter collectively called the "Unit"), subject to the by-laws and rules of the condominium corporation (the "Condominium Corporation") to be created upon the registration of the Declaration and description under the *Condominium Act, 1998*, S.O. 1998, c.19, as amended (the "Act") and situate within a multi-unit commercial building (the "Condominium") on the following terms and conditions:

1. PURCHASE PRICE:

The purchase price of the Unit shall be: _____
(\$ _____) of lawful money of Canada, said amount being calculated in accordance with Schedule "E", plus G.S.T. as per paragraph 14 herein, payable to the Vendor as follows:

- (a) a sum of _____ Dollars by cheque with this Agreement payable to the Escrow Agent, Sikder Professional Corporation in trust, as a deposit to be credited on account of the purchase price on closing;
- (b) further deposits payable as follows and to be credited on account of the purchase price on closing:
 - (a) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (b) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (c) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (d) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (e) the further sum of \$ _____ by cheque as a further deposit on _____;
- (c) the balance of the purchase price, subject to adjustments as provided in this Agreement, shall be paid by certified cheque or bank draft on the Unit Transfer Date (as hereinafter defined).

The Purchaser agrees to deliver to the Vendor post-dated cheques payable to the Escrow Agent in the amounts set out in subparagraph 1(b) upon the execution of this Agreement.

2. CLOSING

- (a) The Purchaser shall occupy the Unit on Feb 26, 2010 (the "Occupancy Date") and the Purchaser acknowledges and agrees that such Occupancy Date may be extended as provided for in this Agreement.
- (b) The purchase and sale of the Unit shall be completed and a transfer of the Unit delivered to the Purchaser in accordance with the terms of this Agreement on a date (the "Unit Transfer Date") that is the later of: (i) the Occupancy Date; and (ii) a date fixed by the Vendor upon which the transfer of the Unit acceptable for registration is delivered to the Purchaser or his solicitor.

PARAGRAPHS 1 TO _____ INCLUSIVE AND THE FOLLOWING SCHEDULES, IF ATTACHED, FORM PART OF THIS AGREEMENT:

- SCHEDULE "A" - SKETCH OF UNIT
- SCHEDULE "B" - VENDOR'S FINISHES
- SCHEDULE "C" - FINANCIAL ABILITY/DEPOSITS
- SCHEDULE "D" - ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE MATERIALS
- SCHEDULE "E" - UNIT AREA SCHEDULE
- SCHEDULE _____

THE PURCHASER ACKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE DISCLOSURE STATEMENT DELIVERED TO HIM BY THE VENDOR PURSUANT TO THE PROVISIONS OF THE ACT. ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS OR REPRESENTATIVES SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT.

Witness: *[Signature]*
 Purchaser: _____
 Purchaser's Signature: _____
 Date of Birth: _____
 Social Insurance No.: _____
 Address: _____
 Tel. # 416 _____
 Fax. # _____ Email _____

Witness: *[Signature]*
 Purchaser: _____
 Purchaser's Signature: _____
 Date of Birth: _____
 Social Insurance No.: _____
 Address: _____
 Tel. # 416 _____
 Fax. # _____ Email _____

SOLICITORS FOR THE PURCHASER:

The Vendor hereby accepts the above offer.

VENDOR'S SOLICITORS:
 SIKDER PROFESSIONAL CORPORATION
 1620 Albion Road, Suite 306 Toronto, Ontario M9V 4B4
 Attn: Mr. Paltu Kumar Sikder, Solicitor
 Telephone: (416) 740-2957 Fax: (416) 740-2642

2012241 Ontario Limited
 Per: *[Signature]*
 I have authority to bind the Corporation.

3. DELAY

In the event that the completion of the transaction or the Unit or the common elements should be delayed by reason of strike, lockout, fire, lightning, flood, wind, water, earthquake or other casualty, tempest, riot, war, acts of God, unusual delay by common carrier, unavoidable casualty, non-installation or supply of services, obtaining building and other requisite permits, availability of tradesmen, and/or materials or by any other cause of any kind whether of the foregoing nature or beyond the control of the Vendor acting in a reasonable and prudent business manner, the Vendor shall be permitted such extensions of time as is reasonable under the circumstances and the time for occupancy shall be extended accordingly, and the Vendor shall not be liable to the Purchaser for any costs or damages, direct or indirect, or otherwise by reason of such delay. The Unit shall be deemed to be completed for the purposes of occupancy by the Occupancy Date or any extension thereof when the Vendor determines that the Condominium building is completed sufficient to permit occupancy of the requisite portion of the common areas thereof and the Purchaser agrees that he shall take occupancy of the Unit on the Occupancy Date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. In any event, the Purchaser acknowledges that failure to complete other units within the building in which the Purchaser's Unit is located, or the common elements on or before the Occupancy Date shall not be deemed to be a failure to complete the Unit. If the Vendor should be unable to complete the requisite portion of the common areas of the Condominium building, in which the Unit is located, for occupancy in accordance with this Agreement within the extensions of time herein provided for, the deposits shall be returned to the Purchaser without interest except as may be required by law and the Agreement shall be at an end, and the Vendor shall not be liable to the Purchaser for any costs or damages or otherwise. In such case, the Purchaser shall forthwith execute and complete such documents affecting the title as are necessary for the Vendor to effect a resale of the Unit to another purchaser. The completion of the requisite portion of the common areas of the Condominium building, in which the Unit is located, shall be conclusively established by the Vendor's architect.

The Vendor shall have the right and privilege upon at least thirty (30) days' prior written notice to the Purchaser, of accelerating the Occupancy Date for one or more periods of time not exceeding six months in total.

4. INTERIM OCCUPANCY

- (a) If the requisite portion of the common areas of the Condominium building, in which the Unit is located, are completed sufficient to permit occupancy thereof as determined by the Vendor by the Occupancy Date or any extension thereof then, the Purchaser shall, subject to any other provisions of this Agreement to the contrary, take possession of the Unit until the Unit Transfer Date, upon the terms set forth in Paragraph 5 below (which in such instances shall constitute the occupancy agreement), and/or shall execute at the Vendor's option its standard form of occupancy agreement (either occupancy agreement hereinafter called the "Occupancy Agreement"). In the event of a conflict between any term contained in the Vendor's standard form of occupancy agreement and any term contained in Paragraph 5 hereof, the provisions of the Vendor's standard form of occupancy agreement shall prevail.
- (b) On the Occupancy Date, the Purchaser shall deliver a clear and up-to-date execution certificate in respect of the Purchaser's name from the Land Titles Office or Sheriff's Office in which the Unit is situated, or provide the Vendor's solicitor with such other information and documentation as may be required in order to satisfy the Vendor's solicitor, in its sole discretion, that the Purchaser is not one and the same person as any particular execution debtor named in any particular execution on file in the said office.
- (c) The Purchaser shall pay an occupancy fee (the "Occupancy Fee") monthly, in advance, on the first day of each month, during the period between the Occupancy Date and the Unit Transfer Date, which Occupancy Fee shall be payable pro rata for periods of less than a whole month at the beginning or end of the occupancy period. The Occupancy Fee shall be equal to the maximum amount permitted in section 80(4) of the Act. The Purchaser shall provide any number of postdated cheques with respect to the Occupancy Fee as and when the Vendor may reasonably require same. NO PART OF THE OCCUPANCY FEE SHALL BE CREDITED TOWARDS THE PURCHASE PRICE ON CLOSING NOR SHALL ANY PART THEREOF BE RETURNED TO THE PURCHASER IN THE EVENT THAT ANY DEPOSIT MONIES ARE TO BE RETURNED TO THE PURCHASER BY REASON OF THE TERMINATION OF THIS AGREEMENT. No adjustment shall be made for fluctuations in those items on which the maximum occupancy fee is based other than as required in the Act, save and except as provided for in the following sentences in this subsection. The Vendor reserves the right to charge taxes applicable only to the land to the Purchaser as part of the monthly Occupancy Fee and adjust on the Unit Transfer Date any interim bills paid by the Vendor prior to the Unit Transfer Date. The Purchaser in such event shall still be responsible for all supplementary tax bills resulting from the construction of the Condominium building from and after the confirmed Occupancy Date and all tax bills after Unit Transfer Date applicable to the Unit.
- (d) The Purchaser covenants and agrees to provide the Vendor's solicitor, within thirty (30) days of the date of acceptance of this offer, with an irrevocable direction indicating the manner in which title to the Unit shall be taken on the Unit Transfer Date, setting forth the company name or the full names, birth dates and marital status and social insurance number of the Purchaser and all other parties permitted by the Vendor to take title to the Unit, as well as the address for service to be inserted in the transfer, failing which the Purchaser shall be in default hereunder, and in addition to any other rights and remedies available to the Vendor (either at law or in equity) as a result of such default by the Purchaser, the Vendor shall thereupon be entitled to engross the Unit in the name of the Purchaser as noted on page 1 of this Agreement, and the Purchaser shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the Occupancy Agreement and/or the transfer are so engrossed. If such irrevocable direction directs the Vendor's solicitor to engross title to the Unit in the name of a person(s) or party(ies) other than that of the Purchaser as noted on page 1 of this Agreement, which are permitted by the Vendor in accordance with this Agreement, then the Purchaser agrees to pay, on the Occupancy Date, the Vendor's solicitor's fees, in the amount of \$150.00 plus G.S.T..
- (e) The Purchaser agrees to obtain from the Vendor a time of day during which the Purchaser shall be entitled to move into the Unit and to use the elevator designated for such purposes, if any.

5. THE OCCUPANCY AGREEMENT

During the term of the Occupancy Agreement:

- (a) Subject to the provisions hereof, only the Purchaser shall have the right to occupy the Unit, for commercial purposes only, in accordance with the terms and provisions of the draft Condominium Documents included in the Disclosure Statement, and shall comply with same as if they were the owner of the Unit, and shall maintain and repair same in a clean and sightly manner as would a prudent owner, and the Purchaser acknowledges and agrees that he shall not

- have access to the Unit prior to the Occupancy Date without the Vendor's prior written consent and without being accompanied by a representative of the Vendor;
- (b) The Purchaser agrees not to make any changes, alterations, interior work or additions of any nature whatsoever to the Unit (collectively, the "Unit Alterations") up to and including the Unit Transfer Date unless the Purchaser either:
- (a) enters into an agreement with the Vendor (or a person designated by the Vendor) to source, construct and/or install the Unit Alterations and same shall be sourced, constructed or installed by the Vendor (or a person designated by the Vendor) in accordance with the terms of such agreement; or
 - (b) obtains the written approval of the Vendor to permit the Purchaser itself to construct and install the Unit Alterations, which written approval may be arbitrarily withheld by the Vendor.
- (c) Should the Purchaser desire the Vendor's written approval in accordance with Paragraph 5(b)(b), the Purchaser shall submit to the Vendor detailed plans and drawings prepared by a qualified architect or engineer showing the proposed Interior Alterations (said plans and drawings being suitable for building permit purposes), together with any other documents that the Vendor deems necessary in its sole, absolute and unfettered discretion. The Purchaser shall be liable for all of the Vendor's architect's, engineer's and in-house fees incurred for reviewing the Purchaser's plans, documents and drawings and shall pay such sums forthwith upon demand or as an adjustment on the Unit Transfer Date, in the Vendor's sole discretion.
- (d) Should the Vendor grant its written approval to the performance of the Interior Alterations by the Purchaser, the performance of same shall not be commenced by or on behalf of the Purchaser unless:
- (a) copies of all consents, permits and licences required by any applicable municipal, regulatory or governmental authority and required to permit the performance of the Interior Alterations are delivered to the Vendor;
 - (b) the Purchaser delivers an irrevocable letter of credit in favour of the Vendor in the amount equal to 200% of the costs of the performance of the approved Interior Alterations as a security deposit for construction liens, work performance during the construction period and latent defects, for a minimum of six months after the occupancy permit for the Unit has been issued by the municipality, such letter of credit to be on a form that is acceptable to the Vendor in its sole discretion and drawn by a Canadian Schedule 1 Chartered Bank. It is understood and agreed that the performance of the Interior Alterations shall be estimated by the Vendor in its sole discretion and such estimate shall be conclusive and binding with regards to determining the amount of the letter of credit. The Vendor reserves the right to increase the estimate amount at any time and accordingly, the Purchaser shall provide such additional letters of credit to the Vendor as are necessary to reflect a cumulative value of 200% of the revised estimate;
 - (c) enter into any and all agreement required by the Vendor pertaining to the performance of the Interior Alterations.
- (e) In the event that the Purchaser (or a person on its behalf) begins the performance of Interior Alterations without first complying with Paragraphs 5(c) and 5(d) then, at the sole option of the Vendor, the Occupancy Agreement and this Agreement shall become null and void and all deposit monies shall be forfeited as liquidated damages. The Purchaser shall be liable for and agrees to indemnify and save the Vendor harmless for any damages, costs or expenses incurred by the Vendor as a result of the Purchaser failing to comply with the provisions of the Occupancy Agreement.
- (f) The Purchaser covenants and agrees that any refuse and debris arising from its performance of the Interior Alterations shall be removed by the Purchaser at its sole cost and expense and that such refuse and debris shall be stored within the Unit at all times prior to its removal.
- (g) The Purchaser acknowledges that the as-built Interior Alterations must be reflected on the final architectural and structural drawings for the Condominium. The Purchaser shall pay to the Vendor the Vendor's cost, as estimated by the Vendor, of reflecting the Interior Alterations on the architectural and structural drawings for the Condominium. In the event that an inspection of the Interior Alterations indicate that the same have not been completed in accordance with any plans approved by the Vendor, the Purchaser shall be responsible for the Vendor's expenses in amending the architectural and structural drawings to reflect the Interior Alterations.
- (h) The Purchaser shall pay all telephone, cable television, utility and other expenses for the Unit other than those included as a proposed common expense;
- (i) The Purchaser shall maintain insurance on any decoration, furnishing or improvement to the Unit as well as for third party liability and shall indemnify the Vendor from any damage to property or injury to person within or on the Unit or elsewhere if caused by the Purchaser or any person for whose actions the Purchaser may in law be liable;
- (j) The Purchaser's right to occupy the Unit may be terminated by the Vendor if the Purchaser is in default under this Agreement or the Occupancy Agreement, or if this Agreement has been terminated for any reason. If the Occupancy Agreement or this Agreement is terminated, the Purchaser shall vacate the Unit immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit;
- (k) Subject to the provisions hereof, the Purchaser may not assign or sublet this Occupancy Agreement or otherwise part with possession of the Unit, without the Vendor's prior written consent which consent may be arbitrarily withheld;
- (l) The Vendor shall have the right to enter the Unit at all reasonable times (unless there is an emergency, in which case such right to enter the Unit can be at any time) for the purpose of conducting inspections thereof, for facilitating the registration of the Condominium, and for correcting and completing any outstanding work with respect to the Condominium;
- (m) The Purchaser shall ensure that no construction liens or any other lien affects the Condominium or property of the Condominium or any part thereof, including without limitation the Unit, in respect of materials supplied or work done or to be done by the Purchaser or on behalf of the Purchaser or related to the Purchaser's work and if the Purchaser fails to discharge or cause any such lien to be discharged no later than five (5) days after notice thereof given to the Purchaser, then in addition to any other rights and remedies of the Vendor, the Vendor may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due into court or directly to the lien claimant and the amount so paid and all costs and expenses (including legal costs on a solicitor and his client basis) shall be paid by the Purchaser to the Vendor forthwith on demand; and
- (n) The Purchaser shall be obligated to obtain, at its sole cost and expense, any occupancy permit required by any municipal, governmental or regulatory authority having jurisdiction and shall make it available to the Vendor five (5)

days prior to any occupancy, business operation or opening. The Purchaser shall not refuse to complete this transaction by reason only that such certificate has not been obtained or is not yet available.

6. CONSTRUCTION AND CHANGES

The Vendor agrees to complete the Unit and common elements in a good and workmanlike manner. The Vendor shall have the right from time to time to make reasonable changes in the opinion of the Vendor if required and any changes required by any relevant governing authority in the plans and specifications of the Unit and the Condominium and every aspect thereof if required and to substitute other material for that provided for under this Agreement or in the plans and specifications of the Unit or the Condominium, provided that such alternative material is of a quality equal to or better than the material hereunder or in the plans and specifications and to complete this transaction notwithstanding same and the Purchaser hereby consents to such changes and substitutions. The Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole and absolute discretion to effect the changes to the Condominium contemplated in the Disclosure Statement, to change the legal description of the Unit and the right to change the Condominium's municipal address or numbering of the Units in terms of unit number and/or level number and the number of units in the Condominium as a result of a combination of units, splitting units, adding additional units, removing units and reducing or increasing the height of the Condominium by reducing or increasing the number of floors of the Condominium and altering the exterior design and features of the Condominium, which the Vendor can effect in its sole and unfettered discretion; provided, however, that the Purchaser's Unit location on the floor-plate and configuration shall not be altered except as provided herein. The Purchaser acknowledges and agrees that the construction timetable for the lands adjacent to and/or nearby the Condominium and the type, character, composition, number of buildings, etc. of the improvements to be constructed thereon will be totally at the discretion and control of the owners thereof. The Purchaser covenants and agrees that in the event that there is a "material change" permitting the Purchaser to rescind this Agreement pursuant to s.74(6) of the Act, then the Purchaser agrees that its only recourse against the Vendor is such right of rescission pursuant to the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

The items set out in Schedule "B" attached hereto are included in the purchase price. The Purchaser acknowledges that he is not relying on any floor area figures indicated in any sales or promotional material or provided by the Vendor's agents. In accordance with the foregoing, and without limiting the generality of the foregoing, all details and dimensions are approximate and are subject to change without notice to the Purchaser. Any reference to ceiling heights in this Agreement or the Schedules attached hereto shall mean the approximate height from unfinished floor slab surface to unfinished ceiling slab surface and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc.. Purchaser is advised that the configuration and area of the Unit may be altered by the addition of ducts to service roof-top HVAC units in the event the Vendor decides, in its sole, absolute and unfettered discretion, to increase the number of floors in the Condominium building and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price. The Purchaser is advised that the configuration, location of entry doors and area of the Unit may be altered if in connection with the finalization of the exterior elevation drawings of the Condominium building the Vendor decides, in its sole, absolute and unfettered discretion, to change the location of the stairwells, elevator shafts or the like and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration, location of entry doors and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price.

The Purchaser acknowledges that the consumption of hydro in the commercial units shall be separately metered on a per unit basis with each commercial unit owner being responsible for the cost of such utility consumed in his unit, in addition to and not part of the common expenses payable by such owner. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date such documentation as is required to facilitate the separate metering and per unit billing of such utilities or any other utilities servicing his unit.

The Purchaser acknowledges that the distance and views from the proposed building shown on any site plan, marketing materials, signs, artists renderings or scale model are approximate only and/or may be modified during construction. The Purchaser acknowledges and agrees that the Vendor may, at its sole, absolute and unfettered discretion, make alterations, changes, additions or deletions to anything, including without limitation any buildings, structures and improvements, included or depicted on such site plan, marketing materials, signs, artists renderings or scale model.

7. WARRANTY

The Vendor covenants that on the Occupancy Date the Vendor will transfer, to the extent they are transferrable, to the Purchaser the benefit of any warranty or guarantee that it may have from a third party contractor or supplier in respect of any construction undertaken by the Vendor in respect of the Unit. The Purchaser agrees to accept any such warranty or guarantee in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the subject land or Unit.

Notwithstanding the foregoing or anything contained in the said warranty, the Purchaser waives any right to any claim against the Vendor for damage to any ceilings or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser.

8. INSPECTION OF UNIT

- (a) The Purchaser shall inspect the Unit immediately prior to the Occupancy Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Vendor's Certificate of Completion and Possession Form (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Unit as complete in accordance with this Agreement. The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) onto the Property until the Purchaser has completed his obligations under this Agreement on the Occupancy Date.
- (b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to give occupancy of the Unit and to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole option, may thereupon either terminate the transaction in accordance with Paragraph 22 herein, or may elect to complete the Certificate on behalf of the Purchaser. The

Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers, without liability or claim, to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

9. DAMAGES BEFORE CLOSING

The Unit, save and except for any contents that may be placed or located in the Unit and any improvements to the Unit made or caused to be made by the Purchaser in accordance with this Agreement, shall be and remain at the risk of the Vendor until the Unit Transfer Date, and pending completion of the sale the Vendor will hold all insurance policies, save and except for any policies relating to the contents in the Unit and to any Purchaser improvements made to the Unit in accordance with this Agreement, and the proceeds thereof in trust for the parties as their interests may appear, and in the event that the Unit or the building of which the Unit forms a part are substantially damaged or destroyed, and the Vendor, in its sole discretion decides that it will not rebuild or repair such damage, then the Vendor may elect to terminate this Agreement and upon returning to the Purchaser the deposit(s) without interest except as may be required by law, the Vendor's liability shall be at an end and the Purchaser shall execute and complete such documents as may be necessary to clear the title to the Unit. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

10. ACCESS BY VENDOR FOR MAINTENANCE AND COMPLETION

- (a) Notwithstanding the transfer of title to the Unit to the Purchaser, or occupancy of the Unit by the Purchaser, the Vendor or its duly authorized agents shall have free access at all reasonable times (unless there is an emergency, in which case such access can be at any time) to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or other units and the common elements in the Condominium or of any servicing or installations in connection with either the Unit or the common elements and this right shall be in addition to any rights and easements in favour of the Vendor under the Act.
- (b) The Purchaser shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold, both in other phases of the condominium, if any, and in other condominium plans, as applicable, the Vendor may make such use for the Condominium as may facilitate such completion and sale, including, but not limited to the maintenance of a sales office, common areas or elements and model units, the showing of unsold units and the display of signs. The Purchaser covenants and agrees for itself and its agents and permitted assigns that they shall not enter the Unit or the common elements prior to the Occupancy Date except as approved or required by the Vendor.

11. ACCEPTANCE OF TITLE BY PURCHASER

The Purchaser agrees that the Unit shall be subject to all registered restrictions and agrees to accept title to the Unit subject to all the rights and easements now registered or to be registered hereafter against the Unit, the common elements and/or the property for the supply and installation of telephone and other communication services, electricity, gas, sewers, water, heating, cooling, television cable or satellite facilities and other usual services; provided that if such rights and easements have not been determined when the Purchaser receives a transfer, such transfer will contain a covenant by the Purchaser to grant such rights and easements and/or confirm same upon the written request of the Vendor; and the Purchaser shall, if requested, execute such transfer or transfers as the Vendor shall require and submit, provided the title is good and free from all encumbrances except:

- (a) as aforesaid;
- (b) the Declaration, Description, and By-Laws, notwithstanding that they may be amended or varied from the proposed Condominium Documents given to the Purchaser when entering this Agreement;
- (c) any development agreements, subdivision agreements, site plan agreements and any other such agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction, applicable by-laws whether registered or not, provided that the Vendor is in compliance thereof;
- (d) any easements, rights-of-way, reciprocal agreements with adjoining lands, encroachment agreements, conditions or covenants that run with the land, and subject to all rights, licences, and easements or agreements now registered or to be registered for the installation and maintenance of any public or other utility including, without limitation, telephone, internet, hydro, gas, sewer, water, heating, cooling, cablevision or satellite and any easements or right of entry for the operation and maintenance of adjacent corporations or lands;
- (e) any easements, rights-of-way, licences, or agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction with respect to future services to be installed;
- (f) temporary easements in favour of the Declarant and/or its affiliates and/or the Declarant's assigned successors for construction and sales of this Condominium and any development in the vicinity thereto;
- (g) official plan and zoning amendments passed by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction;
- (h) any agreement(s) or easement(s) between or among the Vendor on its behalf and on behalf of the owner(s) of improvements constructed or to be constructed on lands in the vicinity of the subject property (including, without limitation, any covenants, restrictions, etc. not to object to re-zoning, etc.);
- (i) any easements, rights-of-way, cost sharing agreements and reciprocal agreements with adjoining lands and/or lands in the vicinity of the Condominium lands;
- (j) Instrument Nos. LT1615145, LT2057426, PR1138739 and PR1591143;
- (k) as herein expressly provided; and
- (l) as to minor breaches in any of the foregoing that have been remedied or are in the process of being remedied as established by a statutory declaration of an officer or director of the Vendor.

The Purchaser agrees that the retention by the relevant authority of security that is satisfactory to such authority intended to guarantee fulfillment of any outstanding obligations under any of the aforementioned agreements shall be deemed to be satisfactory compliance with the terms and provisions of the agreements. It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Unit a release of (or an amendment to) any of the aforementioned easements, development agreements, site plan agreements, subdivision agreements, cost sharing agreements, reciprocal agreements or restrictive covenants, nor shall the Vendor be obliged to have any of the same deleted from the title to the Lands. The Purchaser shall satisfy himself as to the Vendor's due compliance with the provisions of any such agreements, licences, restrictions or easements listed in subparagraphs 11(a) to 11(l) inclusive above. Purchaser further agrees to accept

the Vendor's solicitors' undertaking to discharge any mortgages, debentures, liens or encumbrances (the "Encumbrances") against the Unit or Common Elements that the Purchaser is not assuming and to close notwithstanding such mortgages, liens or encumbrances. In any event, the Vendor shall not be required to discharge the Unit from the Encumbrances until such time as the Purchaser has paid to the Vendor the purchase price for the Unit in full.

The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any portion of purchase price on the Occupancy Date or on the Unit Transfer Date.

The Purchaser acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser when entering into this Agreement, and in the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement in accordance with the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to such restrictions, easements, covenants or agreements referred to in this Agreement, and in such case the Purchaser shall be required to execute the transfer prior to the Unit Transfer Date, or the Vendor may require that the Purchaser deliver his separate written covenant on the Unit Transfer Date. In the event that the Vendor is not the registered owner of the Unit, the Purchaser agrees to accept a conveyance of title from the registered owner in lieu of the Vendor's.

The Purchaser agrees to accept title to the Unit subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water, cable television, internet access, heating, cooling, satellite facilities and other usual services, as well as any rights, easements and interests in land that do not materially affect the use of the Unit for commercial purposes reserved by the Vendor. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements.

The Purchaser further agrees to accept title from the registered owner of the Unit and to accept such owner's title covenants in lieu of the Vendor's in the event that the Vendor is not the registered owner of the Unit on the Unit Transfer Date. The Vendor shall be entitled to insert in the transfer/deed of land specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to in this Agreement and, in such case, the Purchaser may be required to execute the transfer/deed of land prior to the Unit Transfer Date and the Vendor may require, in addition, that the Purchaser deliver his separate written covenant on the Unit Transfer Date.

12. VENDOR'S COVENANTS

The Vendor hereby covenants as follows:

- (a) to take all reasonable steps to deliver to the Purchaser a registrable deed or transfer of the Unit without delay; and
- (b) to hold in trust for the Condominium Corporation the money, if any, that the Vendor collects from the Purchaser on behalf of the Condominium Corporation.

The covenants of the Vendor in this paragraph contained shall constitute the covenants of the Vendor pursuant to subsection 78(1) of the Act and are hereby understood and agreed to be the extent of the Vendor's obligations in that regard and it is understood and agreed that there are no further obligations or covenants in that regard other than those specifically stated above.

13. EXAMINATION OF TITLE BY PURCHASER

The Purchaser shall not call for the production of any title deeds or abstracts of title, survey sketch or other proof or evidence of title, nor have furnished any copies thereof. The Purchaser shall be allowed until TEN (10) days prior to the Unit Transfer Date to examine the title at his own expense. If within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit money shall be returned to the Purchaser without interest except as may be required by law and without deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objections so made within such time the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute satisfactory manner of responding to the Purchaser's requisitions: Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned.

14. ADJUSTMENTS ON CLOSING

The balance due on the Occupancy Date shall be adjusted on the Occupancy Date (or adjusted on the Unit Transfer Date if so required by the Vendor) as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement (plus G.S.T. where applicable) which shall include, without limiting the generality of the foregoing, the following:

- (a) Assessments prepaid or owing for contribution towards the common expenses, and/or reserve fund and any other prepaid or current expense, such as gas, electricity, fuel, water, heating, cooling, etc., which shall be adjusted by attributing to the Purchaser's Unit its share of such expenses, as determined by its common interest, and any charges paid by the Vendor to a utility supplier (including, without limitation, any local distribution company or any independent energy retailing company) which is attributable to the unit, including any charges (which may include, without limitation, security deposits) specifically for the connection or energization of water, gas, hydro, heating or cooling or the installations of a meter for same and the cost of such meters, unless such charges are included in common expenses. If any of such charges are bulk billed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) below;
- (b) an amount equal to that estimated by the Vendor to be payable by the Purchaser for the Purchaser's Unit contribution towards the common expenses and/or reserve fund of the Condominium Corporation for a period of TWO (2) months, which sum shall be paid directly to the Condominium Corporation on closing and credited by the Condominium Corporation to the Purchaser. Such sum, or part thereof, forming part of the reserve fund shall be in addition to any

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common expenses otherwise payable to the Condominium Corporation. The Purchaser agrees to deliver a series of twelve post-dated cheques in an amount estimated by the Vendor to be payable monthly to the Condominium Corporation on account of common expenses;

- (c) realty taxes (including local improvement rates) on the Purchaser's Unit, and said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Occupancy Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. If realty taxes are owing for a period when the Condominium was assessed and taxed as one structure and not as individual units, then the adjustment of realty taxes shall include an amount calculated to attribute a portion of such realty taxes owing on the Condominium to the Purchaser's Unit based on its common interest or alternately, equally among all of the commercial units or in such other manner as the Vendor may elect, acting reasonably. Alternatively and at the Vendor's option realty taxes shall not be adjusted until individual unit assessments have been made;
- (d) the costs in respect of the provision and installation of hydro meters in the amount of \$400.00 plus G.S.T.;
- (e) the Purchaser shall reimburse the Vendor \$50.00 plus G.S.T. on closing for the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada;
- (f) all deposits paid to the Vendor hereunder, together with interest to be paid/credited to the Purchaser in accordance with the provisions of the Act;
- (g) a \$250.00 plus G.S.T. administrative fee shall be charged to the Purchaser for any cheque paid for a deposit or for the monthly occupancy fee which is not honoured or accepted for any reason, including a cheque returned N.S.F. or upon which a "stop payment" has been ordered;
- (h) if the Purchaser is not a resident of Canada for the purposes of the Income Tax Act, Canada (the "ITA"), the Vendor shall be entitled to withhold and remit to the Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of his deposits paid hereunder, in accordance with the ITA;
- (i) the Purchaser shall reimburse the Vendor \$300.00 plus G.S.T. in respect of all forms of evidence of compliance pursuant to subsection 81(6) of the Act that have been delivered to the Purchaser, such costs representing the administration fees charged by the Vendor's Solicitor to the Vendor;
- (j) the amount of any development charge(s) or levies and/or education development charge and/or sewer impost charge and/or park charges or levies and/or any service connection charges, check meter and/or any fees, levies, charges or assessments (notwithstanding that same may be paid prior to the Unit Transfer Date or following) assessed against or attributable to the Unit (or assessed against the development or Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), whether imposed under the *Development Charges Act, 1997*, S.O. 1997, as amended from time to time, and the *Education Act*, R.S.O. 1990, as amended from time to time, or otherwise under any other relevant legislation or authority. If such charges, levies, fees or assessments are assessed against the Property as a whole and not against the Unit, then the Purchaser shall pay to the Vendor a proportionate reimbursement of such amounts equivalent to the proportionate common interest allocation attributable to the Unit;
- (k) the cost in respect of the provision of a status certificate in the amount of \$100.00 plus G.S.T.;
- (l) if requested by the Vendor or the Hydro Provider (as defined below), the Purchaser agrees to enter into or assume a contract with the provider of hydro and/or the party monitoring consumption of same to the Unit (the "Hydro Provider"), on the Hydro Provider's form, for the provision and/or metering of hydro services to the Unit. The fees (including any security deposit) for such hydro services shall be adjusted for the month of closing with the Purchaser being responsible for such costs from and after the Occupancy Date; and
- (m) the cost in respect of the provision of an area certificate in accordance with Schedule "E", plus G.S.T.;

If any of the adjustments to be made on the Occupancy Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Purchaser agrees with the Vendor to pay all monies payable under this Agreement in the manner directed by the Vendor or its solicitor.

If (a) there is an increase after the date of execution of this Agreement by the Purchaser in any levy, development charge, education development charge, impost charge, fee or assessment (collectively, the "Existing Levy") imposed as of that date by the municipality, regional municipality, the public or separate school board or any other authority having jurisdiction, or (b) any of the aforesaid authorities impose a new or any other levy, development charge or education development charge, impost charge, fee or assessment (collectively referred to as the "New Levy") under the *Development Charges Act*, the *Education Act*, or any other legislation of a similar nature after the date of execution of this Agreement then, the Purchaser shall pay the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Unit Transfer Date plus any goods and services tax exigible thereon. If the increase to the Existing Levy or the amount of the New Levy is assessed against, charged or imposed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) above.

The parties acknowledge and agree that the Purchase Price is exclusive of the Federal Goods and Services Tax (the "G.S.T.") exigible against the herein transaction pursuant to the *Excise Tax Act*. The Government of Ontario has announced its intention to harmonize the Ontario Retail Sales Tax with the G.S.T. (the "HST") to take effect from July 1, 2010. The GST and the HST, if applicable, shall be in addition to and not included in the Purchase Price. The Purchaser shall deliver to the Vendor on the Unit Transfer Date a certified cheque in the amount of the G.S.T. and H.S.T. payable by it in connection with this transaction. The Purchaser agrees that he shall be liable and shall pay HST on all closing adjustments that are subject to HST at the time of closing.

If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and any applicable taxes shall be paid on the closing date by the Purchaser.

In the event that the Vendor, as a pre-requisite to the procurement and provision of any utility service to the Condominium is required to pay or provide any public utility authority or service supplier with cash security or a letter of credit (hereinafter the "Utility Security Deposit"), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Deposit from the Purchaser, by charging the Purchaser in the Statement of Adjustments with that portion of the Utility Security Deposit, which proportion is calculated by multiplying the Utility Security Deposit by the common interest percentage allocation referable to the Unit, as set forth in the declaration.

15. MANAGEMENT OF THE PROPERTY

The Vendor or a management company to be named by the Vendor shall manage the Condominium. The Vendor or the management company shall enter into a management agreement with the Condominium Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly common expense charge.

16. CONDOMINIUM DOCUMENTS - DISCLOSURE STATEMENT

The Purchaser acknowledges receipt of the Disclosure Statement which has been delivered by the Vendor to the Purchaser in accordance with the provisions of the Act and the regulations passed thereunder.

17. MODIFICATION OF CONDOMINIUM DOCUMENTS

The Vendor shall have the right from time to time prior to the Unit Transfer Date or any extension thereof to modify the proposed Condominium Documents, being comprised of the disclosure statement with the accompanying declaration, by-laws and rules, and/or to provide such additional material and information, to comply with the requirements of the Act, as may be amended from time to time, the Ministry of Consumer and Business Services or any other ministry, the Office of Land Titles, the City of Toronto, or other authorities, agencies or commissions having jurisdiction.

The Purchaser also acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser. In the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement to be exercised by the Purchaser within ten (10) days of the Purchaser receiving notice of such material change, and the Purchaser may not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

18. AGREEMENT CONDITIONAL

This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the Planning Act of Ontario, and amendments thereto.

19. AGREEMENT NOT TO BE REGISTERED

The Purchaser acknowledges this Agreement confers a personal right only and not any interest in the Unit or property and that the registration against title of any notice or caution or other reference to this Agreement or his or her interest is likely to cause inconvenience and prejudice to the Vendor and other unit purchasers, for example, by impeding financing and the registration of the Condominium. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all Vendor's costs and expense in obtaining it including, but not limited to, fees of its solicitors on a solicitor and client basis together with any G.S.T. thereon. Additionally, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

20. PURCHASER SELLING OR ASSIGNING

The Purchaser covenants not to offer, list or advertise for sale, lease, transfer or assignment, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit) until after the Unit Transfer Date and the Vendor having received payment of all of the purchase price, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. As a condition of giving its consent the assignee/transferee will be required to execute and deliver to the Vendor the Vendor's standard form of assumption agreement and to pay to the Vendor on the date of execution and delivery of the assumption agreement the Vendor's administration and processing fee (which shall be determined by the Vendor in its sole and unfettered discretion) plus G.S.T. together with any other applicable fees, including the Vendor's solicitor's fees. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein and in no event shall the Purchaser list or cause to be listed the Unit for sale, lease or otherwise on a listing service system including, without limitation, the Multiple Listing Service ("MLS"). The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

21. TENDER

Subject to the provisions of sub-paragraph 42(c)(d), below, any tender of documents or money may be made upon the parties hereto or upon their respective solicitors, and in the absence of any other mutually acceptable arrangement confirmed in writing by (or on behalf of) both parties, tender by the Vendor will be deemed to be good and valid if the Vendor (or his solicitor) attends at the Land Registry Office during hours that such office is open to the public and in which the title to the Unit is registered on the Occupancy Date and/or the Unit Transfer Date (as the case may be) ready, willing and able to complete this transaction. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Unit Transfer Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with paragraph 11 hereof in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered by way of a bank draft or certified cheque drawn on a Canadian Chartered bank, trust company or Province of Ontario Savings Office. The Purchaser further acknowledges and agrees that the key(s) to the Unit may be released to him directly from the sale office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents from each party hereto to the other, and the Vendor shall not be required to provide any key(s) as part of any tender made by it.

22. DEFAULT BY THE PURCHASER

It shall be deemed to be a default of the Purchaser under this Agreement if the Purchaser registers any instrument against title to the Unit other than the transfer to be delivered by the Vendor, or if any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser is charged against or affects the Unit.

If any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for FIVE (5) days after written notice thereof is given to the Purchaser or his solicitor, then the Vendor may retain all monies paid without prejudice to any other rights of the Vendor and the Vendor may thereupon cancel this Agreement. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. Any monies owing to the Vendor (a) pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof; or (b) as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement, shall bear interest at the rate of twenty-four (24%) percent per annum, calculated daily, not in advance, from the date of default with respect to any monetary default and from the date of written demand with respect to the aforesaid expenses.

In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or other relationship as a defence to such liability.

In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with the Act and this Agreement, the Purchaser acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect and the Purchaser further acknowledges that this provision may be pleaded by the Vendor as a complete defence to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.

23. EXTENSION AND TERMINATION

- (a) If the Vendor cannot give possession of the Unit to the Purchaser by the Occupancy Date as described in paragraph 2(a) of this Agreement because additional time is required to render it or the requisite portion of the common areas of the Condominium building, in which the Unit is located, sufficiently complete to permit occupancy as required or contemplated in paragraph 4 hereof, then the Vendor shall be entitled to extend the Occupancy Date, one or more times as the Vendor may require, by notice in writing given as soon as reasonably possible prior to the Occupancy Date (or extended Occupancy Date, as the case may be), provided however that all extensions of the Occupancy Date shall not exceed 24 months in the aggregate. If the requisite portion of the common areas of Condominium building, in which the Unit is located, are not completed to permit occupancy thereof within 24 months of the originally scheduled Occupancy Date, then unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and all deposits thereupon be returned to the Purchaser, without deduction and without interest, unless otherwise provided for by the Act, in which event the Vendor shall be entitled to deduct from such interest payable to the Purchaser pursuant to the Act a reasonable administrative fee, determined solely by the Vendor, not to exceed the interest payable pursuant to the Act.
- (b) If, notwithstanding all reasonable steps taken by the Vendor, the Condominium is not registered within 24 months after the Occupancy Date (as extended), then, unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and the Vendor, based upon this provision, may seek to enforce such termination by court order, in the manner provided by the Act. If this Agreement is so terminated, all deposits shall thereupon be returned to the Purchaser, without deduction and with all interest accrued thereon at the rate prescribed by the Act.
- (c) Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor. In the event that this Agreement is so terminated in accordance of 23(a) or 23(b) above, then the Purchaser's sole remedy and recourse against the Vendor shall be for the recovery of its deposits paid to date, less the aforementioned administration fee and, without limitation, the Purchaser covenants and agrees not to claim against the Vendor for any costs or damages.

24. AGREEMENT NOT TO MERGE WITH TRANSFER

All of the covenants, warranties and obligations contained in this Agreement to be performed by the Purchaser shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Unit to the Purchaser. It is provided that in the event of a breach of any covenant, warranty or obligation contained in this Agreement to be performed by the Purchaser, the Vendor shall be entitled, at its option, to declare this Agreement null and void and to retain all amounts paid by the Purchaser without prejudice to any other rights of the Vendor arising from that breach.

25. WAIVER

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived.

The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement and/or has distributed the Disclosure Statement as a trustee or agent for an undisclosed beneficiary or principal, whether or not so stated herein, that there shall be no liability on such undisclosed beneficiary or principal and that the only recourse or remedy that the Purchaser shall have on default by the Vendor herein and/or in respect of the Disclosure Statement is against the Vendor and the property that is the subject of this Agreement, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law or equity.

26. SUBORDINATION OF AGREEMENT

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the property or lands and also to the registration of all condominium documents. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents as may be reasonably required by the Vendor from time to time to give effect to this undertaking and in this regard the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for the purpose of signing all documents and doing all things necessary to implement this provision.

27. ACCEPTANCE

This Offer by the Purchaser when accepted by the Vendor shall constitute a binding agreement of purchase and sale without requiring notice of such acceptance to be delivered to the Purchaser prior to such time.

28. TIME OF ESSENCE

Time shall in all respects be strictly of the essence of this Agreement and no extension of time for any payment by the Purchaser or rectification of any breach of any agreement, stipulations, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor or the Purchaser, as the case may be.

29. PREPARATION AND COST OF REGISTERING DOCUMENTS

The Transfer is to be prepared by the Vendor on the Vendor's standard form. In the event that the Purchaser requests more than one transfer for the Unit, the Purchaser shall pay to the Vendor deed fees in the amount of \$200.00 plus G.S.T. for each additional transfer. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$100.00 plus G.S.T. in total, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

30. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, or beyond the powers or capacity of the parties hereto, then provided such provision is not, in the Vendor's sole opinion, essential or fundamental to the completion of this transaction, such provision shall be deemed and construed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

31. NOTICE

- (a) Any notice, document or information desired or required to be given or provided to the Purchaser shall be in writing or in electronic form, and either delivered personally or by ordinary mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided in this Agreement, or telefaxed to the Purchaser's solicitor, or electronically mailed to either the Purchaser or to the Purchaser's solicitor at the electronic mail address(es) provided to the Vendor in accordance with this Agreement or made available for access or download on a website, the address for which (and any applicable login ID, password, etc. required to access same) the Purchaser or his solicitor has been given notice of. If such notice, etc. is mailed, it shall be deemed to have been received by the Purchaser on the third (3rd) Business Day (any day excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the date of transmission if a Business Day or on the next following Business Day, and if electronically mailed, same shall be deemed to have been received on the date of electronic mailing if a Business Day or on the next following Business Day, and if made available on a website on the date of same being made available if a Business Day or on the next following Business Day.
- (b) Any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the third (3rd) Business Day following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax. Any document or information required by the Vendor to be provided electronically by the Purchaser in the manner prescribed by the Vendor shall be deemed provided on the day thereof if sent before 2:00pm on a Business Day or on the next following Business Day.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the designed place in this Agreement, and forthwith upon request by the Vendor: (i) the Purchaser's electronic mail address; and/or (ii) the Purchaser's solicitor's electronic mail address.

Provided that during periods of postal interruption or impending postal interruption, notice may not be sent by mail and must be sent by personal delivery, telefax or electronic mail in accordance with sub-paragraphs 31(a) and 31(b) above.

32. CONDITIONS

- (a) The completion of this Agreement is conditional upon satisfaction of the following requirements on or before December 1, 2009 (the "Condition Date") which Condition Date may be extended by the Vendor for three successive periods of three months each, failing which this Agreement shall be terminated and the Purchaser shall be entitled to the return of its deposits without deduction upon the execution and delivery to the Vendor of a mutual release and termination agreement on the Vendor's form:
- (a) The Vendor obtaining minor variances, or zoning amendments as may be necessary to permit the construction of the Unit and the proposed building, obtaining site plan approval, the execution of a site plan agreement(s), subdivision agreement(s) or a development agreement(s), or an encroachment agreement(s) if required, between the Vendor and the relevant municipal corporation allowing for the development of the Condominium and all other buildings, structures and improvements contemplated for the entire site, of which the Condominium is a part, and approval by the relevant municipal corporation of the plans and drawings required to permit the construction of the building of which the Unit forms a part, pursuant to the provisions of the aforementioned agreements and/or the Planning Act, Ontario, and without the said approval being subject to any conditions which are, in the Vendor's sole, exclusive, subjective and unreviewable discretion unduly onerous or unacceptable for any reason including without limitation, the availability and issuance of a building permit for the construction of the Condominium; and

- (b) the Vendor being satisfied in its sole and absolute discretion with the economic feasibility and viability of this sale of the Unit to the Purchaser and of constructing and marketing for sale the Condominium in which the Unit is situate.
- (b) The Vendor and Purchaser agree that the Vendor may at its sole and unfettered discretion, extend the Condition Date as provided in subparagraph 32(a). The Purchaser acknowledges that the Condition Date shall be deemed extended for the periods set forth in subparagraph 32(a) in the event that the Vendor does not give notice to the contrary to the Purchaser or his solicitor on or before the Condition Date as may be extended.
- (c) The Purchaser acknowledges that the conditions set forth in this paragraph 32 are for the sole benefit of the Vendor and may be waived by the Vendor at its sole option at any time or times in whole or in part. In the event that the Conditional Date and the extension period of three successive periods of three months each have passed and the Vendor has not given notice to the Purchaser or his solicitor that the conditions set forth in subparagraph 32(a) have not been satisfied and that the Agreement is terminated then the conditions set forth in this paragraph 32 shall be deemed satisfied and waived by the Vendor. The Vendor shall not be required to provide the Purchaser with particulars as to why any one or more of the aforementioned requirements have not been satisfied on or before the Condition Date (as may be extended) in the event that the Vendor terminates this Agreement.

33. NOTICES

- (a) The Purchaser agrees that the relevant governing authorities may require the Vendor to provide the Purchaser with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, garbage and school pick-up. The Purchaser agrees to provide the Vendor upon demand with written confirmation of receipt of such notices in the form and when required by the Vendor, either before or after the Unit Transfer Date and such written confirmation shall constitute full compliance with the Vendor's obligation to provide such notice(s) as and when required by the relevant governing authorities. Without limiting the generality of the foregoing, to the extent that any notices are provided to the Purchaser by the Vendor after the Agreement has been made, such notice shall be deemed to have been included in this Agreement at the time that this Agreement has been made.
- (b) The Vendor hereby advises the Purchaser that noise transmission between units due to floor finishings, sound systems and other matters and the use of the garbage disposal chutes and elevators may cause annoyance to the owners and tenants, as the case may be. The Purchaser acknowledges that he is aware that the noise transmission may cause annoyance to occupants and hereby waives and releases any claims that the Purchaser may have against the Vendor for such annoyance or nuisance or otherwise.
- (c) Purchasers are advised that any noise or vibration attenuation measures or features are not to be tampered with or altered and that the owner(s) of the property in question from time to time shall have the sole responsibility for and shall maintain those measures.
- (d) Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building units, noise levels may continue to be of concern, occasionally interfering with some activities of the building occupants, the Purchaser acknowledging that it has familiarized itself with the existing and permitted land uses in the area of the Condominium and all facets of which are or may be considered a nuisance. The Purchaser acknowledges that the nature of new building construction is such that some discomfort may result from the Vendor's operations relating to the construction of the Condominium and accordingly, the Purchaser agrees that it shall not object to or interfere with the Vendor's construction operations.
- (e) The Purchaser acknowledges receipt of notice from the Vendor that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may apply for re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments with respect to the lands on which the Condominium is to be constructed and/or the lands adjacent to or near the Condominium and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments. The Purchaser further acknowledges that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may make any such application without any further notice to the Purchaser or the Purchaser's successors and assigns. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Unit and to assign the benefit of such covenant to the Vendor. The Vendor shall have the right to remove any objection(s) made by the Purchaser, the Purchaser's successors and assigns, with respect to any such application and the Purchaser shall reimburse the Vendor for all legal fees, expenses and costs that it incurs as a result of such objection(s).
- (f) The Purchaser covenants and agrees that he will not object to nor oppose any amendment to or change in the zoning and/or site plan requirements, or oppose any other applications by the Vendor (or any other corporation or entity associated, related or affiliated with the Declarant) to any board, tribunal or municipal or provincial body relating to or affecting the development of this Condominium, or other lands of the Vendor (or such other entity) in the vicinity of the Condominium. The Purchaser acknowledges that a covenant, restriction and/or notice to this effect may be registered on title to the Unit or the property of the Condominium on closing.
- (g) The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's name, corporate name and "personal information" (as such term is defined in the *Personal Information Protection and Electronic Documents Act 2000, c.5*) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents to the Vendor using, releasing, disclosing and/or retaining on file the Purchaser's name, corporate name and personal information to: (A) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities; (B) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit; (C) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (D) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes.
- (h) The Purchaser acknowledges that because of the construction of the Condominium there will be a certain amount of noise inherent in this construction, there will be dust and other debris which may accumulate and the Purchaser agrees

that it will not interfere with construction of the Condominium by the Vendor's trades, as they carry on their work, either with respect to the Condominium or the Unit.

- (i) Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the Unit occupants as the sound levels exceed the Ministry of the Environment's noise criteria. In order to maintain a suitable indoor noise environment, occupants may wish to keep exterior windows closed.
- (j) The Purchaser acknowledges that this Agreement is conditional, upon the Vendor being satisfied in its sole, absolute and subjective discretion, with the terms, conditions and every aspect of this Agreement. The Vendor shall have fifteen (15) days from the date of acceptance of this Agreement by the Vendor as set out on page 1 hereof to provide written notice to the Purchaser to the address set out on page 1 hereof to terminate this Agreement for any reason whatsoever failing which the Vendor shall be deemed to have waived this condition and this Agreement shall be firm and binding. In the event that this Agreement is terminated in accordance with the foregoing, the Purchaser shall be entitled to the return of all deposit cheques delivered to the Vendor that have not been negotiated, together with any deposits paid and any applicable interest thereon in accordance with the Act. The Purchaser acknowledges and agrees that in respect of the Purchaser's initial deposit cheque, statutory interest shall accrue at the prescribed rate from the next banking day following the expiry of the Purchaser's statutory ten (10) day rescission period. The Purchaser acknowledges that this condition is included for the sole benefit of the Vendor and may be waived by the Vendor at its sole option, at any time.
- (k) Purchasers/tenants are advised that despite the inclusion of noise control features within this development area and within the building units, noise levels from increasing road traffic on nearby public highways may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise level exceeds the Ministry of the Environment and Energy noise criteria.
- (l) Purchasers/tenants are advised that due to the proximity of this development to nearby residential facilities, sound levels from the facilities and construction thereof may at times be audible.
- (m) The Purchasers/tenants are advised that his/her unit may be subject to noise, odour, traffic and such other problems, from the commercial units located in the Condominium. The Purchaser/tenant does hereby acknowledge that they he/she is aware of this matter at the time of purchasing the Unit and confirms that he/she does not have, nor will they have any objection, whatsoever. The Purchaser/tenant of the Unit is advised that noise and odour levels from the commercial units located in the Condominium, may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise and odour exposure levels may exceed the criteria established by the relevant governing authorities.
- (n) The Purchaser/tenant hereby unconditionally acknowledges that he/she is aware of the above matters and warning clauses and the notices set out in this Agreement and confirms that he/she does not object, in any manner whatsoever, to any of these matters and warning clauses nor to any of the notices set out in this Agreement nor will he/she be entitled to raise any objections with respect to the above matters and warning clauses or notices set out in this Agreement at a future date.
- (o) The Purchaser acknowledges and agrees that the notices and warning clauses set out in this Agreement and any additional notices and warning clauses as referred to in section 33(a) above may be registered on title to the Unit and may be included in the Declaration when registered, at the sole and absolute discretion of the Vendor.

34. GENDER AND NUMBER

This Offer and its acceptance are to be read with all changes of gender and number as may be required by the context.

35. SUCCESSORS AND ASSIGNS

Except as expressly herein provided, the parties hereto further agree that the covenants, agreements, provisos and conditions in this Agreement contained shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

36. POWER OF ATTORNEY

- (a) In accordance with the provisions of the *Substitute Decisions Act, 1992*, S.O. 1992, Chapter 30 and the *Powers of Attorney Act R.S.O. 1990*, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers, etc. may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.
- (b) If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person shall be registered in the Land Titles Office for the Condominium, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to his or her attorney).

37. HEADINGS

The headings to the clauses of this Agreement form no part of the agreement but shall be deemed to be inserted for convenience of reference only.

38. MEANING OF WORDS

Words or terms defined in the Act and the regulations made thereunder, as amended and used in this Agreement shall have the meanings ascribed to them in the Act unless the context herein otherwise requires. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which of the conflicting term(s) prevail(s), except that in the event that there is a conflict between any provision of this Agreement and the Act, and the Act provides that the provision in the Act prevails, then the provision of the Act shall prevail.

39. ENTIRE AGREEMENT

There is no oral and/or written representation, warranty, collateral Agreement or condition affecting this Agreement or the Unit, or supported hereby, except as set forth herein in writing. Without limiting the generality of the foregoing, the Purchaser

acknowledges that; there has been no representation regarding site lines and view from the Purchaser's commercial unit; the Vendor shall not be responsible for any misrepresentation made by any sales person, representative or agent (and that any sales person, representative or agent shall be deemed to be the agent of the Purchaser); and the Purchaser has familiarized itself with the costs associated with the ownership and operation of the Unit by making appropriate inquiries to municipal authorities, its financial advisors and to applicable utility and service providers.

40. APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY

This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario. If more than one individual, partnership and/or company comprises the Purchaser, then all of the covenants, obligations and agreements of the Purchaser herein shall be deemed and construed to be the joint and several covenants, obligations and agreements of all the individuals, partnerships and companies comprising the Purchaser.

41. DEPOSIT RECEIPT

The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, without liability or claim, in the Purchaser's name, place and stead, in order to execute any documentation related to any Condominium Deposit Insurance (and related documents) issued by any other insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act and in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time. The Purchaser hereby confirms and agrees that the power of attorney granted herein may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

42. ELECTRONIC DOCUMENTATION

- (a) The Purchaser acknowledges that the Vendor may require all or any portion of the transaction contemplated in this Agreement be completed "electronically" as contemplated in the Electronic Commerce Act, 2000, S.O. 2000, c. 17, as amended and any similar/successor legislation (the "EC Act"). The Purchaser consents and agrees to use, provide and/or accept information and documentation in electronic form, all as and when and the manner prescribed by the Vendor in its sole and unfettered discretion, including, without limitation, accepting and providing electronic signatures, delivery by electronic mail, by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website and/or by the Purchaser providing to the Vendor or its solicitor information and documentation in electronic form. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.
- (b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmission of funds.
- (c) If electronic registration of documentation at the applicable Land Registry Office is in effect on the Unit Transfer Date and if the Vendor requires that the transaction be completed electronically, the following provisions shall prevail:
- (a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada (LSUC) to represent the Purchaser for the closing. The Purchaser will authorize its solicitor to enter into a Document Registration Agreement on the Vendor's solicitor's standard form (the "Escrow Agreement"): The Escrow Agreement shall be consistent with the requirements of the LSUC.
- (b) The Purchaser acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement. In the event this transaction is completed electronically, the Purchaser shall pay to the Vendor on the Unit Transfer Date, by way of an adjustment, the cost incurred by the Vendor in respect of such electronic completion, being \$150.00 plus G.S.T.
- (c) If the closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor or at the appropriate Land Registry Office, as directed by the Vendor's solicitor and at such time as directed by the Vendor's solicitor in order to complete this transaction.
- (d) Tender shall be validly made by the Vendor when the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors and same shall be satisfactory evidence that the Vendor is ready willing and able to complete the sale transaction and the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser.

43. RESTRICTIONS

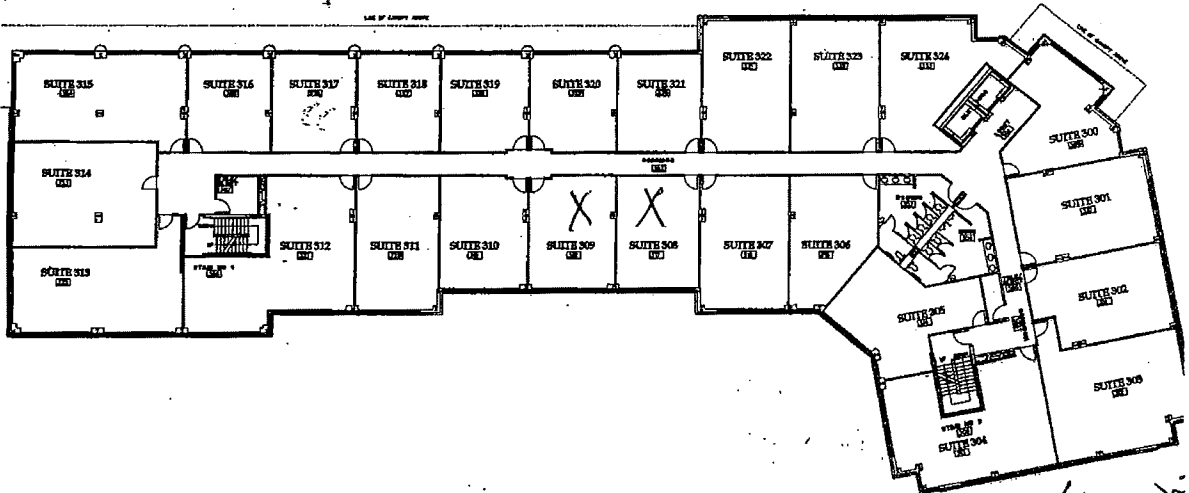
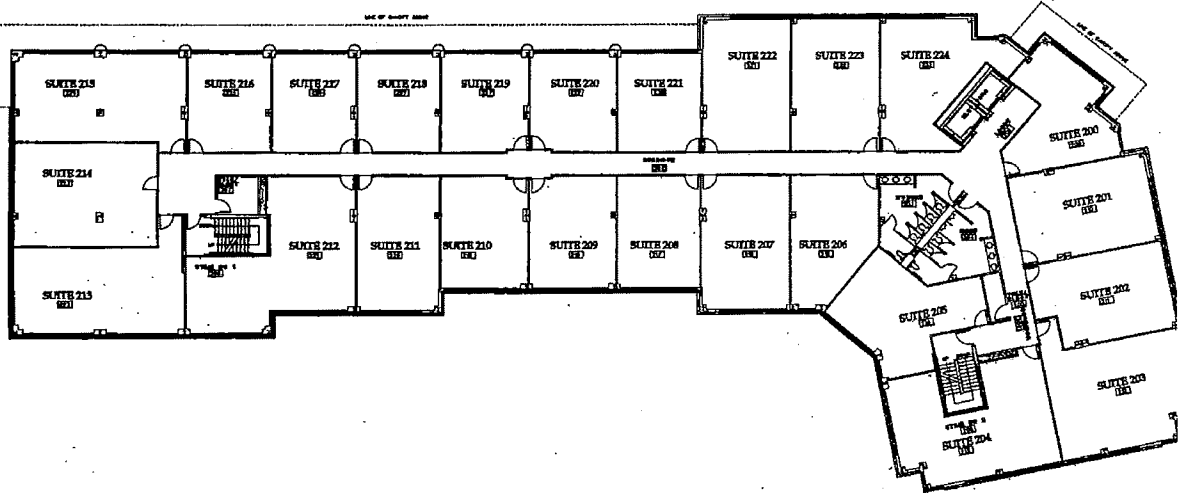
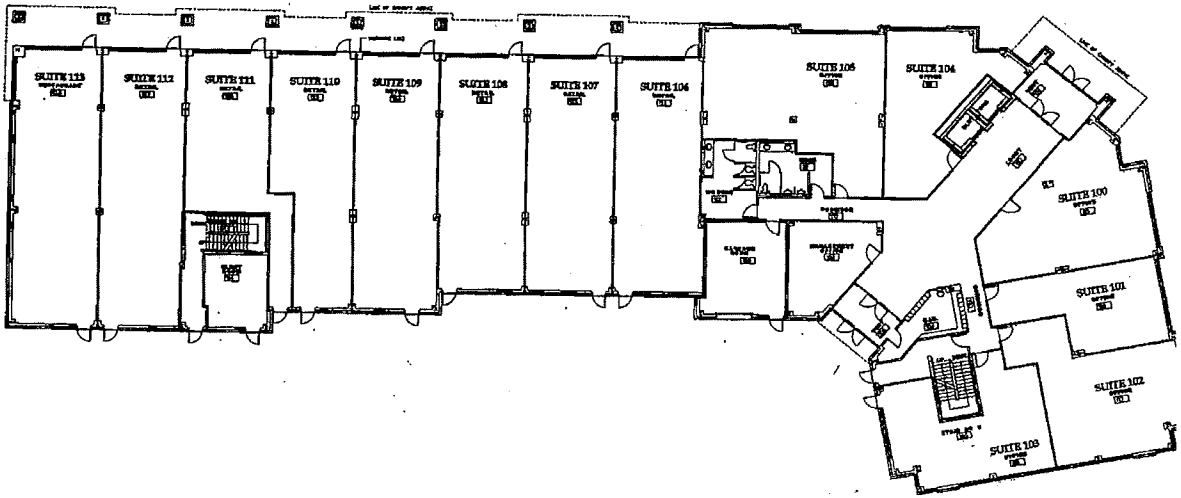
- (a) It is the Vendor's intention that the activities carried out within the Condominium shall be restricted so that the following activities shall not be carried out within more than one commercial unit at any given time: (for the purposes of this subsection, "one commercial unit" shall include two or more adjacent commercial units on the same Condominium level which are owned by the same registered owner and where the demising wall between such commercial units has been removed or altered so as to create one commercial area)
- (a) the operation of a retail pharmacy and pharmaceutical dispensary;
 - (b) the operation of x-ray imaging equipment;
 - (c) the operation of magnetic resonance imaging (MRI) equipment;
 - (d) the operation of computed tomography (CT) equipment;
 - (e) the operation of ultrasound imaging equipment;
 - (f) the operation of a medical diagnostic laboratory;
 - (g) the offering of physiotherapy and/or physical rehabilitation services to the public;
 - (h) the offering of massage therapy services to the public;
 - (i) the offering of podiatrist/chiropracist services to the public;

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- (j) the offering of legal services to the public by licensees of the Law Society of Upper Canada; and
 - (k) the offering of dental services to the public by dental professionals licenced by the Royal College of Dental Surgeons or by dental hygienists.
- (b) The nature, scope and extent of the above restrictions, including without limitation, the length of time that such restrictions shall apply to the Condominium's units, may be determined, amended and altered by the Vendor from time to time, without notice to purchasers, and such amendments shall not be construed as material changes to this Disclosure Statement. These restrictions may, in the Vendor's sole and unfettered discretion, be incorporated into the Declaration or the by-laws of the Condominium and/or may be registered on title to the units as restrictive covenants. Purchasers, occupants and owners of units shall, upon the request of the Vendor, forthwith and without delay execute all documents requested by the Vendor to give effect to such restrictions. The Vendor makes no covenant, representation or warranty to purchasers, owners or occupants of units that the above restrictions are validly enforceable or that the Vendor will take any steps to enforce same. The Vendor shall not be liable to purchasers for damages of any kind arising from the Vendor's failure or refusal to enforce any of the restrictions and/or if any of the restrictions are found by a court of competent jurisdiction to be void or unenforceable.



SCHEDULE "A"
SKETCH OF UNIT



SCHEDULE "B"
VENDOR'S FINISHES

WALLS

- Inside the unit will be Gypsum board finished and taped ready to be primed.
- No Floor finishes and no ceiling
- Sound insulated double drywall partition walls for sound and fire barriers

DOORS

- One, 7 foot aluminum, individually keyed entry door for pedestrian access.
- Color matched architectural door closures.

ELECTRICAL

- Each Unit individually metered for electricity usage.
- Sound insulated double drywall partition walls for sound and fire barriers

HEATING / VENTILATION

- Each Unit will have pump heating and cooling

PLUMBING

- Each unit will have rough-ins for a toilet
- Retail units Suite 106 to 113 will have rough-in for a two piece washroom
- Wet columns for additional plumbing hooks-ups.

SPRINKLERS

- Sprinklers as per drawings

The Purchaser acknowledges and agrees that it is purchasing the Unit in an unfinished state, save as set out above.

Please Note: Materials and specifications are subject to change without notice. E. & O. E.


Purchaser


Purchaser


Vendor

SCHEDULE "C"

This Agreement is conditional until that date (the "FA Condition Date") that is thirty (30) days following the date of execution of this Agreement by the Vendor and the Purchaser upon the Vendor being satisfied in its absolute and uncontrolled discretion with the financial ability of the Purchaser to complete this transaction. Immediately following such execution of this Agreement, the Purchaser shall deliver to the Vendor such statements and information as the Vendor may require to satisfy itself with respect to the aforementioned including, without limiting the generality of the foregoing, mortgage commitment letters, bank references, audited financial statements and/or confirmations and confirmation of the Purchaser's income. In this regard, the Purchaser acknowledges and agrees that: (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (b) such information may remain on file by the Vendor for future references. If the Vendor is not satisfied with the Purchaser's financial ability to complete this transaction, then the Vendor may require the Purchaser to cause such covenantor(s) and/or guarantor(s) satisfactory to the Vendor to execute on or before the FA Condition Date an agreement prepared by the Vendor wherein such person(s) guarantees and/or agrees to perform the Purchaser's obligations described in this Agreement. Failing the Purchaser satisfying the Vendor of his financial ability as aforesaid or providing the aforesaid agreement by the covenantor(s) and/or guarantor(s), the Vendor at its option shall be entitled to terminate this Agreement by giving written notice to the Purchaser on or before the FA Condition Date or such further period thereafter as the Vendor may require whereupon the Vendor shall return the deposit(s) paid by the Purchaser to the Vendor without interest (notwithstanding anything to the contrary in this Agreement) and without deduction. Where the Purchaser is entitled to a refund of his deposits being held by the Escrow Agent, such deposits shall not be released to the Purchaser until a mutual release and termination agreement drawn on the Vendor's form has been duly executed by the Vendor, the Purchaser and the Escrow Agent. The Purchaser covenants and agrees with the Vendor to execute and deliver to the Vendor forthwith such mutual release and termination agreement.

DEPOSITS

Any deposit monies paid by the Purchaser to the Vendor must be made by cheque payable to SIKDER PROFESSIONAL CORPORATION, in Trust (the "Escrow Agent") who shall hold such funds in trust on the express understanding and agreement that when prescribed security for said deposit monies has been provided in accordance with subsection 81(7) of the Condominium Act, 1998, and subsections 22(1) of Ontario Regulation 48/01 thereunder, the Escrow Agent will be entitled to release and disburse said funds to the Vendor (or whomever and in whatsoever manner the Vendor may direct).



SCHEDULE "D"
SUNNY MEADOWS MEDICAL CENTRE

THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE FOLLOWING DOCUMENTS:

1. copy of the Agreement of Purchase and Sale and all schedules attached/referenced therein (to which this Acknowledgement is attached as a Schedule) executed by the Vendor and the Purchaser;
2. copy of the Current Disclosure Statement including the Budget Statement in accordance with the requirements of Section 72 of the Condominium Act, 1998;
3. proposed Declaration;
4. proposed By-Law(s) governing the Corporation;
5. proposed Rules and Regulations;
6. proposed Management Agreement;
7. Plan showing the overall site of the Condominium.

DATED at BRAMPTON this 29th day of July, 2009.

[Signature]
Witness

[Redacted Signature]
Purchaser

[Signature]
Witness

[Redacted Signature]
P

SCHEDULE "E"
UNIT AREA SCHEDULE

The purchase price set forth on Page 1 of this Agreement is calculated by multiplying the sum of \$ per square foot by the Unit's Gross Floor Area, being 1253 square feet.

The Unit's Gross Floor Area, as described at the top of this Schedule is approximate only. In the event the Unit's actual Gross Floor Area, as constructed and registered as a Condominium unit shall differ from the area described at the top of this Schedule (as determined by an area certificate from the Vendor's architect or surveyor, such certificate to be binding on the parties hereto and to be supplied by the Vendor to the Purchaser prior to the Unit Transfer Date), the purchase price shall be adjustment in accordance with the subsequent paragraph.

If the differential between the Unit's actual Gross Floor Area, as constructed, and the Gross Floor Area described at the top of this Schedule is:

- (a) less than 5%, there shall be no adjustment to the purchase price;
- (b) greater than 5%, there shall be an upwards or downwards adjustment to the purchase price, as appropriate, in accordance with the amount of the differential that is greater than 5%. For example, if the Unit's actual Gross Floor Area, as constructed, is 7% greater than that area described at the top of this Schedule, the purchase price shall be increased by 2%. As a further example, if the Unit's actual Gross Floor Area, as constructed, is 11% less than that area described at the top of this Schedule, the purchase price shall be decreased by 6%.

The Unit's Gross Floor Area, as actually constructed and as certified by the Vendor's surveyor or architect, shall be comprised of the following: (i) the actual area of the Unit as bounded by the exterior surface of the Unit's exterior walls and the centerline of the demising walls and common area walls, all without deduction for shaft(s), chase(s), column(s) and projection(s) and (ii) a proportion of the square footage attributable to any interior common area of the Condominium which benefits or is accessible by the Unit's occupant.

Purchaser

Purchaser



Vendor

COPY

AMENDMENT
TO AGREEMENT OF PURCHASE AND SALE
SUNNY MEADOWS MEDICAL CENTRE

BUYER: [REDACTED]
SELLER: 2012241 Ontario Limited
REAL PROPERTY: Units 308-309 Level 3, 50 Sunny Meadow Blvd.,
Brampton, Ontario

~~**DELETE:** Buyer: [REDACTED]~~

~~**DELETE:** Purchase price: [REDACTED]~~

~~**DELETE:** Deposit:~~

~~**DELETE:** Unit No. 308 and 309~~

INSERT: Buyer: [REDACTED]

INSERT: Purchase price: [REDACTED]

INSERT: Deposit: 50% OF TOTAL DEPOSIT *As per*

INSERT: Unit No. 308

Dated at Brampton, this 14th day of March, 2011.

Signed, Sealed and Delivered in the presence of:

Major Hansra
Witness:

Date: MAR. 14/2011

Jagjit
Witness:

Date: MAR 17, 2011

[REDACTED]
Buyer: Harmanjot Dhillon

[REDACTED]
Buyer: Major Hansra

Dated at Brampton, this th day of March, 2011.

Signed, Sealed and Delivered in the presence of:

Major Hansra
Witness:

Date: MAR. 14/2011

Jagjit
Seller: 2012241 Ontario Limited

Name: JAGDEEP DHILLON
Title: PRESIDENT

I have the authority to bind the Corporation.

COPY

AMENDMENT
TO AGREEMENT OF PURCHASE AND SALE
SUNNY MEADOWS MEDICAL CENTRE

BUYER: [REDACTED]

SELLER: 2012241 Ontario Limited

REAL PROPERTY: Units 308-309 Level 3, 50 Sunny Meadow Blvd.,
Brampton, Ontario

DELETE: Buyer: [REDACTED]

DELETE: Purchase price: [REDACTED]

DELETE: Deposit: ,

DELETE: Unit No. 308 and 309

INSERT: Buyer: [REDACTED]

INSERT: Purchase price: [REDACTED]

INSERT: Deposit: 50% OF TOTAL DEPOSIT *50% of total deposit*

INSERT: Unit No. 309

Dated at Brampton, this 14th day of March, 2011.

Signed, Sealed and Delivered in the presence of:

[Signature]
Witness:
Date: MAR 14/2011

[REDACTED]

[Signature]
Witness:
Date: MAR 17, 2011

[REDACTED]

Dated at Brampton, this 14th day of March, 2011.

Signed, Sealed and Delivered in the presence of:

[Signature]
Witness:
Date: MAR 14/2011

[Signature]
Seller: 2012241 Ontario Limited
Name: JAGDEV DHALIWAL
Title: PRESIDENT
I have the authority to bind the Corporation.

TAB 29

Agreement to Lease Commercial - Long Form

This Agreement to Lease dated May 26, 2011

TENANT (Lessee), [Redacted] (Full legal names of all Tenants)

LANDLORD (Lessor), 2012241 Ontario Ltd. (Full legal name of Landlord)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

1. PREMISES: The "Premises" consisting of approximately 1100 square Feet more or less on the 1100 floor of the "Building" known municipally as 50 Sunny Meadow Blvd. UNIT 313 in the City of Brampton Province of Ontario, as shown outlined on the plan attached as Schedule "A".

2. USE: The Premises shall be used only for Professional (Therapy)

3. TERM OF LEASE: (a) The Lease shall be for a term of 7.5 years commencing on the 2nd day of August, 2011 and terminating on the 1st day of August, 2014

(b) Provided the Tenant is not at any time in default of any covenants within the Lease, the Tenant shall be entitled to renew this Lease for 1 additional term(s) of 24 months (each) on written notice to the Landlord given not less than 2 months prior to the expiry of the current term at a rental rate to be negotiated. In the event the Landlord and Tenant can not agree on the fixed minimum rent at least two months prior to the expiry of the current lease, the fixed minimum rent for the renewal period shall be determined by arbitration in accordance with the Arbitration Act or any successor or replacement act.

4. RENTAL: Fixed minimum rent: The fixed minimum rent payable by the Tenant for each complete twelve-month period during the lease term shall be: From September 1, 2011, \$ [Redacted] per annum being \$ [Redacted] per month, based upon \$ [Redacted] per sq Foot

plus HST, and other tax (other than income tax) imposed on the Landlord or the Tenant with respect to rent payable by the Tenant, payable on: (Check one box only)

- [] the [] day of each month commencing []
[X] the First day of the first month immediately following completion of the Landlord's Work.

The fixed minimum rent shall be adjusted if the actual measurements of the Leased Premises differ from the approximate area. The actual measurement shall be agreed upon and failing agreement, calculated by an Ontario Land Surveyor/Architect using the current Building Owners And Managers Association standard form of measurement and shall be binding on both parties.

5. DEPOSIT AND PREPAID RENT: The Tenant delivers Upon Acceptance (Herewith/Upon acceptance/as otherwise described in this Agreement)

a negotiable cheque payable to 2012241 Ontario Ltd. "Deposit Holder" in the amount of [Redacted]

Canadian dollars (Can\$ [Redacted]) to be deposited and held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and after the earlier of occupancy by the tenant or execution of the Lease to be applied by the Landlord against the First and Last month's rent and HST. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

INITIALS OF TENANT(S): [Signature]

INITIALS OF LANDLORD(S): [Signature]

20. **BINDING AGREEMENT:** This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Redacted Signature] DATE May 26/11
 (Tenant or Authorized Representative) (Seal)
 (Witness) [Redacted Signature] DATE
 (Tenant or Authorized Representative) (Seal)
 (Witness) [Redacted Signature] DATE
 (Guarantor) (Seal)

We/I, the Landlord hereby accept the above Offer, and agree that the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) 2012241 Ontario Ltd. DATE MAY 2/2011
 (Landlord or Authorized Representative) (Seal)
 (Witness) [Redacted Signature] DATE
 (Landlord or Authorized Representative) (Seal)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at a.m./p.m. this day of (Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage	2012241 Ontario Ltd.
Phone	Fax
Co-operating/Buyer/Tenant Brokerage	RE/MAX West Realty Inc.
Phone (416) 745-2300	Fax (416) 745-1952

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

(Landlord) [Signature] DATE MAY 23/11
 (Landlord) DATE
 Address for Service: 50 Sunny Meadow Blvd.
Brampton, Ontario Phone
 Landlord's Lawyer
 Address
 Phone Fax

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

(Tenant) [Redacted Signature] DATE May 26/11
 (Tenant) DATE
 Address for Service:
 Phone
 Tenant's Lawyer
 Address
 Phone Fax

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement to Lease:
 In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement to Lease. Acknowledged by:
 (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

This Schedule is attached to and forms part of the Agreement to Lease between:

TENANT [REDACTED]
LANDLORD 2012241 Ontario Ltd.
Premises known as 50 Sunny Meadow Blvd.
Agreement to Lease dated May 26, 2011

The Tenant may make any necessary alterations and improvements to said premises, at the Tenant's own expense, subject to the Landlord's written consent, and such consent shall not be unreasonably withheld. The Tenant may, however, make any necessary minor internal improvements to said premises, at the Tenant's own expense, without the Landlord's consent and in compliance with all applicable governmental by-laws and codes governing the use of the demised premises.

The Landlord may require that all mechanical, electrical, roofing and structural work to be done with respect to the leased premises, by the Tenant at any time, be carried out by the Landlord's contractors and employees at the Tenant's costs, such costs to be competitive with the prices obtained by the Tenant from its contractors.

It is understood and agreed that the Tenant may utilize the existing partitions in the demised premises and may re-locate such partitions and build additional partitions, as required by the Tenant.

The Tenant may, at the Tenant's own expense, subject to the written approval of the Landlord, install any fittings, fixtures, and partitions that may be necessary for the operation of the Tenant's business, from time to time during the lease term, provided that upon termination of the lease term or renewal thereof, the Tenant shall, at the option of the Landlord, restore the premises to its original condition, at no cost to the Landlord.

It is agreed and understood that no openings may be made in the floors, walls and roof of the demised premises without the prior written consent of the Landlord. Should the Landlord consent to such work, it shall be done and maintained in a professional manner, at the sole cost of the Tenant.

Any work carried out by the Landlord, or the Tenant, their employees, agents or contractors shall be done in a workmanlike and professional manner and in compliance with all applicable governmental by-laws and codes governing the use of the demised premises.

All disputes or differences arising in regard to the contract shall be settled by arbitration in accordance with the Arbitration Act of Ontario 1991 or any subsequent legislation in effect at the date of commencement of such arbitration.

The Landlord and Tenant agree that the rentable area of the leased premises is about 1100 square feet, with the actual area to be adjusted accordingly, should the actual measurement differ. The area shall be measured by using the current Building Owners and Managers Association Standards.

The Landlord and the Tenant agree that, should the actual square footage differ from the area stated herein, the annual rental rate shall be adjusted to reflect the actual square footage of the demised premises.

The Lease shall contain a clause permitting the Tenant to assign or sub-lease the demised premises, in whole or part, at any time or times, with consent of the Landlord, and such consent shall not be unreasonably withheld or delayed. Provided that consent as aforesaid shall be required if the Tenant is a corporation and there has been a change of control in the corporation, notwithstanding, the Tenant shall remain on covenant.

Continued on next page...

This page must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

[Handwritten initials]

INITIALS OF LANDLORD(S):

[Handwritten initials]

This Schedule is attached to and forms part of the Agreement to Lease between:

TENANT [REDACTED]
LANDLORD 2012241 Ontario Ltd.
Premises known as 50 Sunny Meadow Blvd.
Agreement to Lease dated May 26, 2011

Continued from previous page:

It is understood and agreed that the Tenant shall have the right to use, in common with all others entitled thereto, the common areas of the property, including lobbies, hallways, common rooms, entrances, driveways, parking lots and common lands appurtenant to the building containing the demised premises, and the Tenant covenants that the Tenant will not obstruct these common areas.

The Tenant covenants to comply with all applicable governmental by-laws and codes governing the use of the demised premises.

This Offer is conditional upon the approval of the terms hereof by the Tenant's Solicitor. Unless the Tenant gives notice in writing delivered to the Landlord personally or in accordance with any other provisions for the delivery of notice in this Agreement to Lease or any Schedule thereto not later than 6:00 p.m. on June 3, 2011 that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Tenant in full without deduction. This condition is included for the benefit of the Tenant and may be waived at the Tenant's sole option by notice in writing to the Landlord as aforesaid within the time period stated herein.

The Landlord warrants that all mechanical, heating, ventilating, air conditioning equipment (HVAC), and electrical equipment will be in good working order, normal wear and tear excepted, on or before the occupancy date set herein.

The Tenant shall have the first right of refusal on adjacent space if and when such space becomes available. In the event that the Landlord receives an Offer which it finds acceptable, it shall so notify the Tenant in writing, and the Tenant shall have 72 hours to match the Offer, by notice in writing delivered to the Landlord, failing which the Tenant shall have lost its first right of refusal. For purposes herein, adjacent space shall be deemed to be space on the first floor above, the first floor below, and/or adjoining space on the same floor as the subject unit.

It is agreed that the lease arising from this Offer shall be based on a rental rate which includes the Landlord paying realty taxes, outside maintenance, building insurance, heat, hydro and water rates that pertain to the subject leased premises.

The Tenant shall have the option to cancel the Lease at any time during the Lease, provided that the Tenant gives the Landlord at least 60 days written notice of the Tenant's intention to cancel, and provided that the Tenant is not in default at the time of giving of such notice, or at the time of termination itself. The payment for this option shall be a cancellation fee of _____, payable at the time of giving notice of intention to cancel.

Continued on next page...

This page must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

[Handwritten initials]

INITIALS OF LANDLORD(S):

[Handwritten initials]

This Schedule is attached to and forms part of the Agreement to Lease between:

TENANT [REDACTED]

LANDLORD 2012241 Ontario Ltd.

Premises known as 50 Sunny Meadow Blvd.


Agreement to Lease dated May 26, 2011

Continued from previous page:

Provided that the Tenant is not in default under the terms of the lease, the Tenant shall have the option to renew said Lease for a further term of 2 years, on the same terms and conditions, save and except for a further renewal, and the rental rate, which shall be the then current rent for similar location, and on similar lease terms at the time of renewal, provided that the Tenant advises the Landlord in writing 2 months prior to the end of the term that the Tenant wishes to exercise the Tenant's option to renew. If the Landlord and Tenant do not agree by one month prior to the end of the term on the rental rate for the renewal term, the matter shall be determined by appraisal. The cost of these appraisals shall be shared equally by Landlord and Tenant. Either the Landlord or the Tenant (the "Notifying Party") may by notice (the "First Notice") to the other (the "Other Party") designate an appraiser. The Other Party may within 10 days following the giving of the First Notice designate a second appraiser by notice (the "Second Notice") to the Notifying Party, failing which the first appraiser shall be the sole appraiser. Within 10 days following the giving of the Second Notice (if given), the two appraisers shall appoint a third appraiser, failing which either party may apply to a judge of the Ontario Court (General Division) as persona designata to appoint the third appraiser. The sole appraiser, or if there are three appraisers, the three appraisers, independently of each other, shall proceed to determine the fair market rental rate for the renewal term. If there is a sole appraiser, the rate determined by the sole appraiser shall be the rate for the renewal term. If there are three appraisers, the two rental rates determined by the appraisers which are closest to each other in amount shall be averaged, or, if the highest and lowest rate differ from the other rate by the same amount, all three rates shall be averaged, and the average rate shall be the rate for the renewal term. Any appraiser appointed pursuant hereto shall be a person with the qualifications and experience requisite to appraise property of the type and location of the demised premises.

Term commencement date – decide how many years with renewal option and if rent is not agreed, subject to usual arbitration under the Arbitration Act of Ontario- term sheet is blank on these issues- start date if there is a delay in finishing the premises – Advise if the landlord will provide you with landlord's work schedule and items to be completed by Landlord and items by Tenant, ensure that if this is an unfinished space, that landlord finishes the ceiling, all sprinklers, airconditioning/heating ducting and connections without requirement of tenant to contribute. In addition, who will complete the floors, walls, offices, electrical, plumbing, drains, washroom etc. Phone see para. 5.15- amend to have landlord install telecommunications lines for computers, phones. If there is a delay in completion, and occupancy, any compensation by landlord. Building permits and plans all at landlord's expense without contribution by tenant.

Rent Free & Fixturing period – usually 3 months – has that been entertained by you with landlord's agent/representative

Base rent \$ [REDACTED] And TMI (taxes/maintenance/insurance \$ [REDACTED]) guaranteed per square foot for TMI; 

If the Landlord intends to borrow monies from the bank, or financial institution, the Landlord may not be permitted to have bank register a security interest on Tenants business, chattels, fixtures, leasehold improvements (see para. 5.06).

Continued on next page...

This page must be initiated by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):



INITIALS OF LANDLORD(S):



Schedule A

Agreement to Lease - Commercial

This Schedule is attached to and forms part of the Agreement to Lease between:


TENANT [REDACTED]
LANDLORD 2012241 Ontario Ltd.
Premises known as 50 Sunny Meadow Blvd.
Agreement to Lease dated May 26, 2011

Continued from previous page:

If any defect in roof and/or structural damage to be paid by Landlord as its sole responsibility and not charged back through the TMI- amend para.7.06 and 7.10 accordingly.

Assignment clause – same to be permitted if change in shareholding to a family member, landlord’s consent not required as well if you franchise or licence your business not consent from landlord required. Costs for assignment and consent of landlord capped t \$250 and no termination of lease if assignee not approved.

Signage. On building if permitted as a fascia sign, on billboard, and on street if pylon street sign erected, tenant shall have right to have its business name advertised at no cost.

→ TO BE DONE ON LANDLORDS LEASE FORMS. a
↳ 5 DAY'S ^{FOR LANDLORD/TENANTS} ASSOCIATIONS APPROVAL 

→ Schedule A of this lease will be attached and become part of Landlords lease.

This page must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):  INITIALS OF LANDLORD(S): 



ravi chahal <ravi@chahalwilshire.com>

Lease

surrinder dhaliwal <surrinderdhaliwal@hotmail.com>
To: ravi@chahalwilshire.com

Thu, Jun 9, 2011 at 2:57 PM

Hey Ravi, just sending over what my client forwarded from her lawyer to me, just some minor changes to the lease agreement. Please let me know what you want to do, make any changes you want and email it back to me so we can wrap this up. Thanks.

Surrinder Dhaliwal

To: surrinderdhaliwal@hotmail.com
Subject: Fw: Lease
From: [REDACTED]
Date: Tue, 7 Jun 2011 18:43:18 +0000

Sent from my BlackBerry device on the Rogers Wireless Network

From: "Elliott Dale" <Elliott@dsklaw.com>
Date: Tue, 7 Jun 2011 14:20:47 -0400
To: [REDACTED]
Subject: FW: Lease

From my comments on the Lease the following remain to be inserted/amended by the Leasing agent:
ELLIOTT DALE June 7, 2011

LEASE – not net – gross lease for 1,100 square feet – all inclusive at [REDACTED] per square foot – ^{exclusive} inclusive of HST- front page of the offer to lease refers to minimum rent [REDACTED] and Schedule A 2nd last para. \$13-per-sq-foot and TMI – ~~crossed out. Change it to a gross lease and delete any obligation for net charges, TMI to tenant. Offer to lease #6 and 7 constitute gross lease.~~

OPTION TO RENEW: 5 years lease and offer called for 24 months with 2 months' prior notice. Change to further 5 years gross lease at rent to be negotiated, failing agreement then by arbitration in usual clause and change 2 months' notice to 6 months' prior notice for tenant to exercise option.

USES: offices, including professional counseling, therapy, training, occupational therapy, family counseling, related and accessory uses and professionals to assist in such main and primary purposes and this tenant shall have exclusivity in this practice save and except any licensed medical professionals currently executing leases in the building.

SECURITY DEPOSIT: You gave [REDACTED] being 1st and last month's security. That's should be sufficient.

Schedule A page 1 adjustment to square footage – should read as per # 6 below namely: 6. Area determination = Lease will be xxx square feet and if less rent will abate/reduce pro rate and if measured by architect rent will not increase. Please amend

LANDLORD'S WORK – all included in the rent above per square foot – all items to be finished- need schedule –

Landlord: Finish ceilings, sprinklers, connection with heating/a/c and ducting, lights, walls, finish and painting, carpeting (in squares) , phone and electrical installations and wiring for computers, jacks, lighting fixtures (to consult Tenant on style of lighting), bathroom if tenant so desires, demising walls in design for the tenant's offices, and reception, soundproof insulation between offices, and collapsible walls which can be moved to expand the rooms, and 2 one way mirrors, enclosed waiting/reception area in design by tenant, signage on billboard inside building and on pylon sign on street- all work and permits required to finish the unit for tenant's operation.

COMMENCEMENT DATE – be specific when unit is finished and tenant can open for business and give tenant 2 months' fixturing rent free period save tenant pays \$x for utilities.

Landlord to attach proper sketch of the space being rented to be attached to Lease

#14 & 15 below to be inserted, namely: 14. Assignment clause – same to be permitted if change in shareholding to a family member, landlord's consent not required as well if you franchise or licence your business not consent from landlord required. Costs for assignment and consent of landlord capped t \$250 and no termination of lease if assignee not approved.

15. para. 13 – insert non disturbance clause if property sold or mortgage, lease is valid. Decide if you need any exclusivity in this property for your use of your business. Delete para. 13.06.

Notice of lease to be registered on title- landlord to consent

Non encumbering: ~~Check if you are getting government loan and Landlord will postpone its rights to Bank security.~~

I just got time to do the review and have the following amendments to the Lease and advise if you need to see me or have other questions or amendments:

1. Tenant name should be a corporation and ~~no~~ personal guarantee/indemnity is to be given
2. Term commencement date – decide how many years with renewal option and if rent is not agreed, subject to usual arbitration under the Arbitration Act of Ontario- term sheet is blank on these issues- start date if there is a delay in finishing the premises – Advise if the landlord will provide you with landlord's work schedule and items to be completed by Landlord and items by Tenant, ensure that if this is an unfinished space, that landlord finishes the ceiling, all sprinklers, airconditioning/heating ducting and connections without requirement of tenant to contribute. In addition, who will complete the floors, walls, offices, electrical, plumbing, drains, washroom etc. Phone see para. 5.15- amend to have landlord install telecommunications lines for computers, phones. If there is a delay in completion, and occupancy, any compensation by landlord. Building permits and plans all at landlord's expense without contribution by tenant
3. Rent Free & Fixturing period – ~~usually 3 months~~ – has that been entertained by you with landlord's agent/representative
4. Deposit will be one last month's rent deposit plus HST
5. Base rent \$xx? And TMI (taxes/maintenance/insurance \$?? For 1st 2 years guaranteed per square foot for TMI:
6. Area determination – Lease will be xxx square feet and if less rent will abate/reduce pro rate and if measured by architect rent will not increase.
7. Uses para. 5 and in term sheet – if you need to expand on same do so
8. If you intend to borrow monies from the bank, or financial institution, you may not be permitted to have bank register a security interest on your business, chattels, fixtures, leasehold improvements (see para-5.06) and if so, amend such clause
9. Rules and regulations –Schedule C: review and see if times of operation are not restricted even during weekends and late at night access
10. Sketch of the premises to be attached-missing and parking to be given at a minimum of X parking spots; garbage disposal at rear? In bins? Is there a delivery door to rear? *PARKING IS FOR ALL*
NO RESERVATION
11. Plans for your use of premises need submission to landlord – and any alterations same requirement See para. 6.04, 7.04; See 7.02 and 7.03 – should you contribute or amend to have landlord be at its sole cost
12. If any defect in roof and/or structural damage to be paid by Landlord as its sole responsibility and not charged back through the TMI- amend para. 7.06 and 7.10- accordingly.
13. To get insurance to comply with landlord 9.02 clause Call your broker
14. Assignment clause – same to be permitted if change in shareholding to a family member, landlord's consent ~~not~~ required as well if you franchise or licence your business ~~not~~ consent from landlord required. Costs for assignment and consent of landlord capped t \$250 and no termination of lease if assignee not approved.
15. para. 13 – insert non disturbance clause if property sold or mortgage, lease is valid. Decide if you need any ~~exclusive~~ activity in this property for your use of your business. Delete para. 13.06.
16. Signage. On building if permitted as a fascia sign, on billboard, and on street if pylon street sign erected, tenant shall have right to have its business name advertised at no cost.

May 24, 2011

TAB 30

2012241 ONTARIO LTD, IN TRUST FOR A COMPANY TO BE REGISTERED

and

Tenant

LEASE OF OFFICE SPACE
SUNNY MEADOW MEDICAL CENTRE
50 SUNNYMEADOW BLVD

LEASED PREMISES: 50 SUNNYMEADOW BLVD
Unit #
Brampton, ON




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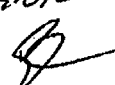
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- Schedule D - Landlord's Work
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- Schedule G - Contents of Leased Premises Sunny Meadow Medical Centre

1. (a) LANDLORD:
2012241 ONTARIO LTD FOR A COMPANY TO BE REGISTERED
470 CHRYSLER DRIVE UNIT 20
BRAMPTON ONT

2. [REDACTED]

Attention: [REDACTED]

3. [REDACTED]

SUNNY MEADOW MEDICAL CENTRE


4. [REDACTED] Unit 313

Attached as Schedule A to this Lease is a plan of the Project showing the Leased Premises by hatching. The Leased Premises are designated as unit(s) .

5. [REDACTED] Approximately 1,100 sqft square feet subject to adjustment in accordance with the definition of Rentable Area and Section 4.08. The Rentable Area of the Leased Premises shall be calculated in accordance with the BOMA ANSI standards ANSI Z65.1-19 , except to the extent modified by the definition of Rentable Area.

6. (a) [REDACTED] \$ (SECTION 4.02) [REDACTED]

(b) [REDACTED] \$ (SCHEDULE E) Sunny Meadow Medical Centre. First Month and Last Month [REDACTED]



7. TERM: years, months, days. 5 Years

(a) FIRST DAY OF TERM: August 2, 2011

(b) LAST DAY OF TERM: August 1, 2016

8. BASIC RENT: \$ [redacted] sqft

From: August 2, 2011 To: August 1, 2016 [redacted] (Base rent excluding TMI) per annum \$ [redacted] (Base rent excluding TMI) per mo.

calculated at a rate of \$ per square foot per annum of the Rentable Area of the Leased Premises

From: , 20 To: , 20 \$ per annum \$ per mo.

calculated at a rate of \$ per square foot per annum of the Rentable Area of the Leased Premises

9. USE OF LEASED PREMISES: Professional

The Leased Premises shall be used solely for the purpose of a general office for the business of and for no other purpose. The Leased Premises shall not be used for any use prohibited by Article 5.00 or Section 9.05.

10. ENVIRONMENTAL ISSUES:

LEASE SECTION 9.05: Applies Does not apply

RIDER 1 (SECTION 9.05): Applies Does not apply

11. INDEMNIFIER: TELEPHONE:

ADDRESS: FAX NUMBER:

12. Additional Covenants, Agreements and Conditions (if any) listed here are more particularly set out in Schedule

E. Sunny Meadow Medical Centre

**LEASE OF OFFICE SPACE
BRAMALEA CITY CENTRE -- 50 SUNNYMEADOW BLVD
THIS LEASE is made as of the day of , 20
BETWEEN:**

2012241 ONTARIO LTD

a company amalgamated under the laws of Canada and registered to carry on business in the Province of Ontario and

2012241 ONTARIO LTD

a company incorporated under the laws of the Province of Ontario
(collectively the "Landlord")

AND:

(the "Tenant")

AND:

(the "Indemnifier")

IN CONSIDERATION of the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1.00 - DEFINITIONS

1.01 Definitions - In this Lease the terms defined in Schedule B shall have the meanings designated therein respectively.

ARTICLE 2.00 - GRANT OF LEASE AND GENERAL COVENANTS

2.01 Grant - The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Leased Premises, to have and to hold during the Term, subject to the terms and conditions of this Lease.

2.02 Landlord's General Covenants - The Landlord covenants with the Tenant:

- (a) subject to the provisions of this Lease, for quiet enjoyment of the Leased Premises so long as the Tenant shall observe and perform all of the covenants and obligations of the Tenant herein; and
- (b) to observe and perform all the covenants and obligations of the Landlord herein.

2.03 Tenant's General Covenants - The Tenant covenants with the Landlord:

- (a) to pay Rent without any deduction, abatement or set-off whatsoever; and
- (b) to observe and perform all the covenants and obligations of the Tenant herein. Sunny Meadow Medical Centre



ARTICLE 3.00 - TERM AND POSSESSION

3.01 Term - The Term of this Lease shall begin on the Commencement Date and end on the date set out in Item 7(b) of the Term Sheet unless terminated earlier as provided in this Lease.

3.02 Early Occupancy - The Tenant may, with the Landlord's prior written consent, use and occupy the Leased Premises or portions thereof before the Commencement Date. In the event of early occupancy, the Tenant shall pay to the Landlord on the date of occupancy a rental for the period from the date the Tenant begins to use or occupy the Leased Premises or portions thereof to the Commencement Date, which rental shall be that proportion of the Rent for the first calendar year of the Term which the number of days in such period is of 365, multiplied by that proportion that the part of the Leased Premises used and occupied from time to time by the Tenant prior to the Commencement Date is of the total area of the Leased Premises. Except where clearly inapplicable, all provisions of this Lease shall apply during such period.

3.03 Delayed Possession - If the Landlord is unable to deliver possession of all or any portion of the Leased Premises by the Commencement Date, this Lease shall remain in full force and effect and the Tenant shall take possession of the Leased Premises on the date when the Landlord delivers possession of all of the Leased Premises, which date shall be conclusively established by notice in writing from the Landlord to the Tenant at least 10 days before such date. The Landlord shall not be liable to the Tenant for any loss, damage or inconvenience resulting from any delay in delivering possession of the Leased Premises but, unless the delay is caused by or attributable to the Tenant, its servants, agents or independent contractors, no Rent shall be payable by the Tenant for the period prior to the date on which the Landlord can deliver possession of all of the Leased Premises, unless the Tenant elects to take possession of a portion of the Leased Premises, in which case Rent shall be payable in respect thereof from the date such possession is so taken. Despite anything contained to the contrary in this Section 3.03, if the Landlord is of the opinion that it is unable to deliver possession of all or any part of the Leased Premises by the expiration of 6 months from the Commencement Date, the Landlord shall have the right to terminate this Lease upon written notice to the Tenant, whereupon neither party shall have any liability to the other and, after the termination date, the Landlord shall return to the Tenant, without interest or deduction, the Security Deposit, if any.

3.04 Acceptance of Leased Premises - Taking possession of all or any portion of the Leased Premises by the Tenant shall be conclusive evidence as against the Tenant that the Leased Premises or such portion thereof and the Common Elements are in satisfactory condition on the date of taking possession, subject only to: (i) latent defects; and (ii) deficiencies (if any) listed in writing in a notice delivered by the Tenant to the Landlord not more than 10 days after the date of taking possession.

ARTICLE 4.00 - RENT

4.01 Rent - The Tenant shall pay to the Landlord as Rent for the Leased Premises the aggregate of:

(a) Basic Rent in respect of each year of the Term, payable in advance and without notice or demand in monthly instalments as set out in Item 8 of the Term Sheet commencing on the Commencement Date and on the first day of each calendar month thereafter during the Term;

(b) the Tenant's Proportionate Share of Operating Costs and the Tenant's Proportionate Share of Taxes, during the Term, in each case payable in monthly instalments at the times and in the manner provided in Section 4.06; and

(c) all amounts (other than payments under Subsections 4.01 (a) and (b)) payable by the Tenant to the Landlord under this Lease, at the times and in the manner provided in this Lease or, if not so provided, as reasonably required by the Landlord.

4.02 Security Deposit - The Landlord acknowledges receipt on or before the Commencement Date of the amount set out in Item 6(a) of the Term Sheet (the "Security Deposit") to be held by the Landlord, without any liability whatsoever on the part of the Landlord for the payment of interest thereon, as a security deposit for the faithful performance by the Tenant of the terms, covenants and conditions of this Lease during the Term hereof and not to be applied on account of Rent except as otherwise provided in this Section 4.02. The Security Deposit will not be a limitation on the Landlord's damages or other rights and remedies available under this Lease or at law or in equity, nor shall the Security Deposit be either a payment of liquidated damages or an advance payment of Rent. The Landlord shall have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit and shall not assume the duties of a trustee for the Security Deposit. The Security Deposit shall not be mortgaged, assigned or encumbered by the Tenant and the Landlord shall not be bound by any such mortgage, assignment or encumbrance. It is understood and agreed between the parties that any portion of the Security Deposit may, at the Landlord's Sunny Meadow Medical Centre



option, be applied toward the payment of overdue or unpaid Rent and may also be applied as compensation to the Landlord for any loss or damage sustained with respect to the breach on the part of the Tenant of any terms, covenants and conditions of this Lease, provided in all cases, however, that the Tenant's liability hereunder is not limited to the amount of the Security Deposit. If during the Term any portion of the Security Deposit is so applied, then the Tenant shall on written demand deliver to the Landlord a sufficient amount by certified cheque to restore the Security Deposit to the original sum deposited. The Landlord shall refund to the Tenant after the expiry date of this Lease any portion of the Security Deposit not used by the Landlord after application by the Landlord to any damage incurred by the Landlord by reason of the default of the Tenant under the terms of this Lease and after deduction of the amount determined by the Landlord, acting reasonably, which will be required for the final year-end adjustment of the Tenant's Occupancy Costs, with any necessary readjustment being made pursuant to Subsection 4.06(2). It is further provided that the Landlord will be discharged from all liability to the Tenant with respect to the Security Deposit to the extent that it is transferred to any purchaser of the Landlord's interest in the Leased Premises.

4.03 Intent - It is the stated purpose and intent of the Landlord and the Tenant that this Lease and the Rent shall be fully net to the Landlord.

4.04 Payment of Rent - General - All amounts payable by the Tenant to the Landlord pursuant to this Lease shall be deemed to be Rent and shall be payable and recoverable as Rent in the manner herein provided and the Landlord shall have all rights against the Tenant for default in any such payment as in the case of arrears of Rent. Rent shall be paid to the Landlord in lawful money of Canada, without deduction, abatement or set-off, at the local address of the Landlord set out in Item 1(a) of the Term Sheet or to such other Person or such other address as the Landlord may from time to time designate in writing. To the extent that any Rent is outstanding at the expiration or earlier termination of this Lease and subject to the provisions of Section 11.04, the Tenant's obligation to pay Rent shall survive the expiration or earlier termination of this Lease. Any Rent or other sum received or accepted by the Landlord and paid by anyone other than the Tenant, on behalf of the Tenant, shall not release or in any way affect the covenants of the Tenant set out in this Lease and shall not be deemed to constitute or evidence the Landlord's consent to a Transfer under Article 12.00. Any Rent or other sum received by the Landlord from or for the account of the Tenant while the Tenant is in default under this Lease may be applied at the Landlord's option to the satisfaction in whole or in part of any of the obligations of the Tenant then due under this Lease in such manner as the Landlord sees fit regardless of any designation or instruction of the Tenant to the contrary.

4.05 Partial Month - If the Commencement Date is a day other than the first day of a calendar month, or if the Term ends on any day other than the last day of a calendar month, Rent for the fractions of a month at the beginning and at the end of the Term shall be adjusted *pro rata* on a *per diem* basis.

4.06 Payment of Tenant's Occupancy Costs

(1) Estimate and Payment

(a) The Landlord shall deliver to the Tenant a written estimate or a written revised estimate of: (i) the Tenant's Proportionate Share of Operating Costs for each Fiscal Year; and (ii) the Tenant's Proportionate Share of Taxes for each Fiscal Year. The Tenant shall pay to the Landlord the amount so estimated in equal monthly instalments (except as otherwise required in this Section 4.06 with respect to Property Taxes) in advance over that Fiscal Year simultaneously with the Tenant's payments on account of Basic Rent. If the Landlord does not deliver to the Tenant such an estimate, the Tenant shall continue to pay the Tenant's Proportionate Share of Operating Costs and the Tenant's Proportionate Share of Taxes based on the last such estimate delivered by the Landlord until a further estimate is delivered by the Landlord and the next payment on account of the Tenant's Operating Costs or Taxes shall be adjusted to take into account any over or under payment in the preceding instalments paid in the Fiscal Year to which the estimate or revised estimate relates. Notwithstanding the foregoing, as soon as bills for all or any portion of amounts included in Operating Costs and Taxes as so estimated are received, the Landlord may bill the Tenant for the Tenant's Proportionate Share thereof and the Tenant shall pay the Landlord such amounts so billed (less all amounts previously paid on account by the Tenant on the basis of the Landlord's estimate as aforesaid) as Rent within 5 days following demand therefor.

(b) Within a reasonable time after the date in each calendar year when the final instalment of Property Taxes is due in respect of commercial properties generally in the municipality in which the Project is located (the "Final Payment Date"), the Landlord shall deliver a statement (the "Tax Statement") to the Tenant that: (i) specifies the Tenant's Proportionate Share of Taxes for the Property Tax Year; and (ii) sets out the total (the "Prepayment Total") of amounts payable under this Subsection 4.06(1)(b) that have been paid by the Tenant between the Final Payment Date in the previous Property Tax Year and the Final Payment Date of the current Property Tax Year. If the Prepayment Total, less any amounts that were previously credited to the Tenant, and any amounts paid for arrears in respect of previous. Sunny Meadow Medical Centre



Property Tax Years, (the "Net Prepayment Total") is less than the Tenant's Proportionate Share of Taxes specified in the Tax Statement, the Tenant shall pay the deficiency with the next monthly payment of Basic Rent. If the Net Prepayment Total exceeds the Tenant's Proportionate Share of Taxes specified in the Tax Statement, the Landlord shall, unless the Tenant is then in default under this Lease, credit the excess to the Tenant on account of the next succeeding payments of the Tenant's Occupancy Costs. The Landlord may estimate Property Taxes for the Property Tax Year following the then current Property Tax Year and the Tenant shall continue after the Final Payment Date to make monthly payments in advance, in amounts determined by the Landlord, for periods determined by the Landlord. The monthly payments paid by the Tenant after the Final Payment Date shall be credited against the Tenant's Proportionate Share of Taxes for the subsequent Property Tax Year.

(c) Any portion of the Tenant's Proportionate Share of Taxes accrued with respect to the Term or any part thereof paid by the Landlord prior to the Commencement Date shall be reimbursed by the Tenant to the Landlord on the Commencement Date or on demand thereafter. Subject to Sections 8.03 and 8.05, the Tenant shall pay the Tenant's Proportionate Share of any Property Taxes or the Landlord's reasonable estimate thereof monthly in advance in the same manner as for payment of the Tenant's Proportionate Share of Operating Costs.

Notwithstanding the foregoing, the Landlord shall always have the right:

(i) to revise the amount of instalments on account of Property Taxes payable by the Tenant to an amount that allows the Landlord to collect all Property Taxes payable by the Tenant by the final due date of Property Taxes for the calendar year; and/or

(ii) to schedule and require payment by the Tenant of instalments on account of Property Taxes payable by the Tenant such that by the final due date of Property Taxes for any calendar year, the Tenant shall have paid to the Landlord the full amount of Property Taxes payable by the Tenant for such calendar year, which arrangement may include payment of instalments by the Tenant in a calendar year on account of Property Taxes payable by the Tenant for the next calendar year.

(2) Annual Statement and Adjustment - The Landlord shall deliver to the Tenant within 120 days after the end of each Fiscal Year or as soon after that date as the same shall be prepared by or for the Landlord, a written statement setting out in reasonable detail the amount of the Tenant's Occupancy Costs for such Fiscal Year. If the total of monthly instalments of the Tenant's Occupancy Costs actually paid by the Tenant to the Landlord during that Fiscal Year differs from the amount of the Tenant's Occupancy Costs payable for that Fiscal Year under Subsection 4.01(b), the Tenant shall pay to the Landlord or, if the Tenant is not in default, the Landlord shall credit to the Tenant on account of the next succeeding payments of the Tenant's Operating Costs and Taxes, as the case may be, the difference, without interest, within 30 days after the date of delivery of the statement.

(3) Disputes - If the Tenant disputes the Landlord's statement setting out Operating Costs or the Tax Statement for any Fiscal Year, the Tenant shall provide notice thereof in writing to the Landlord within 60 days of delivery of the applicable statement in respect of that Fiscal Year. Notwithstanding delivery of such notice, the Tenant shall continue to pay Rent in accordance with the terms of this Lease. In the event of a dispute, the determination of the Tenant's Proportionate Share of Operating Costs or the Tenant's Proportionate Share of Taxes as made by the Landlord's auditors shall be conclusive and binding upon both the Landlord and the Tenant. All costs of obtaining such determination shall be included in Operating Costs; provided that if the Landlord's auditors confirm the Landlord's calculations within a variance of 5%, the Tenant shall be solely responsible for the entire cost of such determination and shall pay such costs to the Landlord forthwith upon demand. If the Tenant and any one or more of the other tenants in the Project are responsible to pay such costs, the Tenant shall be jointly and severally liable with such other tenant or tenants.

4.07 Resolution of Disputes - In the event of any disagreement as to the amount or propriety of any amount included in Operating Costs, a certificate of the auditor of the Landlord, acting reasonably, shall be conclusive as to the amount of Operating Costs for any period to which such certificate relates.

4.08 Area Determination - The Landlord may from time to time, as it deems necessary, cause the Rentable Area of the Leased Premises and the Total Rentable Area of the Building or any part thereof to be recalculated or remeasured and the cost thereof shall be included in Operating Costs (except as otherwise provided in this Section 4.08). Upon any such recalculation or remeasurement, Rent (including without limitation Basic Rent) shall be adjusted accordingly. If any calculation or determination by the Landlord of the Rentable Area of any premises (including the Leased Premises) is disputed or called into question, it shall be calculated or determined by the Landlord's architect or surveyor from time to time appointed for that purpose, whose certificate shall be conclusive and binding upon the parties hereto. The cost of such calculation or determination shall be included in Operating Costs; provided that if the Tenant disputes the Landlord's calculation or

determination and the calculation or determination by the Landlord's architect or surveyor agrees with the Landlord's calculation or determination within a 2% variance, the Tenant shall pay the full cost of such calculation or determination forthwith upon demand. If the Tenant and any one or more of the other tenants in the Project are responsible to pay such costs, the Tenant shall be jointly and severally liable with such other tenant or tenants. If any error shall be found in the calculation of the Rentable Area of the Leased Premises or in the calculation of the Tenant's Proportionate Share, Rent (including without limitation Basic Rent) shall be adjusted for the Fiscal Year in which the error is discovered and for the Fiscal Year preceding the Fiscal Year in which the error was discovered, if any, and thereafter, but not for any prior period.

4.09 Vacancy - If any part of the Building available for leasing is not occupied, the Landlord shall have the right, in respect of amounts forming part of Operating Costs which vary proportionately with occupancy, to include in Operating Costs a larger amount of costs, which larger amount shall be based on a reasonable estimate of the actual cost which would have been incurred if the unoccupied parts of the Building available for leasing were occupied, it being intended hereby that the Landlord shall obtain, to the extent reasonably possible, full reimbursement of Operating Costs attributable to or in respect of occupied premises, and not that: (i) the Tenant shall subsidize Operating Costs incurred by the Landlord attributable to or in respect of vacant premises; or (ii) the Landlord shall recover more than actual Operating Costs.

4.10 Method of Payment

(1) Unless the Landlord advises otherwise in writing, the Tenant shall provide to the Landlord on or before the Commencement Date and thereafter on or before the beginning of each Fiscal Year during the Term and within 10 days after delivery of the Landlord's estimate of any payment constituting Rent, postdated cheques in the amount of Rent for each month during that Fiscal Year.

(2) At the Landlord's request, the Tenant shall participate in a pre-authorized payment plan whereby the Landlord will be authorized to debit the Tenant's bank account each month or from time to time for Rent payable on a monthly basis, and any amount payable provisionally on an estimated basis. The Tenant hereby undertakes to execute and deliver such documents as may reasonably be required to give full force and effect to this Subsection 4.10(2) within 5 days of such request.

ARTICLE 5.00 - USE AND OCCUPATION

5.01 Use of Leased Premises - The Tenant shall use and occupy only the usable part of the Leased Premises and only for office purposes to carry on the business set out in Item 9 of the Term Sheet and shall not use or permit the Leased Premises or any part thereof to be used or occupied for any other purpose or business except as otherwise expressly permitted under this Lease or by any Person other than the Tenant. The Tenant shall be responsible for obtaining at its expense all necessary approvals, licences and permits, including but not limited to zoning, development, building, occupancy and business approvals, licences and permits, for its intended use of the Leased Premises and shall submit all applications for such approvals, licences and permits to the Landlord for its consent (which consent, if the application pertains to the zoning applicable to the Project or may adversely affect the value or use of the Project or any part thereof, may be arbitrarily withheld by the Landlord) prior to making application. Notwithstanding the Landlord's consent to an application, the Tenant shall indemnify and defend the Landlord and hold it harmless from and against any and all Claims incurred or suffered by the Landlord directly or indirectly arising out of the Tenant's application for, or failure to obtain, such approvals, licences or permits or the resulting approvals, licences and permits with respect to the use, intended or otherwise, of the Leased Premises whether such Claims are in respect of the Leased Premises or in respect of the Building or the Project. The Landlord makes no representation whether or not necessary approvals can be obtained for the Tenant's use or intended use. The Landlord makes no representation or warranty, express or implied, that the present or future use of the Leased Premises, if such use is anything other than office use, is legally fit for the intended use, or complies with any law, by-law or regulation governing the use of the Leased Premises.

5.02 Compliance with Laws - The Tenant shall promptly and at its own cost comply with all present and future laws, regulations and orders relating to, and obtain and maintain in force all approvals, permits, licences and registrations required for, any of the following:

- (a) the occupation or use of and the conduct of any business in or from the Leased Premises;
- (b) the condition of the Leasehold Improvements, fixtures, furniture and equipment installed therein;
- (c) Pollutants and the protection of the environment so far as those laws, regulations and orders or any of them relate to the Project; and
- (d) the making by the Tenant of any repairs, changes or improvements in or to the Project; Sunny Meadow Medical Centre

and the Tenant shall immediately give written notice to the Landlord of the occurrence of any event in the Leased Premises constituting an offence thereunder or being in breach thereof and if the Tenant shall, either alone or with others, cause the happening of any such event, the Tenant shall immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the foregoing provisions of this Section.

The Tenant agrees that if the Landlord determines in its sole discretion that the Landlord, its property, its reputation or the Leased Premises or any one or more of the foregoing is placed in any jeopardy, as determined by the Landlord, by the requirements for any work required to ensure compliance with the foregoing provisions of this Section 5.02, or the Tenant is unable to fulfil its obligations under this Section, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant.

The Tenant shall, at its own expense, remedy any damage to the Leased Premises caused by such event or work or by the performance of the Tenant's obligations under this Section.

If alterations or improvements to the Leasehold Improvements or to the Leased Premises are necessary to comply with any of the foregoing provisions of this Section or with the requirements of insurance carriers, the Tenant shall forthwith complete such work, complying always with the applicable provisions of this Lease, to the extent that it can be done within the Leased Premises and in any event shall pay the entire cost of alterations and improvements so required.

In the event that structural repairs or upgrading of the Building, including but not limited to seismic upgrading, is required to permit the Tenant's use, the Landlord may, at its sole discretion, terminate this Lease.

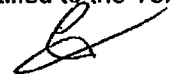
5.03 Prohibited Uses - The Tenant shall not commit, cause or permit any nuisance in or about or any damage to the Leased Premises or any part thereof, the Building, the Project or any of the Leasehold Improvements or goods or fixtures therein, any overloading of the floors of the Leased Premises or any use or manner of use causing annoyance to other tenants or occupants of the Project. Without limiting the generality of the foregoing, the Tenant shall not use or permit the use of any portion of the Leased Premises for any dangerous, illegal, noxious, odorous or offensive trade, business or occurrence. The Tenant shall keep the Leased Premises free of debris, Pollutants and anything of a dangerous, noxious, odorous or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or vibration, heat, odour or noise detectable outside the Leased Premises in the sole discretion of the Landlord. The Tenant shall not use equipment in the Leased Premises in a manner that results in its being seen or heard outside the Leased Premises.

5.04 Common Elements - The Tenant and its employees and invitees shall be entitled to use, in common with others entitled thereto, for purposes for which they are intended, subject to the provisions of this Lease, and only during such hours as the Landlord may designate from time to time, the Common Elements. The Tenant and its employees and invitees shall not obstruct the Common Elements or use the Common Elements other than for their intended purposes and then only in accordance with the rules and regulations set by the Landlord from time to time.

5.05 Hazardous Use - The Tenant shall not do, omit to do or permit to be done anything which will cause or may have the effect of causing the cost of the Landlord's insurance in respect of the Project or any part thereof to be increased at any time during the Term or any policy of insurance on or relating to the Project to be subject to cancellation. Without waiving or limiting the foregoing prohibition, the Landlord may demand and the Tenant shall pay to the Landlord upon demand, the amount of any increase in the cost of insurance caused by anything so done or omitted or permitted to be done. The Tenant shall forthwith upon the Landlord's request comply with the requirements of the Landlord's insurers, cease any activity complained of and make good any circumstance which has caused any increase in insurance premiums or the cancellation or threatened cancellation of any insurance policy. In determining the amount of increased premiums for which the Tenant is responsible, a schedule or statement issued by the Person who computes the insurance rates for the Landlord showing the components of the rate shall be conclusive evidence of the items that make up the rate. If any policy of insurance in respect of the Project or any part thereof is cancelled or becomes subject to cancellation by reason of anything so done or omitted or permitted to be done, the Landlord may without prior notice terminate this Lease and re-enter the Leased Premises.

5.06 Tenant's Security Interest - The Tenant shall not create a security interest in Leasehold Improvements installed in the Leased Premises by the Tenant, any prior tenant or the Landlord.

5.07 Rules and Regulations - The Tenant shall observe and cause its employees, servants, agents, invitees, customers, subtenants, licensees and others over whom the Tenant can reasonably be expected to exercise control to observe the rules and regulations attached as Schedule C hereto and such further and other reasonable rules and regulations and amendments and additions thereto as may be made by the Landlord and notified to the Tenant by mailing a copy thereof to the Tenant Sunny Meadow Medical Centre Page 9



or by posting same in a conspicuous place in the Building. All such rules and regulations now or hereafter in force shall be read as forming part of this Lease; provided that if there is a conflict between the rules and regulations and this Lease, the terms of this Lease shall prevail. The Landlord shall not be responsible to the Tenant for the non-observance of any rule or regulation or the terms of any lease or agreement to lease by any other tenant of the Project.

5.08 Permitted Signs - The Tenant shall use only such identification signs as are prescribed by the Landlord from time to time and as comply with all applicable by-laws, regulations and codes as to size, location, arrangement, type of lettering, colour, appearance and design for uniform use by office tenants in the Building. Such signs shall contain only the name under which the Tenant carries on business.

5.09 Prohibited Signs - Except with the prior written consent of the Landlord, which consent may be arbitrarily withheld or rescinded in the Landlord's sole discretion, or as provided in Section 5.08, the Tenant shall not paint, display, inscribe, place or affix any sign, symbol, notice, advertisement, display or direction of any kind anywhere outside the Leased Premises or on the interior of any glass, windows or doors or elsewhere within the Leased Premises so as to be visible from the outside of the Leased Premises.

5.10 Window Coverings - Without the prior written consent of the Landlord, the Tenant shall not install any blinds, drapes, curtains or any other window coverings in the Leased Premises and shall not remove, add to or change the blinds, drapes, curtains or other window coverings installed by the Landlord from time to time. The Tenant shall keep all window coverings open or closed at various times as the Landlord may from time to time direct by the rules and regulations or otherwise.

5.11 Parking - Any Parking Facilities provided by the Landlord shall at all times be subject to the exclusive control and management of the Landlord or those whom the Landlord may designate from time to time. The Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to any Parking Facilities and shall have the right from time to time:

- (a) to expand, reduce, or change the area, level, location and arrangement of the Parking Facilities and to construct any Parking Facilities;
- (b) to enforce parking charges with appropriate provisions for free parking ticket validating by tenants of the Building;
- (c) to temporarily close all or any portion of the Parking Facilities to such extent as may, in the Landlord's opinion, be legally sufficient to prevent a dedication thereof or the accrual of rights to any Person or the public;
- (d) to temporarily obstruct or close off all or any part of the Parking Facilities for the purpose of maintenance or repair; and
- (e) to do and perform such other acts in and to the Parking Facilities as, in the judgment of the Landlord, shall be advisable with a view to the improvement of the convenience of and use of the Building by tenants, their employees and invitees.

The Landlord will operate and maintain the Parking Facilities in such manner as the Landlord in its sole discretion shall determine from time to time. Without limiting the scope of such discretion, the Landlord shall have the sole right to employ all personnel and make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Parking Facilities. The Tenant shall participate in any free parking or other ticket validation system established by the Landlord and abide by all rules and regulations pertaining thereto and the Tenant shall pay to the Landlord monthly, together with payments on account of Basic Rent, all parking charges attributable to the Tenant as evidenced by parking tickets validated by the Tenant in accordance with any system established by the Landlord.

5.12 Authorization of Enquiries - The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or municipality or governmental or municipal agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to the Tenant or the business conducted in the Leased Premises including, without limitation, laws and regulations pertaining to Pollutants and the protection of the environment; and the Tenant covenants and agrees that the Tenant shall from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information.

5.13 Records - The Tenant shall keep on the Leased Premises or at the Tenant's head office complete records, as required by Environmental Laws, of all goods stored on, or processed, manufactured, packaged or used in any process in the Leased Premises by the Tenant and by any other occupant of the Leased Premises or any part thereof. The Landlord may examine such records and the Tenant shall provide extracts from or copies thereof all as required by the Landlord.



from time to time. This requirement to maintain such records shall survive the expiry or earlier termination of the Term for the length of time required by Environmental Laws.

5.14 Overloading - The Tenant shall not install or permit the installation of equipment or storage of items that, in the opinion of the Landlord's engineer, overloads the capacity of any utility or of any electrical or mechanical facility in the Project or which may exceed the load-bearing capacity of the floors of the Project. If damage is caused to the Leased Premises or to the Project as a result of any installation in contravention of this Section, the Tenant shall repair the damage or, at the Landlord's option, pay to the Landlord on demand the cost of repairing the damage incurred by the Landlord.

5.15 Telecommunications

(1) The Tenant ^{TO} may utilize a telecommunication service provider, ~~of its choice with the Landlord's prior written consent, which consent shall not be unreasonably withheld, subject to the provisions of this Lease, including but not limited to the following:~~ *APPROVED BY THE LANDLORD*

(a) prior to commencing any work in the Project, the service provider shall execute and deliver the Landlord's standard form of licence agreement, which shall include a provision for the Landlord to receive compensation for the use of the space for the service provider's equipment and materials;

(b) the Landlord shall incur no expense or liability whatsoever with respect to any aspect of the provision of telecommunication services, including without limitation, the cost of installation, service, materials, repairs, maintenance, removal, interruption or loss of telecommunication service;

(c) the Landlord must first reasonably determine that there is sufficient space in the risers of the Building for the installation of the service provider's wiring and cross connect; and

(d) the Tenant shall indemnify and hold harmless the Landlord for all losses, claims, demands, expenses and judgments against the Landlord caused by or arising out of, either directly or indirectly, any acts or omissions by the service provider or the Tenant or those for whom either of them is responsible in law.

(2) The Tenant shall be responsible for the costs associated with the supply and installation of telephone, computer and other communication equipment and systems and related wiring within the Leased Premises to the boundary of the Leased Premises for hook up or other integration with telephone and other communication equipment and systems of a telephone or other communication service provider, which equipment and systems of the service provider are located or are to be located in the Building pursuant to the Landlord's standard form of licence agreement and, subject to the provisions of Section 14.01, for the removal of same.

(3) The Landlord shall supply space in risers in the Building and space on floor(s) of the Building in which the Leased Premises are located, the location of which shall be designated by the Landlord in its discretion, to telecommunication service providers who have entered into the Landlord's standard form of licence agreement for the purpose, without any cost or expense to the Landlord therefor, of permitting installation in such risers and on such floor(s) of telephone and other communication services and systems (including data cable patch panels) to the Leased Premises at a point designated by the Landlord.

(4) The Landlord shall have the right to assume control of wiring, cables and other telecommunication equipment in the Building and may designate them as part of the Common Elements.

(5) The Tenant will not install or use any telecommunication equipment (including, without limitation, any wireless equipment, antennae or related equipment) that creates a health hazard or that interferes with the operating systems of the Building or the telecommunication equipment of the Landlord or other occupants of the Building.

(6) No antennae or wireless equipment will be installed in the Leased Premises or (except so called "cell phones", pagers, personal data assistants ("PDAs") or similar devices typically used by occupants of office premises) used on the Leased Premises without the Landlord's prior written consent. Should any such equipment be permitted:

(a) the Tenant will be required to cooperate fully with the Landlord and others if any spectrum management requirements or programs are put in place to ensure that radio frequencies, channels and unlicensed portions of the radio frequency spectrum operate harmoniously within the Building and do not cause any interference with telecommunications or systems outside of the Building;

Sunny Meadow Medical Centre



(b) the Tenant may be required to pay an equitable share, determined by the Landlord, of the costs incurred by the Landlord for spectrum management, as well as costs of monitoring, inspecting, investigating, and obtaining reports relating to wireless equipment usage; and

(c) the Tenant will abide by any recommendations made by the Landlord's Consultants relating to spectrum management and the mitigation of interference, security and reception issues.

(7) The Tenant acknowledges that the Landlord makes no representation concerning, and assumes no responsibility for, any telecommunications or telecommunications equipment of the Tenant or for managing, controlling or protecting telecommunications of the Tenant. The Tenant is fully responsible for satisfying itself concerning all aspects of the Building, its operations and those of its occupants having regard to telecommunication matters and related equipment and will indemnify the Landlord against all Claims relating to disruption that are made by third parties with whom the Tenant or occupants of the Leased Premises communicate via telecommunications.

(8) The Tenant shall not resell telecommunication services (wireless or otherwise) using equipment situated on the Leased Premises or in the Building.

(9) The Tenant will not permit any personnel employed by it or any occupant of the Leased Premises to engage in so called "hacking" or other unauthorized use of telecommunication or wireless facilities in, adjacent to or serving the Building or any of its occupants.

5.16 Health Emergency - If the Landlord, acting in good faith, determines that a Health Emergency exists:

(a) The Landlord may: (i) amend, supplement or otherwise enforce any existing health emergency rules or regulations in existence; (ii) pass additional rules and regulations; and (iii) impose restrictions to mitigate or minimize the effects of a Health Emergency by controlling access to parts of the Building, imposing sanitization requirements (including, without limiting the generality of the foregoing, requiring the Tenant to decontaminate all or any part of the Leased Premises) and implementing health precautions consistent with advice from any authority having jurisdiction including, without limitation, medical experts or public health officials.

(b) The Landlord will not be considered to be in default under this Lease by reason of: (i) anything it does pursuant to Subsection 5.16(a); and (ii) any decision it makes in good faith in response to a Health Emergency; and will not be liable in contract, tort or any other basis of liability, statutory or otherwise, by reason of any action, omission or failure to act in connection with or as a result of a Health Emergency.

(c) If the Landlord, due to a Health Emergency, acting in good faith, determines that it needs to suspend, reduce or restrict Services in whole or in part including, but not limited to, janitorial services to the Leased Premises or the Building, it will not be considered to be in default under this Lease.

ARTICLE 6.00 SERVICES, MAINTENANCE, REPAIR AND ALTERATIONS BY LANDLORD

6.01 Operation of Project - During the Term, and so long as no Event of Default shall exist, and so long as no event shall occur which, with the passage of time or the giving of notice or both, would constitute an Event of Default, the Landlord shall operate and maintain the Project in accordance with applicable laws and regulations and with standards from time to time prevailing for similar projects in the area in which the Project is located and, subject to payment by the Tenant of Rent, shall provide the Services set out in this Article 6.00; provided that the Landlord shall not be responsible for operating, maintaining, repairing or replacing any systems, facilities or equipment to the extent that the operation, maintenance, repair or replacement thereof are specifically stated in this Lease to be the responsibility of the Tenant.

6.02 Building Services and Facilities - The Landlord shall provide:

(a) washrooms accessible to the Leased Premises for the use of the Tenant, its employees and invitees in common with other persons entitled thereto;

(b) domestic running water to the building standard washrooms in the Leased Premises, if any, and to washrooms available for the Tenant's use in common with others entitled thereto;

(c) access to and egress from the Leased Premises for use by the Tenant, its employees and invitees in common with other persons entitled thereto, provided that the Landlord may restrict access for security purposes or require that all persons seeking access produce identification; Sunny Meadow Medical Centre



(d) heating, ventilation and air conditioning to the Building, including the Leased Premises, to a level sufficient to maintain therein conditions of reasonable temperature and comfort provided that, unless otherwise agreed by the parties, a full standard of interior climate control shall only be maintained during those hours and on those days established from time to time by the Landlord as being operating periods for the Building, having reasonable regard to energy conservation;

(e) lighting and electrical power to the Common Elements as reasonably required;

(f) electrical power to the Leased Premises for lighting and for standard office equipment capable of operating from the voltage circuits available and then standard for the Building;

(g) janitorial services to the Leased Premises and Common Elements to a standard consistent from time to time with similar buildings in the area in which the Building is located;

(h) a directory board located in the Common Elements providing identification of the tenants in the Building in such manner and containing such information as the Landlord may determine; and

(i) subject to Section 5.15, appropriate ducts for bringing telephone services to the Leased Premises.

6.03 Maintenance, Repair and Replacement - Subject to the provisions of Article 10.00 and payment by the Tenant of Rent, the Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Project and for provision of the Landlord's Services set out in Section 6.02 (except as may be installed by or be the property of the Tenant) and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which the Landlord is obligated to insure against under Article 9.00, provided that:

(a) if and so long as all or part of the systems, facilities and equipment in the Project or the supply of utilities to the Project are destroyed, damaged or interrupted, the Landlord shall have a reasonable time within which to complete any necessary repair or replacement and, during that time, shall only be required to maintain such Services as are reasonably possible in the circumstances;

(b) the Landlord may temporarily discontinue such Services or any of them at such times as may reasonably be necessary;

(c) the Landlord shall use reasonable diligence in carrying out its obligations under this Section 6.03, but shall not be liable under any circumstances for any consequential damages, whether direct or indirect, to any Person or property resulting from any failure to do so;

(d) no reduction or discontinuance of Services under this Section 6.03 shall be construed as a breach of the Landlord's covenant for quiet enjoyment or as an eviction of the Tenant or, except as specifically provided otherwise in this Lease, release the Tenant from any obligation under this Lease;

(e) the Landlord shall not be liable under any circumstances for any damage caused by interruption or failure of any satellite, telecommunications system, utility, wiring, elevator or escalator;

(f) the Landlord shall have no responsibility for any inadequacy of performance of any systems within the Leased Premises if the Leased Premises or the use thereof depart from the design criteria for such systems as established by the Landlord for the Building or if the Tenant or its employees or invitees overrides or interferes with such systems; and

(g) nothing contained herein shall derogate from the provisions of Article 10.00.

6.04 Alterations / Renovations by Landlord - During the Term or any renewal or extension thereof, it is understood and agreed that, if the Landlord intends to make changes, additions or improvements to or renovate the Project or any part thereof, of which the Leased Premises form a part (the "Renovation Work"), notwithstanding anything contained in this Lease to the contrary, the Landlord, its servants, agents, contractors and representatives may proceed with the Renovation Work without further consent or approval of the Tenant and the Tenant hereby irrevocably grants to the Landlord its consent to the carrying out of the Renovation Work; provided that the Landlord shall use commercially reasonable efforts to ensure that the Renovation Work does not materially interfere with or adversely affect the business of the Tenant carried on in the Leased Premises during normal business hours for the Building. It is specifically understood and agreed that there shall be no compensation paid to the Tenant nor shall there be any abatement of Rent in connection with the Renovation Work. In exercising its rights pursuant to this Section 6.04, the Landlord shall be entitled to Sunny Meadow Medical Centre



(a) enter the Leased Premises from time to time to make changes or additions to the structure, systems, facilities and equipment in the Leased Premises where necessary to serve the Leased Premises or other parts of the Building;

(b) limit from time to time as may be necessary by reason of the Renovation Work, ingress to and egress from the Leased Premises and/or the Project;

(c) change, add to, diminish, demolish, dedicate for public purposes part or parts of, improve or alter any part of the Project not in or forming part of the Leased Premises; and

(d) change, add to, diminish, improve or alter the location and extent of the Common Elements.

The Landlord agrees to use commercially reasonable efforts to give to the Tenant written or verbal notice of its intention to proceed with the Renovation Work and the Tenant shall cooperate with the Landlord in order to allow the Renovation Work to be completed as expeditiously as possible. It is specifically agreed by the Landlord and the Tenant that the Landlord shall not, by reason of exercising its rights pursuant to this Section 6.04, be in default or be deemed to be in default of any covenant or proviso contained in this Lease or at law.

6.05 Access by Landlord - The Tenant shall permit the Landlord to enter the Leased Premises at any time in case of an emergency or a health related issue, either real or perceived, and otherwise during normal business hours where such entry will not unreasonably disturb or interfere with the Tenant's use of the Leased Premises or operation of its business, to: (i) examine, inspect and show the Leased Premises for purposes of leasing, sale or financing; (ii) provide Services or make repairs, replacements, changes or alterations as provided for in this Lease; or (iii) take such steps as the Landlord may deem necessary for the safety, improvement or preservation of the Leased Premises or the Project or the occupants thereof. In the event that emergency repairs or maintenance, which would otherwise be the responsibility of the Tenant, are required, the Landlord's costs and expenses incurred with respect thereto together with a reasonable administration fee shall be paid to the Landlord by the Tenant from time to time promptly upon receipt of invoices from the Landlord. The Tenant shall cooperate with the Landlord in any such entry by the Landlord into the Leased Premises. The Landlord shall, whenever possible, consult with or give reasonable written or verbal notice to the Tenant prior to entry but no such entry shall constitute an eviction or a breach of the Landlord's covenant for quiet enjoyment or entitle the Tenant to any abatement of Rent.

6.06 Energy Conservation - The Landlord shall be deemed to have observed and performed its obligations under this Lease, including those relating to the provision of utilities and Services, if in so doing it acts in accordance with a directive, policy or request of an authority having jurisdiction in the field of energy conservation, security or environmental matters.

6.07 Supervision and Extended Services - The Landlord, if it shall from time to time so elect, shall have the right to supervise the moving of furniture or equipment of the Tenant and (in addition to supervising the Tenant's work as provided for in this Lease) to supervise the making of repairs conducted within the Leased Premises and the exclusive right to supervise or make deliveries to the Leased Premises. In addition, and by arrangement with the Tenant, the Landlord may provide extended cleaning or other services to the Tenant in addition to those normally supplied and referred to in this Lease. In each case, the Landlord's costs and expenses incurred with respect thereto together with a reasonable administration fee shall be paid to the Landlord by the Tenant from time to time promptly upon receipt of invoices from the Landlord.

6.08 Landlord's Work - The Tenant agrees that it has entered into this Lease on the express understanding that, unless otherwise specifically provided in Schedule D or Schedule E, the Leased Premises are being leased "as is" and that the Landlord's work in respect of the Leased Premises is limited to the scope delineated as Landlord's work in Schedule D. All other improvements to the Leased Premises shall be performed at the sole expense of the Tenant in accordance with the terms of this Lease including, but not limited to, Section 7.04.

6.09 Control by Landlord - The Tenant agrees that the Landlord shall have control of the Project and, without limiting the generality of anything contained elsewhere in this Lease, the Landlord may make such use of the Common Elements and permit others to make such use of the Common Elements as the Landlord may from time to time determine subject, in the case of use by others, to such terms and conditions and for such consideration as the Landlord may in its discretion determine, provided that such uses do not materially obstruct access to the Leased Premises and the Landlord may temporarily close all or any part or parts of the Project to such extent as may, in the opinion of the Landlord or any Consultants engaged by the Landlord in that regard, be legally sufficient to prevent a dedication thereof or the accrual of rights therein to any Person or the public. Sunny Meadow Medical Centre



ARTICLE 7.00 - PAYMENT FOR SERVICES AND MAINTENANCE, REPAIR AND ALTERATIONS BY TENANT

7.01 Utilities - In addition to the payment of the Tenant's Occupancy Costs and notwithstanding Sections 6.01 and 6.02, the Tenant shall be responsible for the cost of all utilities including electricity supplied to the Leased Premises. The Tenant shall not, without the prior written approval of the Landlord, which may be arbitrarily withheld, install or cause to be installed in the Leased Premises any equipment that will require additional utility usage or special venting or any telecommunications lines and/or conduits in excess of that normally required for office premises, as determined by the Landlord. If, with the Landlord's prior written approval, after having determined that the installation of such equipment: (i) is within the capacity of the Building's systems; (ii) would not affect the operation, aesthetics or structure of the Building; (iii) would not reduce the efficiency of the existing services supplied to other tenants or parts of the Building; and (iv) is otherwise feasible, such additional equipment is installed, the Tenant shall be solely responsible for all recurring and non-recurring costs of installing and operating such equipment including, without limitation, any excess utility usage.

If utilities are supplied to the Tenant through a meter common to other tenants in the Project (there being no obligation on the Landlord to install separate meters), the Landlord shall pay the cost of the utilities and apportion the cost *pro rata* among the tenants supplied through the common meter, based on all relevant factors including, but not limited to, the hours of use, number and types of lights and electrical equipment and the proportion of each tenant's Rentable Area to the Rentable Area of all tenants to which the common meter relates. Upon receipt of the Landlord's statement of apportionment, the Tenant shall promptly reimburse the Landlord for all amounts apportioned to the Tenant by the Landlord; provided that the Landlord may elect by notice to the Tenant to estimate the amount which will be apportioned to the Tenant and require the Tenant to pay that amount in monthly instalments in advance simultaneously with the Tenant's payments of Basic Rent. Notwithstanding the foregoing, and whether the Leased Premises are separately metered or not, the Landlord may purchase in bulk from the utility supplier the aggregate utility requirements of the Project at the applicable rates determined by a single meter on the Project and may, in billing the Tenant for its share of such utility, apply a scale of rates not greater than the current scale of rates at which the Tenant would from time to time be purchasing the whole of its utilities required and consumed in respect of the Leased Premises if the Tenant were purchasing directly from the utility supplier. The Tenant shall upon the Landlord's request install a separate utility meter or meters in the Leased Premises at the Tenant's expense.

In addition to the payments to the Landlord required by this Article 7.00, the Tenant shall pay all rates, charges, costs and expenses as may be assessed or levied by any supplier of utilities to the Tenant other than those supplied by the Landlord.

7.02 Lights - In addition to the payment of the Tenant's Occupancy Costs and notwithstanding Sections 6.01 and 6.02, except to the extent the same is included in Operating Costs, the Tenant shall pay to the Landlord monthly in advance, with its payments of Basic Rent, a reasonable amount as determined by the Landlord in respect of replacement of building standard fluorescent tubes, light bulbs and ballasts in the Leased Premises on a periodic basis or as required from time to time and the costs of cleaning, maintaining and servicing of the electrical light fixtures in the Leased Premises.

7.03 Heating, Ventilation and Air Conditioning - In addition to the payment of the Tenant's Occupancy Costs and notwithstanding Sections 6.01 and 6.02, the Tenant shall be responsible for the cost of all heating, ventilation and air conditioning required in the Leased Premises or any part thereof in excess of that required to be provided by the Landlord under Section 6.02(d). If at any time during the Term the Landlord shall determine that the cost of the heating, ventilation and air conditioning required in the Leased Premises or any part thereof is in excess of that normally required in other parts of the Building which are used for normal office purposes, the Landlord may deliver to the Tenant a statement in writing setting out the cost of the excess together with a reasonable administration fee and upon receipt of the statement from time to time the Tenant shall promptly reimburse the Landlord for the amount shown in the statement as attributable to the Leased Premises.

7.04 Alterations by Tenant - The Tenant may from time to time at its own expense make changes, additions and improvements to the Leased Premises to better adapt the same to its business, provided that any change, addition or improvement shall:

(a) comply with the requirements of the Landlord's insurers and any governmental or municipal authority having jurisdiction;

(b) be made only if, prior to preparation of any plans and specifications and prior to commencement of any work: (i) in the Leased Premises, including, without limiting the generality of the foregoing, any demolition, construction or alterations, the Tenant has determined through testing at its own cost and expense what Pollutants, if any, are present in the Leased Premises; or (ii) in any area above any dropped ceiling in the Leased Premises or in any area outside of the Leased Premises, the Tenant has notified the Sunny Meadow Medical Centre



Landlord in writing and takes such measures in carrying out such work as are required by the Landlord and, in either event, if the Tenant fails to do so, the Tenant acknowledges and agrees that it shall indemnify and hold harmless the Landlord from and against any and all Claims growing or arising out of the Tenant's failure to do so;

(c) be made only after detailed plans and specifications therefor, including a waste management plan and, where practicable, a plan for recycling of construction materials, have been submitted to the Landlord and received the prior written approval of the Landlord, all at the expense of the Tenant, and should the Landlord provide its written approval, such approval shall not be deemed to mean that the proposed changes, additions or improvements comply with any existing or future municipal by-laws or any other applicable laws, by-laws, codes or requirements. All costs incurred with respect to such approval shall be at the expense of the Tenant. Any changes, additions and/or improvements affecting the Building's electrical, mechanical and/or structural components shall only be performed by contractors selected by the Landlord (the "Landlord's Contractors"). A list of the Landlord's Contractors is available upon request;

(d) equal or exceed the then current standard for the Building;

(e) be carried out in a good and workmanlike manner and, subject to Subsection 7.04(c), only by Persons selected by the Tenant and approved in writing by the Landlord who shall, if required by the Landlord, deliver to the Landlord before commencement of the work, materials, performance and payment bonds as well as proof of workers' compensation, construction (including builder's risk insurance and errors and omission insurance covering the contractor, if any, general contractor, if any, and all architects and engineers) and public liability and property damage insurance coverage, with the Landlord and the Landlord's Agent named as additional insureds, in amounts, with companies and in a form reasonably satisfactory to the Landlord, which shall remain in effect during the entire period in which the work will be carried out; and

(f) be made only after the Tenant has provided to the Landlord evidence of all requisite permits and licences and any other information reasonably required by the Landlord.

Upon completion of such change, addition or improvement, the Tenant shall provide to the Landlord as-built drawings and/or a CAD disk of same in a format useable by the Landlord, together with evidence satisfactory to the Landlord of a final inspection of such change, addition or improvement (including inspection of mechanical and electrical systems where applicable) by the authority which issued the permit or licence for same.

7.05 Tenant's Trade Fixtures and Personal Property - The Tenant may install in the Leased Premises its usual trade fixtures and personal property in a proper manner; provided that no installation or repair shall interfere with or damage the mechanical or electrical systems or the structure of the Building. If the Tenant is not then in default hereunder, the trade fixtures and personal property installed in the Leased Premises by the Tenant may be removed by the Tenant from time to time in the ordinary course of the Tenant's business or in the course of reconstruction, renovation or alteration of the Leased Premises by the Tenant, subject to the provisions of Article 14.00, and provided that the Tenant promptly repairs at its own expense any damage to the Leased Premises and the Building resulting from the installation and removal and provided further that in the event of removal of trade fixtures, except at the expiration of the Term, the Tenant shall promptly replace such trade fixtures with trade fixtures of equal or greater quality and value, subject to the provisions of Section 14.01. The Tenant may not alter or remove any Leasehold Improvements, whether installed by the Landlord or by or on behalf of the Tenant, at any time during the Term or any renewal or extension thereof without the Landlord's prior written consent.

7.06 Maintenance and Repair - Except to the extent that the Landlord is specifically responsible therefor under this Lease, the Tenant, at its cost, shall maintain and repair the Leased Premises and maintain, repair and replace all Leasehold Improvements and all apparatus therein in good order and condition, and in compliance with the requirements of all authorities having jurisdiction, including without limitation:

(a) keeping the Leased Premises and the immediate surrounding area in a clean and tidy condition and free of debris and garbage;

(b) repainting and redecorating the Leased Premises and cleaning and maintaining window coverings and carpets at reasonable intervals as reasonably required by the Landlord;

(c) subject to the provisions of Section 7.05, making repairs and replacements as needed to the Leased Premises including, without limitation, to internal and external glass within or on the exterior of the Leased Premises (with the exception of glass comprising the curtain wall), doors, hardware, partitions, walls, fixtures, lighting and plumbing fixtures, wiring, piping, ceilings, floors and thresholds in the Leased Premises; and Sunny Meadow Medical Centre

(d) keeping the Leased Premises in such condition as to comply with the requirements of any authority having jurisdiction.

7.07 Inspection - The Landlord and its Consultants may from time to time enter upon the Leased Premises:

(a) to inspect the Leased Premises and its condition; and

(b) to inspect any work being done by the Tenant both during the course of such work and following completion thereof.

If the Landlord or the Landlord's Agent shall determine that the work being done by the Tenant is in breach of this Lease or fails to comply with the requirements of this Lease in any respect, the Tenant shall forthwith remedy such breach or failure to comply and shall desist from continuing the same. The Tenant shall, at its own cost, make good any deficiency in such work and remedy any failure to comply with the requirements of this Lease.

7.08 Failure to Maintain - If the Tenant fails to perform any obligation under this Article 7.00, then on not less than 5 days' notice to the Tenant, the Landlord may enter the Leased Premises and perform the obligation without liability to the Tenant for any loss or damage thereby incurred. The Tenant shall promptly after receiving the Landlord's invoice therefor reimburse the Landlord for all costs incurred by the Landlord in performing the obligation plus 20% of the costs for overhead and supervision.

7.09 Liens - The Tenant shall:

(a) pay promptly when due all costs for work done or caused to be done or goods affixed by the Tenant in the Leased Premises which could result in any lien or encumbrance on the Landlord's interest in the Project or any part thereof, or the filing or registration of any security interest or notice thereof;

(b) keep the title to the Project, including every part thereof and the Leasehold Improvements, free and clear of any lien, encumbrance or security interest or notice thereof; and

(c) indemnify and hold harmless the Landlord against any Claims arising out of the supply of goods, materials, services or labour for the work.

The Tenant shall immediately notify the Landlord of any lien, encumbrance, claim of lien, security interest, or notice thereof or other action of which it has, or reasonably should have, knowledge and which affects the title to the Project or any part thereof and shall cause the same to be removed within 5 Business Days (or such additional time as the Landlord may consent to in writing), failing which the Landlord may take such action as the Landlord deems necessary to remove same and the entire cost thereof shall immediately become due and payable by the Tenant to the Landlord. The Tenant shall not affix or cause to be affixed to the Project any goods acquired under conditional sale or with respect to which any lien, encumbrance or security interest exists. The Landlord may from time to time post such notices in such places on the Leased Premises as the Landlord considers advisable to prevent or limit the creation of any liens upon the Project or any part thereof.

7.10 Roof - The Tenant shall not be entitled to install upon the roof of the Building any equipment except as consented to in writing by the Landlord, which consent may be arbitrarily withheld, but if given shall be subject to whatever conditions the Landlord, in its sole discretion, deems necessary in the circumstances.

ARTICLE 8.00 - TAXES

8.01 Taxes Payable by Landlord - The Landlord covenants and agrees to pay all Taxes assessed against the Landlord or the Project on account of its ownership when due (except for Business Taxes payable directly to the taxing authority by the Tenant under Subsection 8.02(b) and similar taxes levied or assessed separately from Taxes and payable directly to the taxing authority by other tenants or occupants of the Project) and subject to the provisions hereinafter contained in this Article 8.00. Provided however, that the Landlord may defer payment of any such Taxes or defer compliance with any statute, law, by-law, regulation or ordinance in connection with the levy of such Taxes in each case to the fullest extent permitted by law as long as it shall diligently prosecute any contest or appeal of such Taxes.

8.02 Taxes Payable by Tenant - The Tenant shall pay promptly when due all Taxes upon or on account of the following:

(a) to the Landlord, the Tenant's Proportionate Share of Taxes; and Sunny Meadow Medical Centre



(b) to the taxing authority or to the Landlord at the Landlord's direction, any Taxes imposed or assessed against or in respect of the personal property and Leasehold Improvements of the Tenant in the Leased Premises or in respect of any business operations carried on or in respect of the use or occupancy thereof by the Tenant or by any subtenant or licensee, if levied or assessed separately from Taxes upon the remainder of the Land and Building and referred to herein as "Business Taxes".

The Tenant agrees to provide to the Landlord within 3 days of receipt thereof, an original or duplicate copy of any separate bill for Taxes. The Tenant shall deliver promptly, upon request of the Landlord, receipts for all such payments and will furnish such other information as the Landlord may require.

8.03 Tax Increases Attributable to Tenant - If any Taxes in respect of the Leased Premises or Project are greater than they otherwise would have been by reason of the constitution or ownership of the Tenant, the use of the Leased Premises by the Tenant, the school support of the Tenant or any other reason peculiar to the Tenant, the portion of such Taxes in each year attributable to such reason, as determined by the Landlord, shall be paid by the Tenant to the Landlord at least 15 days prior to the due date for payment thereof by the Landlord, and in addition to Property Taxes and other Taxes otherwise payable by the Tenant under this Lease.

8.04 Sales Taxes - The Tenant shall pay to the Landlord the amount of all Sales Taxes accruing due with respect to Rent at the time the Rent is due and payable to the Landlord under this Lease. The Tenant's obligation to pay Sales Taxes under this Section shall not be limited or precluded by any limitation contained in this Lease upon the Landlord's right to recover or receive payment from the Tenant of taxes upon the Landlord's income or profits or otherwise.

8.05 Landlord's Election - Notwithstanding that any Taxes (including without limitation, any of the foregoing payable by the Tenant under Subsection 8.02(a)) may be separately imposed, levied, assessed or charged by the appropriate authority for or in respect of the Leased Premises and other portions of the Project, the Tenant shall nevertheless be obligated to pay the Tenant's Proportionate Share of Taxes as part of the Tenant's Occupancy Costs. Notwithstanding the foregoing, the Tenant's Proportionate Share of Taxes so determined may be adjusted by the Landlord, acting reasonably and equitably to the extent necessary, to ensure that the Tenant's Proportionate Share of Taxes is the same as it would have been following application of any special provision of real property tax related legislation applicable to this Lease.

8.06 Right to Contest - Each of the Landlord and the Tenant (provided the Tenant is legally entitled to do so) shall have the right to contest in good faith the validity or amount of any Taxes which, in the case of the Landlord, the Landlord is responsible to pay under this Article 8.00 and which, in the case of the Tenant, the Tenant is responsible to pay under Subsection 8.02(b) and for which it is separately assessed. Notwithstanding anything to the contrary herein, the Tenant may, upon prior written notice to the Landlord, defer payment of any amount payable by it pursuant to Subsection 8.02(b) for which it is separately assessed, to the extent permitted by law; provided that no contest by the Tenant shall involve the possibility of forfeiture, sale or disturbance of the Landlord's interest in the Leased Premises or the imposition of any penalty or interest, charge or lien and that, upon the final determination of any contest by the Tenant, the Tenant shall immediately pay and satisfy the amount found to be due, together with any costs, penalties and interest. If, as a result of any contest by the Tenant, any tax, rate, levy, assessment, fee or other charge is increased, the Tenant shall be responsible for the full amount of such increase in respect of the period to which the contest relates and to any subsequent tax periods which commence during the Term.

The Tenant shall not contest any amount payable by it under Subsection 8.02(a) but may contest any amount payable by it under Subsection 8.02(b) or appeal any assessment therefor subject to complying with the following:

- (a) the Tenant shall deliver to the Landlord any notices of appeal or other like instrument and obtain the Landlord's consent thereto, which consent shall not be unreasonably withheld, before filing the same;
- (b) the Tenant shall deliver whatever security the Landlord reasonably requires;
- (c) the Tenant shall promptly and diligently prosecute the contest or appeal at its sole expense; and
- (d) the Tenant shall keep the Landlord fully informed thereof.

ARTICLE 9.00 - INSURANCE, LIABILITY AND ENVIRONMENTAL

9.01 Landlord's Insurance - During the Term, the Landlord shall place insurance coverage on and with respect to the Project excluding the area(s) to be insured by the Tenant as set out in Section 9.02, which coverage shall include the following, if available at reasonable cost in the opinion of the Landlord: Sunny Meadow Medical Centre



- (a) all risks insurance for the full reconstruction value of the Project, excluding Leasehold Improvements and any other property that is the responsibility of the Tenant or any other tenant or occupant of the Project to insure, as determined by the Landlord;
- (b) as an extension to the insurance maintained pursuant to Subsection 9.01(a), insurance on the rental income derived by the Landlord from the Project on a gross rental income form with a period of indemnity of not less than the period as estimated by the Landlord from time to time which would be required to rebuild and, if necessary, to re-tenant the Project in the event of the complete destruction thereof;
- (c) boiler and machinery insurance, including repair or replacement and rental income coverage, if applicable;
- (d) plate glass insurance (not including plate glass fronting or within the Leased Premises) if deemed appropriate by the Landlord;
- (e) commercial general liability insurance; and
- (f) such other insurance which is or may become customary or reasonable for owners of projects similar to the Project to carry in respect of loss of, or damage to, the Project or liability arising therefrom.

The insurance referred to in this Section shall be carried in amounts determined reasonably by the Landlord. The insurance shall be written in the name of the Landlord with loss payable to the Landlord and to any mortgagee (including any trustee under a deed of trust and mortgage) of the Project from time to time. The policies of insurance referred to in Subsections 9.01(a), (b), (c), (d) and (e) shall contain a waiver of the insurer's right of subrogation as against the Tenant. The Landlord hereby waives its right of recovery against the Tenant, its employees and those for whom the Tenant is in law responsible with respect to all Claims required to be insured against by the Landlord hereunder.

Notwithstanding any contribution by the Tenant to insurance premiums as provided for in this Lease, no insurable interest is conferred upon the Tenant under policies carried by the Landlord. Except as specifically provided in this Lease, the Landlord shall in no way be accountable to the Tenant regarding the use of the insurance proceeds arising from any Claims.

9.02 Tenant's Insurance - At its own expense the Tenant shall take out and thereafter maintain in force at all times during the Term and at all times when the Tenant is in possession of the Leased Premises insurance policies as follows:

- (a) all risks insurance on Leasehold Improvements and on all other property of every description, nature and kind owned by the Tenant or for which the Tenant is legally liable, which is installed, located or situated within the Leased Premises or elsewhere in the Project, including without limitation, all inventory or stock-in-trade in an amount not less than the full replacement cost thereof without deduction for depreciation; such insurance shall be subject to a replacement cost endorsement and shall include a stated amount co-insurance clause and a breach of conditions clause;
- (b) commercial general liability insurance to respond to any and all incidents occurring in the Leased Premises in the minimum amount of \$5,000,000.00 per occurrence including the following extensions: owners and contractors protective; limited pollution coverage endorsement; products and completed operations; personal injury; tenant's legal liability insurance for the full replacement cost of the Leasehold Improvements; occurrence basis property damage; blanket contractual and non-owned automobile liability; such insurance shall include cross liability and severability of interest clauses;
- (c) boiler and machinery or equipment breakdown insurance, including repair or replacement endorsement, in an amount satisfactory to the Landlord and providing coverage with respect to all objects introduced into the Leased Premises by or on behalf of the Tenant or otherwise constituting Leasehold Improvements;
- (d) plate glass insurance on all internal and external glass within or fronting the Leased Premises; however, notwithstanding the foregoing, the Tenant may elect to self-insure for the insurance described in this Subsection 9.02(d);
- (e) business interruption insurance on the profit form providing all risks coverage with a period of indemnity of not less than 12 months; and
- (f) any other form of insurance in such amounts and against such risks as the Landlord may from time to time reasonably require.

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The Tenant acknowledges and agrees that it shall be solely responsible for insuring the Leasehold Improvements, its equipment and stock and any other property owned or brought into the Leased Premises by the Tenant whether affixed to the Building or not.

The insurance policies referred to in this Section shall be subject to such higher limits as the Tenant, or the Landlord acting reasonably, or any mortgagee of the Landlord's interest in the Project may require from time to time. The insurance policies referred to in Subsections 9.02(a) and (b) shall include the Landlord and the Landlord's Agent and Nominee (collectively the "Additional Insureds") as named additional insureds, and shall protect and indemnify the Additional Insureds in respect of all Claims, including Claims by the Tenant, as if the Additional Insureds were separately insured. The insurance policies referred to in Subsections 9.02(a), (b), (c), (d), (e) and (f) shall contain a waiver of the insurer's right of subrogation as against the Landlord and the Landlord's Agent. The Tenant hereby waives its right of recovery against the Landlord, its employees and those for whom the Landlord is in law responsible with respect to all Claims required to be insured against by the Tenant hereunder. Any and all deductibles in the Tenant's insurance policies shall be borne solely by the Tenant and shall not be recovered or attempted to be recovered from the Landlord. In addition, all such policies shall be non-contributing with, and will apply only as primary and not excess to, any insurance proceeds available to the Landlord.

The Tenant shall provide to the Landlord at the commencement of the Term and at least 30 days prior to the renewal of all insurance referred to in this Section 9.02, and promptly at any time upon request, a certificate of insurance evidencing the insurance coverage maintained by the Tenant in accordance with this Section 9.02. The delivery to the Landlord of a certificate of insurance or any review thereof by or on behalf of the Landlord shall not limit the obligation of the Tenant to provide and maintain insurance pursuant to this Section 9.02 or derogate from the Landlord's rights if the Tenant shall fail to fully insure.

All policies shall provide that the insurance shall not be cancelled or changed to the prejudice of the Landlord without at least 30 days' prior written notice given by the insurer to the Landlord. All policies of insurance shall be placed with a company licensed to sell commercial insurance in Canada.

The Tenant acknowledges and agrees that, if it fails to obtain and maintain in force any of the insurance policies set out in this Section 9.02, then the Tenant shall indemnify and hold harmless the Landlord in respect of any losses arising therefrom.

9.03 Placement of Tenant's Insurance by Landlord - If the Tenant fails to place or maintain all or any of the insurance coverage referred to in Section 9.02, the Landlord may, at its option, place all or any part of such insurance in the name of or on behalf of the Tenant and the Tenant shall pay to the Landlord upon demand all costs incurred by the Landlord in so doing including, without limitation, the premium or premiums for such insurance together with the Landlord's administrative fee of 15% of such premium.

9.04 Limitation of Landlord's Liability - The Landlord, the Landlord's Agent, their employees and any Person for whom any of them are in law responsible shall not be liable under any circumstances for any damage caused by anything done or omitted to be done by any other tenant of the Project or any Person for whom such tenant is in law responsible.

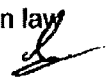
9.05 Environmental Issues

(1) Landlord's Requirements - The Tenant shall not bring into or allow to be present in the Leased Premises or the Project any Pollutants except such as are disclosed in Schedule G hereto. If the Tenant, its contractors or invitees or any Person for whom the Tenant is in law responsible shall bring, create, discharge or release upon, in or from the Project, including the Leased Premises, any Pollutants, whether or not disclosed in Schedule G and whether during the Term of this Lease or any prior lease by the Tenant, then such Pollutants shall be and remain the sole property of the Tenant and the Tenant shall promptly remove same at its sole cost at the expiration or sooner termination of the Term or sooner if required by the Landlord. For greater certainty, the Tenant shall not be permitted to carry out any type of risk assessment of the Leased Premises or the Project as purported compliance with the requirements of this Subsection 9.05(1).

(2) Governmental Requirements - If, during the Term or any renewal or extension of this Lease or at any time thereafter, any governmental authority shall require the clean-up of any Pollutants:

(a) held in, discharged in or from, released from, abandoned in, or placed upon the Leased Premises or the Project by the Tenant, its contractors or invitees or any Person for whom the Tenant is in law responsible; or

(b) released or disposed of by the Tenant, its contractors or invitees or any Person for whom the Tenant is in law responsible; Sunny Meadow Medical Centre



whether during the Tenant's occupancy of the Leased Premises or any other premises in the Project pursuant to this Lease or any prior lease by the Tenant of the Leased Premises or any other premises in the Project, then the Tenant shall, at its own expense, carry out all required work, including preparing all necessary studies, plans and approvals and providing all bonds and other security required by any governmental authority or required by the Landlord and shall provide full information with respect to all such work to the Landlord; provided that the Landlord may, at its option, perform any such work at the Tenant's sole cost and expense, payable on demand as additional Rent.

(3) Environmental Covenants - In addition to and without restricting any other obligations or covenants herein, the Tenant covenants that it will:

(a) comply in all respects with all Environmental Laws relating to the Leased Premises or the use of the Leased Premises;

(b) promptly notify the Landlord in writing of any notice by any governmental authority alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to operations in the Leased Premises or relating to any Person for whom it is in law responsible or any notice from any other party concerning any release or alleged release of any Pollutants;

(c) permit the Landlord to:

(i) enter and inspect the Leased Premises and the operations conducted therein;

(ii) conduct tests and environmental assessments or appraisals;

(iii) remove samples from the Leased Premises; and

(iv) examine and make copies of any documents or records relating to the Leased Premises and interview the Tenant's employees as necessary; and

(d) promptly notify the Landlord of the existence of any Pollutants in the Project.

(4) Environmental Indemnification - The Tenant shall, during the Term and at all times thereafter, indemnify and hold the Landlord harmless at all times from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees on a solicitor and client or substantial indemnity basis and Consultants' fees and expenses) resulting from:

(a) any breach of or non-compliance with the environmental obligations and covenants of the Tenant as set out in this Lease; and

(b) any legal or administrative action commenced by, or claim made or notice from, any third party, including, without limitation, any governmental authority, to or against the Landlord and pursuant to or under any Environmental Laws or concerning a release or alleged release of Pollutants at the Leased Premises into the environment and related to or as a result of the operations of the Tenant or those acting under its authority or control at the Leased Premises or any other premises in the Project, and any and all costs associated with air quality issues, if any, and whether during the Term of this Lease or any prior lease by the Tenant of the Leased Premises or any other premises in the Project.

[If Rider 1 (Section 9.05) is attached to this Lease this Section will be deleted and initialled and the terms and conditions stated on Rider 1 will govern the relationship between the Landlord and the Tenant with respect to environmental issues.]

ARTICLE 10.00 - DAMAGE AND DESTRUCTION

10.01 Limited Damage to Leased Premises, Access or Services - If during the Term, the Leased Premises or any part thereof, or other portions of the Building providing access or Services essential to the Leased Premises, shall be destroyed or damaged by any hazard against which the Landlord is obligated to insure pursuant to Section 9.01, the Landlord, if permitted by law to do so, shall proceed with reasonable diligence to rebuild and restore or repair the Leased Premises or comparable premises to Base Building Standards or such access routes or Service systems, as the case may be, in conformance with current laws to the extent of insurance proceeds received. The covenants of the Tenant to repair shall not include any repairs of damage required to be made by the Landlord under this Section 10.01. For greater certainty, it is understood and agreed that, upon substantial completion of the Landlord's work, the Tenant shall repair or restore the Leasehold Improvements to the state existing prior to the destruction or damage and consistent with its obligations pursuant to Section 7.06. In the event that damage to the Leased Premises or any part thereof or to other portions of the Building providing access or Services essential to the Leased Premises is such that the Leased Premises can not be occupied by the Tenant for a period of sunny

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CONFIRM IN THIS AREA AND LAST PAGE or more: (i) Rent payable by the Tenant shall abate from the date of such damage or destruction to the date of substantial completion of the Landlord's work as determined by the Landlord's architect or engineer or restoration of access or Services, as the case may be; and (ii) if less than all of the Leased Premises is destroyed or damaged as contemplated in this Section 10.01, Rent payable by the Tenant shall abate from the date of such damage or destruction to the date of substantial completion of the Landlord's work in the same proportion as the Rentable Area of the Leased Premises so damaged or destroyed is of the total Rentable Area of the Leased Premises.

It is understood and agreed that, in the event of such damage or destruction to the Leased Premises, the Tenant will remove such Leasehold Improvements, its equipment and stock and any other property owned or brought into the Leased Premises by the Tenant as required by the Landlord or the Landlord's insurers within 5 Business Days of the date of such damage or destruction, failing which the Landlord shall remove same at the Tenant's expense and, in addition, the Tenant shall be liable for any additional costs incurred by the Landlord as a result of the Tenant's failure to carry out such removal.

10.02 Major Damage to Leased Premises - Notwithstanding any other right of termination contained herein, if the Leased Premises shall be damaged or destroyed by any hazard against which the Landlord is obligated to insure under this Lease, and if in the opinion of the Landlord's architect or engineer, given within 30 Business Days of the happening of said damage or destruction, said damage or destruction is to the extent that the Leased Premises shall be incapable of being rebuilt or repaired or restored with reasonable diligence within 6 months after the occurrence of such damage or destruction, then the Landlord may, at its option, terminate this Lease by notice in writing to the Tenant. If such notice is given by the Landlord under this Section 10.02, then this Lease shall terminate on the date of such notice and the Tenant shall immediately surrender the Leased Premises and all interest therein to the Landlord and Rent shall be apportioned and shall be payable by the Tenant only to the date of such damage or destruction and the Landlord may thereafter re-enter and repossess the Leased Premises. For greater certainty, it is understood and agreed that: (i) if the Landlord does not elect to terminate this Lease as aforesaid, upon substantial completion of the Landlord's work, the Tenant shall repair or restore the Leasehold Improvements to the state existing prior to the destruction or damage and consistent with its obligations pursuant to Section 7.06; and (ii) if the Landlord elects to terminate this Lease as aforesaid, the Tenant shall pay to the Landlord forthwith upon demand the cost of repairing or restoring the Leasehold Improvements, as determined by the Landlord's architect or engineer, acting reasonably (but not in any event to exceed the replacement cost of the then existing Leasehold Improvements), by way of insurance proceeds available to the Tenant.

10.03 Damage to Building - Notwithstanding anything to the contrary contained in this Lease or that the Leased Premises may not be affected, if in the reasonable opinion or determination of the Landlord or the Landlord's architect or engineer, rendered within 30 Business Days of the happening of damage or destruction, the Building shall be damaged or destroyed to the extent that any one or more of the following conditions exist:

(a) in the reasonable opinion of the Landlord the Building must be totally or partially demolished, whether or not to be reconstructed in whole or in part;

(b) in the reasonable opinion of the Landlord's architect or engineer the Building shall be incapable of being rebuilt or repaired or restored with reasonable diligence within 6 months after the occurrence of such damage or destruction;

(c) any tenant of the Building which, in the Landlord's absolute discretion, is a major tenant of the Building becomes entitled to terminate its lease as a result of such damage or destruction;

(d) more than 35% of the Total Rentable Area of the Building is damaged or destroyed as reasonably determined by the Landlord's architect or engineer; or

(e) any or all of the heating, ventilating, air conditioning, electrical, mechanical or elevator systems in the Building are damaged or destroyed as reasonably determined by the Landlord's architect or engineer;

then the Landlord may at its sole option terminate this Lease by notice in writing to the Tenant. If notice is given by the Landlord under this Section 10.03, then this Lease shall terminate from the date of such notice and the Tenant shall immediately surrender the Leased Premises and all interest therein to the Landlord and Rent shall be apportioned and shall be payable by the Tenant only to the date of such notice and the Landlord may thereafter re-enter and repossess the Leased Premises. If the Building is damaged to the extent described in this Section 10.03 and the Landlord does not terminate this Lease, the Landlord will, to the extent of insurance proceeds received, rebuild or repair the Building to Base Building Standards, but the rebuilt or repaired Building may be different in configuration and design from that comprising the Project prior to the damage or destruction. Sunny Meadow Medical Centre



10.04 No Abatement - Except as specifically provided in this Article 10.00, there shall be no abatement of Rent and the Landlord shall have no liability to the Tenant by reason of any injury to, loss of or interference with the Tenant's business or property arising directly or indirectly from fire or other casualty, howsoever caused, or from the making of any repairs resulting therefrom or to any portion of the Building or the Leased Premises.

10.05 Notify Landlord - The Tenant shall immediately notify the Landlord or its representative in the Project of any accident or defect in the Project, the Leased Premises or any systems thereof and, as well, of any matter or condition or knowledge of any threat which may cause injury or damage to the Project or any person or property located therein.

10.06 Expropriation - In the event of Expropriation of all or part of the Leased Premises and/or the Building, neither the Landlord nor the Tenant shall have a claim against the other for the shortening of the Term, nor the reduction or alteration of the Leased Premises or the Building. The Landlord and the Tenant shall each look only to the Expropriating authority for compensation. The Landlord and the Tenant agree to cooperate with one another so that each is able to obtain the maximum compensation from the Expropriating authority as may be permitted in law in relating to their respective interests in the Leased Premises and the Building. Nothing herein contained shall be deemed or construed to prevent the Landlord or the Tenant from enforcing and prosecuting a claim for the value of their respective interests in any Expropriation proceedings. However, to the extent that a part of the Project other than the Leased Premises is Expropriated, the full proceeds paid or awarded therefor will belong solely to the Landlord and the Tenant will assign to the Landlord any rights it might have or acquire in respect of such proceeds or awards and will execute those documents that the Landlord reasonably requires in order to give effect to this intention.

Where used in this Section 10.06 "Expropriation" means expropriated by a governmental or municipal authority, or transferred, conveyed or dedicated in contemplation of a threatened expropriation and "Expropriated" and "Expropriating" have corresponding meanings.

ARTICLE 11.00 - DEFAULT

11.01 Arrears - The Tenant shall pay monthly to the Landlord interest, calculated and compounded monthly, at a rate per annum equal to the lesser of the Prime Rate plus 5% and the maximum rate permitted by applicable law upon all Rent required to be paid hereunder from the due date for payment thereof until the same is fully paid and satisfied. Such interest shall accrue on, be added to and be recoverable in the same manner as the principal sum upon which it is calculated.

In addition to the interest charges, in order to cover the extra expense involved in handling delinquent payments, the Tenant, at the Landlord's sole option, shall pay to the Landlord a charge of \$100.00 (the "Late Charge") when any instalment of Rent is received by the Landlord after the relevant due date thereof.

In addition, if any cheque presented to the Landlord by the Tenant representing payment of Rent is not honoured by the Tenant's bank or such cheque is returned to the Landlord indicating that there are not sufficient funds in the Tenant's account to honour such cheque, the Tenant shall pay to the Landlord a charge of \$50.00 for the first such occurrence during the Term, \$150.00 for the second such occurrence during the Term and \$250.00 for each such subsequent occurrence during the Term (the "NSF Charge"). It is hereby understood and agreed that the Late Charge and the NSF Charge is charged as Rent and not as a penalty or interest, for the purpose of defraying the Landlord's expenses incident to the processing of such overdue payments and that such Late Charge or NSF Charge is due and payable on and from the day immediately following the due date of such overdue payment or, if no due date is specified in this Lease, then on the 10th day following demand for same by the Landlord.

In addition, if any cheque presented to the Landlord by the Tenant representing payment of Rent is not honoured by the Tenant's bank or such cheque is returned to the Landlord indicating that there are not sufficient funds in the Tenant's account to honour such cheque, the Landlord shall have the right to require the Tenant to make all future Rent payments by a negotiable cheque certified by a Canadian chartered bank or by an official bank draft, either to be drawn upon one of Canada's 5 largest Schedule 1 chartered banks measured by assets.

11.02 Costs of Enforcement - The Tenant shall indemnify the Landlord against all costs and charges (including legal fees on a solicitor and client or substantial indemnity basis and the Landlord's reasonable administration charges) reasonably incurred either during or after the Term in enforcing payment of Rent hereunder and in obtaining possession of the Leased Premises after default of the Tenant or upon expiration or earlier termination of this Lease or in enforcing any covenant, proviso or agreement of the Tenant herein contained or in determining the Landlord's rights or the Tenant's obligations under this Lease or both. All such costs and charges shall be paid by the Tenant to the Landlord forthwith upon demand: Sunny Meadow Medical Centre



11.03 Performance of Tenant's Obligations - All covenants and agreements to be performed by the Tenant under any of the terms of this Lease shall be performed by the Tenant, at the Tenant's sole cost and expense, and without any abatement of Rent. If the Tenant fails to perform any act to be performed by it hereunder then, in the event of an emergency, either real or perceived, or if the failure continues for 10 days following notice thereof, the Landlord may (but shall not be obligated to) perform the act without waiving or releasing the Tenant from any of its obligations relative thereto, but having commenced to do so may cease to do so without completing performance thereof. All sums paid and costs incurred by the Landlord in so performing the act, plus 20% of the cost for overhead and supervision together with interest thereon at the rate set out in Section 11.01 from the date payment was made or such cost was incurred by the Landlord, shall be payable by the Tenant to the Landlord on demand.

11.04 Remedies on Default - Upon the happening of an Event of Default the Landlord may, at its option, and in addition to and without prejudice to all rights and remedies of the Landlord available to it either by any other provision of this Lease or by statute or the general law, exercise any one or more of the following remedies:

(a) be entitled to the full amount of the current month's and the next ensuing 3 months' instalments of Rent which shall immediately become due and payable and the Landlord may immediately distrain for the same, together with any arrears then unpaid;

(b) without notice or any form of legal process, forthwith re-let or sublet the Leased Premises or any part or parts thereof for whatever term or terms and at whatever rent and upon whatever other terms, covenants and conditions the Landlord considers advisable including, without limitation, the payment or granting of inducements all on behalf of the Tenant; and on each such re-letting or subletting the rent received by the Landlord therefrom will be applied first to reimburse the Landlord for any such inducements and for any expenses, capital or otherwise, incurred by the Landlord in making the Leased Premises ready for re-letting or subletting; and secondly to the payment of any costs and expenses of re-letting or subletting including brokerage fees and legal fees on a solicitor and client or substantial indemnity basis; and third to the payment of Rent; and the residue, if any, will be held by the Landlord and applied to payment of Rent as it becomes due and payable. If rent received from re-letting or subletting during any month is less than Rent to be paid during that month hereunder, the Tenant will pay the deficiency which will be calculated and paid monthly on or before the first day of every month; and no re-letting or subletting of the Leased Premises by the Landlord or entry by the Landlord or its agents upon the Leased Premises for the purpose of re-letting or subletting or other act of the Landlord relating thereto including, without limitation, changing or permitting a subtenant to change locks, will be construed as an election on its part to terminate this Lease unless a written notice of termination is given to the Tenant; and if the Landlord elects to re-let or sublet the Leased Premises without terminating, it may afterwards elect to terminate this Lease at any time by reason of any Event of Default then existing;

(c) seize and sell such goods, chattels and equipment of the Tenant as are in the Leased Premises and the Landlord may, but shall not be obligated to, apply the proceeds thereof to all Rent to which the Landlord is then entitled under this Lease. Any such sale may be effected by public auction, private sale or otherwise, and either in bulk or by individual item, or partly by one means and partly by another, all as the Landlord in its sole discretion may decide;

(d) terminate this Lease by leaving upon the Leased Premises notice in writing of the termination, and such termination shall be without prejudice to the Landlord's right to damages; it being agreed that the Tenant shall pay to the Landlord on demand as damages the loss of income of the Landlord to be derived from this Lease and the Leased Premises for the unexpired portion of the Term had it not been terminated; or

(e) re-enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess and enjoy the same as of the Landlord's former estate, anything herein contained to the contrary notwithstanding; and the Tenant shall pay to the Landlord forthwith upon demand all expenses of the Landlord in re-entering, terminating, re-letting, collecting sums due or payable by the Tenant or realizing upon assets seized or otherwise exercising its rights and remedies under this Section 11.04 including tenant inducements, leasing commissions, legal fees on a solicitor and client or substantial indemnity basis and all disbursements and the expense of keeping the Leased Premises in good order, repairing the same and preparing the same for re-letting.

In addition, and without limiting the generality of the foregoing provisions of this Section 11.04, upon the happening of an Event of Default, and whether or not this Lease is terminated in accordance with such provisions: (i) the Landlord shall have no further liability to pay to the Tenant or any third party any amount on account or in respect of a refund of any Security Deposit, prepaid Rent or prepaid Taxes or any tenant inducement, leasehold improvement allowance, lease takeover or lease subsidy. Sunny Meadow Medical Centre

or any other concession or inducement otherwise provided to the Tenant under or with respect to this Lease, and any Rent free period otherwise provided to the Tenant hereunder shall be null and void and of no further force or effect and Rent shall be payable in full hereunder without regard to any such Rent free period; and (ii) any cash allowance, inducement payment, and the value of any other benefit paid to or conferred on the Tenant by or on behalf of the Landlord in connection with the Leased Premises or this Lease shall be recoverable in full as additional Rent and shall be payable to the Landlord on demand.

11.05 Availability of Remedies - The Landlord may from time to time resort to any or all of the rights and remedies available to it upon the occurrence of an Event of Default either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions herein as to certain rights and remedies are not to be interpreted as excluding any other or additional rights or remedies available to the Landlord by statute or the general law.

11.06 Waiver - If the Landlord shall overlook, excuse, condone or suffer any default, breach or non-observance by the Tenant of any obligation hereunder, this shall not operate as a waiver of the obligation in respect of any continuing or subsequent default, breach or non-observance and no such waiver shall be implied but shall only be effective if expressed in writing.


The Landlord's acceptance of Rent after a default is not a waiver of any preceding default under this Lease even if the Landlord knows of the preceding default at the time of acceptance of the Rent. No term, covenant or condition of this Lease shall be considered to have been waived by the Landlord or the Tenant unless the waiver is in writing. The Tenant waives any statutory or other rights in respect of abatement, set-off or compensation in its favour that may exist or come into existence hereafter with respect to Rent.

11.07 Waiver of Exemption and Redemption - Notwithstanding anything contained in any statute now or hereafter in force limiting the right of distress, none of the Tenant's goods or chattels in the Leased Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and this agreement of the Tenant in this Section may be pleaded as an estoppel against the Tenant.

11.08 Companies' Creditors Arrangement Act - By virtue of its interest in this Lease, the importance of the Tenant continuing to carry on business in the Leased Premises in accordance with this Lease, and the Landlord's entitlement to damages where this Lease is terminated by reason of an Event of Default, the Landlord does and will (despite any changes in circumstances of the Tenant or its business) constitute a separate class or category of creditor in any plan of arrangement or other proposal submitted by or on behalf of the Tenant under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation for bankrupt or insolvent debtors.

ARTICLE 12.00 - ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS

12.01 Request for Consent - The Tenant shall not effect a Transfer of this Lease or of all or part of the Leased Premises without the prior consent in writing of the Landlord, which consent shall not, provided no Event of Default has occurred, be unreasonably withheld. Provided that the Tenant shall, at the time the Tenant shall request the consent of the Landlord, deliver to the Landlord such information in writing (herein called the "required information") as the Landlord may reasonably require respecting the proposed Transferee including, without limitation, the name, address, nature of business, financial responsibility and standing of such proposed Transferee. Provided further that after receiving such request, the Landlord shall have the right, at its option, to terminate this Lease if the request relates to all of the Leased Premises or, if the request relates to a portion of the Leased Premises only, to terminate this Lease with respect to such portion, by giving, within 15 Business Days after receiving the required information, not less than 30 nor more than 60 days' written notice of termination to the Tenant. In the event of such termination, the Rent and other payments required to be made by the Tenant hereunder shall be adjusted to the date of termination and, in the case of a partial termination, Rent shall abate in the proportion that the area of the portion of the Leased Premises for which this Lease is terminated bears to the area of the Leased Premises and this Lease shall be deemed to be amended accordingly.

If the Landlord elects to terminate this Lease as to all or part of the Leased Premises, the Tenant may by written notice (given within 10 days or such longer time as the Landlord may consent to in writing after receipt of the Landlord's notice of termination) notify the Landlord of the Tenant's intention to refrain from the Transfer which gave rise to the Landlord's notice of termination or of the Tenant's intention to accept such notice of termination. If the Tenant gives written notice to the Landlord within such time period that it intends to refrain from such Transfer, then the Landlord's election to terminate this Lease in whole or in part shall become null and void. Otherwise, the Landlord's termination shall take effect on the date stipulated by the Landlord in its notice of termination. Sunny 

12.02 Basis for Consent - Notwithstanding anything in the *Landlord and Tenant Act*, the *Commercial Tenancies Act* or any other statute or law and without limiting the grounds upon which a consent may be refused, the Landlord will not be deemed to be unreasonable in refusing consent when:

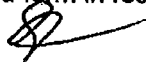
- (a) the giving of such consent would place the Landlord in breach of any other tenant's lease in the Project or the proposed use by the Transferee is not substantially the same as that of the Tenant;
- (b) such consent is requested for a mortgage, charge, debenture (secured by floating charge or otherwise) or other encumbrance of, or in respect of, this Lease or the Leased Premises or any part of them;
- (c) the Transferee, in the opinion of the Landlord: (i) does not have a history of successful business operation in the business to be conducted in the Leased Premises; (ii) does not have a good credit rating or a substantial net worth; or (iii) there is a history of default under other leases by the Transferee or by companies or partnerships that the Transferee was a principal shareholder of or a partner in at the time of the default;
- (d) the Transferee is an existing tenant in the Project or in any other project of the Landlord, or has been within 3 months prior to the proposed assignment or sublease taking effect;
- (e) the Landlord has other premises in the Project available for leasing to the Transferee;
- (f) in the case of a Transfer to a subtenant of less than the entire Leased Premises, if such would result in a configuration which: (i) would require access to be provided through space leased or held for lease to another tenant or improvements to be made outside of the Leased Premises; or (ii) would, in the sole opinion of the Landlord, be unreasonable to attempt to re-lease to a third party;
- (g) the required information received from the Tenant or the proposed Transferee is not sufficient in the Landlord's opinion to enable the Landlord to make a determination concerning the matters set out above; or
- (h) the use of the Leased Premises by the proposed Transferee, in the Landlord's opinion arrived at in good faith, could result in excessive use of the systems or Services in the Project, be inconsistent with the image and standards of the Project or expose the occupants of the Project to risk of harm, damage or interference with their use and enjoyment thereof, or reduce the value of the Project.

The Landlord shall not be liable for any claims, actions, damages, liabilities, losses or expenses of the Tenant or any proposed Transferee arising out of the Landlord's unreasonably withholding its consent to any Transfer and the Tenant's only recourse will be to bring an application for a declaration that the Landlord must grant its consent to the Transfer.

In no event shall any Transfer to which the Landlord may have consented release or relieve the Tenant or any Indemnifier from its obligations fully to perform all the terms, covenants and conditions of this Lease, the Indemnity Agreement or any renewals or extensions of this Lease or the Term on its part to be performed and, in any event, the Tenant shall be liable for the Landlord's costs incurred in connection with the Tenant's request for consent as set out in Subsection 12.03(g).

12.03 Terms and Conditions Relating to Consents - The following terms and conditions apply in respect of a consent given by the Landlord to a Transfer:

- (a) the consent by the Landlord is not a waiver of the requirement for consent to subsequent Transfers, and no Transfer shall relieve the Tenant or the Indemnifier, if any, of its obligations under this Lease, unless specifically so provided in writing;
- (b) no acceptance by the Landlord of Rent or other payments by a Transferee is: (i) a waiver of the requirement for the Landlord to consent in writing to the Transfer; (ii) the acceptance of the Transferee as tenant or subtenant; or (iii) a release of the Tenant or Indemnifier from its obligations under this Lease or any Indemnity Agreement;
- (c) the Landlord may apply amounts collected from the Transferee to any unpaid Rent;
- (d) the Transferor, unless the Transferee is a subtenant of the Tenant, will retain no rights under this Lease in respect of obligations to be performed by the Landlord or in respect of the use or occupation of the Leased Premises after the Transfer and will execute an Indemnity Agreement on the Landlord's standard form in respect of obligations to be performed after the Transfer by the Transferee; Sunny Meadow Medical Centre



(e) if the Transferee is an assignee of this Lease, the Transferee shall, when required by the Landlord, jointly and severally with the Tenant, enter into an agreement directly with the Landlord agreeing to be bound by this Lease as if the Transferee had originally executed this Lease as the Tenant, and the Tenant and the Indemnifier, if any, will not be released nor relieved from its obligations under this Lease including, without limitation, the obligation to pay Rent;

(f) in the event that this Lease is disaffirmed, disclaimed or terminated by any trustee in bankruptcy of a Transferee, the original Tenant named in this Lease shall be deemed, upon notice by the Landlord given within 30 days of such disaffirmation, disclaimer or termination to have entered into a lease with the Landlord containing the same terms and conditions as in this Lease, with the exception of the term of such lease which shall expire on the date on which this Lease would have ended save for such disaffirmation, disclaimer or termination; and

(g) any documents relating to a Transfer or the Landlord's consent will be prepared by the Landlord or its solicitors and a reasonable administration charge of at least \$300.00 and the greater of: (i) a reasonable document preparation fee of at least \$500.00; or (ii) those legal fees on a solicitor and client or substantial indemnity basis incurred by the Landlord will be paid to the Landlord by the Tenant on demand.

12.04 Subsequent Transfers - The Landlord's consent to a Transfer shall not be deemed to be consent to any subsequent Transfer, whether or not so stated.

12.05 Increased Rents upon Transfers - In the event of any Transfer by the Tenant by virtue of which the Tenant receives a rent in the form of cash, goods or services from the Transferee which is greater than the Rent payable hereunder to the Landlord, the Tenant shall pay any such excess to the Landlord in addition to all Rent payable under this Lease, and such excess rent shall be deemed to be further Rent payable hereunder.

12.06 Advertising - The Tenant shall not advertise the Leased Premises or any part thereof as being available for leasing or this Lease as being available for transfer in any medium and will not cause or permit any such advertisement, unless the Landlord has permitted the Tenant to do so in writing and has given written approval of the wording of such advertisement, which permission and approval may be arbitrarily withheld.

ARTICLE 13.00 - TRANSFERS BY LANDLORD

13.01 Sale, Conveyance and Assignment - Nothing in this Lease shall restrict the right of the Landlord to sell, convey, assign, pledge or otherwise deal with the Project, subject (except as provided in Section 13.03) only to the rights of the Tenant under this Lease.

13.02 Effect of Transfer - A sale, conveyance or assignment of the Project by the Landlord shall operate to release the Landlord from liability from and after the effective date thereof in respect of all of the covenants, terms and conditions of this Lease, express or implied, except as they may relate to the period prior to the effective date, and the Tenant shall thereafter look solely to the Landlord's successor in interest.

13.03 Subordination - Subject to Section 13.04, this Lease, at the option of any mortgagee, trustee or chargee, is and shall be subject and subordinate in all respects to any and all mortgages (including deeds of trust and mortgage) now or hereafter registered against title to the Building or Land and all advances thereunder, past, present and future and to all renewals, modifications, consolidations, replacements and extensions thereof. The Tenant agrees to execute promptly and in any event within 10 days after request therefor by the Landlord or the mortgagee or trustee under any such mortgage or deed of trust and mortgage an instrument of subordination as may be requested.

13.04 Attornment - The Tenant agrees, whenever requested by any mortgagee, trustee or chargee (in this Section 13.04 and in Section 13.05 called the "Mortgagee") taking title to the Project by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust, or by delivery of a deed in lieu of such foreclosure or other proceeding, to attorn to such Mortgagee as a tenant under all of the terms of this Lease. The Tenant agrees to execute promptly and in any event within 10 days after a request by any Mortgagee an instrument of attornment as may be required by it.

13.05 Effect of Attornment - Upon attornment pursuant to Section 13.04, this Lease shall continue in full force and effect as a direct lease between the Mortgagee and the Tenant, upon all of the same terms, conditions and covenants as are set forth in this Lease except that, after attornment, the Mortgagee and its successors in title shall not be:

(a) liable for any act or omission of the Landlord; Sunny Meadow Medical Centre



(b) subject to any offset or defence which the Tenant might have against the Landlord; or
(c) bound by any prepayment by the Tenant of more than 1 month's instalment of Rent unless the prepayment shall have been approved in writing by the Mortgagee or by any predecessor of the Mortgagee's former interest as mortgagee of the Project.

13.06 Repurchase - The Tenant acknowledges and agrees that should the Landlord sell, convey, assign, pledge or otherwise deal with the Project or any interest therein, or intend to deal with the Project or any interest therein, in any manner described herein then the Landlord may, at its option, if the Landlord has provided the Tenant with Basic Rent free periods, Rent free periods and/or other inducements during the Term and/or any renewal or extension of the Term of this Lease, reimburse the Tenant for the then present value of any then unexpired Basic Rent free periods or Rent free periods and/or other inducements provided to the Tenant under this Lease, in an amount equal to the discounted cash value thereof determined by applying the then current yield of 10 year Canadian Government Bonds plus 4% (hereinafter referred to in this Section 13.06 as the "Discounted Cash Value") to the dollar amount of such outstanding Basic Rent free periods, Rent free periods and/or other inducements and the Tenant agrees that any such periods or inducements for which it has received such Discounted Cash Value from the Landlord will no longer exist or be payable or be of any force or effect from and after the date on which such Discounted Cash Value is received by the Tenant from the Landlord. The Tenant agrees to forthwith execute any agreement prepared by the Landlord, the purpose of which agreement is to amend this Lease by deleting such Basic Rent free periods, Rent free periods and/or other inducements from this Lease for which the Tenant has received the Discounted Cash Value from the Landlord.

ARTICLE 14.00 - SURRENDER

14.01 Possession and Restoration

(1) Upon the expiration or other termination of the Term, the Tenant shall immediately quit and surrender possession of the Leased Premises and all Leasehold Improvements in substantially the condition in which the Tenant is required to maintain the Leased Premises, excepting only reasonable wear and tear which does not render the Leased Premises untenable and damage covered by the Landlord's insurance under Section 9.01, and the Tenant shall deliver to the Landlord the keys, mechanical or otherwise, and combinations, if any, to the locks in the Leased Premises and entries thereto. Notwithstanding the foregoing, the Landlord shall have the right, at its sole option upon expiration or other termination of the Term, to require that the Tenant remove or cause to be removed at the Tenant's cost all or any part of Leasehold Improvements in the Leased Premises whether or not installed by or on behalf of the Tenant or installed by or on behalf of a previous tenant or during a previous term and to restore the Leased Premises and other parts of the Project affected by the installation or removal thereof to Base Building Standards. Notwithstanding the foregoing, the Landlord may, at its sole option, perform the said removal and restoration work at the Tenant's sole cost and expense. In addition, the Landlord shall have the right, at its sole option upon expiration or other termination of the Term, to require that the Tenant remove or cause to be removed at the Tenant's cost all or any part of any wiring, cables, risers or similar installations appurtenant thereto installed by the Tenant or on the Tenant's behalf in the risers of the Building, in the Leased Premises or anywhere else in the Project (the "Wiring") and to restore the risers, the Leased Premises and other parts of the Project affected by the installation or removal of the Wiring to their condition existing prior to the installation of the Wiring (the "Wire Restoration Work"). Notwithstanding the foregoing, the Landlord may, at its sole option, perform the Wire Restoration Work at the Tenant's sole cost and expense. Upon surrender, all right, title, and interest of the Tenant in the Leased Premises and all Leasehold Improvements located therein and in all Wiring shall cease.

(2) If the Landlord elects to perform the said removal and restoration work and/or the Wire Restoration Work, 90 days (or as soon after such date as is reasonably possible) prior to the expiration of the Term the Landlord may inspect the Leased Premises to determine the extent of the work required to restore the Leased Premises and other parts of the Project affected by any installation or removal of Leasehold Improvements to Base Building Standards and/or the Wire Restoration Work and upon receipt of the Landlord's estimate of the costs thereof (the "restoration cost") the Tenant shall provide to the Landlord, by certified cheque, the restoration cost.

14.02 Tenant's Trade Fixtures and Personal Property - After the expiration or other termination of the Term or in the event of the abandonment of the Leased Premises by the Tenant, all of the Leasehold Improvements and the Tenant's trade fixtures and personal property remaining in the Leased Premises shall be deemed conclusively to have been abandoned by the Tenant and may be appropriated, sold, destroyed or otherwise disposed of by the Landlord without notice or obligation to compensate the Tenant or to account therefor, and the Tenant shall pay to the Landlord upon written demand all of the costs incurred by the Landlord in connection therewith. Sunny Meadow Medical Centre

14.03 Overholding - If the Tenant remains in the Leased Premises or any part thereof after the expiration or other termination of the Term:

(a) without the consent of the Landlord, no yearly or other periodic tenancy shall be created and the Tenant shall be deemed, notwithstanding any statutory provision or legal assumption to the contrary, to be occupying the Leased Premises as a tenant at will of the Landlord, which tenancy may be terminated at any time by the Landlord without the necessity of any prior notice to the Tenant, but the Tenant shall be bound by the terms and provisions of this Lease except any options thereby granted to the Tenant and except the Basic Rent which shall be twice the greater of: (i) the rate provided for herein for the final year of the Term; and (ii) the market rate for similar premises as determined by the Landlord at the time of such overholding, plus, in either case, the sum of \$200.00 daily, and subject to such additional obligations and conditions as the Landlord may impose by notice to the Tenant; or (b) with the consent of the Landlord and agreement as to the Rent payable, the tenancy shall be month-to-month at the Rent agreed and otherwise on the terms and conditions of this Lease, but without any option to renew or for a new lease.

The Landlord may recover possession of the Leased Premises during any period with respect to which the Tenant has prepaid the amount payable under Subsection 14.03(a).

The Tenant shall promptly indemnify and hold harmless the Landlord from and against all Claims against the Landlord as a result of the Tenant remaining in possession of all or any part of the Leased Premises after the expiry of the Term without the consent of the Landlord (including, without limitation, any compensation to any new tenant or tenants which the Landlord may elect to pay whether to offset the cost of overtime work or otherwise).

ARTICLE 15.00 - GENERAL

15.01 Estoppel Certificates - The Tenant shall whenever requested by the Landlord, a prospective purchaser or any mortgagee (including any trustee under a deed of trust and mortgage) promptly, and in any event within 10 days after request, execute and deliver to the Landlord or to any party or parties designated by the Landlord a certificate in writing as to the then status of this Lease, including as to whether it is in full force and effect, is modified or unmodified, confirming the Rent payable hereunder and each element hereof and the then state of the accounts between the Landlord and the Tenant, the existence or non-existence of defaults and any other matters pertaining to this Lease in respect of which the Landlord shall request a certificate, and provide such other information as may reasonably be required, including a copy of the Tenant's most recent audited financial statements. The party or parties to whom such certificates are addressed may rely upon them.

15.02 Entire Agreement - There is no promise, warranty, representation, undertaking, covenant or understanding by or binding upon the Landlord except such as are expressly set forth in this Lease and this Lease, including the Term Sheet and schedules hereto, contains the entire agreement between the parties hereto.

15.03 No Registration of Lease or Notice - The Tenant shall not register or apply to register this Lease, any notice of this Lease or any caveat or any interest under this Lease and waives any statutory obligation upon the Landlord to execute and deliver this Lease in registrable form. The Tenant shall, at its own cost, promptly on request discharge any registration or filing or notice that contravenes this Section. Notwithstanding the foregoing, the Landlord may elect to require that this Lease or notice of this Lease be registered.

15.04 Project Name and Trademarks - The Tenant shall not refer to the Project or Building by any name other than that designated from time to time by the Landlord and the Tenant shall use the name of the Building for the business address of the Tenant, but for no other purpose. Compliance with this Section shall be at the sole cost and expense of the Tenant and the Tenant shall have no claim against the Landlord for any costs or expenses incurred by the Tenant, whether direct or indirect, in complying with this Section.

15.05 Demolition / Substantial Renovation - Notwithstanding any other provision of this Lease, the Landlord may terminate this Lease at any time upon giving to the Tenant not less than 12 months' notice of such termination if it is the Landlord's intention to demolish, redevelop or substantially renovate all or part of the Building.

15.06 Relocation - The Landlord shall have the right, at any time and from time to time before and during the Term and any renewal or extension of the Term of this Lease, to change the location of the Leased Premises from the location described in this Lease to another location of similar size and finishes anywhere else in the Project; provided that the Landlord shall give the Tenant reasonable notice of such relocation and the Landlord shall reimburse the Tenant for all reasonable costs **Sunny Meadow Medical Centre**

directly related to such relocation, but not including any indirect costs such as lost profits during the relocation period or damages for inconvenience.

15.07 "For Lease" Signs - The Landlord shall have the right during the last 12 months of the Term to place upon the Leased Premises a notice of reasonable dimensions stating that the Leased Premises are "for lease" and the Tenant shall not obscure or remove such notice or permit the same to be obscured or removed.

15.08 Unavoidable Delays - If the Landlord or the Tenant (the "delayed party") shall be delayed, hindered or prevented in or from the performance of any of its covenants under this Lease by any cause not within the control of the delayed party, as determined by the Landlord acting reasonably (excluding lack of finances of the delayed party, delay caused by the delayed party's default or act or omission or delay avoidable by the exercise of reasonable care by the delayed party), the performance of the covenant shall be excused for the period during which performance is rendered impossible and the time for performance thereof shall be extended accordingly, but this shall not excuse the Tenant from the prompt payment of Rent or from the performance of any of its other obligations under this Lease not related to such cause.

15.09 Limitation of Recourse - If the Landlord is, or one of the parties comprising the Landlord is, or this Lease is assigned by the Landlord to, Pensionfund Realty Limited:

(a) the Tenant acknowledges that, notwithstanding any other provision contained in this Lease, the obligations of and rights against the Landlord under this Lease shall be performed, satisfied and paid only out of and enforced against, and recourse hereunder shall be had only after judgment and only against, the right, title and interest of the Landlord from time to time in, and the Landlord's revenue derived from, the Project;

(b) no obligation of the Landlord hereunder or in respect hereof is personally binding upon, nor shall any resort or recourse be had, judgment issued or execution or other process levied against, the Landlord (except to the extent necessary for enforcement under Subsection 15.09(a) and only for that purpose), or against any other assets or revenues of the Landlord; and

(c) the only remedy against the Landlord shall be an action for damages, except that if the Tenant is of the opinion that any consent requested pursuant to Article 12.00 hereof has been wrongfully withheld, its remedies are as set out in Section 12.02.

If the Landlord is, or one of the parties comprising the Landlord is, or this Lease is assigned by the Landlord to, a real estate investment trust ("REIT"), the parties acknowledge and agree that the obligations of the REIT hereunder and under all documents delivered pursuant hereto (and all documents to which this document may be pursuant) or which give effect to, or amend or supplement, the terms of this Lease are not personally binding upon any trustee thereof, any registered or beneficial holder of units (a "Unitholder") or any annuitant under a plan of which a Unitholder acts as a trustee or carrier, or any officers, employees or agents of the REIT and resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing, but the Project only shall be bound by such obligations and recourse or satisfaction may only be sought from the revenue of the Project.

When there are 2 or more parties bound by the Landlord's covenants herein contained, the obligations of the parties comprising the Landlord shall be several in accordance with their respective interests in the Project and not joint or joint and several. Only the interests in the Project of the parties comprising the Landlord shall be bound by this Lease and the obligations hereunder are not otherwise binding upon nor shall resort be had to any other property or assets of the parties comprising the Landlord.

15.10 Notice - Any notice required or contemplated by any provision of this Lease, unless otherwise specifically provided herein, shall be given in writing and delivered either: (i) personally; (ii) by prepaid courier service; (iii) by facsimile with confirmation of transmission; or (iv) by registered mail, postage prepaid, and if to the Landlord at the Landlord's local office as specified in Item 1(a) of the Term Sheet, with a copy to the Landlord's head office address as specified in Item 1(b) of the Term Sheet and if to the Tenant at the Leased Premises (whether or not the Tenant has departed from, vacated or abandoned the same), or, at the Landlord's option, to the Tenant's head office address as specified in Item 2 of the Term Sheet. Notwithstanding the provision of any statute or law relating thereto, service by means of electronic mail of any notice required to be given in writing by either party hereto pursuant to this Lease shall not constitute good and effective service.

Any notice shall be considered to have been given or made: (i) if delivered personally or by prepaid courier, on the day of delivery; (ii) if sent by facsimile and received on or before 4:30 p.m. local time for the recipient, on the day of transmission if transmitted on a Business Day; (iii) if sent by facsimile and received after 4:30 p.m. local time for the recipient or if transmitted on any day other than a Business Day, on the next Business Day following; or (iv) if sent by registered mail, 3 Business Days following the date upon which it was mailed. Either party may from time to time by notice in writing Sunny Meadow Medical Centre

to the other designate another address or addresses in Canada as the address to which notices are to be sent. If the postal service is interrupted or substantially delayed or threatened to be interrupted or delayed, any notice shall only be delivered by one of the alternate methods stated above.

If 2 or more Persons are named as, or bound to perform the obligations of, the Tenant hereunder, notice given as herein provided to any one of the Persons constituting the Tenant or so bound shall be deemed to be notice simultaneously to all Persons constituting the Tenant and to all Persons so bound. Any notice given to the Indemnifier or the Tenant shall be deemed to have been given simultaneously to the other of them and to all Persons bound by their obligations hereunder.

15.11 Delegation of Authority - The Landlord's Agent may act on behalf of the Landlord in any manner provided for herein. The Tenant acknowledges that, if this Lease has been executed for and on behalf of, in the name of and with the authority of the Landlord by the Landlord's Agent, the covenants and agreements of the Landlord are obligations of the Landlord and its successors and assigns only and are not obligations personal to or enforceable against the Landlord's Agent in its own right.

15.12 Relationship of Parties - Nothing contained in this Lease shall create any relationship between the parties hereto other than that of landlord and tenant and, if applicable, indemnifier.

15.13 Governing Law - This Lease shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein and, with the exception of any alternate dispute resolution agreed upon by the parties, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario.

15.14 Amendment or Modification - No amendment, modification or supplement to this Lease shall be valid or binding unless set out in writing and executed by the Landlord and the Tenant with the same degree of formality as the execution of this Lease.

15.15 Legal and Administration Costs - The Tenant shall indemnify the Landlord against all legal fees on a solicitor and client or substantial indemnity basis and disbursements incurred by the Landlord or by the Landlord's Agent in connection with the negotiation, preparation and execution of any renewal, amendment, cancellation, approval or consent in connection with this Lease, including the Landlord's reasonable administration charges. All such costs and charges shall be paid by the Tenant to the Landlord forthwith upon demand.

15.16 Construction - All of the provisions of this Lease are to be construed as covenants and agreements. If any provision of this Lease is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions of this Lease, which shall remain in force and be binding as though the provision had never been included. Any language or wording in this Lease which has been struck out shall be deemed not to have ever been included herein and shall not be considered in construing or interpreting any other provision of this Lease, nor shall there be any implication that by the deletion of any language or wording, the parties hereto intended to state the opposite of the struck out language or wording.

15.17 Captions and Headings - The captions and headings contained in this Lease are for convenience of reference only and are not intended to limit, enlarge or otherwise affect the interpretation of the Articles, Sections or parts hereof to which they apply.

15.18 Interpretation - In this Lease, "herein", "hereof", "hereunder", "hereafter" and similar expressions refer to this Lease and not to any particular Article, Section or other portion thereof unless there is something in the subject matter or context inconsistent therewith. The words "include", "includes" or "including" mean "include without limitation", "includes without limitation" and "including without limitation" respectively, and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list. Wherever necessary or appropriate in this Lease, the plural shall be interpreted as singular, the masculine gender as feminine or neuter and *vice versa*; and when there are 2 or more parties bound by the Tenant's covenants herein contained, their obligations shall be joint and several. If the Tenant is a partnership, each Person who is presently a partner of such partnership and each Person who becomes a member of any successor partnership shall be and continue to be liable jointly and severally for the performance of the obligations of this Lease, whether or not such Person ceases to be a member of such partnership or successor partnership and after the partnership ceases to exist. If the Tenant is a limited liability partnership, each Person who is presently a partner of the limited liability partnership and each Person who becomes a member of any successor limited liability partnership shall be and continue to be bound jointly and severally for the performance of and shall be and continue to be subject to all of the terms, obligations and conditions of this Lease, whether or not such Person ceases to be a member of such limited liability partnership or successor limited liability partnership and whether or not such limited liability partnership continues to exist, to the full extent permitted by applicable law.

15.19 Time of the Essence - Time shall, in all respects, be of the essence hereof and no extension or variation of this Lease shall operate as a waiver of this provision Sunny Meadow Medical Centre



15.20 Successors and Assigns - Subject to specific provisions contained in this Lease to the contrary, this Lease shall enure to the benefit of and be binding upon the successors and assigns of the Landlord and the heirs, executors and administrators and the permitted successors and assigns of the Tenant.

15.21 Counterparts - This Lease may be executed in counterparts and the counterparts together shall constitute an original.

15.22 Further Schedules - Any additional covenants, agreements and conditions forming part of this Lease will be attached as Schedule E and the Tenant agrees with the Landlord to comply with the provisions of Schedule E. If an Indemnifier is a party hereto, the form of Indemnity Agreement to be executed by the Indemnifier and the Landlord as a separate agreement will be attached as Schedule F.

15.23 Independent Legal Advice - The Tenant and the Indemnifier each acknowledge that the Landlord hereby advises each of the Tenant and the Indemnifier to obtain advice from independent legal counsel prior to signing this Lease and/or the Indemnity Agreement. The Tenant and the Indemnifier further acknowledge that any information provided by the Landlord is not to be construed as legal, tax or any other expert advice and the Tenant and the Indemnifier are cautioned not to rely on any such information without seeking legal, tax or other expert advice. The Landlord and the Tenant understand, acknowledge and agree that this Lease has been freely negotiated by both parties and that, in any dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

15.24 No Offer - The Landlord will not be deemed to have made an offer to the Tenant by furnishing an unexecuted copy of this Lease with particulars inserted. Notwithstanding that a Security Deposit or payment of advance Rent is received by the Landlord when this Lease is received by the Landlord for execution, this Lease shall not be binding on the Landlord until the Landlord, the Tenant and the Indemnifier, if any, have executed and delivered this Lease and any required Indemnity Agreement.

15.25 Survival of Covenants and Indemnities - All obligations of the Tenant which arise during the Term pursuant to this Lease and which have not been satisfied at the end of the Term and all indemnities of the Tenant contained in this Lease shall survive the expiration or other termination of this Lease.

15.26 Confidentiality - The Tenant shall not disclose to any Person, the financial or any other terms of this Lease, except to its professional advisors and auditors, if any, who agree not to disclose to any other Person the financial or any other terms of this Lease, and except as required by law.

15.27 Exculpatory Provisions - In all provisions of this Lease containing a release, indemnity or other exculpatory language in favour of the Landlord, reference to the Landlord includes reference also to the Landlord's Agent and any Person for whom any one or more of them is in law responsible and the directors, officers and employees of the Landlord, the Landlord's Agent and any Person for whom they are in law responsible (including the agents of any of them) while acting in the ordinary course of their employment (collectively the "Released Persons"), it being understood and agreed that, for the purposes of this Section 15.28, the Landlord is deemed to be acting as the agent or trustee on behalf of and for the benefit of the Released Persons solely to the extent necessary for the Released Persons to take the benefit of this Section 15.28.

15.28 Brokerage Commissions - The Tenant covenants that no act of the Tenant has given rise nor shall give rise to any Claims against the Landlord for any brokerage commission, finder's fee or similar fee in respect of this Lease. The Tenant hereby indemnifies and agrees to hold the Landlord harmless from any Claims for such commission or fees with respect to this Lease except any which were directly contracted for by the Landlord.

15.29 Covenants to be Performed at Landlord's Option - Where any provision in this Lease gives the Landlord the option of having the Landlord or the Tenant perform the covenants set out in such provision, the Tenant shall perform such covenants unless the Tenant is otherwise directed by way of written notice from the Landlord.

15.30 Radiation - Only if the Landlord believes on reasonable grounds that radiation is or has been used or created by the Tenant or any Person permitted by the Tenant to be in the Leased Premises shall this Section 15.30 apply to the Tenant.

The Tenant agrees, if so requested by the Landlord, to conduct at its own expense a survey by an accredited firm of consultants acceptable to the Landlord to determine the level of radiation in the Sunny Meadow Medical Centre



Leased Premises, and if such levels are in excess of those allowable under Environmental Laws and set by the applicable regulatory authorities governing radiation, the Tenant agrees, at its own cost and expense and on terms and conditions approved by the Landlord, to reduce the level of radiation to a level allowable under Environmental Laws and set by such applicable regulatory authorities.

15.31 Currency - Unless otherwise specifically provided herein, all references to dollar amounts herein or other money amounts are expressed in terms of lawful money of Canada.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the date first set forth above.

LANDLORD:

2012241 ontario ltd

Ravi Chandra

c/s

We have authority to bind the corporation

LANDLORD:

50 sunnymeadow blvd

by its agent 2012241 ontario Limited

c/s

We have authority to bind the corporation

WITNESS to signature of Tenant: TENANT:

signature: _____

By: _____

Name: _____

print name: _____

Title: c/s

address: _____

By: _____

Name: _____

Title: _____

occupation: _____

I/We have authority to bind the corporation

WITNESS to signature of Indemnifier: INDEMNIFIER:

signature: _____

By: _____

Name: _____

print name: _____

Title: c/s

address: _____

By: _____

Name: _____

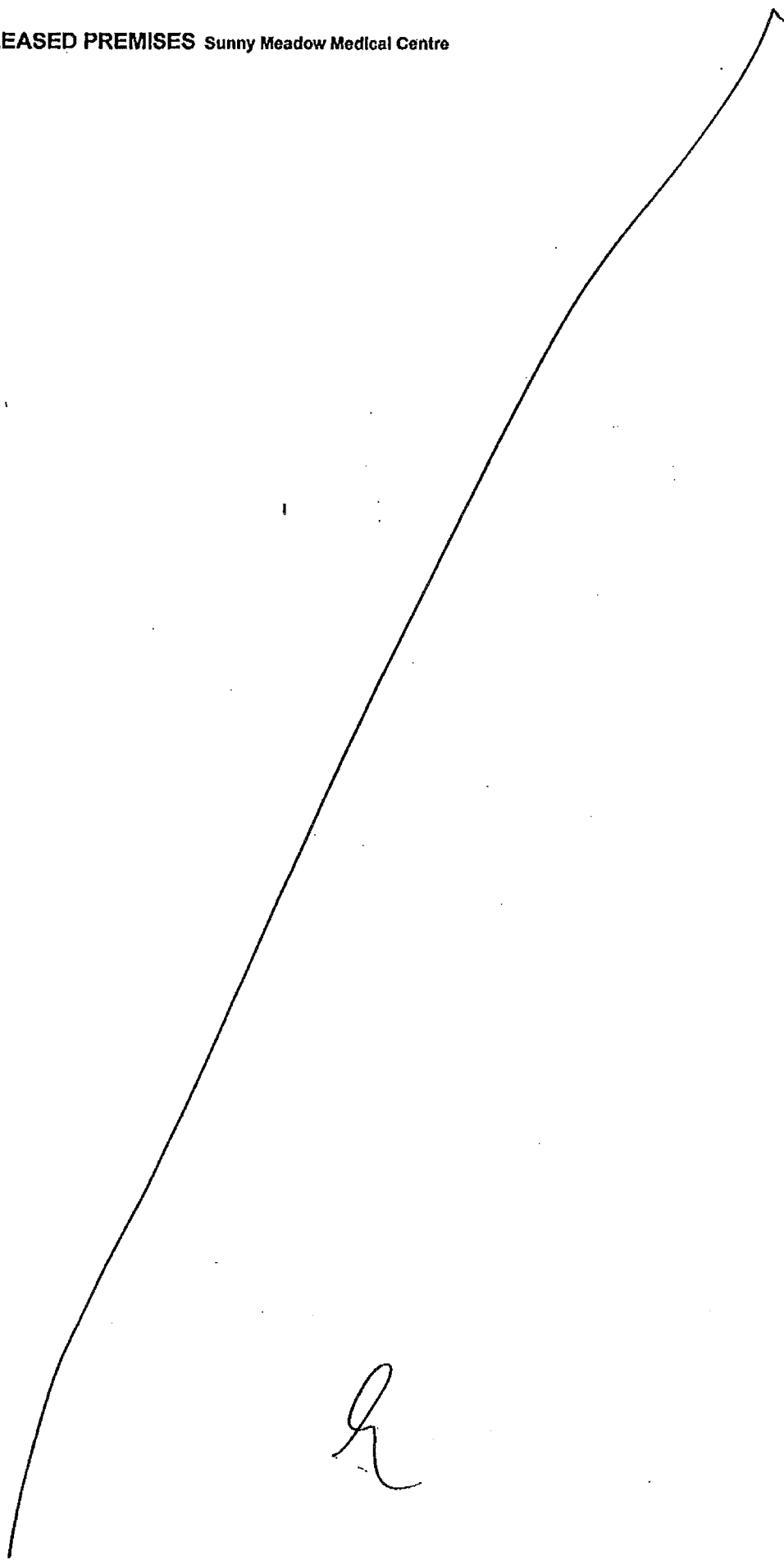
Title: _____

occupation: _____

I/We have authority to bind the corporation Sunny Meadow Medical

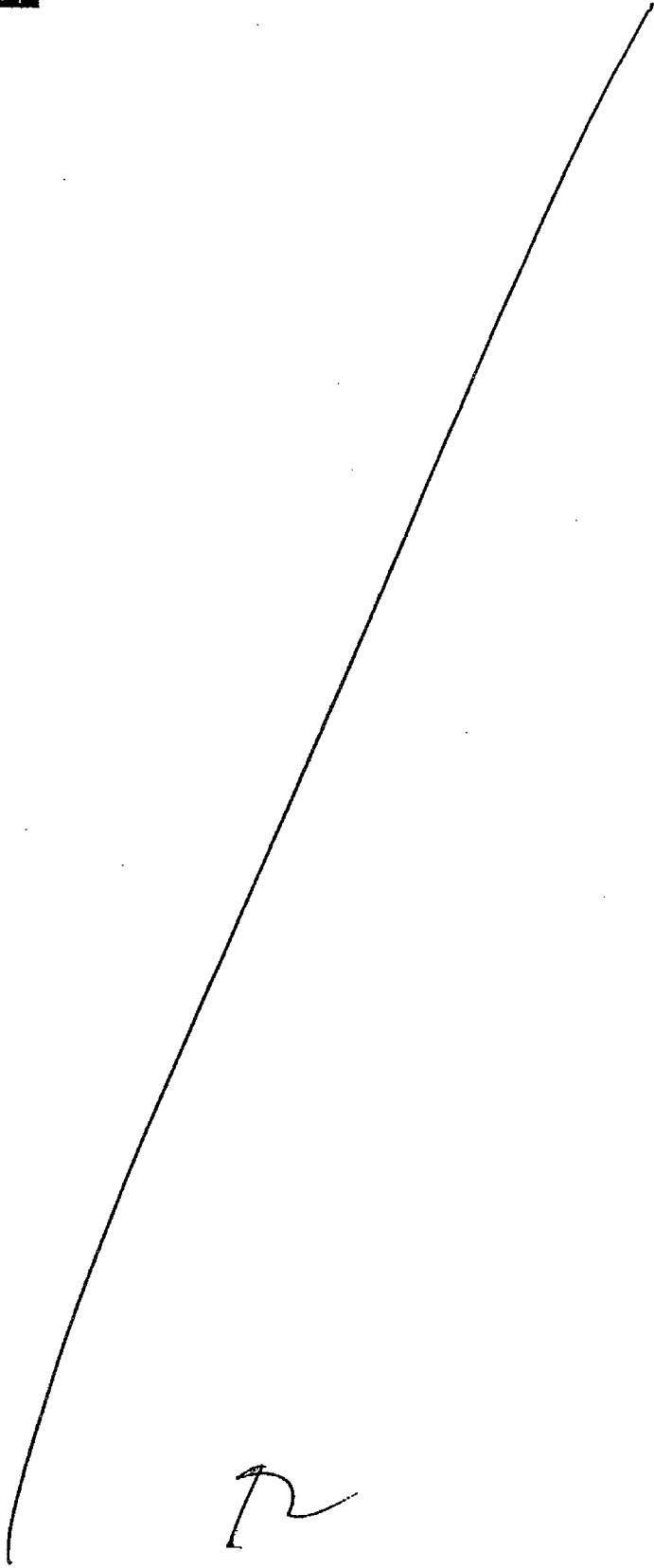
Centre

SCHEDULE A
PLAN SHOWING LEASED PREMISES Sunny Meadow Medical Centre
Page A1 - 1



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SCHEDULE A
LEGAL DESCRIPTION OF LAND
George W. Sullivan et al.



SCHEDULE B

DEFINITIONS

"Additional Rent" means all amounts except Basic Rent payable under the terms of this Lease.

"Article", "Item", "Schedule", "Section" and "Subsection" mean the specified article, item, schedule, section or subsection, as the case may be, of this Lease.

"Base Building Standards" means bare concrete floors; T-bar grid and ceiling tiles; sprinkler heads, fire alarm systems and fire hose cabinets (if applicable) to an open floor plan; demising walls finished and primed ready for paint; Building standard exterior window coverings; Building standard light fixtures to an open floor plan; heating, ventilation and air conditioning distribution to an open floor plan (including thermostats, control valves, ducting and air diffusers); heating convectors (if applicable) and Building standard entry door.

"Basic Rent" means the amount set out in Item 8 of the Term Sheet payable by the Tenant to the Landlord in respect of each year of the Term.

"Bio-Medical Waste" shall mean and include the following:

- (a) (i) surgical waste including all materials discarded from surgical procedures, including but not limited to, disposable gowns, soiled dressings, sponges, casts, lavage tubes, drainage sets, underpads and surgical gloves;
 - (ii) pathological waste including all human tissues and anatomical parts which emanate from surgery, obstetrical procedures, autopsy and laboratory;
 - (iii) biological waste including blood and blood products, excretions, exudates, secretions, suctionings and other body fluids including solid/liquid waste from renal dialysis;
 - (iv) isolation waste including all waste emanating from the care or treatment of a patient on any type of isolation or precaution except reverse (protective) isolation;
 - (v) cultures and stocks of etiologic agents and associated biologicals including, without limitation, specimen cultures, cultures and stocks of etiologic agents, wastes from production of biologicals and serums, and discarded live and attenuated vaccines;
 - (vi) laboratory waste which has come in contact with pathogenic organisms, including but not limited to, culture dishes, devices used to transfer, inoculate and mix cultures, paper and cloth which has come in contact with specimens or cultures;
 - (vii) animal carcasses exposed to pathogens in research, their bedding and other waste from such animals;
 - (viii) sharps, including any discarded article that may cause punctures or cuts, including but not limited to, needles, IV tubing with needles attached, scalpel blades, glassware, and syringes that have been removed from their original sterile containers; and
 - (ix) any other wastes identified as infectious or similar wastes in any other applicable federal, provincial or municipal laws, regulations and guidelines; and
- (b) "Chemotherapy Waste" (also known as antineoplastic or cytotoxic waste) means and includes discarded items, including but not limited to, masks, gloves, gowns, empty IV tubing bags, vials, syringes and other contaminated materials which have been contaminated by chemotherapeutic drugs or antineoplastic agents; and
- (c) any waste defined as bio-medical waste under any applicable law or regulation.

"Building" means the buildings, structures and improvements from time to time during the Term erected in, upon or under the Land municipally identified in Item 3 of the Term Sheet and all alterations and additions thereto and replacements thereof.

"Business Day" means any day which is not a Saturday, Sunday or a statutory holiday observed in the Province of Ontario.

"Capital Tax" means the applicable amount of any tax or taxes including but not limited to tax payable based upon or computed by reference to the paid-up capital or place of business of the Landlord as determined for the purposes of such tax or taxes; provided that for the purposes hereof, the "applicable amount" of such tax or taxes shall mean the amount thereof that would be payable if the Project were the only establishment of the Landlord in the jurisdiction of the taxing authority or if any other establishment of the Landlord therein were located outside that jurisdiction Sunny Meadow Medical Centre



"Claims" means claims, losses, actions, suits, proceedings, causes of action, demands, damages (direct, indirect, consequential or otherwise), judgments, executions, liabilities, responsibilities, costs, charges, payments and expenses including, without limitation, any professional, consultant and legal fees on a solicitor and client or substantial indemnity basis and any associated disbursements.

"Commencement Date" means the first day of the Term as specified in Item 7 of the Term Sheet.

"Common Elements" means the areas, facilities, utilities, improvements, equipment and installations (collectively, "elements") in the Project that, from time to time, are not intended to be leased to tenants of the Project (including, without limitation, elements within rentable premises that are intended for the benefit of tenants of the Project and their invitees and employees) or are designated from time to time as Common Elements by the Landlord and includes access roads, driveways and parking areas and facilities.

"Consultants" means any reference in this Lease to the Landlord's accountant, auditor, architect, surveyor or other consultant shall be deemed to be such duly qualified consultant appointed by the Landlord in its absolute discretion for the purposes of this Lease or of any provision hereof; and they will act in accordance with this Lease and the principles and standards of their professions. In determining any cost allocation the Landlord may rely on, and the parties shall be bound by, the decision or determination of the Landlord's Consultants.

"Environmental Laws" shall include any federal, provincial, municipal or local laws, statutes, regulations, ordinances, guidelines, guidance notes, policies, judge made laws or common laws and any orders of a court or governmental authority, relating in any way to the natural or human environment (including land, surface water, groundwater, and real, personal, moveable and immoveable property), public or occupational health and safety, and the manufacture, importation, handling, use, reuse, recycling, transportation, storage, disposal, elimination and treatment of a substance, hazardous or otherwise.

"Event of Default" means any of the following events:

- (a) all or any part of the Rent hereby reserved is not paid when due;
- (b) the Term or any goods, merchandise, stock in trade, chattels or equipment of the Tenant or any indemnifier is or are seized or taken or exigible in execution or in attachment or if a creditor takes possession thereof or if a writ of execution is issued against the Tenant or any Indemnifier;
- (c) the Tenant or any Indemnifier or any Person bound to perform the obligations of the Tenant in this Lease either as guarantor or indemnifier or as one of the parties constituting the Tenant takes any steps in furtherance of or suffers any order to be made for its winding-up or other termination of its corporate existence or becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding-up proceedings or if a receiver or receiver/manager shall be appointed for all or any part of the business, property, affairs or revenues of the Tenant or such Indemnifier or Person;
- (d) the Tenant makes a bulk sale of its goods or moves or commences, attempts or threatens to move its goods, chattels and equipment, or any of them, out of the Leased Premises (other than in the normal course of its business) or ceases to conduct business in the Leased Premises;
- (e) the Tenant fails to move into or take possession of the Leased Premises or vacates or abandons the Leased Premises in whole or in part or fails to actively carry on business therein;
- (f) a report or statement required from the Tenant under this Lease is materially false or misleading except if it results from an innocent clerical error as determined by the Landlord;
- (g) any policy of insurance taken out by either the Landlord or the Tenant with respect to the Project shall be cancelled by reason of any act or omission of the Tenant;
- (h) the Tenant enters into a Transfer except in compliance with the provisions of this Lease; or
- (i) the Tenant or any Indemnifier or any Person bound to perform the obligations of the Tenant pursuant to this Lease either as guarantor or indemnifier or as one of the parties constituting the Tenant fails to observe, perform and keep each and every covenant, agreement, provision, stipulation and condition herein contained to be observed, performed and kept by the Tenant or the Indemnifier, including observance and performance of the rules and regulations, (other than payment of Rent) and persists in the failure after 10 days' written notice by the Landlord requiring the Tenant to remedy, correct, desist or comply (or if any Sunny Meadow Medical Centre



breach would reasonably require more than 10 days to rectify, unless the Tenant commences rectification within the 10 day notice period and thereafter promptly, effectively and continuously proceeds with the rectification of the breach).

"Expropriated", "Expropriating" and "Expropriation" have the meanings ascribed in Section 10.06.

"Fiscal Year" means a period, from time to time determined by the Landlord, all or part of which falls within the Term, at the end of which the Landlord's accounts in respect of the Project are balanced for auditing or bookkeeping purposes. Such period shall be 12 months except when the Landlord designates a new date upon which the fiscal year shall end.

"Health Emergency" means a situation, either real or perceived, in which the Landlord determines, based on what it believes to be reliable advice, including, without limitation, advice from a medical professional or a directive, bulletin, notice or other form of communication from a public health official, that Landlord Persons or Tenant Persons are or may be exposed in or at the Building to imminent danger from any disease, virus or other biological or physical agent which may, in any way, be detrimental to human health including, without limitation, SARS and avian flu (H5N1) or any variant thereof.

"Indemnifier" means the Person, if any, so identified in the Term Sheet or in any amendment to or assumption of this Lease and who has signed this Lease or any Indemnity Agreement as Indemnifier.

"Indemnity Agreement" means the agreement attached as Schedule F.

"Land" means those lands legally described in Schedule A1 as same may be expanded or contracted from time to time.

"Landlord Person" means a human being who is an officer, director, employee or agent of: (i) the Landlord; (ii) the Landlord's Agent; (iii) any contractor which does work in connection with the Building; and (iv) any supplier of services in connection with the Building.

"Landlord's Agent" means the Person retained by the Landlord from time to time to operate or manage the Project which, as of the date of this Lease, is 2012241 ontario Limited.

"Lease" means this lease, the Term Sheet, and all Schedules attached hereto which are referred to in this lease and every properly executed instrument which by its terms amends, modifies or supplements this lease.

"Leased Premises" means those premises in the Building which are described and identified in Item 4 of the Term Sheet and which are marked in a distinguishing manner on the plan attached as Schedule A.

"Leasehold Improvements" means:

- (a) all improvements, fixtures, installations, alterations and additions from time to time made, erected or installed to or in the Leased Premises, in addition to, beyond or replacing the Base Building Standards, including all partitions however affixed (including moveable and demountable partitions), millwork and affixed wall units, internal stairways, doors, hardware, light fixtures, carpeting and other applied floor finishes, and heating, ventilating and air conditioning equipment and other building services not forming part of the Base Building Standards; and
- (b) alterations, improvements and equipment made or installed for the exclusive benefit of the Tenant elsewhere in the Project;

in either case whether or not installed by or on behalf of the Tenant and whether or not installed during the Term including, without limitation, all fixtures (except moveable trade fixtures) in the Leased Premises.

"Mortgagee" has the meaning ascribed in Section 13.04.

"Operating Costs" means in respect of any Fiscal Year the total of all costs, expenses and amounts, incurred or accrued in that Fiscal Year for or with respect to ownership, management, operation, maintenance, repair, upkeep, insurance, supervision, decoration, cleaning and upgrading of the Project and the determination and allocation of such costs, expenses and amounts, whether incurred or accrued by or on behalf of the Landlord or by or on behalf of the Landlord's Agent including, without limitation and without duplication:

Inclusions - if provided by the Landlord (subject to certain exclusions and deductions as hereinafter set out): Sunny Meadow Medical Centre

A.



- (a) the cost of providing and maintaining security, landscaping, gardening, recycling and snow and refuse removal;
- (b) the cost of heating, air conditioning and ventilating the Building and investigating and remedying air quality and moisture issues and issues related thereto, if any;
- (c) the cost of providing hot and cold or tempered water, electricity (including lighting) and all other utilities to all parts of the Project not otherwise paid by tenants;
- (d) the cost of providing janitor, window cleaning and general cleaning services including supplies to all parts of the Project including all premises leased to tenants of the Project;
- (e) the cost of replacement of building standard fluorescent tubes, light bulbs and ballasts in the Leased Premises and the costs of cleaning, maintaining and servicing of the electrical light fixtures in the Leased Premises if not separately invoiced pursuant to Section 7.02;
- (f) the cost of all insurance taken out and maintained by the Landlord under Article 9.00 and the cost of any deductible amount paid by the Landlord in connection with a claim under its insurance;
- (g) the rental or lease cost of all rented or leased equipment acquired for the operation or maintenance of the Project;
- (h) accounting costs incurred in connection with the Project including computations required for the imposition of charges to tenants and audit fees incurred for the determination of any costs hereunder and the reasonable costs of collecting and enforcing payment of such charges;
- (i) the cost of all equipment acquired for operation or maintenance of the Project if expensed fully in the Fiscal Year in which such equipment is acquired;
- (j) if expensed fully in the Fiscal Year in which the expense is incurred, the cost of any improvement, replacement, repair or alteration whether with respect to buildings, improvements, equipment, fixtures or otherwise and whether on-site or off-site which, in the opinion of the Landlord, is necessary to reduce or limit increases in Operating Costs or is required by the Landlord's insurance carriers or by any changes in the laws, rules, regulations or orders of any governmental authority having jurisdiction, including those necessary to comply with energy and water conservation, fire protection, pollution and environmental control standards and the costs of any procedures required with respect thereto;
- (k) the cost of investigating, assessing, testing, monitoring, removing, enclosing, encapsulating or abating any Pollutants which are in or about the Project or any part thereof or which have entered the environment from the Project, if the Landlord is required to do so or if, in the Landlord's opinion, it is harmful or hazardous to any Person or to the Project or any part thereof or to the environment;
- (l) the cost of repairs and replacements to or in respect of the Project including those resulting from normal wear and tear and otherwise and including those necessary with respect to the window coverings, decorations, elevators and escalators (if any), roof or any Parking Facilities;
- (m) the cost of repairs, replacements and improvements to systems and devices in the Project including, without limitation, the heating, ventilating, air conditioning, energy-saving and security systems and devices and telecommunications systems and devices;
- (n) at the Landlord's election (such election to be evidenced by the method of calculating Operating Costs for each Fiscal Year), either amortization, in an amount determined by the Landlord's accountant, of the cost (whether incurred before or during the Term and whether or not incurred by the party constituting the Landlord at any time or its predecessor in title or interest) of any repair, replacement, decoration or improvement of the Project not expensed within the Fiscal Year in which the expenditure was incurred and of all equipment required for the operation and maintenance of the Project not included within Operating Costs for the Fiscal Year in which the expenditure occurred in accordance with Subsections (i) and (j) above, or depreciation in an amount determined by the Landlord's accountant based on the cost (whether incurred before or during the Term and whether or not incurred by the party constituting the Landlord at any time or its predecessor in title or interest) of any of those items which the Landlord in its absolute discretion has elected to treat as capital in nature together with, in each case, an amount equal to interest at the Prime Rate plus 1.5% per annum on the undepreciated or unamortized amount thereof; Sunny Meadow Medical Centre



(o) the amount of all salaries, wages and fringe benefits paid to or for the benefit of, and all costs associated with the termination of the employment of, employees and others engaged either full-time or part-time in the operation or maintenance of the Project;

(p) amounts paid for service contracts with independent contractors;

(q) the cost of energy audits, conservation studies and other measures taken to conserve energy, reduce utility consumption and/or greenhouse gas emissions or reduce costs or liability and the cost of developing a plan for, and modifying and operating the Building, to achieve BOMA BEST environmental certification or LEED EB (short for Leadership in Energy and Environmental Design Existing Building) standard, or equivalent;

(r) the cost of preparing a pandemic risk assessment and/or a Health Emergency plan, as well as the cost of dealing with a Health Emergency;

(s) the cost of renting, operating and maintaining Project signs and providing directional signage;

(t) any Sales Taxes for which the Landlord does not receive an input tax credit;

(u) all other expenses of every nature incurred in connection with the maintenance and operation of the Project;

(v) the cost of direct supervision attributable to any of the above;

(w) the fair rental value of space in the Building occupied by the Landlord, its manager or personnel in connection with the Services;

(x) a portion, as determined by the Landlord, acting reasonably and equitably, of the operating costs for common elements which are situate outside of the Project and which either exclusively serve the Project or jointly serve the Project and other projects; and

(y) any Capital Tax imposed upon the Landlord provided that if the Capital Tax payable by the Landlord in this connection is for a period not coinciding with the Fiscal Year, the amount of the Capital Tax included in Operating Costs in each Fiscal Year shall be that amount payable by the Landlord accruing during the Fiscal Year; plus a management fee equal to that amount paid to the Landlord's Agent in respect of management of the Project or any part thereof or the Landlord's reasonable charges in lieu thereof if the Landlord elects to self manage the Project or any part thereof, which fee shall be in keeping with the industry standard.

B. Exclusions - Operating Costs shall exclude, without duplication and without limiting the generality of the foregoing, and except to the extent expressly included above:

(a) debt service;

(b) major structural repairs;

(c) costs determined by the Landlord from time to time to be fairly allocable to the correction of initial construction faults or initial maladjustments in operating equipment, but only to the extent that such costs are recovered from the contractor or others responsible;

(d) any ground rent payable by the Landlord in respect of a lease of the Land or part thereof; and

(e) tenant improvement allowances, leasing commissions and leasing costs.

C. Deductions - There shall be deducted from Operating Costs:

(a) the proceeds of insurance recovered by the Landlord applicable to damage, the cost of repair of which was included in the calculation of Operating Costs paid by the Tenant; and

(b) amounts recovered as a result of direct charges to the Tenant and other tenants to the extent that the cost thereof was included in the calculation of Operating Costs.

"Parking Facilities" means that part of the Project containing parking facilities with vehicular access thereto including, without limitation, parking spaces, ramps, circulation space, vehicular entrances and exits, the structural elements thereof and services, facilities and systems contained in or servicing such parking facilities Sunny Meadow Medical Centre



"Person" means an individual, partnership, firm, corporate entity, trust, syndicate, unincorporated organization, government or any department or agency thereof or any combination of them.

"Pollutants" means any substance which is regulated by or which would be considered a contaminant, pollutant, waste or deleterious or hazardous substance under Environmental Laws, or which is or may be hazardous to persons or property or detrimentally affect property value and includes, without limiting in any way the generality of the foregoing:

(a) radioactive materials;

(b) explosives;

(c) any substance that, if added to any air, land and/or water, would degrade or alter or form part of a process of degradation or alteration of the quality of that air, land and/or water, to the extent that it is detrimental to its use by human beings or by any animal or plant;

(d) any solid, liquid, gas, microorganism, mould, sound, vibration, ray, heat, radiation, odour or combinations of any of them that is likely to alter the quality of the environment (including air, land and water) in any way or the presence of which in the environment is prohibited by regulation or is likely to affect the life, health, safety, welfare or comfort of human beings or animals or to cause damage to or otherwise impair the quality of soil, vegetation, wildlife or property;

(e) toxic substances;

(f) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental or municipal authority having jurisdiction over the Landlord, the Tenant, the Leased Premises or the Project of which the Leased Premises form a part;

(g) any substance, the use or transportation of which or the release of which into the environment is prohibited, regulated, controlled or licensed under Environmental Laws;

(h) anything contaminated by any Pollutants; and

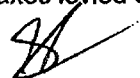
(i) Bio-Medical Waste.

"Prime Rate" means the rate of interest per annum established from time to time by The Bank of Nova Scotia (or such other bank being one of the 5 largest Canadian chartered banks measured by assets as the Landlord may designate from time to time) at its head office in Toronto, Ontario as the reference rate of interest to determine interest rates it will charge on Canadian dollar loans to its Canadian customers and which it refers to as its "prime rate".

"Project" means the Land and Building and includes, without limitation, all Common Elements.

"Property Tax Year" means the 12 month period set by the municipal taxing authorities as the period for and over which Property Taxes and, where applicable, business taxes are assessed, charged and payable by the owner or occupant of the Project or Leased Premises respectively, whether on a calendar or fiscal year or any other basis.

"Property Taxes" means all taxes, rates, levies, duties and assessments whatsoever whether municipal, school, provincial, parliamentary or otherwise levied, charged, imposed or assessed against the Project or upon the Landlord in respect thereof or from time to time levied, charged, imposed or assessed in the future in lieu thereof or in addition thereto, including, without limitation, those levied, charged, imposed or assessed for education, school and local improvements and all business taxes, if any, from time to time payable by the Landlord or levied against the Landlord on account of its ownership of, or interest in, or the operation of the Project; and all costs and expenses incurred by the Landlord in good faith in contesting, resisting or appealing any such taxes, rates, duties, levies or assessments including, without limitation, legal fees on a solicitor and client or substantial indemnity basis and other professional fees and interest and penalties on deferred payments, but excluding income or profits taxes upon the income of the Landlord. If any portion of the Project is assessed or taxed other than at the prevailing commercial assessment rates and mill rates due to the occupancy of any tenants or the nature of any tenant's operation, then the amount of such taxes, rates, levies, duties or assessments shall be adjusted to be an amount equal to the amount which would have been incurred had such portion of the Project been assessed and taxed at the prevailing commercial assessment rates and mill rates throughout the entire period for which the calculation is being made. Any tax levied on commercial property or other like tax based on the area or use of the Project or the Leased Premises or any tax on rent imposed in lieu of the foregoing taxes are included herein. Property Taxes shall not include any Business Taxes payable by the Tenant pursuant to Section 8.02 and any similar Taxes levied or assessed separately against other rentable premises in the Project Sunny Meadow Medical Centre



"Rent" means the aggregate of all amounts payable by the Tenant to the Landlord under this Lease. Provided that any and all amounts so payable which are collectible by the Landlord as agent of a taxing authority and which are Taxes imposed by that authority on the Tenant are included in Rent so as to determine the Landlord's rights and remedies in the case of delay or failure to pay the same notwithstanding that the same do not accrue to the Landlord as rent hereunder.

"Rentable Area" means the area of the Leased Premises, the Building or any part thereof as determined by the Landlord and which may be adjusted from time to time to give effect to any structural or functional change and any change in the leasing pattern in the Building, and which shall be calculated in accordance with the BOMA ANSI standards specified in Item 5 of the Term Sheet (except to the extent altered by this definition) as follows:

(a) in the case of premises occupying the whole of one or more floors, the Rentable Area of such premises shall be determined by measuring to and from the inside finish of permanent outer Building walls or from the glass line, whichever extends further, but shall not include stairs and elevator shafts (except stairs and elevators exclusively serving the Tenant where the Leased Premises consist of more than one floor), flues, stacks, pipe shafts and vertical ducts with their enclosing walls. Washrooms, air conditioning equipment rooms, fan rooms, janitors' closets, electrical closets and other closets serving that floor or floors shall be included in the Rentable Area of such premises. No deductions shall be made for columns and projections necessary to the Building;

(b) in the case of premises occupying part of a floor, the Rentable Area of such premises shall be determined by measuring from and to whichever of the following form the boundaries of such premises: the inside finish of permanent outer Building walls or from the glass line, whichever extends further; the centre of partitions which separate such premises from adjoining premises or public and/or service areas; and the office side of the corridor walls or other permanent partitions, without in any case, deduction for columns and projections necessary to the Building, and includes washrooms, air conditioning equipment rooms, fan rooms, janitors' closets, electrical closets and other closets within and serving the Leased Premises exclusively, but does not include stairs and elevator shafts supplied by the Landlord for use in common with other tenants, and flues, stacks, pipe shafts or vertical ducts with their enclosing walls within the Leased Premises; the Rentable Area as so determined shall have added thereto a portion of the area of the public and/or service areas on such floor which, without limitation, shall include corridors, elevator lobbies, washrooms, air conditioning equipment rooms, fan rooms, janitors' closets, electrical closets and other closets serving that floor. The portion of such area of the public and/or service areas so added shall be that portion from time to time which the Rentable Area of such premises bears to the Rentable Area of all premises leased or set aside from time to time for leasing by the Landlord on that floor (including such premises).

"Sales Taxes" means goods and services taxes payable pursuant to Part VIII and IX of the *Excise Tax Act*, as amended and re-enacted from time to time, as well as any blended or harmonized sales tax which combines such taxes with provincial sales taxes (however characterized or named), and any other like taxes levied from time to time by any governmental authority having jurisdiction, against Rent and any other charges payable under this Lease.

"Security Deposit" has the meaning ascribed in Section 4.02.

"Service(s)" means those activities, personnel, facilities, systems and supplies required for the complete decoration, repair, administration, replacement, maintenance, improvement and operation of the Project.

"Taxes" means comprehensively all various classes and types of taxes, rates, levies, fees, duties, charges and assessments from whatever source arising and levied, rated, imposed, assessed, conferred or chargeable against the Project, the Leased Premises or in respect of the occupancy and activity carried on therein or on account of the Landlord's ownership of or interest in the Project or on account of rents payable with respect therefor and includes Property Taxes, business taxes or any like tax or other amount levied or assessed in lieu of, in addition to, or in substitution therefor, whether or not similar to or of the foregoing character and whether or not in existence on the date hereof, together with an administrative charge for allocation of Taxes and all costs and expenses incurred by the Landlord in good faith in contesting, resisting or appealing any such taxes, rates, duties, levies or assessments including, without limitation, legal fees on a solicitor and client or substantial indemnity basis and other professional fees and interest and penalties on deferred payments, but excluding income or profits taxes upon the income of the Landlord.

"Tenant Person" means a human being who is an officer, director or employee of: (i) any tenant or occupant of the Building or any invitee of a tenant or occupant of the Building; (ii) a contractor which does work for any tenant or occupant of the Building; and (iii) a supplier of services in connection with any area or space suitable for use or occupation in the Building Sunny Meadow Medical Centre

"Tenant's Occupancy Costs" means for each Fiscal Year the Tenant's Proportionate Share of the Operating Costs and the Tenant's Proportionate Share of Taxes, in each case for that Fiscal Year.

"Tenant's Proportionate Share" means a fraction, the numerator of which is the Rentable Area of the Leased Premises and the denominator of which is the Total Rentable Area of the Building.

"Term" means the period of time set out in Item 7 of the Term Sheet unless sooner terminated.

"Term Sheet" means the pages identified as Term Sheet attached to this Lease; and all information and particulars contained therein shall form part of this Lease.

"Total Rentable Area of the Building" means the total Rentable Area of the Building located at or above grade level.


"Transfer" means:

(a) an assignment, sublease, licensing or other disposition by the Tenant of this Lease or any interest therein or any interest in the Leased Premises (whether or not by operation of law) or in a partnership that is the Tenant under this Lease, or a mortgage or charge (floating or otherwise) or other encumbrance of or upon this Lease by the Tenant, except a Transfer that occurs on the death of the Transferor;

(b) a parting with or sharing of possession of all or part of the Leased Premises; and

(c) a transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription, of all or part of the corporate shares of the Tenant which results in a change in the effective voting control of the Tenant (unless the Tenant is a corporation whose shares are traded on a stock exchange in Canada or the United States of America or is a subsidiary of such a corporation).

"Transferor" and **"Transferee"** have meanings corresponding to the definition of "Transfer". In the case of a Transfer described in item (c) of the definition of Transfer, the Transferor is the Person that has or would have effective voting control before the Transfer and the Transferee is the Person that has or would have effective voting control after the Transfer. The singular and plural forms of defined words and phrases shall have corresponding meanings.



**SCHEDULE C
RULES AND REGULATIONS**

- 1. Definition** - In these rules and regulations, "Tenant" includes the employees, servants, agents, invitees, subtenants and licensees of the Tenant and others over whom the Tenant can reasonably be expected to exercise its control.
- 2. Common Elements** - The Landlord reserves entire control of the Common Elements and will maintain them in such manner as it deems best for the benefit of the tenants generally. The Landlord reserves the right to restrict and regulate the use of the Common Elements by the Tenant and by persons making deliveries to the Tenant.
- 3. Smoking** - Smoking is not permitted in the Building or in any area outside of the Building and on the Land which has not been designated by the Landlord as a smoking area.
- 4. Obstructions** - The sidewalks, driveways, entrances, vestibules, passages, corridors, halls, elevators and stairways shall not be encumbered or obstructed by the Tenant or be used by it for any purpose other than for entrance to and exit from the Leased Premises.
- 5. Deliveries** - The Tenant shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area or other Common Elements. The Tenant shall ensure that deliveries of materials and supplies to the Leased Premises are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the Landlord and shall promptly pay or cause to be paid to the Landlord the cost of repairing any damage in or to the Building caused by any person making such deliveries. The Landlord reserves the right to remove at the expense and risk of the owner any vehicle not using designated "vehicle standing" areas.
- 6. Security** - The Landlord may from time to time adopt appropriate systems and procedures for the security and safety of the Building including restricting access during non-business hours and the Tenant shall comply with the Landlord's reasonable requirements relating thereto.
- 7. Locks** - No additional locks or bolts of any kind shall be placed by the Tenant upon any of the doors or windows of the Leased Premises, nor shall any changes whatsoever be made to existing locks or the mechanics thereof except by the Landlord at its option. The Tenant shall not permit any duplicate keys to be made, but additional keys as reasonably required shall be supplied by the Landlord when requested by the Tenant in writing and at the Tenant's expense. Upon termination of this Lease, the Tenant shall surrender to the Landlord all keys to the Leased Premises and any other parts of the Building together with any parking passes or other devices permitting entry.
- 8. Antennae** - The Tenant shall not mount or place an antenna or aerial of any nature on the exterior of the Leased Premises or Building or, unless it first obtains the Landlord's prior written consent, anywhere within the Leased Premises.
- 9. Garbage** - The handling and disposal of garbage shall comply with arrangements prescribed by the Landlord from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate in the Leased Premises and the cost of removal or clearing of quantities in excess of such normally provided service may be charged to the Tenant.
- 10. Recycling** - The Tenant shall participate in all Building recycling, energy reduction and water conservation programs as may be determined by the Landlord from time to time.
- 11. Repairs, Alterations and Improvements** - The Tenant shall carry out repairs, maintenance, alterations and improvements in the Leased Premises only during times agreed to in advance by the Landlord and in a manner which will not interfere with the rights of other tenants in the Building.
- 12. Maintenance** - The Tenant shall provide adequate facilities and means to prevent the soiling of walls, floors and carpets in and abutting the Leased Premises whether by shoes, overshoes, any acts or omissions of the Tenant or otherwise.
- 13. Installations and Wiring** - The Tenant shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Leased Premises and the Building except with the prior written consent of the Landlord and as it may direct. If the Tenant desires electrical or communications connections, the Landlord reserves the right to direct qualified persons as to where and how the wires should be introduced, and without such directions, no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized in writing by the Landlord.
- 14. Heating, Air Conditioning and Plumbing Systems** - The Tenant shall not attempt any repairs, alterations or modifications to the heating, air conditioning or plumbing systems. Sunny Meadow Medical Centre


- 15. Water Fixtures** - The Tenant shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the Tenant shall pay the cost of any breakage, stoppage or damage resulting from a violation of this provision.
- 16. Personal Use of Leased Premises** - The Leased Premises shall not be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes as permitted under this Lease.
- 17. Solicitations** - The Landlord reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building.
- 18. Heavy Articles** - The Tenant shall not, in the Leased Premises or the Building, bring in, take out, position, construct, install or move anything liable to injure or destroy any part of the Building including, without limiting the generality of the foregoing, any safe, business machinery or other heavy machinery or equipment without the prior written consent of the Landlord. In giving such consent, the Landlord shall have the right, in its sole discretion, to prescribe the permitted weight and the position thereof, and the use and design of planks, skids or platforms required to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or machinery shall be repaired at the expense of the Tenant. The moving of all heavy equipment or other machinery shall occur only by prior arrangement with the Landlord.
- 19. Bicycles, Animals** - The Tenant shall not bring any animals, except for guide dogs, into the Building and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by the Landlord for such purposes.
- 20. Furniture and Equipment** - The Tenant shall ensure that furniture, equipment and fixtures being moved into or out of the Leased Premises are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Landlord and shall promptly pay or cause to be paid to the Landlord the cost of repairing any damage in the Building caused thereby.
- 21. Heating / Cooling** - The Tenant shall not use any means of heating or cooling the Leased Premises other than that provided by or specifically otherwise permitted in writing by the Landlord.
- 22. Undue Electrical Loads, Heat, Vibration or Interference** - No material or equipment which could cause undue loads on electrical circuits or undue vibration, heat or noise or which could interfere with wireless or other communications shall be brought into the Building or used therein by or on behalf of the Tenant and no machinery or tools of any kind shall be affixed to or used in the Leased Premises without the prior written consent of the Landlord.
- 23. Fire Regulations** - The Tenant shall not do or permit anything to be done in the Leased Premises or bring or keep anything therein which will in any way increase the risk of fire, or obstruct or interfere with the rights of other tenants, or violate or act at variance with the laws relating to fires or with the regulations of the fire department or the board of health. The Tenant shall cooperate in any fire drills and shall participate in all fire prevention or safety programs designated by the Landlord.
- 24. Flammable Materials** - No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Leased Premises.
- 25. Food and Beverages** - Only persons approved from time to time by the Landlord may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building or use the elevators, corridors or other Common Elements for any such purpose. The Tenant shall not permit in the Leased Premises the use of equipment for the preparation, serving, sale, distribution or dispensing of food and beverages except with the prior written consent of the Landlord and in accordance with arrangements approved by the Landlord.
- 26. Notice of Accidents** - The Tenant shall give immediate notice to the Landlord in case of fire or accident in the Leased Premises or in the Building, or in case of defects therein or in any fixtures or equipment thereof, notwithstanding the Landlord may have no obligations with respect thereto.
- 27. Janitorial Services** - The Tenant shall not use or engage any person or persons other than the janitor or janitorial contractor of the Landlord for the purpose of any cleaning of the Leased Premises, except with the prior written consent of the Landlord.
- 28. Dangerous or Immoral Activities** - The Tenant shall not make any use of the Leased Premises which could result in risk or injury to any person, nor shall the Leased Premises be used for any immoral or criminal purpose.

Sunny Meadow Medical Centre

29. **Proper Conduct** - The Tenant shall not perform any acts or carry on any practice which may damage the Common Elements or be a nuisance to any other tenant in the Project.
30. **Health Screening** - The Landlord shall be entitled, during such time as there is a Health Emergency, to require all occupants of the Building to comply with reasonable measures imposed in respect thereof by the Landlord, including health screening, the use of hand washing and other sanitation products directly related to the management of the Health Emergency, attendance at mandatory training sessions, and the use of additional protective clothing by all occupants, invitees and tenants such as protective barriers, gloves and masks.
31. **Access During Health Emergency** - During a Health Emergency, the Landlord shall be entitled to specify modes of ingress and egress from and to the Building for tenants generally, or for specific tenants, occupants or invitees who may have a heightened risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other tenants, invitees or visitors in the Building.
32. **Disclosure by Tenant** - The Tenant shall take reasonable steps to inform the Landlord of any outbreak of an infectious disease amongst its employees where such outbreak may impact the health and/or safety of other tenants in the Building or lead to a Health Emergency.
33. **Health Emergency Drills** - The Tenant shall participate in any Health Emergency drill that the Landlord shall choose to implement, acting reasonably, in preparation for a Health Emergency.
34. **Additional Rules and Regulations** - The Landlord shall have the right to make such other and further reasonable rules and regulations as in its sole judgment may from time to time be necessary or of benefit for the safety, care, cleanliness and appearance of the Project and for the preservation of good order therein.



SCHEDULE D
LANDLORD'S WORK

AS PER ~~AGREEMENT~~
DRAWING FROM DRAWING 



**SCHEDULE E
ADDITIONAL COVENANTS, AGREEMENTS AND CONDITIONS (if any)**

GR

GR

**SCHEDULE F
FORM OF INDEMNITY AGREEMENT (if applicable)**

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8

INDEMNITY AGREEMENT

THIS AGREEMENT made the day of , 20

BETWEEN:

(the "Indemnifier")

AND:

2012241 ontario ltd

a company amalgamated under the laws of Canada and registered to carry on business in the Province of Ontario

(collectively the "Landlord")

1. FOR VALUE RECEIVED and in consideration of and as an inducement to the Landlord entering into the lease dated the day of , 20 and made between the Landlord and as Tenant of certain premises located in the Landlord's building or complex known as 40 Peel Centre Drive, in the City of Brampton, in the Province of Ontario (the "Lease"), which premises are more particularly described in the Lease (the "Leased Premises"), the Indemnifier covenants and agrees with the Landlord that the Indemnifier will:

(a) make due and punctual payment during the term of the Lease and any renewal thereof (hereinafter referred to as the "Indemnification Period") of all amounts expressed to be payable under the Lease during the Indemnification Period whether as Rent or otherwise;

(b) observe and perform during the Indemnification Period all covenants and agreements in the Lease contained on the part of the Tenant to be observed and performed during the Indemnification Period; and

(c) indemnify and hold harmless the Landlord from any and all loss, costs or damages arising out of any failure to pay any of the said amounts and/or any failure to observe and perform any of the said covenants and agreements.

2. This Agreement and the obligations of the Indemnifier hereunder shall not be terminated or impaired by reason of the granting by the Landlord of any indulgences to the Tenant or the assertion by the Landlord against the Tenant of any of the Landlord's rights or remedies under the Lease or by the release of the Tenant from any of the Tenant's obligations under the Lease by operation of law or otherwise, whether or not the Indemnifier has received notice of same. The Indemnifier waives all suretyship defence and waives notice of any default by the Tenant in the payment of any amounts expressed to be payable under the Lease or in the observance and performance of any of the covenants and agreements therein contained. The obligations of the Indemnifier shall:

(a) continue until all of the said amounts accruing during the Indemnification Period have been paid and all of the said covenants and agreements have been observed and performed or until the Landlord shall have delivered to the Indemnifier an instrument in writing discharging the Indemnifier from the Indemnifier's obligations hereunder;

(b) be independent of the obligations of the Tenant and be construed for all purposes as if the Indemnifier were a primary obligor and not merely a surety for the obligations of the Tenant under the Lease; and

(c) be unaffected by any failure of the Landlord to enforce any of the covenants and agreements in the Lease.

3. This Agreement shall continue in full force and effect as to, and notwithstanding, any renewal, amendment, modification, extension, assignment or transfer of the Lease or any subletting of the Leased Premises, whether or not the Indemnifier shall have received notice of or consented

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the same. The Indemnifier further acknowledges and agrees that the Landlord shall be entitled, without prior notice or demand and without affecting the obligations of the Indemnifier hereunder, to:

- (a) change the time or manner of payment of any amounts expressed to be payable under the Lease;
- (b) modify or supplement any of the covenants and agreements in the Lease;
- (c) grant extensions of time, indulgences, releases or discharges in respect of the payment of any amounts or the observance and performance of any covenants and agreements;
- (d) renew the Lease pursuant to the renewal provisions therein contained, if any;
- (e) assign the Lease or the benefit of any amounts expressed to be payable thereunder;
- (f) consent to an assignment of the Lease by the Tenant or to a sublease by the Tenant of all or any part of the Leased Premises;
- (g) consent to changes in the Leased Premises and to any lease of additional space by way of amendment to the Lease;
- (h) assign this Agreement in whole or in part; and
- (i) take or require security from the Tenant.

4. The liability of the Indemnifier under this Indemnity Agreement is primary and absolute and, in the event of a default under the Lease, the Indemnifier waives any right to require the Landlord to:

- (a) proceed against the Tenant or pursue any rights and remedies with respect to the Lease;
- (b) proceed against or exhaust any security of the Tenant held by the Landlord; or
- (c) pursue any other remedy whatsoever in the Landlord's power before proceeding against the Indemnifier under this Agreement.

The Landlord shall have the right to enforce this Agreement regardless of the release or discharge of the Tenant by the Landlord or by others or by operation of law.

5. The Landlord's delay or failure to insist upon the strict performance or observance of any obligation of the Tenant under the Lease or to exercise any right or remedy available under the Lease or at law or in equity or to give the Indemnifier notice of default by the Tenant shall not be construed to be a waiver of the Landlord's right to insist upon such strict performance or observance or to exercise any such right or remedy. Receipt by the Landlord of rent or other payment with knowledge of a breach of any term or condition of the Lease shall not be construed to be a waiver of such breach.

6. The liability of the Indemnifier hereunder shall not be deemed to have been waived, released, discharged, impaired, affected or limited by: (i) the release or discharge of the Tenant in any receivership, bankruptcy, winding-up or other creditors' proceedings; (ii) the impairment, limitation or modification of the liability of the Tenant or the estate of the Tenant in bankruptcy or of any remedy for the enforcement of the Tenant's said liability under the Lease, resulting from the operation of any present or future provision of any bankruptcy laws or other statutes or from the decision in any court; (iii) the rejection, repudiation, disaffirmance or disclaimer of the Lease in any such proceedings; (iv) any disability or other defence of the Tenant; or (v) the cessation, from any cause whatsoever, of the liability of the Tenant. The liability of the Indemnifier shall not be affected by any repossession of the Leased Premises by the Landlord provided, however, that the net payments received by the Landlord after deducting all costs and expenses of repossession and/or reletting the same shall be credited from time to time by the Landlord to the account of the Indemnifier and the Indemnifier shall pay any balance owing to the Landlord from time to time immediately upon ascertainment.

7. Until all the terms, conditions and agreements of the Lease are fully performed and observed by the Tenant, the Indemnifier hereby waives the right to enforce any claim, right or remedy which the Indemnifier has or hereafter shall have against the Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of the Indemnifier hereunder and the Indemnifier hereby subordinates any liability or indebtedness of the Tenant now or hereafter held by the Indemnifier to the obligations of the Tenant to the Landlord under the Lease.

8. In the event of either the termination of the Lease (except by a surrender of the Lease by the Tenant accepted in writing by the Landlord) or a repudiation or disclaimer of the Lease pursuant to any statute, then in either case at the sole option of the Landlord exercisable at any time within 6 months of such termination, repudiation or disclaimer, as the case may be, the Indemnifier agrees to Sunny Meadow Medical Centre

execute and deliver a new lease of the Leased Premises between the Landlord and the Indemnifier as tenant for a term equal to the residue of the term of the Lease remaining unexpired at the time of such termination, repudiation or disclaimer. Such new lease shall contain the same covenants, obligations, agreements, terms and conditions in all respects (including the proviso for re-entry) as are contained in the Lease, save for the term which shall be as aforesaid.

9. No action or proceeding brought or instituted under this Agreement and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Agreement by reason of any further default under the Lease.

10. Any notice required or permitted hereunder shall be given in writing and delivered either: (i) personally; (ii) by prepaid courier service; (iii) by facsimile with confirmation of transmission; or (iv) by registered mail, postage prepaid:

to the Landlord at the Landlord's head office:

c/o 2012241 Ontario Ltd
470 Chrysler Drive Unit 20
Brampton Ontario

with a copy to the Landlord's manager as follows:

c/o

Attention: Vice President, Property Management, Office/Industrial, Central Canada

Facsimile

and to the Indemnifier at:

Attention:

Facsimile Number:

Notwithstanding the provision of any statute or law relating thereto, service by means of electronic mail of any notice required to be given in writing by either party hereto pursuant to this Agreement shall not constitute good and effective service.

Any notice shall be considered to have been given or made: (i) if delivered personally or by prepaid courier, on the day of delivery; (ii) if sent by facsimile and received on or before 4:30 p.m. local time for the recipient, on the day of transmission if transmitted on a Business Day; (iii) if sent by facsimile and received after 4:30 p.m. local time for the recipient or if transmitted on any day other than a Business Day, on the next Business Day following; or (iv) if sent by registered mail, 3 Business Days following the date upon which it was mailed. Either party may from time to time by notice in writing to the other designate another address or addresses in Canada as the address to which notices are to be sent. If the postal service is interrupted or substantially delayed or threatened to be interrupted or delayed, any notice shall only be delivered by one of the alternate methods stated above.

11. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and, with the exception of any alternate dispute resolution agreed upon by the parties, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario.

12. All the terms of this Agreement shall extend to and be binding upon the Indemnifier, its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and shall enure to the benefit of and may be enforced by the Landlord, its successors and assigns, including the holder of any mortgage to which the Lease is subject and subordinate. If there is more than one Indemnifier or the Indemnifier is a male or female person or corporation, this Agreement shall be read with all grammatical changes appropriate by reason thereof, and all covenants, liabilities and obligations shall be joint and several.

13. This Indemnity Agreement is irrevocable and may not be changed, affected, discharged or terminated other than by an agreement in writing signed by the Indemnifier and the Landlord. Neither this Indemnity Agreement nor any rights or obligations of the Indemnifier may be assigned by the Indemnifier without the prior written consent of the Landlord. Sunny Meadow Medical Centre

14. The Indemnifier acknowledges that the Landlord hereby advises the Indemnifier to obtain advice from independent legal counsel prior to signing this Indemnity Agreement. The Indemnifier further acknowledges that any information provided by the Landlord is not to be construed as legal, tax or any other expert advice and the Indemnifier is cautioned not to rely on any such information without seeking legal, tax or other expert advice.

15. The Indemnifier shall pay all costs and expenses paid or incurred by the Landlord in enforcing either the Lease or this Agreement, including court costs and legal fees on a solicitor and client or substantial indemnity basis, whether or not legal counsel is employed or retained by the Landlord.

16. It is the intention of the parties hereto that this Agreement be interpreted as a contract made under seal.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first set forth above.

SIGNED, SEALED AND DELIVERED

WITNESS to signature of Indemnifier: **INDEMNIFIER:**

signature: _____ By: _____

Name:

print name: _____ Title: *c/s*

address: _____ By: _____

Name:

_____ Title:

occupation: _____ I/We have authority to bind the corporation

LANDLORD:

2012241 ontario ltd

By: _____

Name:

Title: *c/s*

By: _____

Name:

Title:

We have authority to bind the corporation

LANDLORD:

50 sunnymeadows medical centre

By: _____

Name:

Title: *c/s*

By: _____

Name:

Title:

We have authority to bind the corporation

SCHEDULE G

CONTENTS OF LEASED PREMISES

- The following Schedule G is referred to in Section 9.05, Environmental Issues, in this Lease.

- All contents and materials, other than standard office furnishings and supplies, stored in the Leased Premises are as follows:

(please include, in detail, all materials, Pollutants, including but not limited to, chemicals and related items that are used and/or stored in the Leased Premises) Sunny Meadow Medical Centre

RIDER 1 (Section 9.05)

9.05 Environmental Issues

(1) Landlord's Requirements - The Tenant shall maintain in the Leased Premises or Project only those Pollutants set out in Schedule G hereto and, if requested at any time or from time to time by the Landlord during the Term, provide the Landlord with a list indicating the type, quantity and purpose of such Pollutants set out in Schedule G. The Tenant shall notify the Landlord in writing of any proposed changes to Schedule G and the Tenant must receive the Landlord's prior written consent to any such changes, which consent may be arbitrarily withheld. It is expressly prohibited for the Leased Premises to be used for the sale, transport, transfer, production, storage, manufacture, processing, packaging of, or other dealing with, any Pollutants except if, and so long as, approved by the Landlord in writing (which approval may be withdrawn at any time notwithstanding any provision of this Lease or the Term Sheet) and whenever such approval is given, such sale, transport, transfer, production, storage, manufacture, processing, packaging thereof, or other dealing therewith, shall be only in accordance with the written directions of, and conditions imposed by, the Landlord, from time to time, and any present or future governmental requirements. The Tenant shall immediately notify the Landlord of the existence of any Pollutants in the Project of which it becomes aware.

(2) Tenant's Inspection of Goods - The Tenant shall inspect all goods delivered to the Leased Premises and will ensure that no Pollutants are brought into the Leased Premises by or for the Tenant or its employees, licensees or invitees or into any other part of the Project by or for it or them except in each case pursuant to and in accordance with Subsection 9.05(1) or with the Landlord's prior written consent. The Tenant shall at its own cost cause any goods, the nature of which is not known to the Tenant with certainty, to be tested by a qualified Person to determine whether they are or contain any Pollutants before accepting the same into the Leased Premises or on the Project. If the Tenant is found to be in breach of the requirements of this Subsection 9.05(2), the Landlord may, on behalf of the Tenant, rectify such breach and the Tenant shall promptly reimburse the Landlord for the cost of any test, analysis or inspection of goods in the Leased Premises and the Project which are, or which the Landlord has reason to suspect, may be or contain Pollutants.

(3) Governmental Requirements - If, during the Term or any renewal or extension of this Lease or at any time thereafter, any governmental authority having jurisdiction shall require the clean-up of any Pollutants held in, discharged in or from, released from, abandoned in or placed upon the Leased Premises or the Project or released into the environment by the Tenant or any Person for whom the Tenant is in law responsible in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Leased Premises, whether during the Tenant's occupancy of the Leased Premises or any other premises in the Project pursuant to this Lease or any prior lease of the Leased Premises or any other premises in the Project, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by any governmental authority having jurisdiction or required by the Landlord and carry out the work required and shall provide to the Landlord full information with respect to proposed plans and comply with the Landlord's reasonable requirements with respect to such plans. The Tenant agrees that if the Landlord determines, in its own discretion, that the Landlord, its property, its reputation or the Project is placed in any jeopardy by the requirement for any such work, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant.

(4) Environmental Covenants - In addition to and without restricting any other obligations or covenants herein, the Tenant covenants that it will:

(a) comply in all material respects with all Environmental Laws (including, but not limited to, obtaining any required permits, licences or similar authorizations) relating to the Leased Premises or the Project or the use of the Leased Premises or the Project by the Tenant;

(b) promptly notify the Landlord in writing of any charges laid by any governmental authority alleging violation of any Environmental Laws including, but not limited to, spills or releases of Pollutants relating to the Leased Premises or the Project or the operations therein and of any notice by any governmental authority alleging or concerning violation of, or imposing requirements or asserting responsibility under, or pursuant to, any Environmental Laws, and of any order made by any governmental authority against the Tenant. The Tenant shall also promptly notify the Landlord in writing of any notice received by it from any other third party concerning any release or alleged release of any Pollutants from the Leased Premises. The Tenant undertakes to notify the appropriate regulatory authorities if so required under any Environmental Laws within the time period set out in such law or regulation and failure by the Tenant to do so shall authorize, but not obligate, the Landlord to notify the said regulatory authorities;

(c) permit the Landlord to enter and inspect the Leased Premises and the Tenant's operations; conduct tests and environmental assessments or appraisals; remove samples from the Leased Premises; examine and make abstracts from and copies of any documents or

Sunny Meadow Medical Centre

records relating to the Leased Premises; and interview the Tenant's employees all at such reasonable times and intervals as the Landlord may desire;

(d) not cause or permit a release at or from the Leased Premises of any Pollutants except in compliance with Environmental Laws and not seek or permit at any time during the Term of this Lease to dispose of any Pollutants in the Leased Premises and/or the Project without the prior written approval of the Landlord to do so;

(e) not permit any Person to engage in any activity on the Leased Premises that may reasonably be anticipated to lead to a violation of any Environmental Laws or the imposition or assertion of liability or responsibility under any Environmental Laws on such Person, the Tenant or the Landlord, including, without limitation, the issuance of an order;

(f) upon the expiration or termination of this Lease or any renewal or extension thereof, remove promptly from the Leased Premises any Pollutants brought onto the Leased Premises during the Term or any renewal or extension of this Lease or used or released by the Tenant, its contractors or invitees or any Person for whom the Tenant is in law responsible on the Leased Premises (or if removal of such Pollutants is prohibited by any Environmental Laws, the Tenant shall take whatever action is required to ensure compliance with any Environmental Laws) in accordance with any Environmental Laws;

(g) upon the expiration or termination of this Lease or any renewal or extension thereof, remove, in a manner approved in writing by the Landlord, any aboveground or underground storage tanks, pipes and other equipment associated with such tanks, including but not limited to any product which is in and has escaped from such tanks, installed at the Leased Premises by or on behalf of, or used by the Tenant;

(h) upon the expiration or earlier termination of this Lease or any renewal or extension thereof, remove by excavation or other method approved in writing by the Landlord in its sole discretion all Pollutants which have been spilled or otherwise released at or from the Leased Premises and/or the Project and make good any and all damage caused by such removal;

(i) promptly provide to the Landlord a copy of any environmental site assessment of the Leased Premises conducted by or for the Tenant at any time during the Term of this Lease or any renewal thereof; and

(j) maintain all environmental and operating documents and records, including but not limited to permits and orders relating to the Tenant's operations at the Leased Premises in the manner and for the time periods required by any Environmental Laws, which may be reviewed by the Landlord at any time during the Term on 24 hours' prior written notice, excepting emergencies, whether real or perceived, when no such notice shall be required.

(5) Environmental Indemnification - The Tenant shall, during the Term and at all times thereafter, indemnify and hold the Landlord harmless at all times from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees on a solicitor and client or substantial indemnity basis and Consultants' fees and expenses) resulting from:

(a) any breach of or non-compliance with the environmental obligations and covenants of the Tenant as set out in this Lease; and

(b) any legal or administrative action commenced by, or claim made or notice from, any third party, including, without limitation, any governmental authority, to or against the Landlord and pursuant to or under any Environmental Laws or concerning a release or alleged release of Pollutants at the Leased Premises into the environment and related to or as a result of the operations of the Tenant or those acting under its authority or control at the Leased Premises or any other premises in the Project, and any and all costs associated with air quality issues, if any and whether during the Term of this Lease or any prior lease by the Tenant of the Leased Premises or any other premises in the Project.

(6) General Requirements

(a) Pollutants - If the Tenant shall bring or create upon the Project or the Leased Premises any Pollutants or if the conduct of the Tenant's business shall cause there to be any Pollutants upon the Project or the Leased Premises then, notwithstanding any statute or rule of law to the contrary, such Pollutants shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord notwithstanding the degree of affixation of the Pollutants or the goods containing the Pollutants to the Leased Premises or the Project, and notwithstanding the expiry, repudiation, disclaimer or earlier termination of this Lease, and at the option of the Landlord, any substance or material contaminated by such Pollutants shall become the property of the Tenant and the Tenant, or, at the Landlord's option, the Landlord, in addition to its obligation to remove such Pollutants, if directed by the Landlord, shall remove from the Project any substance or material contaminated by such sunny

Meadow Medical Centre

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Tab 31

**AGREEMENT OF PURCHASE AND SALE
SUNNY MEADOWS MEDICAL CENTRE**

UNIT 314, LEVEL 3, as shown on the sketch attached hereto as Schedule "A", Peel Region Standard Condominium Plan No. _____ proposed to be municipally known as 50 Sunny Meadow Boulevard, Brampton, Ontario.

_____ (the "Purchaser") agrees to and with 2012241 ONTARIO LIMITED (the "Vendor"), to purchase the above-described condominium unit(s) and its(their) appurtenant common interest as specified in the Declaration (such above described unit(s) and its(their) appurtenant common interest hereinafter collectively called the "Unit"), subject to the by-laws and rules of the condominium corporation (the "Condominium Corporation") to be created upon the registration of the Declaration and description under the *Condominium Act, 1998*, S.O. 1998, c.19, as amended (the "Act") and situate within a multi-unit commercial building (the "Condominium") on the following terms and conditions:

1. PURCHASE PRICE:

The purchase price of the Unit shall be: _____ (\$ _____) of lawful money of Canada, said amount being calculated in accordance with Schedule "E", plus G.S.T. as per paragraph 14 herein, payable to the Vendor as follows:

- (a) a sum of _____ Dollars by cheque with this Agreement to the Escrow Agent, SIKDER Professional Corporation in trust, as a deposit to be credited on account of the purchase price on closing;
- (b) further deposits payable as follows and to be credited on account of the purchase price on closing:
 - (a) the further sum of \$ 12910 * by cheque as a further deposit on 02/06/2007 *(paid)*
 - (b) the further sum of \$ _____ by cheque as a further deposit on _____
 - (c) the further sum of \$ _____ by cheque as a further deposit on _____
 - (d) the further sum of \$ _____ by cheque as a further deposit on _____
 - (e) the further sum of \$ _____ by cheque as a further deposit on _____
- (c) the balance of the purchase price, subject to adjustments as provided in this Agreement, shall be paid by certified cheque or bank draft on the Unit Transfer Date (as hereinafter defined).

The Purchaser agrees to deliver to the Vendor post-dated cheques payable to the Escrow Agent in the amounts set out in subparagraph 1(b) upon the execution of this Agreement.

2. CLOSING

- (a) The Purchaser shall occupy the Unit on _____ (the "Occupancy Date") and the Purchaser acknowledges and agrees that such Occupancy Date may be extended as provided for in this Agreement.
- (b) The purchase and sale of the Unit shall be completed and a transfer of the Unit delivered to the Purchaser in accordance with the terms of this Agreement on a date (the "Unit Transfer Date") that is the later of: (i) the Occupancy Date; and (ii) a date fixed by the Vendor upon which the transfer of the Unit acceptable for registration is delivered to the Purchaser or his solicitor.

PARAGRAPHS 1 TO _____ INCLUSIVE AND THE FOLLOWING SCHEDULES, IF ATTACHED, FORM PART OF THIS AGREEMENT:

- SCHEDULE "A" - SKETCH OF UNIT
- SCHEDULE "B" - VENDOR'S FINISHES
- SCHEDULE "C" - FINANCIAL ABILITY/DEPOSITS
- SCHEDULE "D" - ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE MATERIALS
- SCHEDULE "E" - UNIT AREA SCHEDULE
- SCHEDULE _____

THE PURCHASER ACKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE DISCLOSURE STATEMENT DELIVERED TO HIM BY THE VENDOR PURSUANT TO THE PROVISIONS OF THE ACT. ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS OR REPRESENTATIVES SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT.

Witness: _____	Witness: _____
Purchaser: _____	Purchaser: _____
Purchaser's Signature: _____	Purchaser's Signature: _____
Date of Birth: _____	Date of Birth: _____
Social Insurance No.: _____	Social Insurance No.: _____
Address: _____	Address: _____
Tel. # _____ Cell # _____	Tel. # _____ Cell # _____
Fax # _____ Email _____	Fax # _____ Email _____

SOLICITORS FOR THE PURCHASER: _____

The Vendor hereby accepts the above offer.

VENDOR'S SOLICITORS:
SIKDER PROFESSIONAL CORPORATION
 1620 Albion Road, Suite 306 Toronto, Ontario M9V 4B4
 Attn: Mr. Paltu Kumar Sikder, Solicitor
 Telephone: (416) 740-2957 Fax: (416) 740-2642

2012241 Ontario Limited
 Per: [Signature]
 I have authority to bind the Corporation.

[Handwritten Signature]

3. DELAY

In the event that the completion of the transaction or the Unit or the common elements should be delayed by reason of strike, lockout, fire, lightning, flood, wind, water, earthquake or other casualty, tempest, riot, war, acts of God, unusual delay by common carrier, unavoidable casualty, non-installation or supply of services, obtaining building and other requisite permits, availability of tradesmen, and/or materials or by any other cause of any kind whether of the foregoing nature or beyond the control of the Vendor acting in a reasonable and prudent business manner, the Vendor shall be permitted such extensions of time as is reasonable under the circumstances and the time for occupancy shall be extended accordingly, and the Vendor shall not be liable to the Purchaser for any costs or damages, direct or indirect, or otherwise by reason of such delay. The Unit shall be deemed to be completed for the purposes of occupancy by the Occupancy Date or any extension thereof when the Vendor determines that the Condominium building is completed sufficient to permit occupancy of the requisite portion of the common areas thereof and the Purchaser agrees that he shall take occupancy of the Unit on the Occupancy Date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. In any event, the Purchaser acknowledges that failure to complete other units within the building in which the Purchaser's Unit is located, or the common elements on or before the Occupancy Date shall not be deemed to be a failure to complete the Unit. If the Vendor should be unable to complete the requisite portion of the common areas of the Condominium building, in which the Unit is located, for occupancy in accordance with this Agreement within the extensions of time herein provided for, the deposits shall be returned to the Purchaser without interest except as may be required by law and the Agreement shall be at an end, and the Vendor shall not be liable to the Purchaser for any costs or damages or otherwise. In such case, the Purchaser shall forthwith execute and complete such documents affecting the title as are necessary for the Vendor to effect a resale of the Unit to another purchaser. The completion of the requisite portion of the common areas of the Condominium building, in which the Unit is located, shall be conclusively established by the Vendor's architect.

The Vendor shall have the right and privilege upon at least thirty (30) days' prior written notice to the Purchaser, of accelerating the Occupancy Date for one or more periods of time not exceeding six months in total.

4. INTERIM OCCUPANCY

- (a) If the requisite portion of the common areas of the Condominium building, in which the Unit is located, are completed sufficient to permit occupancy thereof as determined by the Vendor by the Occupancy Date or any extension thereof then, the Purchaser shall, subject to any other provisions of this Agreement to the contrary, take possession of the Unit until the Unit Transfer Date, upon the terms set forth in Paragraph 5 below (which in such instances shall constitute the occupancy agreement), and/or shall execute at the Vendor's option its standard form of occupancy agreement (either occupancy agreement hereinafter called the "Occupancy Agreement"). In the event of a conflict between any term contained in the Vendor's standard form of occupancy agreement and any term contained in Paragraph 5 hereof, the provisions of the Vendor's standard form of occupancy agreement shall prevail.
- (b) On the Occupancy Date, the Purchaser shall deliver a clear and up-to-date execution certificate in respect of the Purchaser's name from the Land Titles Office or Sheriff's Office in which the Unit is situated, or provide the Vendor's solicitor with such other information and documentation as may be required in order to satisfy the Vendor's solicitor, in its sole discretion, that the Purchaser is not one and the same person as any particular execution debtor named in any particular execution on file in the said office.
- (c) The Purchaser shall pay an occupancy fee (the "Occupancy Fee") monthly, in advance, on the first day of each month, during the period between the Occupancy Date and the Unit Transfer Date, which Occupancy Fee shall be payable pro rata for periods of less than a whole month at the beginning or end of the occupancy period. The Occupancy Fee shall be equal to the maximum amount permitted in section 80(4) of the Act. The Purchaser shall provide any number of postdated cheques with respect to the Occupancy Fee as and when the Vendor may reasonably require same. **NO PART OF THE OCCUPANCY FEE SHALL BE CREDITED TOWARDS THE PURCHASE PRICE ON CLOSING NOR SHALL ANY PART THEREOF BE RETURNED TO THE PURCHASER IN THE EVENT THAT ANY DEPOSIT MONIES ARE TO BE RETURNED TO THE PURCHASER BY REASON OF THE TERMINATION OF THIS AGREEMENT.** No adjustment shall be made for fluctuations in those items on which the maximum occupancy fee is based other than as required in the Act, save and except as provided for in the following sentences in this subsection. The Vendor reserves the right to charge taxes applicable only to the land to the Purchaser as part of the monthly Occupancy Fee and adjust on the Unit Transfer Date any interim bills paid by the Vendor prior to the Unit Transfer Date. The Purchaser in such event shall still be responsible for all supplementary tax bills resulting from the construction of the Condominium building from and after the confirmed Occupancy Date and all tax bills after Unit Transfer Date applicable to the Unit.
- (d) The Purchaser covenants and agrees to provide the Vendor's solicitor, within thirty (30) days of the date of acceptance of this offer, with an irrevocable direction indicating the manner in which title to the Unit shall be taken on the Unit Transfer Date, setting forth the company name or the full names, birth dates and marital status and social insurance number of the Purchaser and all other parties permitted by the Vendor to take title to the Unit, as well as the address for service to be inserted in the transfer, failing which the Purchaser shall be in default hereunder, and in addition to any other rights and remedies available to the Vendor (either at law or in equity) as a result of such default by the Purchaser, the Vendor shall thereupon be entitled to engross the Unit in the name of the Purchaser as noted on page 1 of this Agreement, and the Purchaser shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the Occupancy Agreement and/or the transfer are so engrossed. If such irrevocable direction directs the Vendor's solicitor to engross title to the Unit in the name of a person(s) or party(ies) other than that of the Purchaser as noted on page 1 of this Agreement, which are permitted by the Vendor in accordance with this Agreement, then the Purchaser agrees to pay, on the Occupancy Date, the Vendor's solicitor's fees, in the amount of \$150.00 plus G.S.T..
- (e) The Purchaser agrees to obtain from the Vendor a time of day during which the Purchaser shall be entitled to move into the Unit and to use the elevator designated for such purposes, if any.

5. THE OCCUPANCY AGREEMENT

During the term of the Occupancy Agreement:

- (a) Subject to the provisions hereof, only the Purchaser shall have the right to occupy the Unit, for commercial purposes only, in accordance with the terms and provisions of the draft Condominium Documents included in the Disclosure Statement, and shall comply with same as if they were the owner of the Unit, and shall maintain and repair same in a clean and sightly manner as would a prudent owner, and the Purchaser acknowledges and agrees that he shall not

- have access to the Unit prior to the Occupancy Date without the Vendor's prior written consent and without being accompanied by a representative of the Vendor;
- (b) The Purchaser agrees not to make any changes, alterations, interior work or additions of any nature whatsoever to the Unit (collectively, the "Unit Alterations") up to and including the Unit Transfer Date unless the Purchaser either:
- (a) enters into an agreement with the Vendor (or a person designated by the Vendor) to source, construct and/or install the Unit Alterations and same shall be sourced, constructed or installed by the Vendor (or a person designated by the Vendor) in accordance with the terms of such agreement; or
 - (b) obtains the written approval of the Vendor to permit the Purchaser itself to construct and install the Unit Alterations, which written approval may be arbitrarily withheld by the Vendor.
- (c) Should the Purchaser desire the Vendor's written approval in accordance with Paragraph 5(b)(b), the Purchaser shall submit to the Vendor detailed plans and drawings prepared by a qualified architect or engineer showing the proposed Interior Alterations (said plans and drawings being suitable for building permit purposes), together with any other documents that the Vendor deems necessary in its sole, absolute and unfettered discretion. The Purchaser shall be liable for all of the Vendor's architect's, engineer's and in-house fees incurred for reviewing the Purchaser's plans, documents and drawings and shall pay such sums forthwith upon demand or as an adjustment on the Unit Transfer Date, in the Vendor's sole discretion.
- (d) Should the Vendor grant its written approval to the performance of the Interior Alterations by the Purchaser, the performance of same shall not be commenced by or on behalf of the Purchaser unless:
- (a) copies of all consents, permits and licences required by any applicable municipal, regulatory or governmental authority and required to permit the performance of the Interior Alterations are delivered to the Vendor;
 - (b) the Purchaser delivers an irrevocable letter of credit in favour of the Vendor in the amount equal to 200% of the costs of the performance of the approved Interior Alterations as a security deposit for construction liens, work performance during the construction period and latent defects, for a minimum of six months after the occupancy permit for the Unit has been issued by the municipality, such letter of credit to be on a form that is acceptable to the Vendor in its sole discretion and drawn by a Canadian Schedule 1 Chartered Bank. It is understood and agreed that the performance of the Interior Alterations shall be estimated by the Vendor in its sole discretion and such estimate shall be conclusive and binding with regards to determining the amount of the letter of credit. The Vendor reserves the right to increase the estimate amount at any time and accordingly, the Purchaser shall provide such additional letters of credit to the Vendor as are necessary to reflect a cumulative value of 200% of the revised estimate;
 - (c) enter into any and all agreement required by the Vendor pertaining to the performance of the Interior Alterations.
- (e) In the event that the Purchaser (or a person on its behalf) begins the performance of Interior Alterations without first complying with Paragraphs 5(c) and 5(d) then, at the sole option of the Vendor, the Occupancy Agreement and this Agreement shall become null and void and all deposit monies shall be forfeited as liquidated damages. The Purchaser shall be liable for and agrees to indemnify and save the Vendor harmless for any damages, costs or expenses incurred by the Vendor as a result of the Purchaser failing to comply with the provisions of the Occupancy Agreement.
- (f) The Purchaser covenants and agrees that any refuse and debris arising from its performance of the Interior Alterations shall be removed by the Purchaser at its sole cost and expense and that such refuse and debris shall be stored within the Unit at all times prior to its removal.
- (g) The Purchaser acknowledges that the as-built Interior Alterations must be reflected on the final architectural and structural drawings for the Condominium. The Purchaser shall pay to the Vendor the Vendor's cost, as estimated by the Vendor, of reflecting the Interior Alterations on the architectural and structural drawings for the Condominium. In the event that an inspection of the Interior Alterations indicate that the same have not been completed in accordance with any plans approved by the Vendor, the Purchaser shall be responsible for the Vendor's expenses in amending the architectural and structural drawings to reflect the Interior Alterations.
- (h) The Purchaser shall pay all telephone, cable television, utility and other expenses for the Unit other than those included as a proposed common expense;
- (i) The Purchaser shall maintain insurance on any decoration, furnishing or improvement to the Unit as well as for third party liability and shall indemnify the Vendor from any damage to property or injury to person within or on the Unit or elsewhere if caused by the Purchaser or any person for whose actions the Purchaser may in law be liable;
- (j) The Purchaser's right to occupy the Unit may be terminated by the Vendor if the Purchaser is in default under this Agreement or the Occupancy Agreement, or if this Agreement has been terminated for any reason. If the Occupancy Agreement or this Agreement is terminated, the Purchaser shall vacate the Unit immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit;
- (k) Subject to the provisions hereof, the Purchaser may not assign or sublet this Occupancy Agreement or otherwise part with possession of the Unit, without the Vendor's prior written consent which consent may be arbitrarily withheld;
- (l) The Vendor shall have the right to enter the Unit at all reasonable times (unless there is an emergency, in which case such right to enter the Unit can be at any time) for the purpose of conducting inspections thereof, for facilitating the registration of the Condominium, and for correcting and completing any outstanding work with respect to the Condominium;
- (m) The Purchaser shall ensure that no construction liens or any other lien affects the Condominium or property of the Condominium or any part thereof, including without limitation the Unit, in respect of materials supplied or work done or to be done by the Purchaser or on behalf of the Purchaser or related to the Purchaser's work and if the Purchaser fails to discharge or cause any such lien to be discharged no later than five (5) days after notice thereof given to the Purchaser, then in addition to any other rights and remedies of the Vendor, the Vendor may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due into court or directly to the lien claimant and the amount so paid and all costs and expenses (including legal costs on a solicitor and his client basis) shall be paid by the Purchaser to the Vendor forthwith on demand; and
- (n) The Purchaser shall be obligated to obtain, at its sole cost and expense, any occupancy permit required by any municipal, governmental or regulatory authority having jurisdiction and shall make it available to the Vendor five (5)

days prior to any occupancy, business operation or opening. The Purchaser shall not refuse to complete this transaction by reason only that such certificate has not been obtained or is not yet available.

6. CONSTRUCTION AND CHANGES

The Vendor agrees to complete the Unit and common elements in a good and workmanlike manner. The Vendor shall have the right from time to time to make reasonable changes in the opinion of the Vendor if required and any changes required by any relevant governing authority in the plans and specifications of the Unit and the Condominium and every aspect thereof if required and to substitute other material for that provided for under this Agreement or in the plans and specifications of the Unit or the Condominium, provided that such alternative material is of a quality equal to or better than the material hereunder or in the plans and specifications and to complete this transaction notwithstanding same and the Purchaser hereby consents to such changes and substitutions. The Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole and absolute discretion to effect the changes to the Condominium contemplated in the Disclosure Statement, to change the legal description of the Unit and the right to change the Condominium's municipal address or numbering of the Units in terms of unit number and/or level number and the number of units in the Condominium as a result of a combination of units, splitting units, adding additional units, removing units and reducing or increasing the height of the Condominium by reducing or increasing the number of floors of the Condominium and altering the exterior design and features of the Condominium, which the Vendor can effect in its sole and unfettered discretion; provided, however, that the Purchaser's Unit location on the floor-plate and configuration shall not be altered except as provided herein. The Purchaser acknowledges and agrees that the construction timetable for the lands adjacent to and/or nearby the Condominium and the type, character, composition, number of buildings, etc. of the improvements to be constructed thereon will be totally at the discretion and control of the owners thereof. The Purchaser covenants and agrees that in the event that there is a "material change" permitting the Purchaser to rescind this Agreement pursuant to s.74(6) of the Act, then the Purchaser agrees that its only recourse against the Vendor is such right of rescission pursuant to the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

The items set out in Schedule "B" attached hereto are included in the purchase price. The Purchaser acknowledges that he is not relying on any floor area figures indicated in any sales or promotional material or provided by the Vendor's agents. In accordance with the foregoing, and without limiting the generality of the foregoing, all details and dimensions are approximate and are subject to change without notice to the Purchaser. Any reference to ceiling heights in this Agreement or the Schedules attached hereto shall mean the approximate height from unfinished floor slab surface to unfinished ceiling slab surface and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc.. Purchaser is advised that the configuration and area of the Unit may be altered by the addition of ducts to service roof-top HVAC units in the event the Vendor decides, in its sole, absolute and unfettered discretion, to increase the number of floors in the Condominium building and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price. The Purchaser is advised that the configuration, location of entry doors and area of the Unit may be altered if in connection with the finalization of the exterior elevation drawings of the Condominium building the Vendor decides, in its sole, absolute and unfettered discretion, to change the location of the stairwells, elevator shafts or the like and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration, location of entry doors and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price.

The Purchaser acknowledges that the consumption of hydro in the commercial units shall be separately metered on a per unit basis with each commercial unit owner being responsible for the cost of such utility consumed in his unit, in addition to and not part of the common expenses payable by such owner. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date such documentation as is required to facilitate the separate metering and per unit billing of such utilities or any other utilities servicing his unit.

The Purchaser acknowledges that the distance and views from the proposed building shown on any site plan, marketing materials, signs, artists renderings or scale model are approximate only and/or may be modified during construction. The Purchaser acknowledges and agrees that the Vendor may, at its sole, absolute and unfettered discretion, make alterations, changes, additions or deletions to anything, including without limitation any buildings, structures and improvements, included or depicted on such site plan, marketing materials, signs, artists renderings or scale model.

7. WARRANTY

The Vendor covenants that on the Occupancy Date the Vendor will transfer, to the extent they are transferrable, to the Purchaser the benefit of any warranty or guarantee that it may have from a third party contractor or supplier in respect of any construction undertaken by the Vendor in respect of the Unit. The Purchaser agrees to accept any such warranty or guarantee in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the subject land or Unit.

Notwithstanding the foregoing or anything contained in the said warranty, the Purchaser waives any right to any claim against the Vendor for damage to any ceilings or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser.

8. INSPECTION OF UNIT

- (a) The Purchaser shall inspect the Unit immediately prior to the Occupancy Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Vendor's Certificate of Completion and Possession Form (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Unit as complete in accordance with this Agreement. The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) onto the Property until the Purchaser has completed his obligations under this Agreement on the Occupancy Date.
- (b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to give occupancy of the Unit and to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole option, may thereupon either terminate the transaction in accordance with Paragraph 22 herein, or may elect to complete the Certificate on behalf of the Purchaser. The

Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers, without liability or claim, to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

9. DAMAGES BEFORE CLOSING

The Unit, save and except for any contents that may be placed or located in the Unit and any improvements to the Unit made or caused to be made by the Purchaser in accordance with this Agreement, shall be and remain at the risk of the Vendor until the Unit Transfer Date, and pending completion of the sale the Vendor will hold all insurance policies, save and except for any policies relating to the contents in the Unit and to any Purchaser improvements made to the Unit in accordance with this Agreement, and the proceeds thereof in trust for the parties as their interests may appear, and in the event that the Unit or the building of which the Unit forms a part are substantially damaged or destroyed, and the Vendor, in its sole discretion decides that it will not rebuild or repair such damage, then the Vendor may elect to terminate this Agreement and upon returning to the Purchaser the deposit(s) without interest except as may be required by law, the Vendor's liability shall be at an end and the Purchaser shall execute and complete such documents as may be necessary to clear the title to the Unit. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

10. ACCESS BY VENDOR FOR MAINTENANCE AND COMPLETION

- (a) Notwithstanding the transfer of title to the Unit to the Purchaser, or occupancy of the Unit by the Purchaser, the Vendor or its duly authorized agents shall have free access at all reasonable times (unless there is an emergency, in which case such access can be at any time) to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or other units and the common elements in the Condominium or of any servicing or installations in connection with either the Unit or the common elements and this right shall be in addition to any rights and easements in favour of the Vendor under the Act.
- (b) The Purchaser shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold, both in other phases of the condominium, if any, and in other condominium plans, as applicable, the Vendor may make such use for the Condominium as may facilitate such completion and sale, including, but not limited to the maintenance of a sales office, common areas or elements and model units, the showing of unsold units and the display of signs. The Purchaser covenants and agrees for itself and its agents and permitted assigns that they shall not enter the Unit or the common elements prior to the Occupancy Date except as approved or required by the Vendor.

11. ACCEPTANCE OF TITLE BY PURCHASER

The Purchaser agrees that the Unit shall be subject to all registered restrictions and agrees to accept title to the Unit subject to all the rights and easements now registered or to be registered hereafter against the Unit, the common elements and/or the property for the supply and installation of telephone and other communication services, electricity, gas, sewers, water, heating, cooling, television cable or satellite facilities and other usual services; provided that if such rights and easements have not been determined when the Purchaser receives a transfer, such transfer will contain a covenant by the Purchaser to grant such rights and easements and/or confirm same upon the written request of the Vendor, and the Purchaser shall, if requested, execute such transfer or transfers as the Vendor shall require and submit, provided the title is good and free from all encumbrances except:

- (a) as aforesaid;
- (b) the Declaration, Description, and By-Laws, notwithstanding that they may be amended or varied from the proposed Condominium Documents given to the Purchaser when entering this Agreement;
- (c) any development agreements, subdivision agreements, site plan agreements and any other such agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction, applicable by-laws whether registered or not, provided that the Vendor is in compliance thereof;
- (d) any easements, rights-of-way, reciprocal agreements with adjoining lands, encroachment agreements, conditions or covenants that run with the land, and subject to all rights, licences, and easements or agreements now registered or to be registered for the installation and maintenance of any public or other utility including, without limitation, telephone, internet, hydro, gas, sewer, water, heating, cooling, cablevision or satellite and any easements or right of entry for the operation and maintenance of adjacent corporations or lands;
- (e) any easements, rights-of-way, licences, or agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction with respect to future services to be installed;
- (f) temporary easements in favour of the Declarant and/or its affiliates and/or the Declarant's assigned successors for construction and sales of this Condominium and any development in the vicinity thereto;
- (g) official plan and zoning amendments passed by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction;
- (h) any agreement(s) or easement(s) between or among the Vendor on its behalf and on behalf of the owner(s) of improvements constructed or to be constructed on lands in the vicinity of the subject property (including, without limitation, any covenants, restrictions, etc. not to object to re-zoning, etc.);
- (i) any easements, rights-of-way, cost sharing agreements and reciprocal agreements with adjoining lands and/or lands in the vicinity of the Condominium lands;
- (j) Instrument Nos. LT1615146, LT2057426, PR1138739 and PR1591143;
- (k) as herein expressly provided; and
- (l) as to minor breaches in any of the foregoing that have been remedied or are in the process of being remedied as established by a statutory declaration of an officer or director of the Vendor.

The Purchaser agrees that the retention by the relevant authority of security that is satisfactory to such authority intended to guarantee fulfilment of any outstanding obligations under any of the aforementioned agreements shall be deemed to be satisfactory compliance with the terms and provisions of the agreements. It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Unit a release of (or an amendment to) any of the aforementioned easements, development agreements, site plan agreements, subdivision agreements, cost sharing agreements, reciprocal agreements or restrictive covenants, nor shall the Vendor be obliged to have any of the same deleted from the title to the Lands. The Purchaser shall satisfy himself as to the Vendor's due compliance with the provisions of any such agreements, licences, restrictions or easements listed in subparagraphs 11(a) to 11(l) inclusive above. Purchaser further agrees to accept

the Vendor's solicitors' undertaking to discharge any mortgages, debentures, liens or encumbrances (the "Encumbrances") against the Unit or Common Elements that the Purchaser is not assuming and to close notwithstanding such mortgages, liens or encumbrances. In any event, the Vendor shall not be required to discharge the Unit from the Encumbrances until such time as the Purchaser has paid to the Vendor the purchase price for the Unit in full.

The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any portion of purchase price on the Occupancy Date or on the Unit Transfer Date.

The Purchaser acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser when entering into this Agreement, and in the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement in accordance with the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to such restrictions, easements, covenants or agreements referred to in this Agreement, and in such case the Purchaser shall be required to execute the transfer prior to the Unit Transfer Date, or the Vendor may require that the Purchaser deliver his separate written covenant on the Unit Transfer Date. In the event that the Vendor is not the registered owner of the Unit, the Purchaser agrees to accept a conveyance of title from the registered owner in lieu of the Vendor's.

The Purchaser agrees to accept title to the Unit subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water, cable television, internet access, heating, cooling, satellite facilities and other usual services, as well as any rights, easements and interests in land that do not materially affect the use of the Unit for commercial purposes reserved by the Vendor. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements.

The Purchaser further agrees to accept title from the registered owner of the Unit and to accept such owner's title covenants in lieu of the Vendor's in the event that the Vendor is not the registered owner of the Unit on the Unit Transfer Date. The Vendor shall be entitled to insert in the transfer/deed of land specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to in this Agreement and, in such case, the Purchaser may be required to execute the transfer/deed of land prior to the Unit Transfer Date and the Vendor may require, in addition, that the Purchaser deliver his separate written covenant on the Unit Transfer Date.

12. VENDOR'S COVENANTS

The Vendor hereby covenants as follows:

- (a) to take all reasonable steps to deliver to the Purchaser a registrable deed or transfer of the Unit without delay; and
- (b) to hold in trust for the Condominium Corporation the money, if any, that the Vendor collects from the Purchaser on behalf of the Condominium Corporation.

The covenants of the Vendor in this paragraph contained shall constitute the covenants of the Vendor pursuant to subsection 78(1) of the Act and are hereby understood and agreed to be the extent of the Vendor's obligations in that regard and it is understood and agreed that there are no further obligations or covenants in that regard other than those specifically stated above.

13. EXAMINATION OF TITLE BY PURCHASER

The Purchaser shall not call for the production of any title deeds or abstracts of title, survey sketch or other proof or evidence of title, nor have furnished any copies thereof. The Purchaser shall be allowed until TEN (10) days prior to the Unit Transfer Date to examine the title at his own expense. If within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit money shall be returned to the Purchaser without interest except as may be required by law and without deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objections so made within such time the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned.

14. ADJUSTMENTS ON CLOSING

The balance due on the Occupancy Date shall be adjusted on the Occupancy Date (or adjusted on the Unit Transfer Date if so required by the Vendor) as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement (plus G.S.T. where applicable) which shall include, without limiting the generality of the foregoing, the following:

- (a) Assessments prepaid or owing for contribution towards the common expenses, and/or reserve fund and any other prepaid or current expense, such as gas, electricity, fuel, water, heating, cooling, etc., which shall be adjusted by attributing to the Purchaser's Unit its share of such expenses, as determined by its common interest, and any charges paid by the Vendor to a utility supplier (including, without limitation, any local distribution company or any independent energy retailing company) which is attributable to the unit, including any charges (which may include, without limitation, security deposits) specifically for the connection or energization of water, gas, hydro, heating or cooling or the installations of a meter for same and the cost of such meters, unless such charges are included in common expenses. If any of such charges are bulk billed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) below;
- (b) an amount equal to that estimated by the Vendor to be payable by the Purchaser for the Purchaser's Unit contribution towards the common expenses and/or reserve fund of the Condominium Corporation for a period of TWO (2) months, which sum shall be paid directly to the Condominium Corporation on closing and credited by the Condominium Corporation to the Purchaser. Such sum, or part thereof, forming part of the reserve fund shall be in addition to any

- common expenses otherwise payable to the Condominium Corporation. The Purchaser agrees to deliver a series of twelve post-dated cheques in an amount estimated by the Vendor to be payable monthly to the Condominium Corporation on account of common expenses;
- (c) realty taxes (including local improvement rates) on the Purchaser's Unit, and said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Occupancy Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. If realty taxes are owing for a period when the Condominium was assessed and taxed as one structure and not as individual units, then the adjustment of realty taxes shall include an amount calculated to attribute a portion of such realty taxes owing on the Condominium to the Purchaser's Unit based on its common interest or alternately, equally among all of the commercial units or in such other manner as the Vendor may elect, acting reasonably. Alternatively and at the Vendor's option realty taxes shall not be adjusted until individual unit assessments have been made;
 - (d) the costs in respect of the provision and installation of hydro meters in the amount of \$400.00 plus G.S.T.;
 - (e) the Purchaser shall reimburse the Vendor \$50.00 plus G.S.T. on closing for the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada;
 - (f) all deposits paid to the Vendor hereunder, together with interest to be paid/credited to the Purchaser in accordance with the provisions of the Act;
 - (g) a \$250.00 plus G.S.T. administrative fee shall be charged to the Purchaser for any cheque paid for a deposit or for the monthly occupancy fee which is not honoured or accepted for any reason, including a cheque returned N.S.F. or upon which a "stop payment" has been ordered;
 - (h) if the Purchaser is not a resident of Canada for the purposes of the Income Tax Act, Canada (the "ITA"), the Vendor shall be entitled to withhold and remit to the Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of his deposits paid hereunder, in accordance with the ITA;
 - (i) the Purchaser shall reimburse the Vendor \$300.00 plus G.S.T. in respect of all forms of evidence of compliance pursuant to subsection 81(6) of the Act that have been delivered to the Purchaser, such costs representing the administration fees charged by the Vendor's Solicitor to the Vendor;
 - (j) the amount of any development charge(s) or levies and/or education development charge and/or sewer impost charge and/or park charges or levies and/or any service connection charges, check meter and/or any fees, levies, charges or assessments (notwithstanding that same may be paid prior to the Unit Transfer Date or following) assessed against or attributable to the Unit (or assessed against the development or Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), whether imposed under the *Development Charges Act, 1997*, S.O. 1997, as amended from time to time, and the *Education Act, R.S.O. 1990*, as amended from time to time, or otherwise under any other relevant legislation or authority. If such charges, levies, fees or assessments are assessed against the Property as a whole and not against the Unit, then the Purchaser shall pay to the Vendor a proportionate reimbursement of such amounts equivalent to the proportionate common interest allocation attributable to the Unit;
 - (k) the cost in respect of the provision of a status certificate in the amount of \$100.00 plus G.S.T.;
 - (l) if requested by the Vendor or the Hydro Provider (as defined below), the Purchaser agrees to enter into or assume a contract with the provider of hydro and/or the party monitoring consumption of same to the Unit (the "Hydro Provider"), on the Hydro Provider's form, for the provision and/or metering of hydro services to the Unit. The fees (including any security deposit) for such hydro services shall be adjusted for the month of closing with the Purchaser being responsible for such costs from and after the Occupancy Date; and
 - (m) the cost in respect of the provision of an area certificate in accordance with Schedule "E", plus G.S.T.;

If any of the adjustments to be made on the Occupancy Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Purchaser agrees with the Vendor to pay all monies payable under this Agreement in the manner directed by the Vendor or its solicitor.

If (a) there is an increase after the date of execution of this Agreement by the Purchaser in any levy, development charge, education development charge, impost charge, fee or assessment (collectively, the "Existing Levy") imposed as of that date by the municipality, regional municipality, the public or separate school board or any other authority having jurisdiction, or (b) any of the aforesaid authorities impose a new or any other levy, development charge or education development charge, impost charge, fee or assessment (collectively referred to as the "New Levy") under the Development Charges Act, the Education Act, or any other legislation of a similar nature after the date of execution of this Agreement then, the Purchaser shall pay the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Unit Transfer Date plus any goods and services tax exigible thereon. If the increase to the Existing Levy or the amount of the New Levy is assessed against, charged or imposed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) above.

The parties acknowledge and agree that the Purchase Price is exclusive of the Federal Goods and Services Tax (the "G.S.T.") exigible against the herein transaction pursuant to the *Excise Tax Act*. The Government of Ontario has announced its intention to harmonize the Ontario Retail Sales Tax with the G.S.T. (the "HST") to take effect from July 1, 2010. The GST and the HST, if applicable, shall be in addition to and not included in the Purchase Price. The Purchaser shall deliver to the Vendor on the Unit Transfer Date a certified cheque in the amount of the G.S.T. and H.S.T. payable by it in connection with this transaction. The Purchaser agrees that he shall be liable and shall pay HST on all closing adjustments that are subject to HST at the time of closing.

If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and any applicable taxes shall be paid on the closing date by the Purchaser.



In the event that the Vendor, as a pre-requisite to the procurement and provision of any utility service to the Condominium is required to pay or provide any public utility authority or service supplier with cash security or a letter of credit (hereinafter the "Utility Security Deposit"), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Deposit from the Purchaser, by charging the Purchaser in the Statement of Adjustments with that portion of the Utility Security Deposit, which proportion is calculated by multiplying the Utility Security Deposit by the common interest percentage allocation referable to the Unit, as set forth in the declaration.

15. MANAGEMENT OF THE PROPERTY

The Vendor or a management company to be named by the Vendor shall manage the Condominium. The Vendor or the management company shall enter into a management agreement with the Condominium Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly common expense charge.

16. CONDOMINIUM DOCUMENTS - DISCLOSURE STATEMENT

The Purchaser acknowledges receipt of the Disclosure Statement which has been delivered by the Vendor to the Purchaser in accordance with the provisions of the Act and the regulations passed thereunder.

17. MODIFICATION OF CONDOMINIUM DOCUMENTS

The Vendor shall have the right from time to time prior to the Unit Transfer Date or any extension thereof to modify the proposed Condominium Documents, being comprised of the disclosure statement with the accompanying declaration, by-laws and rules, and/or to provide such additional material and information, to comply with the requirements of the Act, as may be amended from time to time, the Ministry of Consumer and Business Services or any other ministry, the Office of Land Titles, the City of Toronto, or other authorities, agencies or commissions having jurisdiction.

The Purchaser also acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser. In the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement to be exercised by the Purchaser within ten (10) days of the Purchaser receiving notice of such material change, and the Purchaser may not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

18. AGREEMENT CONDITIONAL

This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the Planning Act of Ontario, and amendments thereto.

19. AGREEMENT NOT TO BE REGISTERED

The Purchaser acknowledges this Agreement confers a personal right only and not any interest in the Unit or property and that the registration against title of any notice or caution or other reference to this Agreement or his or her interest is likely to cause inconvenience and prejudice to the Vendor and other unit purchasers, for example, by impeding financing and the registration of the Condominium. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all Vendor's costs and expense in obtaining it including, but not limited to, fees of its solicitors on a solicitor and client basis together with any G.S.T. thereon. Additionally, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

20. PURCHASER SELLING OR ASSIGNING

The Purchaser covenants not to offer, list or advertise for sale, lease, transfer or assignment, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit) until after the Unit Transfer Date and the Vendor having received payment of all of the purchase price, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. As a condition of giving its consent the assignee/transferee will be required to execute and deliver to the Vendor the Vendor's standard form of assumption agreement and to pay to the Vendor on the date of execution and delivery of the assumption agreement the Vendor's administration and processing fee (which shall be determined by the Vendor in its sole and unfettered discretion) plus G.S.T. together with any other applicable fees, including the Vendor's solicitor's fees. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein and in no event shall the Purchaser list or cause to be listed the Unit for sale, lease or otherwise on a listing service system including, without limitation, the Multiple Listing Service ("MLS"). The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

21. TENDER

Subject to the provisions of sub-paragraph 42(c)(d), below, any tender of documents or money may be made upon the parties hereto or upon their respective solicitors, and in the absence of any other mutually acceptable arrangement confirmed in writing by (or on behalf of) both parties, tender by the Vendor will be deemed to be good and valid if the Vendor (or his solicitor) attends at the Land Registry Office during hours that such office is open to the public and in which the title to the Unit is registered on the Occupancy Date and/or the Unit Transfer Date (as the case may be) ready, willing and able to complete this transaction. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Unit Transfer Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with paragraph 11 hereof in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered by way of a bank draft or certified cheque drawn on a Canadian Chartered bank, trust company or Province of Ontario Savings Office. The Purchaser further acknowledges and agrees that the key(s) to the Unit may be released to him directly from the sale office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents from each party hereto to the other, and the Vendor shall not be required to provide any key(s) as part of any tender made by it.

22. DEFAULT BY THE PURCHASER

It shall be deemed to be a default of the Purchaser under this Agreement if the Purchaser registers any instrument against title to the Unit other than the transfer to be delivered by the Vendor, or if any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser is charged against or affects the Unit.

If any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for FIVE (5) days after written notice thereof is given to the Purchaser or his solicitor, then the Vendor may retain all monies paid without prejudice to any other rights of the Vendor and the Vendor may thereupon cancel this Agreement. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. Any monies owing to the Vendor (a) pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof; or (b) as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement, shall bear interest at the rate of twenty-four (24%) percent per annum, calculated daily, not in advance, from the date of default with respect to any monetary default and from the date of written demand with respect to the aforesaid expenses.

In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or other relationship as a defence to such liability.

In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with the Act and this Agreement, the Purchaser acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect and the Purchaser further acknowledges that this provision may be pleaded by the Vendor as a complete defence to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.

23. EXTENSION AND TERMINATION

- (a) If the Vendor cannot give possession of the Unit to the Purchaser by the Occupancy Date as described in paragraph 2(a) of this Agreement because additional time is required to render it or the requisite portion of the common areas of the Condominium building, in which the Unit is located, sufficiently complete to permit occupancy as required or contemplated in paragraph 4 hereof, then the Vendor shall be entitled to extend the Occupancy Date, one or more times as the Vendor may require, by notice in writing given as soon as reasonably possible prior to the Occupancy Date (or extended Occupancy Date, as the case may be), provided however that all extensions of the Occupancy Date shall not exceed 24 months in the aggregate. If the requisite portion of the common areas of Condominium building, in which the Unit is located, are not completed to permit occupancy thereof within 24 months of the originally scheduled Occupancy Date, then unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and all deposits thereupon be returned to the Purchaser, without deduction and without interest, unless otherwise provided for by the Act, in which event the Vendor shall be entitled to deduct from such interest payable to the Purchaser pursuant to the Act a reasonable administrative fee, determined solely by the Vendor, not to exceed the interest payable pursuant to the Act.
- (b) If, notwithstanding all reasonable steps taken by the Vendor, the Condominium is not registered within 24 months after the Occupancy Date (as extended), then, unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and the Vendor, based upon this provision, may seek to enforce such termination by court order, in the manner provided by the Act. If this Agreement is so terminated, all deposits shall thereupon be returned to the Purchaser, without deduction and with all interest accrued thereon at the rate prescribed by the Act.
- (c) Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor. In the event that this Agreement is so terminated in accordance of 23(a) or 23(b) above, then the Purchaser's sole remedy and recourse against the Vendor shall be for the recovery of its deposits paid to date, less the aforementioned administration fee and, without limitation, the Purchaser covenants and agrees not to claim against the Vendor for any costs or damages.

24. AGREEMENT NOT TO MERGE WITH TRANSFER

All of the covenants, warranties and obligations contained in this Agreement to be performed by the Purchaser shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Unit to the Purchaser. It is provided that in the event of a breach of any covenant, warranty or obligation contained in this Agreement to be performed by the Purchaser, the Vendor shall be entitled, at its option, to declare this Agreement null and void and to retain all amounts paid by the Purchaser without prejudice to any other rights of the Vendor arising from that breach.

25. WAIVER

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived.

The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement and/or has distributed the Disclosure Statement as a trustee or agent for an undisclosed beneficiary or principal, whether or not so stated herein, that there shall be no liability on such undisclosed beneficiary or principal and that the only recourse or remedy that the Purchaser shall have on default by the Vendor herein and/or in respect of the Disclosure Statement is against the Vendor and the property that is the subject of this Agreement, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law or equity.

26. SUBORDINATION OF AGREEMENT

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the property or lands and also to the registration of all condominium documents. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents as may be reasonably required by the Vendor from time to time to give effect to this undertaking and in this regard the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for the purpose of signing all documents and doing all things necessary to implement this provision.

27. ACCEPTANCE

This Offer by the Purchaser when accepted by the Vendor shall constitute a binding agreement of purchase and sale without requiring notice of such acceptance to be delivered to the Purchaser prior to such time.

28. TIME OF ESSENCE

Time shall in all respects be strictly of the essence of this Agreement and no extension of time for any payment by the Purchaser or rectification of any breach of any agreement, stipulations, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor or the Purchaser, as the case may be.

29. PREPARATION AND COST OF REGISTERING DOCUMENTS

The Transfer is to be prepared by the Vendor on the Vendor's standard form. In the event that the Purchaser requests more than one transfer for the Unit, the Purchaser shall pay to the Vendor deed fees in the amount of \$200.00 plus G.S.T. for each additional transfer. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$100.00 plus G.S.T. in total, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

30. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, or beyond the powers or capacity of the parties hereto, then provided such provision is not, in the Vendor's sole opinion, essential or fundamental to the completion of this transaction, such provision shall be deemed and construed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

31. NOTICE

- (a) Any notice, document or information desired or required to be given or provided to the Purchaser shall be in writing or in electronic form, and either delivered personally or by ordinary mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided in this Agreement, or telefaxed to the Purchaser's solicitor, or electronically mailed to either the Purchaser or to the Purchaser's solicitor at the electronic mail address(es) provided to the Vendor in accordance with this Agreement or made available for access or download on a website, the address for which (and any applicable login ID, password, etc. required to access same) the Purchaser or his solicitor has been given notice of. If such notice, etc. is mailed, it shall be deemed to have been received by the Purchaser on the third (3rd) Business Day (any day excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the date of transmission if a Business Day or on the next following Business Day, and if electronically mailed, same shall be deemed to have been received on the date of electronic mailing if a Business Day or on the next following Business Day, and if made available on a website on the date of same being made available if a Business Day or on the next following Business Day
- (b) Any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the third (3rd) Business Day following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax. Any document or information required by the Vendor to be provided electronically by the Purchaser in the manner prescribed by the Vendor shall be deemed provided on the day thereof if sent before 2:00pm on a Business Day or on the next following Business Day.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the designated place in this Agreement, and forthwith upon request by the Vendor: (i) the Purchaser's electronic mail address; and/or (ii) the Purchaser's solicitor's electronic mail address.

Provided that during periods of postal interruption or impending postal interruption, notice may not be sent by mail and must be sent by personal delivery, telefax or electronic mail in accordance with sub-paragraphs 31(a) and 31(b) above.

32. CONDITIONS

- (a) The completion of this Agreement is conditional upon satisfaction of the following requirements on or before December 1, 2009 (the "Condition Date") which Condition Date may be extended by the Vendor for three successive periods of three months each, failing which this Agreement shall be terminated and the Purchaser shall be entitled to the return of its deposits without deduction upon the execution and delivery to the Vendor of a mutual release and termination agreement on the Vendor's form:
- (a) The Vendor obtaining minor variances, or zoning amendments as may be necessary to permit the construction of the Unit and the proposed building, obtaining site plan approval, the execution of a site plan agreement(s), subdivision agreement(s) or a development agreement(s), or an encroachment agreement(s) if required, between the Vendor and the relevant municipal corporation allowing for the development of the Condominium and all other buildings, structures and improvements contemplated for the entire site, of which the Condominium is a part, and approval by the relevant municipal corporation of the plans and drawings required to permit the construction of the building of which the Unit forms a part, pursuant to the provisions of the aforementioned agreements and/or the Planning Act, Ontario, and without the said approval being subject to any conditions which are, in the Vendor's sole, exclusive, subjective and unreviewable discretion unduly onerous or unacceptable for any reason including without limitation, the availability and issuance of a building permit for the construction of the Condominium; and

- (b) the Vendor being satisfied in its sole and absolute discretion with the economic feasibility and viability of this sale of the Unit to the Purchaser and of constructing and marketing for sale the Condominium in which the Unit is situated.
- (b) The Vendor and Purchaser agree that the Vendor may at its sole and unfettered discretion, extend the Condition Date as provided in subparagraph 32(a). The Purchaser acknowledges that the Condition Date shall be deemed extended for the periods set forth in subparagraph 32(a) in the event that the Vendor does not give notice to the contrary to the Purchaser or his solicitor on or before the Condition Date as may be extended.
- (c) The Purchaser acknowledges that the conditions set forth in this paragraph 32 are for the sole benefit of the Vendor and may be waived by the Vendor at its sole option at any time or times in whole or in part. In the event that the Conditional Date and the extension period of three successive periods of three months each have passed and the Vendor has not given notice to the Purchaser or his solicitor that the conditions set forth in subparagraph 32(a) have not been satisfied and that the Agreement is terminated then the conditions set forth in this paragraph 32 shall be deemed satisfied and waived by the Vendor. The Vendor shall not be required to provide the Purchaser with particulars as to why any one or more of the aforementioned requirements have not been satisfied on or before the Condition Date (as may be extended) in the event that the Vendor terminates this Agreement.

33. NOTICES

- (a) The Purchaser agrees that the relevant governing authorities may require the Vendor to provide the Purchaser with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, garbage and school pick-up. The Purchaser agrees to provide the Vendor upon demand with written confirmation of receipt of such notices in the form and when required by the Vendor, either before or after the Unit Transfer Date and such written confirmation shall constitute full compliance with the Vendor's obligation to provide such notice(s) as and when required by the relevant governing authorities. Without limiting the generality of the foregoing, to the extent that any notices are provided to the Purchaser by the Vendor after the Agreement has been made, such notice shall be deemed to have been included in this Agreement at the time that this Agreement has been made.
- (b) The Vendor hereby advises the Purchaser that noise transmission between units due to floor finishings, sound systems and other matters and the use of the garbage disposal chutes and elevators may cause annoyance to the owners and tenants, as the case may be. The Purchaser acknowledges that he is aware that the noise transmission may cause annoyance to occupants and hereby waives and releases any claims that the Purchaser may have against the Vendor for such annoyance or nuisance or otherwise.
- (c) Purchasers are advised that any noise or vibration attenuation measures or features are not to be tampered with or altered and that the owner(s) of the property in question from time to time shall have the sole responsibility for and shall maintain those measures.
- (d) Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building units, noise levels may continue to be of concern, occasionally interfering with some activities of the building occupants, the Purchaser acknowledging that it has familiarized itself with the existing and permitted land uses in the area of the Condominium and all facets of which are or may be considered a nuisance. The Purchaser acknowledges that the nature of new building construction is such that some discomfort may result from the Vendor's operations relating to the construction of the Condominium and accordingly, the Purchaser agrees that it shall not object to or interfere with the Vendor's construction operations.
- (e) The Purchaser acknowledges receipt of notice from the Vendor that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may apply for re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments with respect to the lands on which the Condominium is to be constructed and/or the lands adjacent to or near the Condominium and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments. The Purchaser further acknowledges that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may make any such application without any further notice to the Purchaser or the Purchaser's successors and assigns. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Unit and to assign the benefit of such covenant to the Vendor. The Vendor shall have the right to remove any objection(s) made by the Purchaser, the Purchaser's successors and assigns, with respect to any such application and the Purchaser shall reimburse the Vendor for all legal fees, expenses and costs that it incurs as a result of such objection(s).
- (f) The Purchaser covenants and agrees that he will not object to nor oppose any amendment to or change in the zoning and/or site plan requirements, or oppose any other applications by the Vendor (or any other corporation or entity associated, related or affiliated with the Declarant) to any board, tribunal or municipal or provincial body relating to or affecting the development of this Condominium, or other lands of the Vendor (or such other entity) in the vicinity of the Condominium. The Purchaser acknowledges that a covenant, restriction and/or notice to this effect may be registered on title to the Unit or the property of the Condominium on closing.
- (g) The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's name, corporate name and "personal information" (as such term is defined in the *Personal Information Protection and Electronic Documents Act 2000*, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents to the Vendor using, releasing, disclosing and/or retaining on file the Purchaser's name, corporate name and personal information to: (A) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities; (B) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit; (C) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (D) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes.
- (h) The Purchaser acknowledges that because of the construction of the Condominium there will be a certain amount of noise inherent in this construction, there will be dust and other debris which may accumulate and the Purchaser agrees

that it will not interfere with construction of the Condominium by the Vendor's trades, as they carry on their work, either with respect to the Condominium or the Unit.

- (i) Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the Unit occupants as the sound levels exceed the Ministry of the Environment's noise criteria. In order to maintain a suitable indoor noise environment, occupants may wish to keep exterior windows closed.
- (j) The Purchaser acknowledges that this Agreement is conditional, upon the Vendor being satisfied in its sole, absolute and subjective discretion, with the terms, conditions and every aspect of this Agreement. The Vendor shall have fifteen (15) days from the date of acceptance of this Agreement by the Vendor as set out on page 1 hereof to provide written notice to the Purchaser to the address set out on page 1 hereof to terminate this Agreement for any reason whatsoever failing which the Vendor shall be deemed to have waived this condition and this Agreement shall be firm and binding. In the event that this Agreement is terminated in accordance with the foregoing, the Purchaser shall be entitled to the return of all deposit cheques delivered to the Vendor that have not been negotiated, together with any deposits paid and any applicable interest thereon in accordance with the Act. The Purchaser acknowledges and agrees that in respect of the Purchaser's initial deposit cheque, statutory interest shall accrue at the prescribed rate from the next banking day following the expiry of the Purchaser's statutory ten (10) day rescission period. The Purchaser acknowledges that this condition is included for the sole benefit of the Vendor and may be waived by the Vendor at its sole option, at any time.
- (k) Purchasers/tenants are advised that despite the inclusion of noise control features within this development area and within the building units, noise levels from increasing road traffic on nearby public highways may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise level exceeds the Ministry of the Environment and Energy noise criteria.
- (l) Purchasers/tenants are advised that due to the proximity of this development to nearby residential facilities, sound levels from the facilities and construction thereof may at times be audible.
- (m) The Purchasers/tenants are advised that his/her unit may be subject to noise, odour, traffic and such other problems, from the commercial units located in the Condominium. The Purchaser/tenant does hereby acknowledge that they he/she is aware of this matter at the time of purchasing the Unit and confirms that he/she does not have, nor will they have any objection, whatsoever. The Purchaser/tenant of the Unit is advised that noise and odour levels from the commercial units located in the Condominium, may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise and odour exposure levels may exceed the criteria established by the relevant governing authorities.
- (n) The Purchaser/tenant hereby unconditionally acknowledges that he/she is aware of the above matters and warning clauses and the notices set out in this Agreement and confirms that he/she does not object, in any manner whatsoever, to any of these matters and warning clauses nor to any of the notices set out in this Agreement nor will he/she be entitled to raise any objections with respect to the above matters and warning clauses or notices set out in this Agreement at a future date.
- (o) The Purchaser acknowledges and agrees that the notices and warning clauses set out in this Agreement and any additional notices and warning clauses as referred to in section 33(a) above may be registered on title to the Unit and may be included in the Declaration when registered, at the sole and absolute discretion of the Vendor.

34. GENDER AND NUMBER

This Offer and its acceptance are to be read with all changes of gender and number as may be required by the context.

35. SUCCESSORS AND ASSIGNS

Except as expressly herein provided, the parties hereto further agree that the covenants, agreements, provisos and conditions in this Agreement contained shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

36. POWER OF ATTORNEY

- (a) In accordance with the provisions of the *Substitute Decisions Act, 1992*, S.O. 1992, Chapter 30 and the *Powers of Attorney Act R.S.O. 1990*, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers, etc. may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.
- (b) If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person shall be registered in the Land Titles Office for the Condominium, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to his or her attorney).

37. HEADINGS

The headings to the clauses of this Agreement form no part of the agreement but shall be deemed to be inserted for convenience of reference only.

38. MEANING OF WORDS

Words or terms defined in the Act and the regulations made thereunder, as amended and used in this Agreement shall have the meanings ascribed to them in the Act unless the context herein otherwise requires. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which of the conflicting term(s) prevail(s), except that in the event that there is a conflict between any provision of this Agreement and the Act, and the Act provides that the provision in the Act prevails, then the provision of the Act shall prevail.

39. ENTIRE AGREEMENT

There is no oral and/or written representation, warranty, collateral Agreement or condition affecting this Agreement or the Unit, or supported hereby, except as set forth herein in writing. Without limiting the generality of the foregoing, the Purchaser



acknowledges that; there has been no representation regarding site lines and view from the Purchaser's commercial unit; the Vendor shall not be responsible for any misrepresentation made by any sales person, representative or agent (and that any sales person, representative or agent shall be deemed to be the agent of the Purchaser); and the Purchaser has familiarized itself with the costs associated with the ownership and operation of the Unit by making appropriate inquiries to municipal authorities, its financial advisors and to applicable utility and service providers.

40. APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY

This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario. If more than one individual, partnership and/or company comprises the Purchaser, then all of the covenants, obligations and agreements of the Purchaser herein shall be deemed and construed to be the joint and several covenants, obligations and agreements of all the individuals, partnerships and companies comprising the Purchaser.

41. DEPOSIT RECEIPT

The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, without liability or claim, in the Purchaser's name, place and stead, in order to execute any documentation related to any Condominium Deposit Insurance (and related documents) issued by any other insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act and in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time. The Purchaser hereby confirms and agrees that the power of attorney granted herein may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

42. ELECTRONIC DOCUMENTATION

- (a) The Purchaser acknowledges that the Vendor may require all or any portion of the transaction contemplated in this Agreement be completed "electronically" as contemplated in the Electronic Commerce Act, 2000, S.O. 2000, c. 17, as amended and any similar/successor legislation (the "EC Act"). The Purchaser consents and agrees to use, provide and/or accept information and documentation in electronic form, all as and when and the manner prescribed by the Vendor in its sole and unfettered discretion, including, without limitation, accepting and providing electronic signatures, delivery by electronic mail, by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website and/or by the Purchaser providing to the Vendor or its solicitor information and documentation in electronic form. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.
- (b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmission of funds.
- (c) If electronic registration of documentation at the applicable Land Registry Office is in effect on the Unit Transfer Date and if the Vendor requires that the transaction be completed electronically, the following provisions shall prevail:
- (a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada (LSUC) to represent the Purchaser for the closing. The Purchaser will authorize its solicitor to enter into a Document Registration Agreement on the Vendor's solicitor's standard form (the "Escrow Agreement"). The Escrow Agreement shall be consistent with the requirements of the LSUC.
- (b) The Purchaser acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement. In the event this transaction is completed electronically, the Purchaser shall pay to the Vendor on the Unit Transfer Date, by way of an adjustment, the cost incurred by the Vendor in respect of such electronic completion, being \$150.00 plus G.S.T.
- (c) If the closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor or at the appropriate Land Registry Office, as directed by the Vendor's solicitor and at such time as directed by the Vendor's solicitor in order to complete this transaction.
- (d) Tender shall be validly made by the Vendor when the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors and same shall be satisfactory evidence that the Vendor is ready willing and able to complete the sale transaction and the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser.

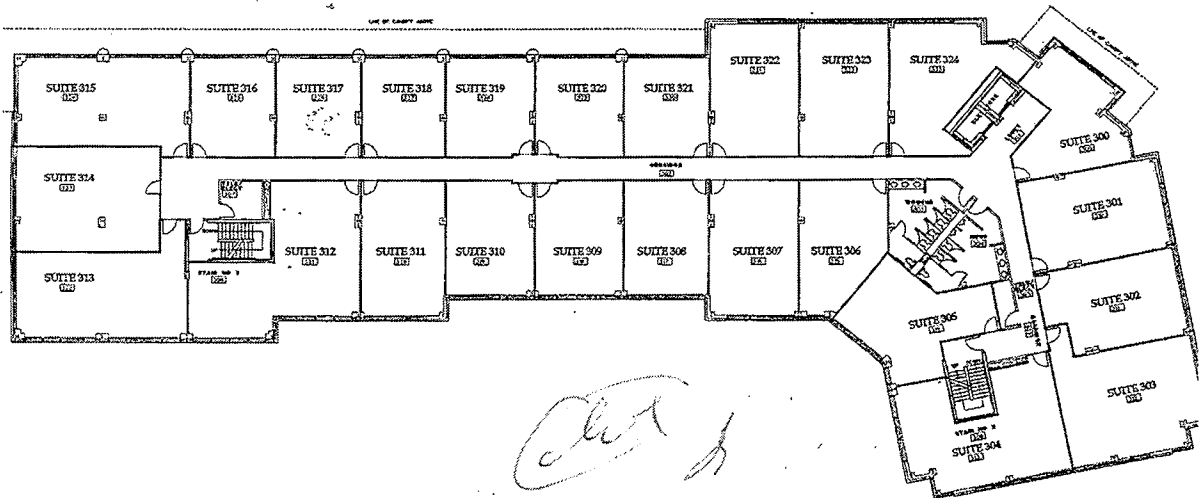
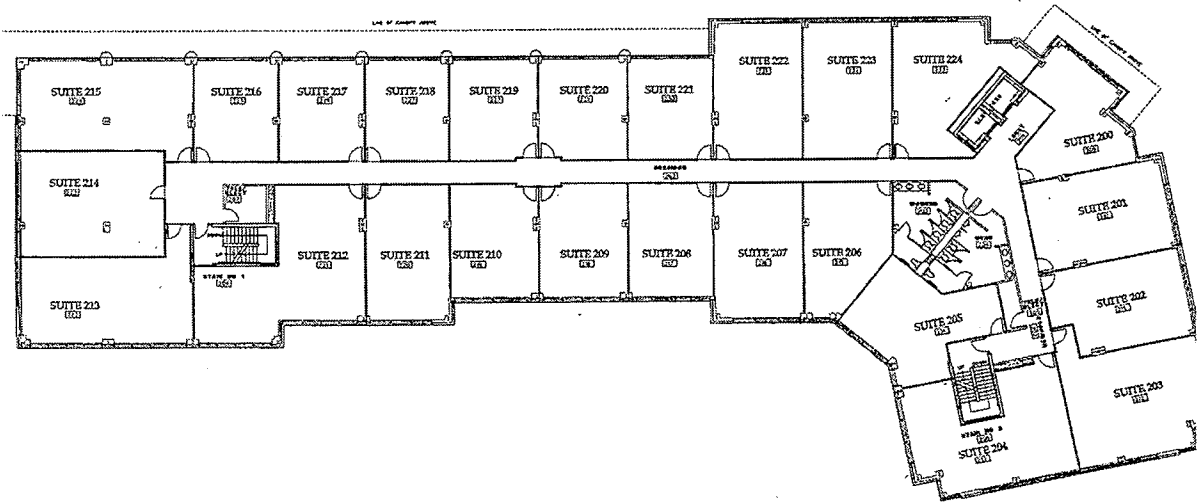
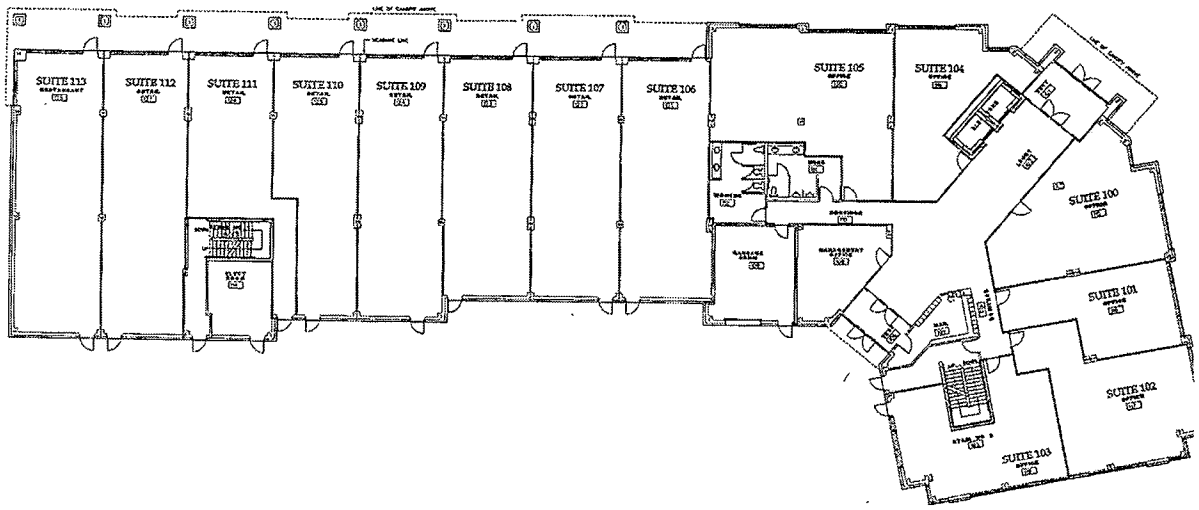
43. RESTRICTIONS

- (a) It is the Vendor's intention that the activities carried out within the Condominium shall be restricted so that the following activities shall not be carried out within more than one commercial unit at any given time: (for the purposes of this subsection, "one commercial unit" shall include two or more adjacent commercial units on the same Condominium level which are owned by the same registered owner and where the demising wall between such commercial units has been removed or altered so as to create one commercial area)
- (a) the operation of a retail pharmacy and pharmaceutical dispensary;
- (b) the operation of x-ray imaging equipment;
- (c) the operation of magnetic resonance imaging (MRI) equipment;
- (d) the operation of computed tomography (CT) equipment;
- (e) the operation of ultrasound imaging equipment;
- (f) the operation of a medical diagnostic laboratory;
- (g) the offering of physiotherapy and/or physical rehabilitation services to the public;
- (h) the offering of massage therapy services to the public;
- (i) the offering of podiatrist/chiroprapist services to the public;

- (j) the offering of legal services to the public by licensees of the Law Society of Upper Canada; and
 - (k) the offering of dental services to the public by dental professionals licenced by the Royal College of Dental Surgeons or by dental hygienists.
- (b) The nature, scope and extent of the above restrictions, including without limitation, the length of time that such restrictions shall apply to the Condominium's units, may be determined, amended and altered by the Vendor from time to time, without notice to purchasers, and such amendments shall not be construed as material changes to this Disclosure Statement. These restrictions may, in the Vendor's sole and unfettered discretion, be incorporated into the Declaration or the by-laws of the Condominium and/or may be registered on title to the units as restrictive covenants. Purchasers, occupants and owners of units shall, upon the request of the Vendor, forthwith and without delay execute all documents requested by the Vendor to give effect to such restrictions. The Vendor makes no covenant, representation or warranty to purchasers, owners or occupants of units that the above restrictions are validly enforceable or that the Vendor will take any steps to enforce same. The Vendor shall not be liable to purchasers for damages of any kind arising from the Vendor's failure or refusal to enforce any of the restrictions and/or if any of the restrictions are found by a court of competent jurisdiction to be void or unenforceable.

A handwritten signature in cursive script, enclosed within a hand-drawn oval. A thin line extends from the top of the oval upwards and to the left, ending near the top center of the page.

SCHEDULE "A"
SKETCH OF UNIT



SCHEDULE "B"
VENDOR'S FINISHES

WALLS

- > Inside the unit will be Gypsum board finished and taped ready to be primed.
- > No Floor finishes and no ceiling
- > Sound insulated double drywall partition walls for sound and fire barriers

DOORS

- > One, 7 foot aluminum, individually keyed entry door for pedestrian access.
- > Color matched architectural door closures.

ELECTRICAL

- > Each Unit individually metered for electricity usage.
- > Sound insulated double drywall partition walls for sound and fire barriers

HEATING / VENTILATION

- > Each Unit will have pump heating and cooling

PLUMBING

- > Each unit will have rough-ins for a toilet
- > Retail units Suite 106 to 113 will have rough-in for a two piece washroom
- > Wet columns for additional plumbing hooks-ups.

SPRINKLERS

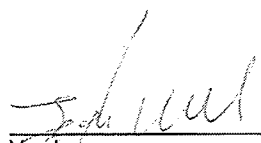
- > Sprinklers as per drawings

The Purchaser acknowledges and agrees that it is purchasing the Unit in an unfinished state, save as set out above.

Please Note: Materials and specifications are subject to change without notice. E. & O. E.


Purchaser

Purchaser

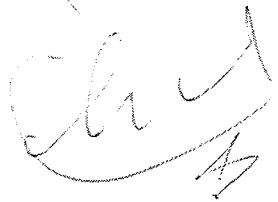

Vendor

SCHEDULE "C"

This Agreement is conditional until that date (the "FA Condition Date") that is thirty (30) days following the date of execution of this Agreement by the Vendor and the Purchaser upon the Vendor being satisfied in its absolute and uncontrolled discretion with the financial ability of the Purchaser to complete this transaction. Immediately following such execution of this Agreement, the Purchaser shall deliver to the Vendor such statements and information as the Vendor may require to satisfy itself with respect to the aforementioned including, without limiting the generality of the foregoing, mortgage commitment letters, bank references, audited financial statements and/or confirmations and confirmation of the Purchaser's income. In this regard, the Purchaser acknowledges and agrees that: (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (b) such information may remain on file by the Vendor for future references. If the Vendor is not satisfied with the Purchaser's financial ability to complete this transaction, then the Vendor may require the Purchaser to cause such covenantor(s) and/or guarantor(s) satisfactory to the Vendor to execute on or before the FA Condition Date an agreement prepared by the Vendor wherein such person(s) guarantees and/or agrees to perform the Purchaser's obligations described in this Agreement. Failing the Purchaser satisfying the Vendor of his financial ability as aforesaid or providing the aforesaid agreement by the covenantor(s) and/or guarantor(s), the Vendor at its option shall be entitled to terminate this Agreement by giving written notice to the Purchaser on or before the FA Condition Date or such further period thereafter as the Vendor may require whereupon the Vendor shall return the deposit(s) paid by the Purchaser to the Vendor without interest (notwithstanding anything to the contrary in this Agreement) and without deduction. Where the Purchaser is entitled to a refund of his deposits being held by the Escrow Agent, such deposits shall not be released to the Purchaser until a mutual release and termination agreement drawn on the Vendor's form has been duly executed by the Vendor, the Purchaser and the Escrow Agent. The Purchaser covenants and agrees with the Vendor to execute and deliver to the Vendor forthwith such mutual release and termination agreement

DEPOSITS

Any deposit monies paid by the Purchaser to the Vendor must be made by cheque payable to SIKDER PROFESSIONAL CORPORATION, In Trust (the "Escrow Agent") who shall hold such funds in trust on the express understanding and agreement that when prescribed security for said deposit monies has been provided in accordance with subsection 81(7) of the Condominium Act, 1998, and subsections 22(1) of Ontario Regulation 48/01 thereunder, the Escrow Agent will be entitled to release and disburse said funds to the Vendor (or whomever and in whatsoever manner the Vendor may direct).

A handwritten signature in cursive script, possibly reading "Chad", is written over a horizontal line. Below the signature, there are initials "AS" also written in cursive.

SCHEDULE "D"
SUNNY MEADOWS MEDICAL CENTRE

THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE FOLLOWING DOCUMENTS:

1. copy of the Agreement of Purchase and Sale and all schedules attached/referenced therein (to which this Acknowledgement is attached as a Schedule) executed by the Vendor and the Purchaser;
2. copy of the Current Disclosure Statement including the Budget Statement in accordance with the requirements of Section 72 of the Condominium Act, 1998;
3. proposed Declaration;
4. proposed By-Law(s) governing the Corporation;
5. proposed Rules and Regulations;
6. proposed Management Agreement;
7. Plan showing the overall site of the Condominium.

DATED at Brampton, this 21st day of February, 2000.

[Handwritten Signature]
Witness

[Redacted Signature]
Purchaser

Witness

Purchaser

**SCHEDULE "E"
UNIT AREA SCHEDULE**

The purchase price set forth on Page 1 of this Agreement is calculated by multiplying the sum of \$ per square foot by the Unit's Gross Floor Area, being square feet.
939

The Unit's Gross Floor Area, as described at the top of this Schedule is approximate only. In the event the Unit's actual Gross Floor Area, as constructed and registered as a Condominium unit shall differ from the area described at the top of this Schedule (as determined by an area certificate from the Vendor's architect or surveyor, such certificate to be binding on the parties hereto and to be supplied by the Vendor to the Purchaser prior to the Unit Transfer Date), the purchase price shall be adjustment in accordance with the subsequent paragraph.

If the differential between the Unit's actual Gross Floor Area, as constructed, and the Gross Floor Area described at the top of this Schedule is:

- (a) less than 5%, there shall be no adjustment to the purchase price;
- (b) greater than 5%, there shall be an upwards or downwards adjustment to the purchase price, as appropriate, in accordance with the amount of the differential that is greater than 5%. For example, if the Unit's actual Gross Floor Area, as constructed, is 7% greater than that area described at the top of this Schedule, the purchase price shall be increased by 2%. As a further example, if the Unit's actual Gross Floor Area, as constructed, is 11% less than that area described at the top of this Schedule, the purchase price shall be decreased by 6%.

The Unit's Gross Floor Area, as actually constructed and as certified by the Vendor's surveyor or architect, shall be comprised of the following: (i) the actual area of the Unit as bounded by the exterior surface of the Unit's exterior walls and the centerline of the demising walls and common area walls, all without deduction for shaft(s), chase(s), column(s) and projection(s) and (ii) a proportion of the square footage attributable to any interior common area of the Condominium which benefits or is accessible by the Unit's occupant.

Purchaser

Purchaser

Vendor

SCHEDULE "F"
FOLLOWING WILL TAKE PRECEDENCE OVER THE ITEMS MENTIONED
IN THE SALES & PURCHASE DOCUMENT INCLUDING ATTACHMENTS
THERE TO.

This refers to the meeting Mr. Gurcharan Singh, Broker, Homelife Miracle Realty (Buyer Broker, on behalf of reservation agreements signed by his clients) had with Mr. Jagdev Dhaliwal (representing D.S.C. Development, 2012241 Ontario Limited as a developers' representative) on July 18th, 2009. This has also in reference to a letter (July 2, 2009) written by Lakhwinder Gill, solicitor for Mr. [REDACTED] one of the proposed buyer of the above condo units.

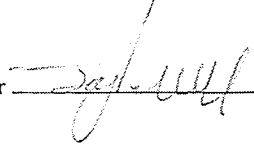
Following point were discussed and confirmed regarding new units being developed at 50 Sunnymeadow, Brampton, Ontario by D.S.C. Development.

1. **Units Size:** Mr. Jagdev Dhaliwal confirmed that the indicated abnormal increases in the area of the proposed units are only anticipated size including common area projections. Actual size and common area sizes will be determined based upon surveyor & Architect's certificate obtained after the construction is over.
2. **Unit Size adjustment:** Schedule "E" para (a) and (b) will stand corrected as the unit size and common area will be determined based upon surveyor's certificate and the proposed 5% ± adjustment to actual floor area will not be followed as indicated in the agreement of Purchase & Sale.
3. **Parking:** Mr. Dhaliwal confirmed that builder has absolutely no intention to charge car parking either to condominium owners or patients on proposed medical centers' premises. Developer is still committed to free parking to condo owners and patients/customers/suppliers/visitors to the proposed offices as agreed in the reservation agreement.
4. **Management of the property:** Mr. Dhaliwal confirmed that developer is not interested to manage the condominium. Elected Condominium Corporation will decide about the management of the property.
5. **Taxes:** Developer will collect municipal taxes at actual against the tax bills received from the city for the time between occupancy and the closing.
6. **Services:** Developer will provide conduit^{for} Hydro, ~~Gas~~^{Gas}, Phone, TV Cable, and Internet services will be available in each unit. Water and other municipal connections will also be made available inside each unit.
7. **Closing:** As per agreement.

8. **Deposits:** Developer will pay interest on all deposits at market rate and credit all deposits plus interest to the purchaser on completion of purchasing of the unit.
9. **Assignment:** Mr. Jagdev Dhaliwal personally guarantees that in case of any assignment required for agreement of Purchase and Sales, he will have no problem in accepting the assignment.
10. **Renting/Leasing:** Owner can advertise the unit for lease anytime after initial execution of the Purchase and Sale agreement without any restrictions from the Developer and can start building the unit immediately from inside after getting units' possession.
11. **Termination of Purchase and Sales Agreement:** If due to any reason other than purchaser's fault of non payments, vendor terminates the Purchase & Sales agreement, the vendor will return all deposit monies to Purchaser with interest.

Purchaser _____

Purchaser _____

Vendor  _____

TAB 32

CONFIDENTIAL

To:	Brandon Smith	From:	Michael Gahunia Net Growth Enterprise 1004 Vickerman Way Milton
			L9T 0C1
Phone:		Phone:	(888) 277-5401
Fax Phone:	+1 (905) 738-9848	Fax Phone:	(888) 277-5401
Date:	2/15/2012		
Pages including cover sheet:	60		

Note:

Please see the following

RECEIVED
FEB 16 2012
IRA SMITH TRUSTEE &
RECEIVER INC.

Fax

CENTUM ONE FINANCIAL

To: Brandon Smith

From: Michael Gahunia

Fax: 905-738-9848

Pages: 56 (including cover)

Re: Office Lease -Unit 315 (Sunny Meadow) **Date:** 02/15/12

Urgent For Review Please Comment Please Reply Please Recycle

• **Comments:**

Attention: Brandon Smith

Please see the attached lease agreement as requested. Please confirm receipt and accommodate accordingly.

I thank you in advance for your time and cooperation on this matter.

Regards,

Michael Gahunia

Mortgage Agent

CENTUM ONE Financial Group

50 Sunny Meadow Blvd. Suite-315

Brampton, Ontario L6R 0Y7

Business: 905-458-3358 Ext 3152

Fax: 1-888-277-5401

Direct: 416-895-8452

Email: michael_gahunia@centum.ca

Website: www.centum.ca/michael_gahunia

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PARTY OF TERM SHEET - FORMING PART OF LEASE OF OFFICE SPACE - 50 SUNNYMEADOW DR, BRAMPTON ONTARIO

1. (a) LANDLORD:
2012241 ONTARIO LTD FOR A COMPANY TO BE REGISTERED
470 CHRYSLER DRIVE UNIT 20
BRAMPTON ONT

2. [Redacted] In trust for a Company to be Incorporated

[Redacted] 416-200-0000

Attention:
[Redacted]

3. [Redacted] PROJECT NAME: [Redacted] BRAMPTON

4. Attached as Schedule A to this Lease is a plan of the Project showing the Leased Premises by hatching. The Leased Premises are designated as unit(s)

5. RENTABLE AREA OF LEASED PREMISES: [Redacted] square feet subject to adjustment in accordance with the definition of Rentable Area and Section 4.08. The Rentable Area of the Leased Premises shall be calculated in accordance with the BOMA ANSI standards ANSI Z65.1-19, except to the extent modified by the definition of Rentable Area.

6. (a) [Redacted] \$ [Redacted] (SECTION 4.02)
(b) [Redacted] \$ (SCHEDULE E) Sunny Meadow Medical Centre

DEPOSIT PAID IN FULL \$ [Redacted]
HST (DEPOSIT INCLUSIVE OF
1ST MONTH RENT INCLUDING
TMI & HST & 2 LAST MONTHS
RENT INCLUDING TMI & HST)

PAGE 2 OF TERM SHEET - FORMING PART OF LEASE OF OFFICE SPACE -

7. TERM: years, months, days:

(a) FIRST DAY OF TERM: 1st June 2011,

(b) LAST DAY OF TERM: 31st October, 2011

8. BASIC RENT: \$1,500.00 Plus heat per month.

Handwritten initials



6 monthly fees

Including TMI from 1st October, 2011 and utilities

From: November 1st, 2011 To: October 31st 2012 \$ [redacted] per annum \$ [redacted] per mo.

From: November 1st, 2012 To: October 31st 2013 \$ [redacted] per annum \$ [redacted] per mo.

From: November 1st, 2013 To: October 31st 2014 \$ [redacted] per annum \$ [redacted] per mo.

From: November 1st, 2014 To: October 31st 2015 \$ [redacted] per annum \$ [redacted] per mo.

From: November 1st, 2011 To: October 31st 2012 \$ [redacted] per annum \$ [redacted] per mo.

calculated at a rate of \$ per square foot per annum of the Rentable Area of the Leased Premises

9. USE OF LEASED PREMISES:

The Leased Premises shall be used solely for the purpose of a general office for the business of and for no other purpose. The Leased Premises shall not be used for any use prohibited by Article 5.00 or Section 9.05.

10. ENVIRONMENTAL ISSUES:

LEASE SECTION 9.05: Applies Does not apply

RIDER 1 (SECTION 9.05): Applies Does not apply

11. INDEMNIFIER: TELEPHONE:

ADDRESS: [redacted] FAX NUMBER:

12. Additional Covenants, Agreements and Conditions (if any) listed here are more particularly set out in Schedules

E. Sunny Meadow Medical Centre

**LEASE OF OFFICE SPACE
BRAMALEA CITY CENTRE - 50 SUNNYMEADOW BLVD**
THIS LEASE is made as of the day of May 13th, 2011

BETWEEN:

2012241 ONTARIO LTD.

a company amalgamated under the laws of Canada and registered to carry on business in the Province of Ontario and

2012241 ONTARIO LTD.

a company incorporated under the laws of the Province of Ontario (collectively the "Landlord")

AND: [Redacted] an In trust for a Company to be Incorporated:

TELEPHONE NUMBER: [Redacted]

FAX NUMBER: [Redacted]

Attention:

TENANTS HEAD OFFICE: [Redacted]

TELEPHONE NUMBER: [Redacted]

FAX NUMBER: [Redacted]

(the "Tenant")

AND: [Redacted] a Company:

TELEPHONE NUMBER: [Redacted]

FAX NUMBER: [Redacted]

Attention:

TENANTS HEAD OFFICE: [Redacted]

TELEPHONE NUMBER: [Redacted]

FAX NUMBER: [Redacted]

(the "Indemnifier")

IN CONSIDERATION of the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1.00 - DEFINITIONS

1.01 Definitions - In this Lease the terms defined in Schedule B shall have the meanings designated therein respectively.

ARTICLE 2.00 - GRANT OF LEASE AND GENERAL COVENANTS

2.01 Grant - The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Leased Premises, to have and to hold during the Term, subject to the terms and conditions of this Lease.

2.02 Landlord's General Covenants - The Landlord covenants with the Tenant:

- (a) subject to the provisions of this Lease, for quiet enjoyment of the Leased Premises so long as the Tenant shall observe and perform all of the covenants and obligations of the Tenant herein; and
- (b) to observe and perform all the covenants and obligations of the Landlord herein.

2.03 Tenant's General Covenants - The Tenant covenants with the Landlord:

- (a) to pay Rent without any deduction, abatement or set-off whatsoever; and
- (b) to observe and perform all the covenants and obligations of the Tenant herein. Sunny Meadow Medical Centre

ARTICLE 3.00 - TERM AND POSSESSION

3.01 Term - The Term of this Lease shall begin on the Commencement Date and end on the date set out in Item 7(b) of the Term Sheet unless terminated earlier as provided in this Lease.

3.02 Early Occupancy - The Tenant may, with the Landlord's prior written consent, use and occupy the Leased Premises or portions thereof before the Commencement Date. In the event of early occupancy, the Tenant shall pay to the Landlord on the date of occupancy a rental for the period from the date the Tenant begins to use or occupy the Leased Premises or portions thereof to the Commencement Date, which rental shall be that proportion of the Rent for the first calendar year of the Term which the number of days in such period is of 365, multiplied by that proportion that the part of the Leased Premises used and occupied from time to time by the Tenant prior to the Commencement Date is of the total area of the Leased Premises. Except where clearly inapplicable, all provisions of this Lease shall apply during such period.

3.03 Delayed Possession - If the Landlord is unable to deliver possession of all or any portion of the Leased Premises by the Commencement Date, this Lease shall remain in full force and effect and the Tenant shall take possession of the Leased Premises on the date when the Landlord delivers possession of all of the Leased Premises, which date shall be conclusively established by notice in writing from the Landlord to the Tenant at least 10 days before such date. The Landlord shall not be liable to the Tenant for any loss, damage or inconvenience resulting from any delay in delivering possession of the Leased Premises but, unless the delay is caused by or attributable to the Tenant, its servants, agents or independent contractors, no Rent shall be payable by the Tenant for the period prior to the date on which the Landlord can deliver possession of all of the Leased Premises, unless the Tenant elects to take possession of a portion of the Leased Premises, in which case Rent shall be payable in respect thereof from the date such possession is so taken. Despite anything contained to the contrary in this Section 3.03, if the Landlord is of the opinion that it is unable to deliver possession of all or any part of the Leased Premises by the expiration of 6 months from the Commencement Date, the Landlord shall have the right to terminate this Lease upon written notice to the Tenant, whereupon neither party shall have any liability to the other and, after the termination date, the Landlord shall return to the Tenant, without interest or deduction, the Security Deposit, if any.

3.04 Acceptance of Leased Premises - Taking possession of all or any portion of the Leased Premises by the Tenant shall be conclusive evidence as against the Tenant that the Leased Premises or such portion thereof and the Common Elements are in satisfactory condition on the date of taking possession, subject only to: (i) latent defects; and (ii) deficiencies (if any) listed in writing in a notice delivered by the Tenant to the Landlord not more than 10 days after the date of taking possession.

ARTICLE 4.00 - RENT

4.01 Rent - The Tenant shall pay to the Landlord as Rent for the Leased Premises the aggregate of:

- (a) Basic Rent in respect of each year of the Term, payable in advance and without notice or demand in monthly instalments as set out in Item 8 of the Term Sheet commencing on the Commencement Date and on the first day of each calendar month thereafter during the Term;
- (b) the Tenant's Proportionate Share of Operating Costs and the Tenant's Proportionate Share of Taxes, during the Term, in each case payable in monthly instalments at the times and in the manner provided in Section 4.06; and
- (c) all amounts (other than payments under Subsections 4.01 (a) and (b)) payable by the Tenant to the Landlord under this Lease, at the times and in the manner provided in this Lease or, if not so provided, as reasonably required by the Landlord.

4.02 Security Deposit - The Landlord acknowledges receipt on or before the Commencement Date of the amount set out in Item 6(a) of the Term Sheet (the "Security Deposit") to be held by the Landlord, without any liability whatsoever on the part of the Landlord for the payment of interest thereon, as a security deposit for the faithful performance by the Tenant of the terms, covenants and conditions of this Lease during the Term hereof and not to be applied on account of Rent except as otherwise provided in this Section 4.02. The Security Deposit will not be a limitation on the Landlord's damages or other rights and remedies available under this Lease or at law or in equity, nor shall the Security Deposit be either a payment of liquidated damages or an advance payment of Rent. The Landlord shall have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit and shall not assume the duties of a trustee for the Security Deposit. The Security Deposit shall not be mortgaged, assigned or encumbered by the Tenant and the Landlord shall not be bound by any such mortgage, assignment or encumbrance. It is understood and agreed between the parties that any portion of the Security Deposit may, at the Landlord's Sunny Meadow Medical Centre

option, be applied toward the payment of overdue or unpaid Rent and may also be applied as compensation to the Landlord for any loss or damage sustained with respect to the breach on the part of the Tenant of any terms, covenants and conditions of this Lease, provided in all cases, however, that the Tenant's liability hereunder is not limited to the amount of the Security Deposit. If during the Term any portion of the Security Deposit is so applied, then the Tenant shall on written demand deliver to the Landlord a sufficient amount by certified cheque to restore the Security Deposit to the original sum deposited. The Landlord shall refund to the Tenant after the expiry date of this Lease any portion of the Security Deposit not used by the Landlord after application by the Landlord to any damage incurred by the Landlord by reason of the default of the Tenant under the terms of this Lease and after deduction of the amount determined by the Landlord, acting reasonably, which will be required for the final year-end adjustment of the Tenant's Occupancy Costs, with any necessary readjustment being made pursuant to Subsection 4.06(2). It is further provided that the Landlord will be discharged from all liability to the Tenant with respect to the Security Deposit to the extent that it is transferred to any purchaser of the Landlord's interest in the Leased Premises.

4.03 Intent - It is the stated purpose and intent of the Landlord and the Tenant that this Lease and the Rent shall be fully net to the Landlord.

4.04 Payment of Rent - General - All amounts payable by the Tenant to the Landlord pursuant to this Lease shall be deemed to be Rent and shall be payable and recoverable as Rent in the manner herein provided and the Landlord shall have all rights against the Tenant for default in any such payment as in the case of arrears of Rent. Rent shall be paid to the Landlord in lawful money of Canada, without deduction, abatement or set-off, at the local address of the Landlord set out in Item 1(a) of the Term Sheet or to such other Person or such other address as the Landlord may from time to time designate in writing. To the extent that any Rent is outstanding at the expiration or earlier termination of this Lease and subject to the provisions of Section 11.04, the Tenant's obligation to pay Rent shall survive the expiration or earlier termination of this Lease. Any Rent or other sum received or accepted by the Landlord and paid by anyone other than the Tenant, on behalf of the Tenant, shall not release or in any way affect the covenants of the Tenant set out in this Lease and shall not be deemed to constitute or evidence the Landlord's consent to a Transfer under Article 12.00. Any Rent or other sum received by the Landlord from or for the account of the Tenant while the Tenant is in default under this Lease may be applied at the Landlord's option to the satisfaction in whole or in part of any of the obligations of the Tenant then due under this Lease in such manner as the Landlord sees fit regardless of any designation or instruction of the Tenant to the contrary.

4.05 Partial Month - If the Commencement Date is a day other than the first day of a calendar month, or if the Term ends on any day other than the last day of a calendar month, Rent for the fractions of a month at the beginning and at the end of the Term shall be adjusted *pro rata* on a *per diem* basis.

4.06 Payment of Tenant's Occupancy Costs

(1) Estimate and Payment

(a) The Landlord shall deliver to the Tenant a written estimate or a written revised estimate of: (i) the Tenant's Proportionate Share of Operating Costs for each Fiscal Year; and (ii) the Tenant's Proportionate Share of Taxes for each Fiscal Year. The Tenant shall pay to the Landlord the amount so estimated in equal monthly instalments (except as otherwise required in this Section 4.06 with respect to Property Taxes) in advance over that Fiscal Year simultaneously with the Tenant's payments on account of Basic Rent. If the Landlord does not deliver to the Tenant such an estimate, the Tenant shall continue to pay the Tenant's Proportionate Share of Operating Costs and the Tenant's Proportionate Share of Taxes based on the last such estimate delivered by the Landlord until a further estimate is delivered by the Landlord and the next payment on account of the Tenant's Operating Costs or Taxes shall be adjusted to take into account any over or under payment in the preceding instalments paid in the Fiscal Year to which the estimate or revised estimate relates. Notwithstanding the foregoing, as soon as bills for all or any portion of amounts included in Operating Costs and Taxes as so estimated are received, the Landlord may bill the Tenant for the Tenant's Proportionate Share thereof and the Tenant shall pay the Landlord such amounts so billed (less all amounts previously paid on account by the Tenant on the basis of the Landlord's estimate as aforesaid) as Rent within 5 days following demand therefor.

(b) Within a reasonable time after the date in each calendar year when the final instalment of Property Taxes is due in respect of commercial properties generally in the municipality in which the Project is located (the "Final Payment Date"), the Landlord shall deliver a statement (the "Tax Statement") to the Tenant that: (i) specifies the Tenant's Proportionate Share of Taxes for the Property Tax Year; and (ii) sets out the total (the "Prepayment Total") of amounts payable under this Subsection 4.06(1)(b) that have been paid by the Tenant between the Final Payment Date in the previous Property Tax Year and the Final Payment Date of the current Property Tax Year. If the Prepayment Total, less any amounts that were previously credited to the Tenant, and any amounts paid for arrears in respect of previous, Sunny Meadow Medical Centre

Property Tax Years, (the "Net Prepayment Total") is less than the Tenant's Proportionate Share of Taxes specified in the Tax Statement, the Tenant shall pay the deficiency with the next monthly payment of Basic Rent. If the Net Prepayment Total exceeds the Tenant's Proportionate Share of Taxes specified in the Tax Statement, the Landlord shall, unless the Tenant is then in default under this Lease, credit the excess to the Tenant on account of the next succeeding payments of the Tenant's Occupancy Costs. The Landlord may estimate Property Taxes for the Property Tax Year following the then current Property Tax Year and the Tenant shall continue after the Final Payment Date to make monthly payments in advance, in amounts determined by the Landlord, for periods determined by the Landlord. The monthly payments paid by the Tenant after the Final Payment Date shall be credited against the Tenant's Proportionate Share of Taxes for the subsequent Property Tax Year.

(c) Any portion of the Tenant's Proportionate Share of Taxes accrued with respect to the Term or any part thereof paid by the Landlord prior to the Commencement Date shall be reimbursed by the Tenant to the Landlord on the Commencement Date or on demand thereafter. Subject to Sections 8.03 and 8.05, the Tenant shall pay the Tenant's Proportionate Share of any Property Taxes or the Landlord's reasonable estimate thereof monthly in advance in the same manner as for payment of the Tenant's Proportionate Share of Operating Costs. Notwithstanding the foregoing, the Landlord shall always have the right:

(i) to revise the amount of instalments on account of Property Taxes payable by the Tenant to an amount that allows the Landlord to collect all Property Taxes payable by the Tenant by the final due date of Property Taxes for the calendar year; and/or

(ii) to schedule and require payment by the Tenant of instalments on account of Property Taxes payable by the Tenant such that by the final due date of Property Taxes for any calendar year, the Tenant shall have paid to the Landlord the full amount of Property Taxes payable by the Tenant for such calendar year, which arrangement may include payment of instalments by the Tenant in a calendar year on account of Property Taxes payable by the Tenant for the next calendar year.

(2) **Annual Statement and Adjustment** - The Landlord shall deliver to the Tenant within 120 days after the end of each Fiscal Year or as soon after that date as the same shall be prepared by or for the Landlord; a written statement setting out in reasonable detail the amount of the Tenant's Occupancy Costs for such Fiscal Year. If the total of monthly instalments of the Tenant's Occupancy Costs actually paid by the Tenant to the Landlord during that Fiscal Year differs from the amount of the Tenant's Occupancy Costs payable for that Fiscal Year under Subsection 4.01(b), the Tenant shall pay to the Landlord or, if the Tenant is not in default, the Landlord shall credit to the Tenant on account of the next succeeding payments of the Tenant's Operating Costs and Taxes, as the case may be, the difference, without interest, within 30 days after the date of delivery of the statement.

(3) **Disputes** - If the Tenant disputes the Landlord's statement setting out Operating Costs or the Tax Statement for any Fiscal Year, the Tenant shall provide notice thereof in writing to the Landlord within 60 days of delivery of the applicable statement in respect of that Fiscal Year. Notwithstanding delivery of such notice, the Tenant shall continue to pay Rent in accordance with the terms of this Lease. In the event of a dispute, the determination of the Tenant's Proportionate Share of Operating Costs or the Tenant's Proportionate Share of Taxes as made by the Landlord's auditors shall be conclusive and binding upon both the Landlord and the Tenant. All costs of obtaining such determination shall be included in Operating Costs; provided that if the Landlord's auditors confirm the Landlord's calculations within a variance of 5%, the Tenant shall be solely responsible for the entire cost of such determination and shall pay such costs to the Landlord forthwith upon demand. If the Tenant and any one or more of the other tenants in the Project are responsible to pay such costs, the Tenant shall be jointly and severally liable with such other tenant or tenants.

4.07 Resolution of Disputes - In the event of any disagreement as to the amount or propriety of any amount included in Operating Costs, a certificate of the auditor of the Landlord, acting reasonably, shall be conclusive as to the amount of Operating Costs for any period to which such certificate relates.

4.08 Area Determination - The Landlord may from time to time, as it deems necessary, cause the Rentable Area of the Leased Premises and the Total Rentable Area of the Building or any part thereof to be recalculated or remeasured and the cost thereof shall be included in Operating Costs (except as otherwise provided in this Section 4.08). Upon any such recalculation or remeasurement, Rent (including without limitation Basic Rent) shall be adjusted accordingly. If any calculation or determination by the Landlord of the Rentable Area of any premises (including the Leased Premises) is disputed or called into question, it shall be calculated or determined by the Landlord's architect or surveyor from time to time appointed for that purpose, whose certificate shall be conclusive and binding upon the parties hereto. The cost of such calculation or determination shall be included in Operating Costs; provided that if the Tenant disputes the Landlord's calculation or

determination and the calculation or determination by the Landlord's architect or surveyor agrees with the Landlord's calculation or determination within a 2% variance, the Tenant shall pay the full cost of such calculation or determination forthwith upon demand. If the Tenant and any one or more of the other tenants in the Project are responsible to pay such costs, the Tenant shall be jointly and severally liable with such other tenant or tenants. If any error shall be found in the calculation of the Rentable Area of the Leased Premises or in the calculation of the Tenant's Proportionate Share, Rent (including without limitation Basic Rent) shall be adjusted for the Fiscal Year in which the error is discovered and for the Fiscal Year preceding the Fiscal Year in which the error was discovered, if any, and thereafter, but not for any prior period.

4.09 Vacancy - If any part of the Building available for leasing is not occupied, the Landlord shall have the right, in respect of amounts forming part of Operating Costs which vary proportionately with occupancy, to include in Operating Costs a larger amount of costs, which larger amount shall be based on a reasonable estimate of the actual cost which would have been incurred if the unoccupied parts of the Building available for leasing were occupied, it being intended hereby that the Landlord shall obtain, to the extent reasonably possible, full reimbursement of Operating Costs attributable to or in respect of occupied premises, and not that: (i) the Tenant shall subsidize Operating Costs incurred by the Landlord attributable to or in respect of vacant premises; or (ii) the Landlord shall recover more than actual Operating Costs.

4.10 Method of Payment

(1) Unless the Landlord advises otherwise in writing, the Tenant shall provide to the Landlord on or before the Commencement Date and thereafter on or before the beginning of each Fiscal Year during the Term and within 10 days after delivery of the Landlord's estimate of any payment constituting Rent, postdated cheques in the amount of Rent for each month during that Fiscal Year.

(2) At the Landlord's request, the Tenant shall participate in a pre-authorized payment plan whereby the Landlord will be authorized to debit the Tenant's bank account each month or from time to time for Rent payable on a monthly basis, and any amount payable provisionally on an estimated basis. The Tenant hereby undertakes to execute and deliver such documents as may reasonably be required to give full force and effect to this Subsection 4.10(2) within 5 days of such request.

ARTICLE 5.00 - USE AND OCCUPATION

5.01 Use of Leased Premises - The Tenant shall use and occupy only the usable part of the Leased Premises and only for office purposes to carry on the business set out in Item 9 of the Term Sheet and shall not use or permit the Leased Premises or any part thereof to be used or occupied for any other purpose or business except as otherwise expressly permitted under this Lease or by any Person other than the Tenant. The Tenant shall be responsible for obtaining at its expense all necessary approvals, licences and permits, including but not limited to zoning, development, building, occupancy and business approvals, licences and permits, for its intended use of the Leased Premises and shall submit all applications for such approvals, licences and permits to the Landlord for its consent (which consent, if the application pertains to the zoning applicable to the Project or may adversely affect the value or use of the Project or any part thereof, may be arbitrarily withheld by the Landlord) prior to making application. Notwithstanding the Landlord's consent to an application, the Tenant shall indemnify and defend the Landlord and hold it harmless from and against any and all Claims incurred or suffered by the Landlord directly or indirectly arising out of the Tenant's application for, or failure to obtain, such approvals, licences or permits or the resulting approvals, licences and permits with respect to the use, intended or otherwise, of the Leased Premises whether such Claims are in respect of the Leased Premises or in respect of the Building or the Project. The Landlord makes no representation whether or not necessary approvals can be obtained for the Tenant's use or intended use. The Landlord makes no representation or warranty, express or implied, that the present or future use of the Leased Premises, if such use is anything other than office use, is legally fit for the intended use, or complies with any law, by-law or regulation governing the use of the Leased Premises.

5.02 Compliance with Laws - The Tenant shall promptly and at its own cost comply with all present and future laws, regulations and orders relating to, and obtain and maintain in force all approvals, permits, licences and registrations required for, any of the following:

- (a) the occupation or use of and the conduct of any business in or from the Leased Premises;
- (b) the condition of the Leasehold Improvements, fixtures, furniture and equipment installed therein;
- (c) Pollutants and the protection of the environment so far as those laws, regulations and orders or any of them relate to the Project; and
- (d) the making by the Tenant of any repairs, changes or improvements in or to the Project; Sunny Meadow Medical Centre

and the Tenant shall immediately give written notice to the Landlord of the occurrence of any event in the Leased Premises constituting an offence thereunder or being in breach thereof and if the Tenant shall, either alone or with others, cause the happening of any such event, the Tenant shall immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with the foregoing provisions of this Section.

The Tenant agrees that if the Landlord determines in its sole discretion that the Landlord, its property, its reputation or the Leased Premises or any one or more of the foregoing is placed in any jeopardy as determined by the Landlord, by the requirements for any work required to ensure compliance with the foregoing provisions of this Section 5.02, or the Tenant is unable to fulfil its obligations under this Section, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant.

The Tenant shall, at its own expense, remedy any damage to the Leased Premises caused by such event or work or by the performance of the Tenant's obligations under this Section.

If alterations or improvements to the Leasehold Improvements or to the Leased Premises are necessary to comply with any of the foregoing provisions of this Section or with the requirements of insurance carriers, the Tenant shall forthwith complete such work, complying always with the applicable provisions of this Lease, to the extent that it can be done within the Leased Premises and in any event shall pay the entire cost of alterations and improvements so required.

In the event that structural repairs or upgrading of the Building, including but not limited to seismic upgrading, is required to permit the Tenant's use, the Landlord may, at its sole discretion, terminate this Lease.

5.03 Prohibited Uses - The Tenant shall not commit, cause or permit any nuisance in or about or any damage to the Leased Premises or any part thereof, the Building, the Project or any of the Leasehold Improvements or goods or fixtures therein, any overloading of the floors of the Leased Premises or any use or manner of use causing annoyance to other tenants or occupants of the Project. Without limiting the generality of the foregoing, the Tenant shall not use or permit the use of any portion of the Leased Premises for any dangerous, illegal, noxious, odorous or offensive trade, business or occurrence. The Tenant shall keep the Leased Premises free of debris, pollutants and anything of a dangerous, noxious, odorous or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or vibration, heat, odour or noise detectable outside the Leased Premises in the sole discretion of the Landlord. The Tenant shall not use equipment in the Leased Premises in a manner that results in its being seen or heard outside the Leased Premises.

5.04 Common Elements - The Tenant and its employees and invitees shall be entitled to use, in common with others entitled thereto, for purposes for which they are intended, subject to the provisions of this Lease, and only during such hours as the Landlord may designate from time to time, the Common Elements. The Tenant and its employees and invitees shall not obstruct the Common Elements or use the Common Elements other than for their intended purposes and then only in accordance with the rules and regulations set by the Landlord from time to time.

5.05 Hazardous Use - The Tenant shall not do, omit to do or permit to be done anything which will cause or may have the effect of causing the cost of the Landlord's insurance in respect of the Project or any part thereof to be increased at any time during the Term or any policy of insurance on or relating to the Project to be subject to cancellation. Without waiving or limiting the foregoing prohibition, the Landlord may demand and the Tenant shall pay to the Landlord upon demand, the amount of any increase in the cost of insurance caused by anything so done or omitted or permitted to be done. The Tenant shall forthwith upon the Landlord's request comply with the requirements of the Landlord's insurers, cease any activity complained of and make good any circumstance which has caused any increase in insurance premiums or the cancellation or threatened cancellation of any insurance policy. In determining the amount of increased premiums for which the Tenant is responsible, a schedule or statement issued by the Person who computes the insurance rates for the Landlord showing the components of the rate shall be conclusive evidence of the items that make up the rate. If any policy of insurance in respect of the Project or any part thereof is cancelled or becomes subject to cancellation by reason of anything so done or omitted or permitted to be done, the Landlord may without prior notice terminate this Lease and re-enter the Leased Premises.

5.06 Tenant's Security Interest - The Tenant shall not create a security interest in Leasehold Improvements installed in the Leased Premises by the Tenant, any prior tenant or the Landlord.

5.07 Rules and Regulations - The Tenant shall observe and cause its employees, servants, agents, invitees, customers, subtenants, licensees and others over whom the Tenant can reasonably be expected to exercise control to observe the rules and regulations attached as Schedule C hereto and such further and other reasonable rules, and regulations and amendments and additions thereto as may be made by the Landlord and notified to the Tenant by mailing a copy thereof to the Tenant. Sunny Meadow Medical Centre Page 9

or by posting same in a conspicuous place in the Building. All such rules and regulations now or hereafter in force shall be read as forming part of this Lease; provided that if there is a conflict between the rules and regulations and this Lease, the terms of this Lease shall prevail. The Landlord shall not be responsible to the Tenant for the non-observance of any rule or regulation or the terms of any lease or agreement to lease by any other tenant of the Project.

5.08 Permitted Signs - The Tenant shall use only such identification signs as are prescribed by the Landlord from time to time and as comply with all applicable by-laws, regulations and codes as to size, location, arrangement, type of lettering, colour, appearance and design for uniform use by office tenants in the Building. Such signs shall contain only the name under which the Tenant carries on business.

5.09 Prohibited Signs - Except with the prior written consent of the Landlord, which consent may be arbitrarily withheld or rescinded in the Landlord's sole discretion, or as provided in Section 5.08, the Tenant shall not paint, display, inscribe, place or affix any sign, symbol, notice, advertisement, display or direction of any kind anywhere outside the Leased Premises or on the interior of any glass, windows or doors or elsewhere within the Leased Premises so as to be visible from the outside of the Leased Premises.

5.10 Window Coverings - Without the prior written consent of the Landlord, the Tenant shall not install any blinds, drapes, curtains or any other window coverings in the Leased Premises and shall not remove, add to or change the blinds, drapes, curtains or other window coverings installed by the Landlord from time to time. The Tenant shall keep all window coverings open or closed at various times as the Landlord may from time to time direct by the rules and regulations or otherwise.

5.11 Parking - Any Parking Facilities provided by the Landlord shall at all times be subject to the exclusive control and management of the Landlord or those whom the Landlord may designate from time to time. The Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to any Parking Facilities and shall have the right from time to time:

- (a) to expand, reduce, or change the area, level, location and arrangement of the Parking Facilities and to construct any Parking Facilities;
- (b) to enforce parking charges with appropriate provisions for free parking ticket validation by tenants of the Building;
- (c) to temporarily close all or any portion of the Parking Facilities to such extent as may, in the Landlord's opinion, be legally sufficient to prevent a dedication thereof or the accrual of rights to any Person or the public;
- (d) to temporarily obstruct or close off all or any part of the Parking Facilities for the purpose of maintenance or repair; and
- (e) to do and perform such other acts in and to the Parking Facilities as, in the judgment of the Landlord, shall be advisable with a view to the improvement of and use of the Building by tenants, their employees and invitees.

The Landlord will operate and maintain the Parking Facilities in such manner as the Landlord in its sole discretion shall determine from time to time. Without limiting the scope of such discretion, the Landlord shall have the sole right to employ all personnel and make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Parking Facilities. The Tenant shall participate in any free parking or other ticket validation system established by the Landlord and abide by all rules and regulations pertaining thereto and the Tenant shall pay to the Landlord monthly, together with payments on account of Basic Rent, all parking charges attributable to the Tenant as evidenced by parking tickets validated by the Tenant in accordance with any system established by the Landlord.

5.12 Authorization of Enquiries - The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or municipality or governmental or municipal agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to the Tenant or the business conducted in the Leased Premises including, without limitation, laws and regulations pertaining to Pollutants and the protection of the environment; and the Tenant covenants and agrees that the Tenant shall from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information.

5.13 Records - The Tenant shall keep on the Leased Premises or at the Tenant's head office complete records, as required by Environmental Laws, of all goods stored on, or processed, manufactured, packaged or used in any process in the Leased Premises by the Tenant and by any other occupant of the Leased Premises or any part thereof. The Landlord may examine such records and the Tenant shall provide extracts from or copies thereof all as required by the Landlord. *Sunny Meadow Medical Centre*

from time to time. This requirement to maintain such records shall survive the expiry or earlier termination of the Term for the length of time required by Environmental Laws.

5.14 Overloading - The Tenant shall not install or permit the installation of equipment or storage of items that, in the opinion of the Landlord's engineer, overloads the capacity of any utility or of any electrical or mechanical facility in the Project or which may exceed the load-bearing capacity of the floors of the Project. If damage is caused to the Leased Premises or to the Project as a result of any installation in contravention of this Section, the Tenant shall repair the damage or, at the Landlord's option, pay to the Landlord on demand the cost of repairing the damage incurred by the Landlord.

5.15 Telecommunications

(1) The Tenant may utilize a telecommunication service provider of its choice with the Landlord's prior written consent, which consent shall not be unreasonably withheld, subject to the provisions of this Lease, including but not limited to the following:

(a) prior to commencing any work in the Project, the service provider shall execute and deliver the Landlord's standard form of licence agreement, which shall include a provision for the Landlord to receive compensation for the use of the space for the service provider's equipment and materials;

(b) the Landlord shall incur no expense or liability whatsoever with respect to any aspect of the provision of telecommunication services, including without limitation, the cost of installation, service, materials, repairs, maintenance, removal, interruption or loss of telecommunication service;

(c) the Landlord must first reasonably determine that there is sufficient space in the risers of the Building for the installation of the service provider's wiring and cross connect; and

(d) the Tenant shall indemnify and hold harmless the Landlord for all losses, claims, demands, expenses and judgments against the Landlord caused by or arising out of, either directly or indirectly, any acts or omissions by the service provider or the Tenant or those for whom either of them is responsible in law.

(2) The Tenant shall be responsible for the costs associated with the supply and installation of telephone, computer and other communication equipment and systems and related wiring within the Leased Premises to the boundary of the Leased Premises for hook up or other integration with telephone and other communication equipment and systems of a telephone or other communication service provider, which equipment and systems of the service provider are located or are to be located in the Building pursuant to the Landlord's standard form of licence agreement and, subject to the provisions of Section 14.01, for the removal of same.

(3) The Landlord shall supply space in risers in the Building and space on floor(s) of the Building in which the Leased Premises are located, the location of which shall be designated by the Landlord in its discretion, to telecommunication service providers who have entered into the Landlord's standard form of licence agreement for the purpose, without any cost or expense to the Landlord therefor, of permitting installation in such risers and on such floor(s) of telephone and other communication services and systems (including data cable patch panels) to the Leased Premises at a point designated by the Landlord.

(4) The Landlord shall have the right to assume control of wiring, cables and other telecommunication equipment in the Building and may designate them as part of the Common Elements.

(5) The Tenant will not install or use any telecommunication equipment (including, without limitation, any wireless equipment, antennae or related equipment) that creates a health hazard or that interferes with the operating systems of the Building or the telecommunication equipment of the Landlord or other occupants of the Building.

(6) No antennae or wireless equipment will be installed in the Leased Premises or (except so called "cell phones", pagers, personal data assistants ("PDAs") or similar devices typically used by occupants of office premises) used on the Leased Premises without the Landlord's prior written consent. Should any such equipment be permitted:

(a) the Tenant will be required to cooperate fully with the Landlord and others if any spectrum management requirements or programs are put in place to ensure that radio frequencies, channels and unlicensed portions of the radio frequency spectrum operate harmoniously within the Building and do not cause any interference with telecommunications or systems outside of the Building; Sunny Meadow Medical Centre

(b) the Tenant may be required to pay an equitable share, determined by the Landlord, of the costs incurred by the Landlord for spectrum management, as well as costs of monitoring, inspecting, investigating, and obtaining reports relating to wireless equipment usage; and

(c) the Tenant will abide by any recommendations made by the Landlord's Consultants relating to spectrum management and the mitigation of interference, security and reception issues.

(7) The Tenant acknowledges that the Landlord makes no representation concerning, and assumes no responsibility for, any telecommunications or telecommunications equipment of the Tenant or for managing, controlling or protecting telecommunications of the Tenant. The Tenant is fully responsible for satisfying itself concerning all aspects of the Building, its operations and those of its occupants having regard to telecommunication matters and related equipment and will indemnify the Landlord against all Claims relating to disruption that are made by third parties with whom the Tenant or occupants of the Leased Premises communicate via telecommunications.

(8) The Tenant shall not resell telecommunication services (wireless or otherwise) using equipment situated on the Leased Premises or in the Building.

(9) The Tenant will not permit any personnel employed by it or any occupant of the Leased Premises to engage in so-called "hacking" or other unauthorized use of telecommunication or wireless facilities in, adjacent to or serving the Building or any of its occupants.

5.16 Health Emergency - If the Landlord, acting in good faith, determines that a Health Emergency exists:

(a) The Landlord may: (i) amend, supplement or otherwise enforce any existing health emergency rules or regulations in existence; (ii) pass additional rules and regulations; and (iii) impose restrictions to mitigate or minimize the effects of a Health Emergency by controlling access to parts of the Building, imposing sanitization requirements (including, without limiting the generality of the foregoing, requiring the Tenant to decontaminate all or any part of the Leased Premises) and implementing health precautions consistent with advice from any authority having jurisdiction including, without limitation, medical experts or public health officials.

(b) The Landlord will not be considered to be in default under this Lease by reason of: (i) anything it does pursuant to Subsection 5.16(a); and (ii) any decision it makes in good faith in response to a Health Emergency; and will not be liable in contract, tort or any other basis of liability, statutory or otherwise, by reason of any action, omission or failure to act in connection with or as a result of a Health Emergency.

(c) If the Landlord, due to a Health Emergency, acting in good faith, determines that it needs to suspend, reduce or restrict Services in whole or in part including, but not limited to, janitorial services to the Leased Premises or the Building, it will not be considered to be in default under this Lease.

ARTICLE 6.00 SERVICES, MAINTENANCE, REPAIR AND ALTERATIONS BY LANDLORD

6.01 Operation of Project - During the Term, and so long as no Event of Default shall exist, and so long as no event shall occur which, with the passage of time or the giving of notice or both, would constitute an Event of Default, the Landlord shall operate and maintain the Project in accordance with applicable laws and regulations and with standards from time to time prevailing for similar projects in the area in which the Project is located and, subject to payment by the Tenant of Rent, shall provide the Services set out in this Article 6.00; provided that the Landlord shall not be responsible for operating, maintaining, repairing or replacing any systems, facilities or equipment to the extent that the operation, maintenance, repair or replacement thereof are specifically stated in this Lease to be the responsibility of the Tenant.

6.02 Building Services and Facilities - The Landlord shall provide:

(a) washrooms accessible to the Leased Premises for the use of the Tenant, its employees and invitees in common with other persons entitled thereto;

(b) domestic running water to the building standard washrooms in the Leased Premises, if any, and to washrooms available for the Tenant's use in common with others entitled thereto;

(c) access to and egress from the Leased Premises for use by the Tenant, its employees and invitees in common with other persons entitled thereto, provided that the Landlord may restrict access for security purposes or require that all persons seeking access produce identification; Sunny Meadow Medical Centre

(d) heating, ventilation and air conditioning to the Building, including the Leased Premises, to a level sufficient to maintain therein conditions of reasonable temperature and comfort provided that, unless otherwise agreed by the parties, a full standard of interior climate control shall only be maintained during those hours and on those days established from time to time by the Landlord as being operating periods for the Building, having reasonable regard to energy conservation;

(e) lighting and electrical power to the Common Elements as reasonably required;

(f) electrical power to the Leased Premises for lighting and for standard office equipment capable of operating from the voltage circuits available and then standard for the Building;

(g) janitorial services to the Leased Premises and Common Elements to a standard consistent from time to time with similar buildings in the area in which the Building is located;

(h) a directory board located in the Common Elements providing identification of the tenants in the Building in such manner and containing such information as the Landlord may determine; and

(i) subject to Section 5.15, appropriate ducts for bringing telephone services to the Leased Premises.

6.03 Maintenance, Repair and Replacement - Subject to the provisions of Article 10.00 and payment by the Tenant of Rent, the Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Project and for provision of the Landlord's Services set out in Section 6.02 (except as may be installed by or be the property of the Tenant) and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which the Landlord is obligated to insure against under Article 9.00, provided that:

(a) if and so long as all or part of the systems, facilities and equipment in the Project or the supply of utilities to the Project are destroyed, damaged or interrupted, the Landlord shall have a reasonable time within which to complete any necessary repair or replacement and, during that time, shall only be required to maintain such Services as are reasonably possible in the circumstances;

(b) the Landlord may temporarily discontinue such Services or any of them at such times as may reasonably be necessary;

(c) the Landlord shall use reasonable diligence in carrying out its obligations under this Section 6.03, but shall not be liable under any circumstances for any consequential damages, whether direct or indirect, to any Person or property resulting from any failure to do so;

(d) no reduction or discontinuance of Services under this Section 6.03 shall be construed as a breach of the Landlord's covenant for quiet enjoyment or as an eviction of the Tenant or, except as specifically provided otherwise in this Lease, release the Tenant from any obligation under this Lease;

(e) the Landlord shall not be liable under any circumstances for any damage caused by interruption or failure of any satellite, telecommunications system, utility, wiring, elevator or escalator;

(f) the Landlord shall have no responsibility for any inadequacy of performance of any systems within the Leased Premises if the Leased Premises or the use thereof depart from the design criteria for such systems as established by the Landlord for the Building or if the Tenant or its employees or invitees overrides or interferes with such systems; and

(g) nothing contained herein shall derogate from the provisions of Article 10.00.

6.04 Alterations / Renovations by Landlord - During the Term or any renewal or extension thereof, it is understood and agreed that, if the Landlord intends to make changes, additions or improvements to or renovate the Project or any part thereof, of which the Leased Premises form a part (the "Renovation Work"), notwithstanding anything contained in this Lease to the contrary, the Landlord, its servants, agents, contractors and representatives may proceed with the Renovation Work without further consent or approval of the Tenant and the Tenant hereby irrevocably grants to the Landlord its consent to the carrying out of the Renovation Work; provided that the Landlord shall use commercially reasonable efforts to ensure that the Renovation Work does not materially interfere with or adversely affect the business of the Tenant carried on in the Leased Premises during normal business hours for the Building. It is specifically understood and agreed that there shall be no compensation paid to the Tenant nor shall there be any abatement of Rent in connection with the Renovation Work. In exercising its rights pursuant to this Section 6.04, the Landlord shall be entitled to Sunny Meadow Medical Centre

2012241 ONTARIO LTD, IN TRUST FOR A COMPANY TO BE REGISTERED

- and -

Tenant

[Redacted] y to be incorporated *[Signature]*

LEASE OF OFFICE SPACE
SUNNY MEADOW MEDICAL CENTRE
50 SUNNYMEADOW BLVD
Unit 315

LEASED PREMISES: 50 SUNNYMEADOW BLVD
Unit # 315
Brampton, ON

(a) enter the Leased Premises from time to time to make changes or additions to the structure, systems, facilities and equipment in the Leased Premises where necessary to serve the Leased Premises or other parts of the Building;

(b) limit from time to time as may be necessary by reason of the Renovation Work, ingress to and egress from the Leased Premises and/or the Project;

(c) change, add to, diminish, demolish, dedicate for public purposes part or parts of, improve or alter any part of the Project not in or forming part of the Leased Premises; and

(d) change, add to, diminish, improve or alter the location and extent of the Common Elements.

The Landlord agrees to use commercially reasonable efforts to give to the Tenant written or verbal notice of its intention to proceed with the Renovation Work and the Tenant shall cooperate with the Landlord in order to allow the Renovation Work to be completed as expeditiously as possible. It is specifically agreed by the Landlord and the Tenant that the Landlord shall not, by reason of exercising its rights pursuant to this Section 6.04, be in default or be deemed to be in default of any covenant or proviso contained in this Lease or at law.

6.05 Access by Landlord - The Tenant shall permit the Landlord to enter the Leased Premises at any time in case of an emergency or a health related issue, either real or perceived, and otherwise during normal business hours where such entry will not unreasonably disturb or interfere with the Tenant's use of the Leased Premises or operation of its business, to: (i) examine, inspect and show the Leased Premises for purposes of leasing, sale or financing; (ii) provide Services or make repairs, replacements, changes or alterations as provided for in this Lease; or (iii) take such steps as the Landlord may deem necessary for the safety, improvement or preservation of the Leased Premises or the Project or the occupants thereof. In the event that emergency repairs or maintenance, which would otherwise be the responsibility of the Tenant, are required, the Landlord's costs and expenses incurred with respect thereto together with a reasonable administration fee shall be paid to the Landlord by the Tenant from time to time promptly upon receipt of invoices from the Landlord. The Tenant shall cooperate with the Landlord in any such entry by the Landlord into the Leased Premises. The Landlord shall, whenever possible, consult with or give reasonable written or verbal notice to the Tenant prior to entry but no such entry shall constitute an eviction or a breach of the Landlord's covenant for quiet enjoyment or entitle the Tenant to any abatement of Rent.

6.06 Energy Conservation - The Landlord shall be deemed to have observed and performed its obligations under this Lease, including those relating to the provision of utilities and Services, if in so doing it acts in accordance with a directive, policy or request of an authority having jurisdiction in the field of energy conservation, security or environmental matters.

6.07 Supervision and Extended Services - The Landlord, if it shall from time to time so elect, shall have the right to supervise the moving of furniture or equipment of the Tenant and (in addition to supervising the Tenant's work as provided for in this Lease) to supervise the making of repairs conducted within the Leased Premises and the exclusive right to supervise or make deliveries to the Leased Premises. In addition, and by arrangement with the Tenant, the Landlord may provide extended cleaning or other services to the Tenant in addition to those normally supplied and referred to in this Lease. In each case, the Landlord's costs and expenses incurred with respect thereto together with a reasonable administration fee shall be paid to the Landlord by the Tenant from time to time promptly upon receipt of invoices from the Landlord.

6.08 Landlord's Work - The Tenant agrees that it has entered into this Lease on the express understanding that, unless otherwise specifically provided in Schedule B or Schedule E, the Leased Premises are being leased "as is" and that the Landlord's work in respect of the Leased Premises is limited to the scope delineated as Landlord's work in Schedule D. All other improvements to the Leased Premises shall be performed at the sole expense of the Tenant in accordance with the terms of this Lease including, but not limited to, Section 7.04.

6.09 Control by Landlord - The Tenant agrees that the Landlord shall have control of the Project and, without limiting the generality of anything contained elsewhere in this Lease, the Landlord may make such use of the Common Elements and permit others to make such use of the Common Elements as the Landlord may from time to time determine subject, in the case of use by others, to such terms and conditions and for such consideration as the Landlord may in its discretion determine, provided that such uses do not materially obstruct access to the Leased Premises and the Landlord may temporarily close all or any part or parts of the Project to such extent as may, in the opinion of the Landlord or any Consultants engaged by the Landlord in that regard, be legally sufficient to prevent a dedication thereof or the accrual of rights therein to any Person or the public. *sunny meadow medical centre*

ARTICLE 7.00 - PAYMENT FOR SERVICES AND MAINTENANCE, REPAIR AND ALTERATIONS BY TENANT

7.01 Utilities - In addition to the payment of the Tenant's Occupancy Costs and notwithstanding Sections 6.01 and 6.02, the Tenant shall be responsible for the cost of all utilities including electricity supplied to the Leased Premises. The Tenant shall not, without the prior written approval of the Landlord, which may be arbitrarily withheld, install or cause to be installed in the Leased Premises any equipment that will require additional utility usage or special venting or any telecommunications lines and/or conduits in excess of that normally required for office premises, as determined by the Landlord. If, with the Landlord's prior written approval, after having determined that the installation of such equipment: (i) is within the capacity of the Building's systems; (ii) would not affect the operation, aesthetics or structure of the Building; (iii) would not reduce the efficiency of the existing services supplied to other tenants or parts of the Building; and (iv) is otherwise feasible, such additional equipment is installed, the Tenant shall be solely responsible for all recurring and non-recurring costs of installing and operating such equipment including, without limitation, any excess utility usage.

If utilities are supplied to the Tenant through a meter common to other tenants in the Project (there being no obligation on the Landlord to install separate meters), the Landlord shall pay the cost of the utilities and apportion the cost *pro rata* among the tenants supplied through the common meter, based on all relevant factors including, but not limited to, the hours of use, number and types of lights and electrical equipment and the proportion of each tenant's Rentable Area to the Rentable Area of all tenants to which the common meter relates. Upon receipt of the Landlord's statement of apportionment, the Tenant shall promptly reimburse the Landlord for all amounts apportioned to the Tenant by the Landlord; provided that the Landlord may elect by notice to the Tenant to estimate the amount which will be apportioned to the Tenant and require the Tenant to pay that amount in monthly instalments in advance simultaneously with the Tenant's payments of Basic Rent. Notwithstanding the foregoing, and whether the Leased Premises are separately metered or not, the Landlord may purchase in bulk from the utility supplier the aggregate utility requirements of the Project at the applicable rates determined by a single meter on the Project and may, in billing the Tenant for its share of such utility, apply a scale of rates not greater than the current scale of rates at which the Tenant would from time to time be purchasing the whole of its utilities required and consumed in respect of the Leased Premises if the Tenant were purchasing directly from the utility supplier. The Tenant shall upon the Landlord's request install a separate utility meter or meters in the Leased Premises at the Tenant's expense.

In addition to the payments to the Landlord required by this Article 7.00, the Tenant shall pay all rates, charges, costs and expenses as may be assessed or levied by any supplier of utilities to the Tenant other than those supplied by the Landlord.

7.02 Lights - In addition to the payment of the Tenant's Occupancy Costs and notwithstanding Sections 6.01 and 6.02, except to the extent the same is included in Operating Costs, the Tenant shall pay to the Landlord monthly in advance, with its payments of Basic Rent, a reasonable amount as determined by the Landlord in respect of replacement of building standard fluorescent tubes, light bulbs and ballasts in the Leased Premises on a periodic basis or as required from time to time and the costs of cleaning, maintaining and servicing of the electrical light fixtures in the Leased Premises.

7.03 Heating, Ventilation and Air Conditioning - In addition to the payment of the Tenant's Occupancy Costs and notwithstanding Sections 6.01 and 6.02, the Tenant shall be responsible for the cost of all heating, ventilation and air conditioning required in the Leased Premises or any part thereof in excess of that required to be provided by the Landlord under Section 6.02(d). If at any time during the Term the Landlord shall determine that the cost of the heating, ventilation and air conditioning required in the Leased Premises or any part thereof is in excess of that normally required in other parts of the Building which are used for normal office purposes, the Landlord may deliver to the Tenant a statement in writing setting out the cost of the excess together with a reasonable administration fee and upon receipt of the statement from time to time the Tenant shall promptly reimburse the Landlord for the amount shown in the statement as attributable to the Leased Premises.

7.04 Alterations by Tenant - The Tenant may from time to time at its own expense make changes, additions and improvements to the Leased Premises to better adapt the same to its business, provided that any change, addition or improvement shall:

(a) comply with the requirements of the Landlord's insurers and any governmental or municipal authority having jurisdiction;

(b) be made only if, prior to preparation of any plans and specifications and prior to commencement of any work: (i) in the Leased Premises, including, without limiting the generality of the foregoing, any demolition, construction or alterations, the Tenant has determined through testing at its own cost and expense what Pollutants, if any, are present in the Leased Premises; or (ii) in any area above any dropped ceiling in the Leased Premises or in any area outside of the Leased Premises, the Tenant has notified the Sunny Meadow Medical Centre

Landlord in writing and takes such measures in carrying out such work as are required by the Landlord and, in either event, if the Tenant fails to do so, the Tenant acknowledge and agrees that it shall indemnify and hold harmless the Landlord from and against any and all Claims growing or arising out of the Tenant's failure to do so;

(c) be made only after detailed plans and specifications therefor, including a waste management plan and, where practicable, a plan for recycling of construction materials, have been submitted to the Landlord and received the prior written approval of the Landlord, all at the expense of the Tenant, and should the Landlord provide its written approval, such approval shall not be deemed to mean that the proposed changes, additions or improvements comply with any existing or future municipal by-laws or any other applicable laws, by-laws, codes or requirements. All costs incurred with respect to such approval shall be at the expense of the Tenant. Any changes, additions and/or improvements affecting the Building's electrical, mechanical and/or structural components shall only be performed by contractors selected by the Landlord (the "Landlord's Contractors"). A list of the Landlord's Contractors is available upon request;

(d) equal or exceed the then current standard for the Building;

(e) be carried out in a good and workmanlike manner and, subject to Subsection 7.04(c), only by Persons selected by the Tenant and approved in writing by the Landlord who shall, if required by the Landlord, deliver to the Landlord before commencement of the work, materials, performance and payment bonds as well as 'proof of workers' compensation, construction (including builder's risk insurance and errors and omission insurance covering the contractor, if any, general contractor, if any, and all architects and engineers) and public liability and property damage insurance coverage, with the Landlord and the Landlord's Agent named as additional insureds, in amounts, with companies and in a form reasonably satisfactory to the Landlord, which shall remain in effect during the entire period in which the work will be carried out; and

(f) be made only after the Tenant has provided to the Landlord evidence of all requisite permits and licences and any other information reasonably required by the Landlord.

Upon completion of such change, addition or improvement, the Tenant shall provide to the Landlord as-built drawings and/or a CAD disk of same in a format useable by the Landlord, together with evidence satisfactory to the Landlord of a final inspection of such change, addition or improvement (including inspection of mechanical and electrical systems where applicable) by the authority which issued the permit or licence for same.

7.05 Tenant's Trade Fixtures and Personal Property - The Tenant may install in the Leased Premises its usual trade fixtures and personal property in a proper manner, provided that no installation or repair shall interfere with or damage the mechanical or electrical systems or the structure of the Building. If the Tenant is not then in default hereunder, the trade fixtures and personal property installed in the Leased Premises by the Tenant may be removed by the Tenant from time to time in the ordinary course of the Tenant's business or in the course of reconstruction, renovation or alteration of the Leased Premises by the Tenant, subject to the provisions of Article 14.00, and provided that the Tenant promptly repairs at its own expense any damage to the Leased Premises and the Building resulting from the installation and removal and provided further that in the event of removal of trade fixtures, except at the expiration of the Term, the Tenant shall promptly replace such trade fixtures with trade fixtures of equal or greater quality and value, subject to the provisions of Section 14.01. The Tenant may not alter or remove any Leasehold Improvements, whether installed by the Landlord or by or on behalf of the Tenant, at any time during the Term or any renewal or extension thereof without the Landlord's prior written consent.

7.06 Maintenance and Repair - Except to the extent that the Landlord is specifically responsible therefor under this Lease, the Tenant, at its cost, shall maintain and repair the Leased Premises and maintain, repair and replace all Leasehold Improvements and all apparatus therein in good order and condition, and in compliance with the requirements of all authorities having jurisdiction, including without limitation:

(a) keeping the Leased Premises and the immediate surrounding area in a clean and tidy condition and free of debris and garbage;

(b) repainting and redecorating the Leased Premises and cleaning and maintaining window coverings and carpets at reasonable intervals as reasonably required by the Landlord;

(c) subject to the provisions of Section 7.05, making repairs and replacements as needed to the Leased Premises including, without limitation, to internal and external glass within or on the exterior of the Leased Premises (with the exception of glass comprising the curtain wall), doors, hardware, partitions, walls, fixtures, lighting and plumbing fixtures, wiring, piping, ceilings, floors and thresholds in the Leased Premises; and Sunny Meadow Medical Centre

(d) keeping the Leased Premises in such condition as to comply with the requirements of any authority having jurisdiction.

7.07 Inspection - The Landlord and its Consultants may from time to time enter upon the Leased Premises:

- (a) to inspect the Leased Premises and its condition; and
- (b) to inspect any work being done by the Tenant both during the course of such work and following completion thereof.

If the Landlord or the Landlord's Agent shall determine that the work being done by the Tenant is in breach of this Lease or fails to comply with the requirements of this Lease in any respect, the Tenant shall forthwith remedy such breach or failure to comply and shall desist from continuing the same. The Tenant shall, at its own cost, make good any deficiency in such work and remedy any failure to comply with the requirements of this Lease.

7.08 Failure to Maintain - If the Tenant fails to perform any obligation under this Article 7.00, then on not less than 5 days' notice to the Tenant, the Landlord may enter the Leased Premises and perform the obligation without liability to the Tenant for any loss or damage thereby incurred. The Tenant shall promptly after receiving the Landlord's invoice therefor reimburse the Landlord for all costs incurred by the Landlord in performing the obligation plus 20% of the costs for overhead and supervision.

7.09 Liens - The Tenant shall:

- (a) pay promptly when due all costs for work done or caused to be done or goods affixed by the Tenant in the Leased Premises which could result in any lien or encumbrance on the Landlord's interest in the Project or any part thereof, or the filing or registration of any security interest or notice thereof;
- (b) keep the title to the Project, including every part thereof and the Leasehold Improvements, free and clear of any lien, encumbrance or security interest or notice thereof; and
- (c) indemnify and hold harmless the Landlord against any Claims arising out of the supply of goods, materials, services or labour for the work.

The Tenant shall immediately notify the Landlord of any lien, encumbrance, claim of lien, security interest, or notice thereof or other action of which it has, or reasonably should have, knowledge and which affects the title to the Project or any part thereof and shall cause the same to be removed within 5 Business Days (or such additional time as the Landlord may consent to in writing), failing which the Landlord may take such action as the Landlord deems necessary to remove same and the entire cost thereof shall immediately become due and payable by the Tenant to the Landlord. The Tenant shall not affix or cause to be affixed to the Project any goods, acquired under conditional sale or with respect to which any lien, encumbrance or security interest exists. The Landlord may from time to time post such notices in such places on the Leased Premises as the Landlord considers advisable to prevent or limit the creation of any liens upon the Project or any part thereof.

7.10 Roof - The Tenant shall not be entitled to install upon the roof of the Building any equipment except as consented to in writing by the Landlord, which consent may be arbitrarily withheld, but if given shall be subject to whatever conditions the Landlord, in its sole discretion, deems necessary in the circumstances.

ARTICLE 8.00 - TAXES

8.01 Taxes Payable by Landlord - The Landlord covenants and agrees to pay all Taxes assessed against the Landlord or the Project on account of its ownership when due (except for Business Taxes payable directly to the taxing authority by the Tenant under Subsection 8.02(b) and similar taxes levied or assessed separately from Taxes and payable directly to the taxing authority by other tenants or occupants of the Project) and subject to the provisions hereinafter contained in this Article 8.00. Provided however, that the Landlord may defer payment of any such Taxes or defer compliance with any statute, law, by-law, regulation or ordinance in connection with the levy of such Taxes in each case to the fullest extent permitted by law as long as it shall diligently prosecute any contest or appeal of such Taxes.

8.02 Taxes Payable by Tenant - The Tenant shall pay promptly when due all Taxes upon or on account of the following:

- (a) to the Landlord, the Tenant's Proportional Share of Taxes; and Sunny Meadow Medical Centre.

(b) to the taxing authority or to the Landlord at the Landlord's direction, any Taxes imposed or assessed against or in respect of the personal property and Leasehold Improvements of the Tenant in the Leased Premises or in respect of any business operations carried on or in respect of the use or occupancy thereof by the Tenant or by any subtenant or licensee, if levied or assessed separately from Taxes upon the remainder of the Land and Building and referred to herein as "Business Taxes".

The Tenant agrees to provide to the Landlord within 3 days of receipt thereof, an original or duplicate copy of any separate bill for Taxes. The Tenant shall deliver promptly, upon request of the Landlord, receipts for all such payments and will furnish such other information as the Landlord may require.

8.03 Tax Increases Attributable to Tenant - If any Taxes in respect of the Leased Premises or Project are greater than they otherwise would have been by reason of the constitution or ownership of the Tenant, the use of the Leased Premises by the Tenant, the school support of the Tenant or any other reason peculiar to the Tenant, the portion of such Taxes in each year attributable to such reason, as determined by the Landlord, shall be paid by the Tenant to the Landlord at least 15 days prior to the due date for payment thereof by the Landlord, and in addition to Property Taxes and other Taxes otherwise payable by the Tenant under this Lease.

8.04 Sales Taxes - The Tenant shall pay to the Landlord the amount of all Sales Taxes accruing due with respect to Rent at the time the Rent is due and payable to the Landlord under this Lease. The Tenant's obligation to pay Sales Taxes under this Section shall not be limited or precluded by any limitation contained in this Lease upon the Landlord's right to recover or receive payment from the Tenant of taxes upon the Landlord's income or profits or otherwise.

8.05 Landlord's Election - Notwithstanding that any Taxes (including without limitation, any of the foregoing payable by the Tenant under Subsection 8.02(a)) may be separately imposed, levied, assessed or charged by the appropriate authority for or in respect of the Leased Premises and other portions of the Project, the Tenant shall nevertheless be obligated to pay the Tenant's Proportionate Share of Taxes as part of the Tenant's Occupancy Costs. Notwithstanding the foregoing, the Tenant's Proportionate Share of Taxes so determined may be adjusted by the Landlord, acting reasonably and equitably to the extent necessary, to ensure that the Tenant's Proportionate Share of Taxes is the same as it would have been following application of any special provision of real property tax related legislation applicable to this Lease.

8.06 Right to Contest - Each of the Landlord and the Tenant (provided the Tenant is legally entitled to do so) shall have the right to contest in good faith the validity or amount of any Taxes which, in the case of the Landlord, the Landlord is responsible to pay under this Article 8.00 and which, in the case of the Tenant, the Tenant is responsible to pay under Subsection 8.02(b) and for which it is separately assessed. Notwithstanding anything to the contrary herein, the Tenant may, upon prior written notice to the Landlord, defer payment of any amount payable by it pursuant to Subsection 8.02(b) for which it is separately assessed, to the extent permitted by law; provided that no contest by the Tenant shall involve the possibility of forfeiture, sale or disturbance of the Landlord's interest in the Leased Premises or the imposition of any penalty or interest, charge or lien and that, upon the final determination of any contest by the Tenant, the Tenant shall immediately pay and satisfy the amount found to be due, together with any costs, penalties and interest. If, as a result of any contest by the Tenant, any tax, rate, levy, assessment, fee or other charge is increased, the Tenant shall be responsible for the full amount of such increase in respect of the period to which the contest relates and to any subsequent tax periods which commence during the Term.

The Tenant shall not contest any amount payable by it under Subsection 8.02(a) but may contest any amount payable by it under Subsection 8.02(b) or appeal any assessment therefor subject to complying with the following:

(a) the Tenant shall deliver to the Landlord any notices of appeal or other like instrument and obtain the Landlord's consent thereto; which consent shall not be unreasonably withheld, before filing the same;

(b) the Tenant shall deliver whatever security the Landlord reasonably requires;

(c) the Tenant shall promptly and diligently prosecute the contest or appeal at its sole expense; and

(d) the Tenant shall keep the Landlord fully informed thereof.

ARTICLE 9.00 - INSURANCE, LIABILITY AND ENVIRONMENTAL

9.01 Landlord's Insurance - During the Term, the Landlord shall place insurance coverage on and with respect to the Project excluding the area(s) to be insured by the Tenant as set out in Section 8.02, which coverage shall include the following, if available at reasonable cost in the opinion of the Landlord: Sunny Meadow Medical Centre

- (a) all risks insurance for the full reconstruction value of the Project, excluding Leasehold Improvements and any other property that is the responsibility of the Tenant or any other tenant or occupant of the Project to insure, as determined by the Landlord;
- (b) as an extension to the insurance maintained pursuant to Subsection 9.01(a), insurance on the rental income derived by the Landlord from the Project on a gross rental income form with a period of indemnity of not less than the period as estimated by the Landlord from time to time which would be required to rebuild and, if necessary, to re-tenant the Project in the event of the complete destruction thereof;
- (c) boiler and machinery insurance, including repair or replacement and rental income coverage, if applicable;
- (d) plate glass insurance (not including plate glass fronting or within the Leased Premises) if deemed appropriate by the Landlord;
- (e) commercial general liability insurance; and
- (f) such other insurance which is or may become customary or reasonable for owners of projects similar to the Project to carry in respect of loss of, or damage to, the Project or liability arising therefrom.

The insurance referred to in this Section shall be carried in amounts determined reasonably by the Landlord. The insurance shall be written in the name of the Landlord with loss payable to the Landlord and to any mortgagee (including any trustee under a deed of trust and mortgage) of the Project from time to time. The policies of insurance referred to in Subsections 9.01(a), (b), (c), (d) and (e) shall contain a waiver of the insurer's right of subrogation as against the Tenant. The Landlord hereby waives its right of recovery against the Tenant, its employees and those for whom the Tenant is in law responsible with respect to all Claims required to be insured against by the Landlord hereunder.

Notwithstanding any contribution by the Tenant to insurance premiums as provided for in this Lease, no insurable interest is conferred upon the Tenant under policies carried by the Landlord. Except as specifically provided in this Lease, the Landlord shall in no way be accountable to the Tenant regarding the use of the insurance proceeds arising from any Claims.

9.02 Tenant's Insurance - At its own expense the Tenant shall take out and thereafter maintain in force at all times during the Term and at all times when the Tenant is in possession of the Leased Premises insurance policies as follows:

- (a) all risks insurance on Leasehold Improvements and on all other property of every description, nature and kind owned by the Tenant or for which the Tenant is legally liable, which is installed, located or situated within the Leased Premises or elsewhere in the Project, including without limitation, all inventory or stock-in-trade in an amount not less than the full replacement cost thereof without deduction for depreciation; such insurance shall be subject to a replacement cost endorsement and shall include a stated amount co-insurance clause and a breach of conditions clause;
- (b) commercial general liability insurance to respond to any and all incidents occurring in the Leased Premises in the minimum amount of \$5,000,000.00 per occurrence including the following extensions: owners and contractors protective; limited pollution coverage endorsement; products and completed operations; personal injury; tenant's legal liability insurance for the full replacement cost of the Leasehold Improvements; occurrence basis property damage; blanket contractual and non-owned automobile liability; such insurance shall include cross liability and severability of interest clauses;
- (c) boiler and machinery or equipment breakdown insurance, including repair or replacement endorsement, in an amount satisfactory to the Landlord and providing coverage with respect to all objects introduced into the Leased Premises by or on behalf of the Tenant or otherwise constituting Leasehold Improvements;
- (d) plate glass insurance on all internal and external glass within or fronting the Leased Premises; however, notwithstanding the foregoing, the Tenant may elect to self-insure for the insurance described in this Subsection 9.02(d);
- (e) business interruption insurance on the profit form providing all risks coverage with a period of indemnity of not less than 12 months; and
- (f) any other form of insurance in such amounts and against such risks as the Landlord may from time to time reasonably require. Sunny Meadow Medical Centre

The Tenant acknowledges and agrees that it shall be solely responsible for insuring the Leasehold Improvements, its equipment and stock and any other property owned or brought into the Leased Premises by the Tenant whether affixed to the Building or not.

The insurance policies referred to in this Section shall be subject to such higher limits as the Tenant, or the Landlord acting reasonably, or any mortgagee of the Landlord's interest in the Project may require from time to time. The insurance policies referred to in Subsections 9.02(a) and (b) shall include the Landlord and the Landlord's Agent and Nominee (collectively the "Additional Insureds") as named additional insureds, and shall protect and indemnify the Additional Insureds in respect of all Claims, including Claims by the Tenant, as if the Additional Insureds were separately insured. The insurance policies referred to in Subsections 9.02(a), (b), (c), (d), (e) and (f) shall contain a waiver of the insurer's right of subrogation as against the Landlord and the Landlord's Agent. The Tenant hereby waives its right of recovery against the Landlord, its employees and those for whom the Landlord is in law responsible with respect to all Claims required to be insured against by the Tenant hereunder. Any and all deductibles in the Tenant's insurance policies shall be borne solely by the Tenant and shall not be recovered or attempted to be recovered from the Landlord. In addition, all such policies shall be non-contributing with, and will apply only as primary and not excess to, any insurance proceeds available to the Landlord.

The Tenant shall provide to the Landlord at the commencement of the Term and at least 30 days prior to the renewal of all insurance referred to in this Section 9.02, and promptly at any time upon request, a certificate of insurance evidencing the insurance coverage maintained by the Tenant in accordance with this Section 9.02. The delivery to the Landlord of a certificate of insurance or any review thereof by or on behalf of the Landlord shall not limit the obligation of the Tenant to provide and maintain insurance pursuant to this Section 9.02 or derogate from the Landlord's rights if the Tenant shall fail to fully insure.

All policies shall provide that the insurance shall not be cancelled or changed to the prejudice of the Landlord without at least 30 days' prior written notice given by the insurer to the Landlord. All policies of insurance shall be placed with a company licensed to sell commercial insurance in Canada.

The Tenant acknowledges and agrees that, if it fails to obtain and maintain in force any of the insurance policies set out in this Section 9.02, then the Tenant shall indemnify and hold harmless the Landlord in respect of any losses arising therefrom.

9.03 Placement of Tenant's Insurance by Landlord - If the Tenant fails to place or maintain all or any of the insurance coverage referred to in Section 9.02, the Landlord may, at its option, place all or any part of such insurance in the name of or on behalf of the Tenant and the Tenant shall pay to the Landlord upon demand all costs incurred by the Landlord in so doing including, without limitation, the premium or premiums for such insurance together with the Landlord's administrative fee of 15% of such premium.

9.04 Limitation of Landlord's Liability - The Landlord, the Landlord's Agent, their employees and any Person for whom any of them are in law responsible shall not be liable under any circumstances for any damage caused by anything done or omitted to be done by any other tenant of the Project or any Person for whom such tenant is in law responsible.

9.05 Environmental Issues

(1) Landlord's Requirements - The Tenant shall not bring into or allow to be present in the Leased Premises or the Project any Pollutants except such as are disclosed in Schedule G hereto. If the Tenant, its contractors or invitees or any Person for whom the Tenant is in law responsible shall bring, create, discharge or release upon, in or from the Project, including the Leased Premises, any Pollutants, whether or not disclosed in Schedule G and whether during the Term of this Lease or any prior lease by the Tenant, then such Pollutants shall be and remain the sole property of the Tenant and the Tenant shall promptly remove same at its sole cost at the expiration or sooner termination of the Term or sooner if required by the Landlord. For greater certainty, the Tenant shall not be permitted to carry out any type of risk assessment of the Leased Premises or the Project as purported compliance with the requirements of this Subsection 9.05(1).

(2) Governmental Requirements - If, during the Term or any renewal or extension of this Lease or at any time thereafter, any governmental authority shall require the clean-up of any Pollutants:

(a) held in, discharged in or from, released from, abandoned in, or placed upon the Leased Premises or the Project by the Tenant, its contractors or invitees or any Person for whom the Tenant is in law responsible; or

(b) released or disposed of by the Tenant, its contractors or invitees or any Person for whom the Tenant is in law responsible; Sunny Meadow Medical Centre

whether during the Tenant's occupancy of the Leased Premises or any other premises in the Project pursuant to this Lease or any prior lease by the Tenant of the Leased Premises or any other premises in the Project, then the Tenant shall, at its own expense, carry out all required work, including preparing all necessary studies, plans and approvals and providing all bonds and other security required by any governmental authority or required by the Landlord and shall provide full information with respect to all such work to the Landlord, provided that the Landlord may, at its option, perform any such work at the Tenant's sole cost and expense, payable on demand as additional Rent.

(3) Environmental Covenants - In addition to and without restricting any other obligations or covenants herein, the Tenant covenants that it will:

(a) comply in all respects with all Environmental Laws relating to the Leased Premises or the use of the Leased Premises;

(b) promptly notify the Landlord in writing of any notice by any governmental authority alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to operations in the Leased Premises or relating to any Person for whom it is in law responsible or any notice from any other party concerning any release or alleged release of any Pollutants;

(c) permit the Landlord to:

(i) enter and inspect the Leased Premises and the operations conducted therein;

(ii) conduct tests and environmental assessments or appraisals;

(iii) remove samples from the Leased Premises; and

(iv) examine and make copies of any documents or records relating to the Leased Premises and interview the Tenant's employees as necessary; and

(d) promptly notify the Landlord of the existence of any Pollutants in the Project.

(4) Environmental Indemnification - The Tenant shall, during the Term and at all times thereafter, indemnify and hold the Landlord harmless at all times from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees on a solicitor and client) or substantial indemnity basis and Consultants' fees and expenses) resulting from:

(a) any breach of or non-compliance with the environmental obligations and covenants of the Tenant as set out in this Lease; and

(b) any legal or administrative action commenced by, or claim made or notice from, any third party, including, without limitation, any governmental authority, to or against the Landlord and pursuant to or under any Environmental Laws or concerning a release or alleged release of Pollutants at the Leased Premises into the environment and related to or as a result of the operations of the Tenant or those acting under its authority or control at the Leased Premises or any other premises in the Project, and any and all costs associated with air quality issues, if any, and whether during the Term of this Lease or any prior lease by the Tenant of the Leased Premises or any other premises in the Project.

[If Rider 1 (Section 9.05) is attached to this Lease this Section will be deleted and initialed and the terms and conditions stated on Rider 1 will govern the relationship between the Landlord and the Tenant with respect to environmental issues.]

ARTICLE 10.00 - DAMAGE AND DESTRUCTION

10.01 Limited Damage to Leased Premises, Access or Services - If during the Term, the Leased Premises or any part thereof, or other portions of the Building providing access or Services essential to the Leased Premises, shall be destroyed or damaged by any hazard against which the Landlord is obligated to insure pursuant to Section 9.01, the Landlord, if permitted by law to do so, shall proceed with reasonable diligence to rebuild and restore or repair the Leased Premises or comparable premises to Base Building Standards or such access routes or Service systems, as the case may be, in conformance with current laws to the extent of insurance proceeds received. The covenants of the Tenant to repair shall not include any repairs of damage required to be made by the Landlord under this Section 10.01. For greater certainty, it is understood and agreed that, upon substantial completion of the Landlord's work, the Tenant shall repair or restore the Leasehold Improvements to the state existing prior to the destruction or damage and consistent with its obligations pursuant to Section 7.06. In the event that damage to the Leased Premises or any part thereof or to other portions of the Building providing access or Services essential to the Leased Premises is such that the Leased Premises can not be occupied by the Tenant for a period of sunny Meadow Medical Centre

CONFIRM IN THIS AREA AND LAST PAGE or more: (i) Rent payable by the Tenant shall abate from the date of such damage or destruction to the date of substantial completion of the Landlord's work as determined by the Landlord's architect or engineer or restoration of access or Services, as the case may be; and (ii) if less than all of the Leased Premises is destroyed or damaged as contemplated in this Section 10.01, Rent payable by the Tenant shall abate from the date of such damage or destruction to the date of substantial completion of the Landlord's work in the same proportion as the Rentable Area of the Leased Premises so damaged or destroyed is of the total Rentable Area of the Leased Premises.

It is understood and agreed that, in the event of such damage or destruction to the Leased Premises, the Tenant will remove such Leasehold Improvements, its equipment and stock and any other property owned or brought into the Leased Premises by the Tenant as required by the Landlord or the Landlord's insurers within 5 Business Days of the date of such damage or destruction, failing which the Landlord shall remove same at the Tenant's expense and, in addition, the Tenant shall be liable for any additional costs incurred by the Landlord as a result of the Tenant's failure to carry out such removal.

10.02 Major Damage to Leased Premises - Notwithstanding any other right of termination contained herein, if the Leased Premises shall be damaged or destroyed by any hazard against which the Landlord is obligated to insure under this Lease, and if in the opinion of the Landlord's architect or engineer, given within 30 Business Days of the happening of said damage or destruction, said damage or destruction is to the extent that the Leased Premises shall be incapable of being rebuilt or repaired or restored with reasonable diligence within 6 months after the occurrence of such damage or destruction, then the Landlord may, at its option, terminate this Lease by notice in writing to the Tenant. If such notice is given by the Landlord under this Section 10.02, then this Lease shall terminate on the date of such notice and the Tenant shall immediately surrender the Leased Premises and all interest therein to the Landlord and Rent shall be apportioned and shall be payable by the Tenant only to the date of such damage or destruction and the Landlord may thereafter re-enter and repossess the Leased Premises. For greater certainty, it is understood and agreed that: (i) if the Landlord does not elect to terminate this Lease as aforesaid, upon substantial completion of the Landlord's work, the Tenant shall repair or restore the Leasehold Improvements to the state existing prior to the destruction or damage and consistent with its obligations pursuant to Section 7.05; and (ii) if the Landlord elects to terminate this Lease as aforesaid, the Tenant shall pay to the Landlord forthwith upon demand the cost of repairing or restoring the Leasehold Improvements, as determined by the Landlord's architect or engineer, acting reasonably (but not in any event to exceed the replacement cost of the then existing Leasehold Improvements), by way of insurance proceeds available to the Tenant.

10.03 Damage to Building - Notwithstanding anything to the contrary contained in this Lease or that the Leased Premises may not be affected, if in the reasonable opinion or determination of the Landlord or the Landlord's architect or engineer, rendered within 30 Business Days of the happening of damage or destruction, the Building shall be damaged or destroyed to the extent that any one or more of the following conditions exist:

(a) in the reasonable opinion of the Landlord the Building must be totally or partially demolished, whether or not to be reconstructed in whole or in part;

(b) in the reasonable opinion of the Landlord's architect or engineer the Building shall be incapable of being rebuilt or repaired or restored with reasonable diligence within 6 months after the occurrence of such damage or destruction;

(c) any tenant of the Building which, in the Landlord's absolute discretion, is a major tenant of the Building becomes entitled to terminate its lease as a result of such damage or destruction;

(d) more than 35% of the Total Rentable Area of the Building is damaged or destroyed as reasonably determined by the Landlord's architect or engineer; or

(e) any or all of the heating, ventilating, air conditioning, electrical, mechanical or elevator systems in the Building are damaged or destroyed as reasonably determined by the Landlord's architect or engineer;

then the Landlord may at its sole option terminate this Lease by notice in writing to the Tenant. If notice is given by the Landlord under this Section 10.03, then this Lease shall terminate from the date of such notice and the Tenant shall immediately surrender the Leased Premises and all interest therein to the Landlord and Rent shall be

apportioned and shall be payable by the Tenant only to the date of such notice and the Landlord may thereafter re-enter and repossess the Leased Premises. If the Building is damaged to the extent described in this Section 10.03

and the Landlord does not terminate this Lease, the Landlord will, to the extent of insurance proceeds received, rebuild or repair the Building to Base Building Standards, but the rebuilt or repaired Building may be different in configuration and design from that comprising the Project prior to the damage or destruction. Sunny Meadow Medical Centre

10.04 No Abatement - Except as specifically provided in this Article 10.00, there shall be no abatement of Rent and the Landlord shall have no liability to the Tenant by reason of any injury to, loss of or interference with the Tenant's business or property arising directly or indirectly from fire or other casualty, howsoever caused, or from the making of any repairs resulting therefrom or to any portion of the Building or the Leased Premises.

10.05 Notify Landlord - The Tenant shall immediately notify the Landlord or its representative in the Project of any accident or defect in the Project, the Leased Premises or any systems thereof and, as well, of any matter or condition or knowledge of any threat which may cause injury or damage to the Project or any person or property located therein.

10.06 Expropriation - In the event of Expropriation of all or part of the Leased Premises and/or the Building, neither the Landlord nor the Tenant shall have a claim against the other for the shortening of the Term, nor the reduction or alteration of the Leased Premises or the Building. The Landlord and the Tenant shall each look only to the Expropriating authority for compensation. The Landlord and the Tenant agree to cooperate with one another so that each is able to obtain the maximum compensation from the Expropriating authority as may be permitted in law in relating to their respective interests in the Leased Premises and the Building. Nothing herein contained shall be deemed or construed to prevent the Landlord or the Tenant from enforcing and prosecuting a claim for the value of their respective interests in any Expropriation proceedings. However, to the extent that a part of the Project other than the Leased Premises is Expropriated, the full proceeds paid or awarded therefor will belong solely to the Landlord and the Tenant will assign to the Landlord any rights it might have or acquire in respect of such proceeds or awards and will execute those documents that the Landlord reasonably requires in order to give effect to this intention.

Where used in this Section 10.06 "Expropriation" means expropriated by a governmental or municipal authority, or transferred, conveyed or dedicated in contemplation of a threatened expropriation and "Expropriated" and "Expropriating" have corresponding meanings.

ARTICLE 11.00 - DEFAULT

11.01 Arrears - The Tenant shall pay monthly to the Landlord interest, calculated and compounded monthly, at a rate per annum equal to the lesser of the Prime Rate plus 5% and the maximum rate permitted by applicable law upon all Rent required to be paid hereunder from the due date for payment thereof until the same is fully paid and satisfied. Such interest shall accrue on, be added to and be recoverable in the same manner as the principal sum upon which it is calculated.

In addition to the interest charges, in order to cover the extra expense involved in handling delinquent payments, the Tenant, at the Landlord's sole option, shall pay to the Landlord a charge of \$100.00 (the "Late Charge") when any instalment of Rent is received by the Landlord after the relevant due date thereof.

In addition, if any cheque presented to the Landlord by the Tenant representing payment of Rent is not honoured by the Tenant's bank or such cheque is returned to the Landlord indicating that there are not sufficient funds in the Tenant's account to honour such cheque, the Tenant shall pay to the Landlord a charge of \$50.00 for the first such occurrence during the Term, \$150.00 for the second such occurrence during the Term and \$250.00 for each such subsequent occurrence during the Term (the "NSF Charge"). It is hereby understood and agreed that the Late Charge and the NSF Charge is charged as Rent and not as a penalty or interest, for the purpose of defraying the Landlord's expenses incident to the processing of such overdue payments and that such Late Charge or NSF Charge is due and payable on and from the day immediately following the due date of such overdue payment or, if no due date is specified in this Lease, then on the 10th day following demand for same by the Landlord.

In addition, if any cheque presented to the Landlord by the Tenant representing payment of Rent is not honoured by the Tenant's bank or such cheque is returned to the Landlord indicating that there are not sufficient funds in the Tenant's account to honour such cheque, the Landlord shall have the right to require the Tenant to make all future Rent payments by a negotiable cheque certified by a Canadian chartered bank or by an official bank draft, either to be drawn upon one of Canada's 5 largest Schedule 1 chartered banks measured by assets.

11.02 Costs of Enforcement - The Tenant shall indemnify the Landlord against all costs and charges (including legal fees on a solicitor and client or substantial indemnity basis and the Landlord's reasonable administration charges) reasonably incurred either during or after the Term in enforcing payment of Rent hereunder and in obtaining possession of the Leased Premises after default of the Tenant or upon expiration or earlier termination of this Lease or in enforcing any covenant, proviso or agreement of the Tenant herein contained or in determining the Landlord's rights or the Tenant's obligations under this Lease or both. All such costs and charges shall be paid by the Tenant to the Landlord forthwith upon demand. - Sunny Meadow Medical Centre

11.03 Performance of Tenant's Obligations - All covenants and agreements to be performed by the Tenant under any of the terms of this Lease shall be performed by the Tenant, at the Tenant's sole cost and expense, and without any abatement of Rent. If the Tenant fails to perform any act to be performed by it hereunder then, in the event of an emergency, either real or perceived, or if the failure continues for 10 days following notice thereof, the Landlord may (but shall not be obligated to) perform the act without waiving or releasing the Tenant from any of its obligations relative thereto, but having commenced to do so may cease to do so without completing performance thereof. All sums paid and costs incurred by the Landlord in so performing the act, plus 20% of the cost for overhead and supervision together with interest thereon at the rate set out in Section 11.01 from the date payment was made or such cost was incurred by the Landlord, shall be payable by the Tenant to the Landlord on demand.

11.04 Remedies on Default - Upon the happening of an Event of Default the Landlord may, at its option, and in addition to and without prejudice to all rights and remedies of the Landlord available to it either by any other provision of this Lease or by statute or the general law, exercise any one or more of the following remedies:

(a) be entitled to the full amount of the current month's and the next ensuing 3 months' instalments of Rent which shall immediately become due and payable and the Landlord may immediately distrain for the same, together with any arrears then unpaid;

(b) without notice or any form of legal process, forthwith re-let or sublet the Leased Premises or any part or parts thereof for whatever term or terms and at whatever rent and upon whatever other terms, covenants and conditions the Landlord considers advisable including, without limitation, the payment or granting of inducements all on behalf of the Tenant; and on each such re-letting or subletting the rent received by the Landlord therefrom will be applied first to reimburse the Landlord for any such inducements and for any expenses, capital or otherwise, incurred by the Landlord in making the Leased Premises ready for re-letting or subletting; and secondly to the payment of any costs and expenses of re-letting or subletting including brokerage fees and legal fees on a solicitor and client or substantial indemnity basis; and third to the payment of Rent; and the residue, if any, will be held by the Landlord and applied to payment of Rent as it becomes due and payable. If rent received from re-letting or subletting during any month is less than Rent to be paid during that month hereunder, the Tenant will pay the deficiency which will be calculated and paid monthly on or before the first day of every month; and no re-letting or subletting of the Leased Premises by the Landlord or entry by the Landlord or its agents upon the Leased Premises for the purpose of re-letting or subletting or other act of the Landlord relating thereto including, without limitation, changing or permitting a subtenant to change locks, will be construed as an election on its part to terminate this Lease unless a written notice of termination is given to the Tenant; and if the Landlord elects to re-let or sublet the Leased Premises without terminating, it may afterwards elect to terminate this Lease at any time by reason of any Event of Default then existing;

(c) seize and sell such goods, chattels and equipment of the Tenant as are in the Leased Premises and the Landlord may, but shall not be obligated to, apply the proceeds thereof to all Rent to which the Landlord is then entitled under this Lease. Any such sale may be effected by public auction, private sale or otherwise, and either in bulk or by individual item, or partly by one means and partly by another, all as the Landlord in its sole discretion may decide;

(d) terminate this Lease by leaving upon the Leased Premises notice in writing of the termination, and such termination shall be without prejudice to the Landlord's right to damages; it being agreed that the Tenant shall pay to the Landlord on demand as damages the loss of income of the Landlord to be derived from this Lease and the Leased Premises for the unexpired portion of the Term had it not been terminated; or

(e) re-enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess and enjoy the same as of the Landlord's former estate, anything herein contained to the contrary notwithstanding;

and the Tenant shall pay to the Landlord forthwith upon demand all expenses of the Landlord in re-entering, terminating, re-letting, collecting sums due or payable by the Tenant or realizing upon assets seized or otherwise exercising its rights and remedies under this Section 11.04 including tenant inducements, leasing commissions, legal fees on a solicitor and client or substantial indemnity basis and all disbursements and the expense of keeping the Leased Premises in good order, repairing the same and preparing the same for re-letting.

In addition, and without limiting the generality of the foregoing provisions of this Section 11.04, upon the happening of an Event of Default, and whether or not this Lease is terminated in accordance with such provisions: (i) the Landlord shall have no further liability to pay to the Tenant or any third party any amount on account or in respect of a refund of any Security Deposit, prepaid Rent or prepaid Taxes or any tenant inducement, leasehold improvement allowance, lease takeover or lease subsidy. Sunny Meadow Medical Centre

or any other concession or inducement otherwise provided to the Tenant under or with respect to this Lease, and any Rent free period otherwise provided to the Tenant hereunder shall be null and void and of no further force or effect and Rent shall be payable in full hereunder without regard to any such Rent free period; and (ii) any cash allowance, inducement payment, and the value of any other benefit paid to or conferred on the Tenant by or on behalf of the Landlord in connection with the Leased Premises or this Lease shall be recoverable in full as additional Rent and shall be payable to the Landlord on demand.

11.05 Availability of Remedies - The Landlord may from time to time resort to any or all of the rights and remedies available to it upon the occurrence of an Event of Default either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions herein as to certain rights and remedies are not to be interpreted as excluding any other or additional rights or remedies available to the Landlord by statute or the general law.

11.06 Waiver - If the Landlord shall overlook, excuse, condone or suffer any default, breach or non-observance by the Tenant of any obligation hereunder, this shall not operate as a waiver of the obligation in respect of any continuing or subsequent default, breach or non-observance and no such waiver shall be implied but shall only be effective if expressed in writing.

The Landlord's acceptance of Rent after a default is not a waiver of any preceding default under this Lease even if the Landlord knows of the preceding default at the time of acceptance of the Rent. No term, covenant or condition of this Lease shall be considered to have been waived by the Landlord or the Tenant unless the waiver is in writing. The Tenant waives any statutory or other rights in respect of abatement, set-off or compensation in its favour that may exist or come into existence hereafter with respect to Rent.

11.07 Waiver of Exemption and Redemption - Notwithstanding anything contained in any statute now or hereafter in force limiting the right of distress, none of the Tenant's goods or chattels in the Leased Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and this agreement of the Tenant in this Section may be pleaded as an estoppel against the Tenant.

11.08 Companies' Creditors Arrangement Act - By virtue of its interest in this Lease, the importance of the Tenant continuing to carry on business in the Leased Premises in accordance with this Lease, and the Landlord's entitlement to damages where this Lease is terminated by reason of an Event of Default, the Landlord does and will (despite any changes in circumstances of the Tenant or its business) constitute a separate class or category of creditor in any plan of arrangement or other proposal submitted by or on behalf of the Tenant under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation for bankrupt or insolvent debtors.

ARTICLE 12.00 - ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS

12.01 Request for Consent - The Tenant shall not effect a Transfer of this Lease or of all or part of the Leased Premises without the prior consent in writing of the Landlord, which consent shall not, provided no Event of Default has occurred, be unreasonably withheld. Provided that the Tenant shall, at the time the Tenant shall request the consent of the Landlord, deliver to the Landlord such information in writing (herein called the "required information") as the Landlord may reasonably require respecting the proposed Transferee including, without limitation, the name, address, nature of business, financial responsibility and standing of such proposed Transferee. Provided further that after receiving such request, the Landlord shall have the right, at its option, to terminate this Lease if the request relates to all of the Leased Premises or, if the request relates to a portion of the Leased Premises only, to terminate this Lease with respect to such portion, by giving, within 15 Business Days after receiving the required information, not less than 30 nor more than 60 days' written notice of termination to the Tenant. In the event of such termination, the Rent and other payments required to be made by the Tenant hereunder shall be adjusted to the date of termination and, in the case of a partial termination, Rent shall abate in the proportion that the area of the portion of the Leased Premises for which this Lease is terminated bears to the area of the Leased Premises and this Lease shall be deemed to be amended accordingly.

If the Landlord elects to terminate this Lease as to all or part of the Leased Premises, the Tenant may by written notice (given within 10 days or such longer time as the Landlord may consent to in writing after receipt of the Landlord's notice of termination) notify the Landlord of the Tenant's intention to refrain from the Transfer which gave rise to the Landlord's notice of termination or of the Tenant's intention to accept such notice of termination. If the Tenant gives written notice to the Landlord within such time period that it intends to refrain from such Transfer, then the Landlord's election to terminate this Lease in whole or in part shall become null and void. Otherwise, the Landlord's termination shall take effect on the date stipulated by the Landlord in its notice of termination. Sunny

12.02 Basis for Consent - Notwithstanding anything in the *Landlord and Tenant Act*, the *Commercial Tenancies Act* or any other statute or law and without limiting the grounds upon which a consent may be refused, the Landlord will not be deemed to be unreasonable in refusing consent when:

- (a) the giving of such consent would place the Landlord in breach of any other tenant's lease in the Project or the proposed use by the Transferee is not substantially the same as that of the Tenant;
- (b) such consent is requested for a mortgage, charge, debenture (secured by floating charge or otherwise) or other encumbrance of, or in respect of, this Lease or the Leased Premises or any part of them;
- (c) the Transferee, in the opinion of the Landlord: (i) does not have a history of successful business operation in the business to be conducted in the Leased Premises; (ii) does not have a good credit rating or a substantial net worth; or (iii) there is a history of default under other leases by the Transferee or by companies or partnerships that the Transferee was a principal shareholder of or a partner in at the time of the default;
- (d) the Transferee is an existing tenant in the Project or in any other project of the Landlord or has been within 3 months prior to the proposed assignment or sublease taking effect;
- (e) the Landlord has other premises in the Project available for leasing to the Transferee;
- (f) in the case of a Transfer to a subtenant of less than the entire Leased Premises, if such would result in a configuration which: (i) would require access to be provided through space leased or held for lease to another tenant or improvements to be made outside of the Leased Premises; or (ii) would, in the sole opinion of the Landlord, be unreasonable to attempt to re-lease to a third party;
- (g) the required information received from the Tenant or the proposed Transferee is not sufficient in the Landlord's opinion to enable the Landlord to make a determination concerning the matters set out above; or
- (h) the use of the Leased Premises by the proposed Transferee, in the Landlord's opinion arrived at in good faith, could result in excessive use of the systems or Services in the Project, be inconsistent with the image and standards of the Project or expose the occupants of the Project to risk of harm, damage or interference with their use and enjoyment thereof, or reduce the value of the Project.

The Landlord shall not be liable for any claims, actions, damages, liabilities, losses or expenses of the Tenant or any proposed Transferee arising out of the Landlord's unreasonably withholding its consent to any Transfer and the Tenant's only recourse will be to bring an application for a declaration that the Landlord must grant its consent to the Transfer.

In no event shall any Transfer to which the Landlord may have consented release or relieve the Tenant or any Indemnifier from its obligations fully to perform all the terms, covenants and conditions of this Lease, the Indemnity Agreement or any renewals or extensions of this Lease or the Term on its part to be performed and, in any event, the Tenant shall be liable for the Landlord's costs incurred in connection with the Tenant's request for consent as set out in Subsection 12.03(g).

12.03 Terms and Conditions Relating to Consents - The following terms and conditions apply in respect of a consent given by the Landlord to a Transfer:

- (a) the consent by the Landlord is not a waiver of the requirement for consent to subsequent Transfers, and no Transfer shall relieve the Tenant or the Indemnifier, if any, of its obligations under this Lease, unless specifically so provided in writing;
- (b) no acceptance by the Landlord of Rent or other payments by a Transferee is: (i) a waiver of the requirement for the Landlord to consent in writing to the Transfer; (ii) the acceptance of the Transferee as tenant or subtenant; or (iii) a release of the Tenant or Indemnifier from its obligations under this Lease or any Indemnity Agreement;
- (c) the Landlord may apply amounts collected from the Transferee to any unpaid Rent;
- (d) the Transferor, unless the Transferee is a subtenant of the Tenant, will retain no rights under this Lease in respect of obligations to be performed by the Landlord or in respect of the use or occupation of the Leased Premises after the Transfer and will execute an Indemnity Agreement on the Landlord's standard form in respect of obligations to be performed after the Transfer by the Transferee; **Sunny Meadow Medical Centre**

(e) if the Transferee is an assignee of this Lease, the Transferee shall, when required by the Landlord, jointly and severally with the Tenant, enter into an agreement directly with the Landlord agreeing to be bound by this Lease as if the Transferee had originally executed this Lease as the Tenant, and the Tenant and the Indemnifier, if any, will not be released nor relieved from its obligations under this Lease including, without limitation, the obligation to pay Rent;

(f) in the event that this Lease is disaffirmed, disclaimed or terminated by any trustee in bankruptcy of a Transferee, the original Tenant named in this Lease shall be deemed, upon notice by the Landlord given within 30 days of such disaffirmation, disclaimer or termination to have entered into a lease with the Landlord containing the same terms and conditions as in this Lease, with the exception of the term of such lease which shall expire on the date on which this Lease would have ended save for such disaffirmation, disclaimer or termination; and

(g) any documents relating to a Transfer or the Landlord's consent will be prepared by the Landlord or its solicitors and a reasonable administration charge of at least \$300.00 and the greater of: (i) a reasonable document preparation fee of at least \$500.00; or (ii) those legal fees on a solicitor and client or substantial indemnity basis incurred by the Landlord will be paid to the Landlord by the Tenant on demand.

12.04 Subsequent Transfers - The Landlord's consent to a Transfer shall not be deemed to be consent to any subsequent Transfer, whether or not so stated.

12.05 Increased Rents upon Transfers - In the event of any Transfer by the Tenant by virtue of which the Tenant receives a rent in the form of cash, goods or services from the Transferee which is greater than the Rent payable hereunder to the Landlord, the Tenant shall pay any such excess to the Landlord in addition to all Rent payable under this Lease, and such excess rent shall be deemed to be further Rent payable hereunder.

12.06 Advertising - The Tenant shall not advertise the Leased Premises or any part thereof as being available for leasing or this Lease as being available for transfer in any medium and will not cause or permit any such advertisement, unless the Landlord has permitted the Tenant to do so in writing and has given written approval of the wording of such advertisement, which permission and approval may be arbitrarily withheld.

ARTICLE 13.00 - TRANSFERS BY LANDLORD

13.01 Sale, Conveyance and Assignment - Nothing in this Lease shall restrict the right of the Landlord to sell, convey, assign, pledge or otherwise deal with the Project, subject (except as provided in Section 13.03) only to the rights of the Tenant under this Lease.

13.02 Effect of Transfer - A sale, conveyance or assignment of the Project by the Landlord shall operate to release the Landlord from liability from and after the effective date thereof in respect of all of the covenants, terms and conditions of this Lease, express or implied, except as they may relate to the period prior to the effective date, and the Tenant shall thereafter look solely to the Landlord's successor in interest.

13.03 Subordination - Subject to Section 13.04, this Lease, at the option of any mortgagee, trustee or chargee, is and shall be subject and subordinate in all respects to any and all mortgages (including deeds of trust and mortgage) now or hereafter registered against title to the Building or Land and all advances thereunder, past, present and future and to all renewals, modifications, consolidations, replacements and extensions thereof. The Tenant agrees to execute promptly and in any event within 10 days after request therefor by the Landlord or the mortgagee or trustee under any such mortgage or deed of trust and mortgage an instrument of subordination as may be requested.

13.04 Attornment - The Tenant agrees, whenever requested by any mortgagee, trustee or chargee (in this Section 13.04 and in Section 13.05 called the "Mortgagee") taking title to the Project by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust, or by delivery of a deed in lieu of such foreclosure or other proceeding, to attorn to such Mortgagee as a tenant under all of the terms of this Lease. The Tenant agrees to execute promptly and in any event within 10 days after a request by any Mortgagee an instrument of attornment as may be required by it.

13.05 Effect of Attornment - Upon attornment pursuant to Section 13.04, this Lease shall continue in full force and effect as a direct lease between the Mortgagee and the Tenant, upon all of the same terms, conditions and covenants as are set forth in this Lease except that, after attornment, the Mortgagee and its successors in title shall not be:

(a) liable for any act or omission of the Landlord; Sunny Meadow Medical Centre

(b) subject to any offset or defence which the Tenant might have against the Landlord; or
(c) bound by any prepayment by the Tenant of more than 1 month's instalment of Rent unless the prepayment shall have been approved in writing by the Mortgagee or by any predecessor of the Mortgagee's former interest as mortgagee of the Project.

13.06 Repurchase - The Tenant acknowledges and agrees that should the Landlord sell, convey, assign, pledge or otherwise deal with the Project or any interest therein, or intend to deal with the Project or any interest therein, in any manner described herein then the Landlord may, at its option, if the Landlord has provided the Tenant with Basic Rent free periods, Rent free periods and/or other inducements during the Term and/or any renewal or extension of the Term of this Lease, reimburse the Tenant for the then present value of any then unexpired Basic Rent free periods or Rent free periods and/or other inducements provided to the Tenant under this Lease, in an amount equal to the discounted cash value thereof determined by applying the then current yield of 10 year Canadian Government Bonds plus 4% (hereinafter referred to in this Section 13.06 as the "Discounted Cash Value") to the dollar amount of such outstanding Basic Rent free periods, Rent free periods and/or other inducements and the Tenant agrees that any such periods or inducements for which it has received such Discounted Cash Value from the Landlord will no longer exist or be payable or be of any force or effect from and after the date on which such Discounted Cash Value is received by the Tenant from the Landlord. The Tenant agrees to forthwith execute any agreement prepared by the Landlord, the purpose of which agreement is to amend this Lease by deleting such Basic Rent free periods, Rent free periods and/or other inducements from this Lease for which the Tenant has received the Discounted Cash Value from the Landlord.

ARTICLE 14.00 - SURRENDER

14.01 Possession and Restoration

(1) Upon the expiration or other termination of the Term, the Tenant shall immediately quit and surrender possession of the Leased Premises and all Leasehold Improvements in substantially the condition in which the Tenant is required to maintain the Leased Premises, excepting only reasonable wear and tear which does not render the Leased Premises untenable and damage covered by the Landlord's insurance under Section 9.01; and the Tenant shall deliver to the Landlord the keys, mechanical or otherwise, and combinations, if any, to the locks in the Leased Premises and entries thereto. Notwithstanding the foregoing, the Landlord shall have the right, at its sole option upon expiration or other termination of the Term, to require that the Tenant remove or cause to be removed at the Tenant's cost all or any part of Leasehold Improvements in the Leased Premises whether or not installed by or on behalf of the Tenant or installed by or on behalf of a previous tenant or during a previous term and to restore the Leased Premises and other parts of the Project affected by the installation or removal thereof to Base Building Standards. Notwithstanding the foregoing, the Landlord may, at its sole option, perform the said removal and restoration work at the Tenant's sole cost and expense. In addition, the Landlord shall have the right, at its sole option upon expiration or other termination of the Term, to require that the Tenant remove or cause to be removed at the Tenant's cost all or any part of any wiring, cables, risers or similar installations appurtenant thereto installed by the Tenant or on the Tenant's behalf in the risers of the Building, in the Leased Premises or anywhere else in the Project (the "Wiring") and to restore the risers, the Leased Premises and other parts of the Project affected by the installation or removal of the Wiring to their condition existing prior to the installation of the Wiring (the "Wire Restoration Work"). Notwithstanding the foregoing, the Landlord may, at its sole option, perform the Wire Restoration Work at the Tenant's sole cost and expense. Upon surrender, all right, title, and interest of the Tenant in the Leased Premises and all Leasehold Improvements located therein and in all Wiring shall cease.

(2) If the Landlord elects to perform the said removal and restoration work and/or the Wire Restoration Work, 90 days (or as soon after such date as is reasonably possible) prior to the expiration of the Term the Landlord may inspect the Leased Premises to determine the extent of the work required to restore the Leased Premises and other parts of the Project affected by any installation or removal of Leasehold Improvements to Base Building Standards and/or the Wire Restoration Work and upon receipt of the Landlord's estimate of the costs thereof (the "restoration cost") the Tenant shall provide to the Landlord, by certified cheque, the restoration cost.

14.02 Tenant's Trade Fixtures and Personal Property - After the expiration or other termination of the Term or in the event of the abandonment of the Leased Premises by the Tenant, all of the Leasehold Improvements and the Tenant's trade fixtures and personal property remaining in the Leased Premises shall be deemed conclusively to have been abandoned by the Tenant and may be appropriated, sold, destroyed or otherwise disposed of by the Landlord without notice or obligation to compensate the Tenant or to account therefor, and the Tenant shall pay to the Landlord upon written demand all of the costs incurred by the Landlord in connection therewith. Sunny Meadow Medical Centre

14.03 Overholding - If the Tenant remains in the Leased Premises or any part thereof after the expiration or other termination of the Term:

(a) without the consent of the Landlord, no yearly or other periodic tenancy shall be created and the Tenant shall be deemed, notwithstanding any statutory provision or legal assumption to the contrary, to be occupying the Leased Premises as a tenant at will of the Landlord, which tenancy may be terminated at any time by the Landlord without the necessity of any prior notice to the Tenant, but the Tenant shall be bound by the terms and provisions of this Lease except any options thereby granted to the Tenant and except the Basic Rent which shall be twice the greater of: (i) the rate provided for herein for the final year of the Term; and (ii) the market rate for similar premises as determined by the Landlord at the time of such overholding, plus, in either case, the sum of \$200.00 daily, and subject to such additional obligations and conditions as the Landlord may impose by notice to the Tenant; or

(b) with the consent of the Landlord and agreement as to the Rent payable, the tenancy shall be month-to-month at the Rent agreed and otherwise on the terms and conditions of this Lease, but without any option to renew or for a new lease.

The Landlord may recover possession of the Leased Premises during any period with respect to which the Tenant has prepaid the amount payable under Subsection 14.03(a).

The Tenant shall promptly indemnify and hold harmless the Landlord from and against all Claims against the Landlord as a result of the Tenant remaining in possession of all or any part of the Leased Premises after the expiry of the Term without the consent of the Landlord (including, without limitation, any compensation to any new tenant or tenants which the Landlord may elect to pay whether to offset the cost of overtime work or otherwise).

ARTICLE 15.00 - GENERAL

15.01 Estoppel Certificate - The Tenant shall whenever requested by the Landlord, a prospective purchaser or any mortgagee (including any trustee under a deed of trust and mortgage) promptly, and in any event within 10 days after request, execute and deliver to the Landlord or to any party or parties designated by the Landlord a certificate in writing as to the then status of this Lease, including as to whether it is in full force and effect, is modified or unmodified, confirming the Rent payable hereunder and each element hereof and the then state of the accounts between the Landlord and the Tenant, the existence or non-existence of defaults and any other matters pertaining to this Lease in respect of which the Landlord shall request a certificate, and provide such other information as may reasonably be required, including a copy of the Tenant's most recent audited financial statements. The party or parties to whom such certificates are addressed may rely upon them.

15.02 Entire Agreement - There is no promise, warranty, representation, undertaking, covenant or understanding by or binding upon the Landlord except such as are expressly set forth in this Lease and this Lease, including the Term Sheet and schedules hereto, contains the entire agreement between the parties hereto.

15.03 No Registration of Lease or Notice - The Tenant shall not register or apply to register this Lease, any notice of this Lease or any caveat or any interest under this Lease and waives any statutory obligation upon the Landlord to execute and deliver this Lease in registrable form. The Tenant shall, at its own cost, promptly on request discharge any registration or filing or notice that contravenes this Section. Notwithstanding the foregoing, the Landlord may elect to require that this Lease or notice of this Lease be registered.

15.04 Project Name and Trademarks - The Tenant shall not refer to the Project or Building by any name other than that designated from time to time by the Landlord and the Tenant shall use the name of the Building for the business address of the Tenant, but for no other purpose. Compliance with this Section shall be at the sole cost and expense of the Tenant and the Tenant shall have no claim against the Landlord for any costs or expenses incurred by the Tenant, whether direct or indirect, in complying with this Section.

15.05 Demolition / Substantial Renovation - Notwithstanding any other provision of this Lease, the Landlord may terminate this Lease at any time upon giving to the Tenant not less than 12 months' notice of such termination if it is the Landlord's intention to demolish, redevelop or substantially renovate all or part of the Building.

15.06 Relocation - The Landlord shall have the right, at any time and from time to time before and during the Term and any renewal or extension of the Term of this Lease, to change the location of the Leased Premises from the location described in this Lease to another location of similar size and finishes anywhere else in the Project, provided that the Landlord shall give the Tenant reasonable notice of such relocation and the Landlord shall reimburse the Tenant for all reasonable costs Bunny Meadow Medical Centre

directly related to such relocation, but not including any indirect costs such as lost profits during the relocation period or damages for inconvenience.

15.07 "For Lease" Signs - The Landlord shall have the right during the last 12 months of the Term to place upon the Leased Premises a notice of reasonable dimensions stating that the Leased Premises are "for lease" and the Tenant shall not obscure or remove such notice or permit the same to be obscured or removed.

15.08 Unavoidable Delays - If the Landlord or the Tenant (the "delayed party") shall be delayed, hindered or prevented in or from the performance of any of its covenants under this Lease by any cause not within the control of the delayed party, as determined by the Landlord acting reasonably (excluding lack of finances of the delayed party, delay caused by the delayed party's default or act or omission or delay avoidable by the exercise of reasonable care by the delayed party), the performance of the covenant shall be excused for the period during which performance is rendered impossible and the time for performance thereof shall be extended accordingly, but this shall not excuse the Tenant from the prompt payment of Rent or from the performance of any of its other obligations under this Lease not related to such cause.

15.09 Limitation of Recourse - If the Landlord is, or one of the parties comprising the Landlord is, or this Lease is assigned by the Landlord to, Pensionfund Realty Limited:

(a) the Tenant acknowledges that, notwithstanding any other provision contained in this Lease, the obligations of and rights against the Landlord under this Lease shall be performed, satisfied and paid only out of and enforced against, and recourse hereunder shall be had only after judgment and only against, the right, title and interest of the Landlord from time to time in and the Landlord's revenue derived from, the Project;

(b) no obligation of the Landlord hereunder or in respect hereof is personally binding upon, nor shall any resort or recourse be had, judgment issued or execution or other process levied against, the Landlord (except to the extent necessary for enforcement under Subsection 15.09(a) and only for that purpose), or against any other assets or revenues of the Landlord; and

(c) the only remedy against the Landlord shall be an action for damages, except that if the Tenant is of the opinion that any consent requested pursuant to Article 12.00 hereof has been wrongfully withheld, its remedies are as set out in Section 12.02.

If the Landlord is, or one of the parties comprising the Landlord is, or this Lease is assigned by the Landlord to, a real estate investment trust ("REIT"), the parties acknowledge and agree that the obligations of the REIT hereunder and under all documents delivered pursuant hereto (and all documents to which this document may be pursuant) or which give effect to, or amend or supplement, the terms of this Lease are not personally binding upon any trustee thereof, any registered or beneficial holder of units (a "Unit holder") or any annuitant under a plan of which a Unit holder acts as a trustee or carrier, or any officers, employees or agents of the REIT, and resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing, but the Project only shall be bound by such obligations and recourse or satisfaction may only be sought from the revenue of the Project.

When there are 2 or more parties bound by the Landlord's covenants herein contained, the obligations of the parties comprising the Landlord shall be several in accordance with their respective interests in the Project and not joint or joint and several. Only the interests in the Project of the parties comprising the Landlord shall be bound by this Lease and the obligations hereunder are not otherwise binding upon nor shall resort be had to any other property or assets of the parties comprising the Landlord.

15.10 Notice - Any notice required or contemplated by any provision of this Lease, unless otherwise specifically provided herein, shall be given in writing and delivered either: (i) personally; (ii) by prepaid courier service; (iii) by facsimile with confirmation of transmission; or (iv) by registered mail, postage prepaid, and if to the Landlord at the Landlord's local office as specified in Item 1(a) of the Term Sheet, with a copy to the Landlord's head office address as specified in Item 1(b) of the Term Sheet and if to the Tenant at the Leased Premises (whether or not the Tenant has departed from, vacated or abandoned the same), or, at the Landlord's option, to the Tenant's head office address as specified in Item 2 of the Term Sheet. Notwithstanding the provision of any statute or law relating thereto, service by means of electronic mail of any notice required to be given in writing by either party hereto pursuant to this Lease shall not constitute good and effective service.

Any notice shall be considered to have been given or made: (i) if delivered personally or by prepaid courier, on the day of delivery; (ii) if sent by facsimile and received on or before 4:30 p.m. local time for the recipient, on the day of transmission if transmitted on a Business Day; (iii) if sent by facsimile and received after 4:30 p.m. local time for the recipient or if transmitted on any day other than a Business Day, on the next Business Day following; or (iv) if sent by registered mail, 3 Business Days following the date upon which it was mailed. Either party may from time to time by notice in writing Sunny Meadow Medical Centre

to the other designate another address or addresses in Canada as the address to which notices are to be sent. If the postal service is interrupted or substantially delayed or threatened to be interrupted or delayed, any notice shall only be delivered by one of the alternate methods stated above.

If 2 or more Persons are named as, or bound to perform the obligations of, the Tenant hereunder, notice given as herein provided to any one of the Persons constituting the Tenant or so bound shall be deemed to be notice simultaneously to all Persons constituting the Tenant and to all Persons so bound. Any notice given to the Indemnifier or the Tenant shall be deemed to have been given simultaneously to the other of them and to all Persons bound by their obligations hereunder.

15.11 Delegation of Authority - The Landlord's Agent may act on behalf of the Landlord in any manner provided for herein. The Tenant acknowledges that, if this Lease has been executed for and on behalf of, in the name of and with the authority of the Landlord by the Landlord's Agent, the covenants and agreements of the Landlord are obligations of the Landlord and its successors and assigns only and are not obligations personal to or enforceable against the Landlord's Agent in its own right.

15.12 Relationship of Parties - Nothing contained in this Lease shall create any relationship between the parties hereto other than that of landlord and tenant and, if applicable, indemnifier.

15.13 Governing Law - This Lease shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein and, with the exception of any alternate dispute resolution agreed upon by the parties, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario.

15.14 Amendment or Modification - No amendment, modification or supplement to this Lease shall be valid or binding unless set out in writing and executed by the Landlord and the Tenant with the same degree of formality as the execution of this Lease.

15.15 Legal and Administration Costs - The Tenant shall indemnify the Landlord against all legal fees on a solicitor and client or substantial indemnity basis and disbursements incurred by the Landlord or by the Landlord's Agent in connection with the negotiation, preparation and execution of any renewal, amendment, cancellation, approval or consent in connection with this Lease, including the Landlord's reasonable administrative charges. All such costs and charges shall be paid by the Tenant to the Landlord forthwith upon demand.

15.16 Construction - All of the provisions of this Lease are to be construed as covenants and agreements. If any provision of this Lease is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions of this Lease, which shall remain in force and be binding as though the provision had never been included. Any language or wording in this Lease which has been struck out shall be deemed not to have ever been included herein and shall not be considered in construing or interpreting any other provision of this Lease, nor shall there be any implication that by the deletion of any language or wording, the parties hereto intended to state the opposite of the struck out language or wording.

15.17 Captions and Headings - The captions and headings contained in this Lease are for convenience of reference only and are not intended to limit, enlarge or otherwise affect the interpretation of the Articles, Sections or parts hereof to which they apply.

15.18 Interpretation - In this Lease, "herein", "hereof", "hereunder", "hereafter" and similar expressions refer to this Lease and not to any particular Article, Section or other portion thereof unless there is something in the subject matter or context inconsistent therewith. The words "include", "includes" or "including" mean "include without limitation", "includes without limitation" and "including without limitation" respectively, and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list. Wherever necessary or appropriate in this Lease, the plural shall be interpreted as singular, the masculine gender as feminine or neuter and vice versa; and when there are 2 or more parties bound by the Tenant's covenants herein contained, their obligations shall be joint and several. If the Tenant is a partnership, each Person who is presently a partner of such partnership and each Person who becomes a member of any successor partnership shall be and continue to be liable jointly and severally for the performance of the obligations of this Lease, whether or not such Person ceases to be a member of such partnership or successor partnership and after the partnership ceases to exist. If the Tenant is a limited liability partnership, each Person who is presently a partner of the limited liability partnership and each Person who becomes a member of any successor limited liability partnership shall be and continue to be bound jointly and severally for the performance of and shall be and continue to be subject to all of the terms, obligations and conditions of this Lease, whether or not such Person ceases to be a member of such limited liability partnership or successor limited liability partnership and whether or not such limited liability partnership continues to exist, to the full extent permitted by applicable law.

15.19 Time of the Essence - Time shall, in all respects, be of the essence hereof and no extension or variation of this Lease shall operate as a waiver of this provision. Sunny Meadow Medical Centre

15.20 Successors and Assigns - Subject to specific provisions contained in this Lease to the contrary, this Lease shall enure to the benefit of and be binding upon the successors and assigns of the Landlord and the heirs, executors and administrators and the permitted successors and assigns of the Tenant.

15.21 Counterparts - This Lease may be executed in counterparts and the counterparts together shall constitute an original.

15.22 Further Schedules - Any additional covenants, agreements and conditions forming part of this Lease will be attached as Schedule E and the Tenant agrees with the Landlord to comply with the provisions of Schedule E. If an Indemnifier is a party hereto, the form of Indemnity Agreement to be executed by the Indemnifier and the Landlord as a separate agreement will be attached as Schedule F.

15.23 Independent Legal Advice - The Tenant and the Indemnifier each acknowledge that the Landlord hereby advises each of the Tenant and the Indemnifier to obtain advice from independent legal counsel prior to signing this Lease and/or the Indemnity Agreement. The Tenant and the Indemnifier further acknowledge that any information provided by the Landlord is not to be construed as legal, tax or any other expert advice and the Tenant and the Indemnifier are cautioned not to rely on any such information without seeking legal, tax or other expert advice.

The Landlord and the Tenant understand, acknowledge and agree that this Lease has been freely negotiated by both parties and that, in any dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

15.24 No Offer - The Landlord will not be deemed to have made an offer to the Tenant by furnishing an unexecuted copy of this Lease with particulars inserted. Notwithstanding that a Security Deposit or payment of advance Rent is received by the Landlord when this Lease is received by the Landlord for execution, this Lease shall not be binding on the Landlord until the Landlord, the Tenant and the Indemnifier, if any, have executed and delivered this Lease and any required Indemnity Agreement.

15.25 Survival of Covenants and Indemnities - All obligations of the Tenant which arise during the Term pursuant to this Lease and which have not been satisfied at the end of the Term and all indemnities of the Tenant contained in this Lease shall survive the expiration or other termination of this Lease.

15.26 Confidentiality - The Tenant shall not disclose to any Person, the financial or any other terms of this Lease, except to its professional advisors and auditors, if any, who agree not to disclose to any other Person the financial or any other terms of this Lease, and except as required by law.

15.27 Exculpatory Provisions - In all provisions of this Lease containing a release, indemnity or other exculpatory language in favour of the Landlord, reference to the Landlord includes reference also to the Landlord's Agent and any Person for whom any one or more of them is in law responsible and the directors, officers and employees of the Landlord, the Landlord's Agent and any Person for whom they are in law responsible (including the agents of any of them) while acting in the ordinary course of their employment (collectively the "Released Persons"). It being understood and agreed that, for the purposes of this Section 15.28, the Landlord is deemed to be acting as the agent or trustee on behalf of and for the benefit of the Released Persons solely to the extent necessary for the Released Persons to take the benefit of this Section 15.28.

15.28 Brokerage Commissions - The Tenant covenants that no act of the Tenant has given rise nor shall give rise to any Claims against the Landlord for any brokerage commission, finder's fee or similar fee in respect of this Lease. The Tenant hereby indemnifies and agrees to hold the Landlord harmless from any Claims for such commission or fees with respect to this Lease except any which were directly contracted for by the Landlord.

15.29 Covenants to be Performed at Landlord's Option - Where any provision in this Lease gives the Landlord the option of having the Landlord or the Tenant perform the covenants set out in such provision, the Tenant shall perform such covenants unless the Tenant is otherwise directed by way of written notice from the Landlord.

15.30 Radiation - Only if the Landlord believes on reasonable grounds that radiation is or has been used or created by the Tenant or any Person permitted by the Tenant to be in the Leased Premises shall this Section 15.30 apply to the Tenant.

The Tenant agrees, if so requested by the Landlord, to conduct at its own expense a survey by an accredited firm of consultants acceptable to the Landlord to determine the level of radiation in the Sunny Meadow Medical Centre

Leased Premises, and if such levels are in excess of those allowable under Environmental Laws and set by the applicable regulatory authorities governing radiation, the Tenant agrees, at its own cost and expense and on terms and conditions approved by the Landlord, to reduce the level of radiation to a level allowable under Environmental Laws and set by such applicable regulatory authorities.

15.31 Currency - Unless otherwise specifically provided herein, all references to dollar amounts herein or other money amounts are expressed in terms of lawful money of Canada.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the date first set forth above.

LANDLORD:
2012241 ontario ltd

Signature of Landlord Agent: *[Handwritten Signature]*
Title: c/s

We have authority to bind the corporation
LANDLORD:
50 sunnymeadow Blvd
by its agent 2012241 ontario Limited.

Signature of Landlord Agent: *[Handwritten Signature]*
Title: c/s

We have authority to bind the corporation
WITNESS to signature of Tenant: TENANT:

signature: *[Handwritten Signature]* By: *[Redacted Signature]*

Name: *[Redacted Name]* Title: c/s

print name: *[Redacted Name]* By: *[Redacted Signature]* Name:

address: *[Redacted Address]* Title:

occupation: *[Redacted Occupation]* I/We have authority to bind the corporation

WITNESS to signature of Indemnifier: INDEMNIFIER:

signature: *[Handwritten Signature]* By: *[Handwritten Signature]*

Name: *[Redacted Name]* Title: c/s

print name: *[Redacted Name]* By: *[Redacted Signature]*

address: *[Redacted Address]* Title:

Name: *[Redacted Name]* Title:

occupation: *[Redacted Occupation]* I/We have authority to bind the corporation Sunny Meadow Medical

Centre

Dated May 13, 2011

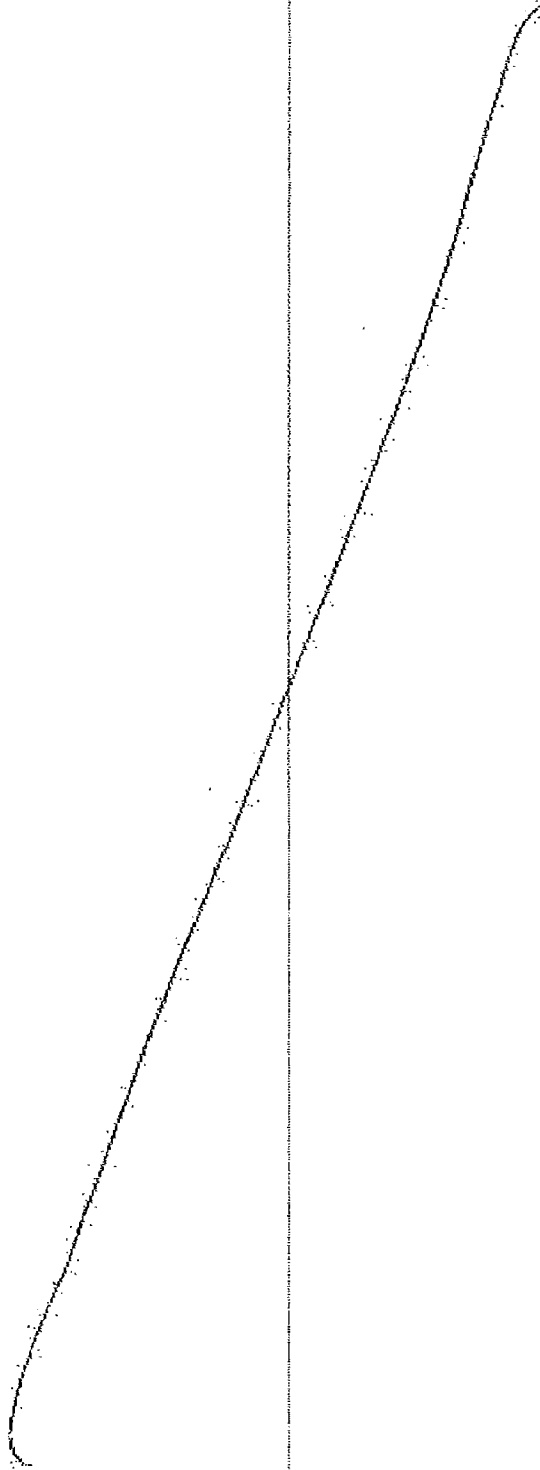
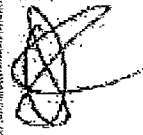
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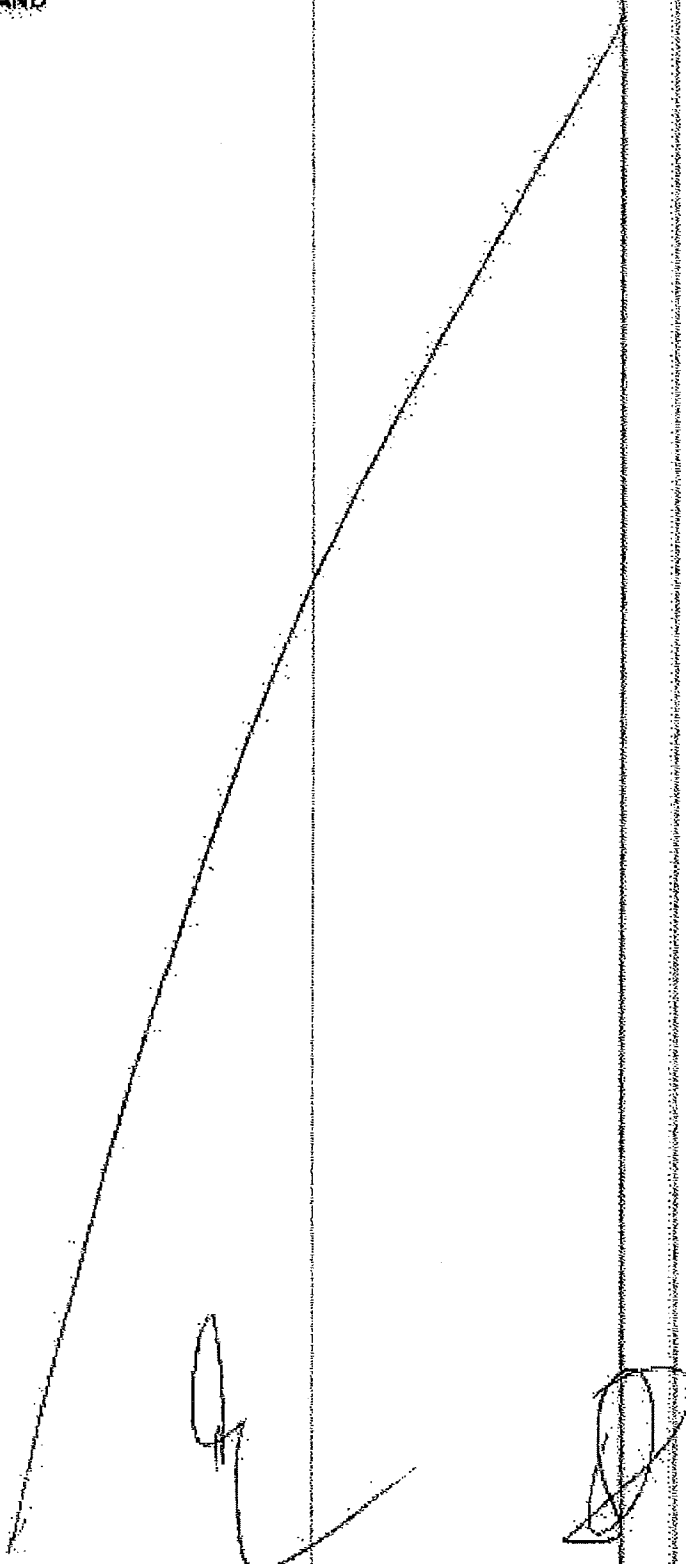
6th month free rent including T&I and utilities, tentative possession 1st Oct, 2011.

SCHEDULE A
PLAN SHOWING LEASED PREMISES - Sunny Meadow Medical Centre
Page A1 - 1. Landlord to finish the unit in Standard finishes as per agreement.

2. Tenant to pay initial portion only for first 5 months of 65 month lease.



SCHEDULE A
LEGAL DESCRIPTION OF LAND
Change it to Super Meadow



**SCHEDULE B
DEFINITIONS**

"Additional Rent" means all amounts except Basic Rent payable under the terms of this Lease.

"Article", "Item", "Schedule", "Section" and "Subsection" mean the specified article, item, schedule, section or subsection, as the case may be, of this Lease.

"Base Building Standards" means bare concrete floors; T-bar grid and ceiling tiles; sprinkler heads, fire alarm systems and fire hose cabinets (if applicable) to an open floor plan; demising walls finished and primed ready for paint; Building standard exterior window coverings; Building standard light fixtures to an open floor plan; heating, ventilation and air conditioning distribution to an open floor plan (including thermostats, control valves, ducting and air diffusers); heating convectors (if applicable) and Building standard entry door.

"Basic Rent" means the amount set out in Item 6 of the Term Sheet payable by the Tenant to the Landlord in respect of each year of the Term.

"Bio-Medical Waste" shall mean and include the following:

- (a) (i) surgical waste including all materials discarded from surgical procedures, including but not limited to, disposable gowns, soiled dressings, sponges, casts, lavage tubes, drainage sets, underpads and surgical gloves;
- (ii) pathological waste including all human tissues and anatomical parts which emanate from surgery, obstetrical procedures, autopsy and laboratory;
- (iii) biological waste including blood and blood products, excretions, exudates, secretions, suctionings and other body fluids including solid/liquid waste from renal dialysis;
- (iv) isolation waste including all waste emanating from the care or treatment of a patient on any type of isolation or precaution except reverse (protective) isolation;
- (v) cultures and stocks of etiologic agents and associated biologicals including, without limitation, specimen cultures, cultures and stocks of etiologic agents, wastes from production of biologicals and serums, and discarded live and attenuated vaccines;
- (vi) laboratory waste which has come in contact with pathogenic organisms, including but not limited to, culture dishes, devices used to transfer, inoculate and mix cultures, paper and cloth which has come in contact with specimens or cultures;
- (vii) animal carcasses exposed to pathogens in research, their bedding and other waste from such animals;
- (viii) sharps, including any discarded article that may cause punctures or cuts, including but not limited to, needles, IV tubing with needles attached, scalpel blades, glassware, and syringes that have been removed from their original sterile containers; and
- (ix) any other wastes identified as infectious or similar wastes in any other applicable federal, provincial or municipal laws, regulations and guidelines; and

(b) **"Chemotherapy Waste"** (also known as antineoplastic or cytotoxic waste) means and includes discarded items, including but not limited to, masks, gloves, gowns, empty IV tubing bags, vials, syringes and other contaminated materials which have been contaminated by chemotherapeutic drugs or antineoplastic agents; and

(c) any waste defined as bio-medical waste under any applicable law or regulation.

"Building" means the buildings, structures and improvements from time to time during the Term erected in, upon or under the Land municipally identified in Item 3 of the Term Sheet and all alterations and additions thereto and replacements thereof.

"Business Day" means any day which is not a Saturday, Sunday or a statutory holiday observed in the Province of Ontario.

"Capital Tax" means the applicable amount of any tax or taxes including but not limited to tax payable based upon or computed by reference to the paid-up capital or place of business of the Landlord as determined for the purposes of such tax or taxes; provided that for the purposes hereof, the "applicable amount" of such tax or taxes shall mean the amount thereof that would be payable if the Project were the only establishment of the Landlord in the jurisdiction of the taxing authority or if any other establishment of the Landlord therein were located outside that jurisdiction. Sunny Meadow Medical Centre.

"Claims" means claims, losses, actions, suits, proceedings, causes of action, demands, damages (direct, indirect, consequential or otherwise), judgments, executions, liabilities, responsibilities, costs, charges, payments and expenses including, without limitation, any professional, consultant and legal fees on a soliditor and client or substantial indemnity basis and any associated disbursements.

"Commencement Date" means the first day of the Term as specified in Item 7 of the Term Sheet.

"Common Elements" means the areas, facilities, utilities, improvements, equipment and installations (collectively, "elements") in the Project that, from time to time, are not intended to be leased to tenants of the Project (including, without limitation, elements within rentable premises that are intended for the benefit of tenants of the Project and their invitees and employees) or are designated from time to time as Common Elements by the Landlord and includes access roads, drive ways and parking areas and facilities.

"Consultants" means any reference in this Lease to the Landlord's accountant, auditor, architect, surveyor or other consultant shall be deemed to be such duly qualified consultant appointed by the Landlord in its absolute discretion for the purposes of this Lease or of any provision hereof; and they will act in accordance with this Lease and the principles and standards of their professions. In determining any cost allocation the Landlord may rely on, and the parties shall be bound by, the decision or determination of the Landlord's Consultants.

"Environmental Laws" shall include any federal, provincial, municipal or local laws, statutes, regulations, ordinances, guidelines, guidance notes, policies, judge made laws or common laws and any orders of a court or governmental authority, relating in any way to the natural or human environment (including land, surface water, groundwater, and real, personal, moveable and immovable property), public or occupational health and safety, and the manufacture, importation, handling, use, reuse, recycling, transportation, storage, disposal, elimination and treatment of a substance, hazardous or otherwise.

"Event of Default" means any of the following events:

- (a) all or any part of the Rent hereby reserved is not paid when due;
- (b) the Term or any goods, merchandise, stock in trade, chattels or equipment of the Tenant or any Indemnifier is or are seized or taken or exigible in execution or in attachment or if a creditor takes possession thereof or if a writ of execution is issued against the Tenant or any Indemnifier;
- (c) the Tenant or any Indemnifier or any Person bound to perform the obligations of the Tenant in this Lease either as guarantor or indemnifier or as one of the parties constituting the Tenant takes any steps in furtherance of or suffers any order to be made for its winding-up or other termination of its corporate existence or becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding-up proceedings or if a receiver or receiver/manager shall be appointed for all or any part of the business, property, affairs or revenues of the Tenant or such Indemnifier or Person;
- (d) the Tenant makes a bulk sale of its goods or moves or commences, attempts or threatens to move its goods, chattels and equipment, or any of them, out of the Leased Premises (other than in the normal course of its business) or ceases to conduct business in the Leased Premises;
- (e) the Tenant fails to move into or take possession of the Leased Premises or vacates or abandons the Leased Premises in whole or in part or fails to actively carry on business therein;
- (f) a report or statement required from the Tenant under this Lease is materially false or misleading except if it results from an innocent clerical error as determined by the Landlord;
- (g) any policy of insurance taken out by either the Landlord or the Tenant with respect to the Project shall be cancelled by reason of any act or omission of the Tenant;
- (h) the Tenant enters into a transfer except in compliance with the provisions of this Lease; or
- (i) the Tenant or any Indemnifier or any Person bound to perform the obligations of the Tenant pursuant to this Lease either as guarantor or indemnifier or as one of the parties constituting the Tenant fails to observe, perform, and keep each and every covenant, agreement, provision, stipulation and condition herein contained to be observed, performed and kept by the Tenant or the Indemnifier, including observance and performance of the rules and regulations, (other than payment of Rent) and persists in the failure after 10 days' written notice by the Landlord requiring the Tenant to remedy, correct, desist or comply (or if any Sunny Meadow Medical Centre

breach would reasonably require more than 10 days to rectify, unless the Tenant commences rectification within the 10 day notice period and thereafter promptly, effectively and continuously proceeds with the rectification of the breach).

"Expropriated", "Expropriating" and "Expropriation" have the meanings ascribed in Section 10.06.

"Fiscal Year" means a period, from time to time determined by the Landlord, all or part of which falls within the Term, at the end of which the Landlord's accounts in respect of the Project are balanced for auditing or bookkeeping purposes. Such period shall be 12 months except when the Landlord designates a new date upon which the fiscal year shall end.

"Health Emergency" means a situation, either real or perceived, in which the Landlord determines, based on what it believes to be reliable advice, including, without limitation, advice from a medical professional or a directive, bulletin, notice or other form of communication from a public health official, that Landlord Persons or Tenant Persons are or may be exposed in or at the Building to imminent danger from any disease, virus or other biological or physical agent which may, in any way, be detrimental to human health including, without limitation, SARS and avian flu (H5N1) or any variant thereof.

"Indemnifier" means the Person, if any, so identified in the Term Sheet or in any amendment to or assumption of this Lease and who has signed this Lease or any Indemnity Agreement as Indemnifier.

"Indemnity Agreement" means the agreement attached as Schedule F.

"Land" means those lands legally described in Schedule A1 as same may be expanded or contracted from time to time.

"Landlord Person" means a human being who is an officer, director, employee or agent of: (i) the Landlord; (ii) the Landlord's Agent; (iii) any contractor which does work in connection with the Building; and (iv) any supplier of services in connection with the Building.

"Landlord's Agent" means the Person retained by the Landlord from time to time to operate or manage the Project which, as of the date of this Lease, is 2012241 Ontario Limited.

"Lease" means this lease, the Term Sheet, and all Schedules attached hereto which are referred to in this lease and every properly executed instrument which by its terms amends, modifies or supplements this lease.

"Leased Premises" means those premises in the Building which are described and identified in Item 4 of the Term Sheet and which are marked in a distinguishing manner on the plan attached as Schedule A.

"Leasehold Improvements" means:

(a) all improvements, fixtures, installations, alterations and additions from time to time made, erected or installed to or in the Leased Premises, in addition to, beyond or replacing the Base Building Standards, including all partitions, however affixed (including moveable and demountable partitions), millwork and affixed wall units, internal stairways, doors, hardware, light fixtures, carpeting and other applied floor finishes, and heating, ventilating and air conditioning equipment and other building services not forming part of the Base Building Standards; and

(b) alterations, improvements and equipment made or installed for the exclusive benefit of the Tenant elsewhere in the Project;

in either case whether or not installed by or on behalf of the Tenant and whether or not installed during the Term including, without limitation, all fixtures (except moveable trade fixtures) in the Leased Premises.

"Mortgages" has the meaning ascribed in Section 13.04.

"Operating Costs" means in respect of any Fiscal Year the total of all costs, expenses and amounts, incurred or accrued in that Fiscal Year for or with respect to ownership, management, operation, maintenance, repair, upkeep, insurance, supervision, decoration, cleaning and upgrading of the Project and the determination and allocation of such costs, expenses and amounts, whether incurred or accrued by or on behalf of the Landlord or by or on behalf of the Landlord's Agent including, without limitation and without duplication:

Inclusions - If provided by the Landlord (subject to certain exclusions and deductions as hereinafter set out): Sunny Meadow Medical Centre

A.

- (x) the cost of providing and maintaining security, landscaping, gardening, recycling and snow and refuse removal;
- (b) the cost of heating, air conditioning and ventilating the Building and investigating and remedying air quality and moisture issues and issues related thereto, if any;
- (c) the cost of providing hot and cold or tempered water, electricity (including lighting) and all other utilities to all parts of the Project not otherwise paid by tenants;
- (d) the cost of providing janitor, window cleaning and general cleaning services including supplies to all parts of the Project including all premises leased to tenants of the Project;
- (e) the cost of replacement of building standard fluorescent tubes, light bulbs and ballasts in the Leased Premises and the costs of cleaning, maintaining and servicing of the electrical light fixtures in the Leased Premises if not separately invoiced pursuant to Section 7.02;
- (f) the cost of all insurance taken out and maintained by the Landlord under Article 9.00 and the cost of any deductible amount paid by the Landlord in connection with a claim under its insurance;
- (g) the rental or lease cost of all rented or leased equipment acquired for the operation or maintenance of the Project;
- (h) accounting costs incurred in connection with the Project including computations required for the imposition of charges to tenants and audit fees incurred for the determination of any costs hereunder and the reasonable costs of collecting and enforcing payment of such charges;
- (i) the cost of all equipment acquired for operation or maintenance of the Project if expensed fully in the Fiscal Year in which such equipment is acquired;
- (j) if expensed fully in the Fiscal Year in which the expense is incurred, the cost of any improvement, replacement, repair or alteration whether with respect to buildings, improvements, equipment, fixtures or otherwise and whether on-site or off-site which, in the opinion of the Landlord, is necessary to reduce or limit increases in Operating Costs or is required by the Landlord's insurance carriers or by any changes in the laws, rules, regulations or orders of any governmental authority having jurisdiction, including those necessary to comply with energy and water conservation, fire protection, pollution and environmental control standards and the costs of any procedures required with respect thereto;
- (k) the cost of investigating, assessing, testing, monitoring, removing, enclosing, encapsulating or abating any Pollutants which are in or about the Project or any part thereof or which have entered the environment from the Project, if the Landlord is required to do so or if, in the Landlord's opinion, it is harmful or hazardous to any Person or to the Project or any part thereof or to the environment;
- (l) the cost of repairs and replacements to or in respect of the Project including those resulting from normal wear and tear and otherwise and including those necessary with respect to the window coverings, decorations, elevators and escalators (if any), roof or any Parking Facilities;
- (m) the cost of repairs, replacements and improvements to systems and devices in the Project including, without limitation, the heating, ventilating, air conditioning, energy-saving and security systems and devices and telecommunications systems and devices;
- (n) at the Landlord's election (such election to be evidenced by the method of calculating Operating Costs for each Fiscal Year), either amortization in an amount determined by the Landlord's accountant, of the cost (whether incurred before or during the Term and whether or not incurred by the party constituting the Landlord at any time or its predecessor in title or interest) of any repair, replacement, decoration or improvement of the Project not expensed within the Fiscal Year in which the expenditure was incurred and of all equipment required for the operation and maintenance of the Project not included within Operating Costs for the Fiscal Year in which the expenditure occurred in accordance with Subsections (i) and (j) above, or depreciation in an amount determined by the Landlord's accountant based on the cost (whether incurred before or during the Term and whether or not incurred by the party constituting the Landlord at any time or its predecessor in title or interest) of any of those items which the Landlord in its absolute discretion has elected to treat as capital in nature together with, in each case, an amount equal to interest at the Prime Rate plus 1.5% per annum on the undepreciated or unamortized amount thereof; Sunny Meadow Medical Centre

- (o) the amount of all salaries, wages and fringe benefits paid to or for the benefit of, and all costs associated with the termination of the employment of, employees and others engaged either full-time or part-time in the operation or maintenance of the Project;
- (p) amounts paid for service contracts with independent contractors;
- (q) the cost of energy audits, conservation studies and other measures taken to conserve energy, reduce utility consumption and/or greenhouse gas emissions or reduce costs or liability and the cost of developing a plan for, and modifying and operating the Building, to achieve BOMA BEST environmental certification or LEED EB (short for Leadership in Energy and Environmental Design Existing Building) standard, or equivalent;
- (r) the cost of preparing a pandemic risk assessment and/or a Health Emergency plan, as well as the cost of dealing with a Health Emergency;
- (s) the cost of renting, operating and maintaining Project signs and providing directional signage;
- (t) any Sales Taxes for which the Landlord does not receive an input tax credit;
- (u) all other expenses of every nature incurred in connection with the maintenance and operation of the Project;
- (v) the cost of direct supervision attributable to any of the above;
- (w) the fair rental value of space in the Building occupied by the Landlord, its manager or personnel in connection with the Services;
- (x) a portion, as determined by the Landlord, acting reasonably and equitably, of the operating costs for common elements which are situate outside of the Project and which either exclusively serve the Project or jointly serve the Project and other projects; and
- (y) any Capital Tax imposed upon the Landlord provided that if the Capital Tax payable by the Landlord in this connection is for a period not coinciding with the Fiscal Year, the amount of the Capital Tax included in Operating Costs in each Fiscal Year shall be that amount payable by the Landlord accruing during the Fiscal Year, plus a management fee equal to that amount paid to the Landlord's Agent in respect of management of the Project or any part thereof or the Landlord's reasonable charges in lieu thereof if the Landlord elects to self manage the Project or any part thereof, which fee shall be in keeping with the industry standard.

B. Exclusions - Operating Costs shall exclude, without duplication and without limiting the generality of the foregoing, and except to the extent expressly included above:

- (a) debt service;
- (b) major structural repairs;
- (c) costs determined by the Landlord from time to time to be fairly allocable to the correction of initial construction faults or initial maladjustments in operating equipment, but only to the extent that such costs are recovered from the contractor or others responsible;
- (d) any ground rent payable by the Landlord in respect of a lease of the Land or part thereof; and
- (e) tenant improvement allowances, leasing commissions and leasing costs.

C. Deductions - There shall be deducted from Operating Costs:

- (a) the proceeds of insurance recovered by the Landlord applicable to damage, the cost of repair of which was included in the calculation of Operating Costs paid by the Tenant; and
- (b) amounts recovered as a result of direct charges to the Tenant and other tenants to the extent that the cost thereof was included in the calculation of Operating Costs.

"Parking Facilities" means that part of the Project containing parking facilities with vehicular access thereto including, without limitation, parking spaces, ramps, circulation space, vehicular entrances and exits, the structural elements thereof and services, facilities and systems contained in or servicing such parking facilities Sunny Meadow Medical Centre

"Person" means an individual, partnership, firm, corporate entity, trust, syndicate, unincorporated organization, government or any department or agency thereof or any combination of them.

"Pollutants" means any substance which is regulated by or which would be considered a contaminant, pollutant, waste or deleterious or hazardous substance under Environmental Laws, or which is or may be hazardous to persons or property or detrimentally affect property value and includes, without limiting in any way the generality of the foregoing:

(a) radioactive materials;

(b) explosives;

(c) any substance that, if added to any air, land and/or water, would degrade or alter or form part of a process of degradation or alteration of the quality of that air, land and/or water, to the extent that it is detrimental to its use by human beings or by any animal or plant;

(d) any solid, liquid, gas, microorganism, mould, sound, vibration, ray, heat, radiation, odour or combinations of any of them that is likely to alter the quality of the environment (including air, land and water) in any way or the presence of which in the environment is prohibited by regulation or is likely to affect the life, health, safety, welfare or comfort of human beings or animals or to cause damage to or otherwise impair the quality of soil, vegetation, wildlife or property;

(e) toxic substances;

(f) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental or municipal authority having jurisdiction over the Landlord, the Tenant, the Leased Premises or the Project of which the Leased Premises form a part;

(g) any substance, the use or transportation of which or the release of which into the environment is prohibited, regulated, controlled or licensed under Environmental Laws;

(h) anything contaminated by any Pollutants; and

(i) Bio-Medical Waste.

"Prime Rate" means the rate of interest per annum established from time to time by The Bank of Nova Scotia (or such other bank being one of the 5 largest Canadian chartered banks measured by assets as the Landlord may designate from time to time) at its head office in Toronto, Ontario as the reference rate of interest to determine interest rates it will charge on Canadian dollar loans to its Canadian customers and which it refers to as its "prime rate".

"Project" means the Land and Building and includes, without limitation, all Common Elements.

"Property Tax Year" means the 12 month period set by the municipal taxing authorities as the period for and over which Property Taxes and, where applicable, business taxes are assessed, charged and payable by the owner or occupant of the Project or Leased Premises respectively, whether on a calendar or fiscal year or any other basis.

"Property Taxes" means all taxes, rates, levies, duties and assessments whatsoever whether municipal, school, provincial, parliamentary or otherwise levied, charged, imposed or assessed against the Project or upon the Landlord in respect thereof or from time to time levied, charged, imposed or assessed in the future in lieu thereof or in addition thereto, including, without limitation, those levied, charged, imposed or assessed for education, school and local improvements and all business taxes, if any, from time to time payable by the Landlord or levied against the Landlord on account of its ownership of, or interest in, or the operation of the Project; and all costs and expenses incurred by the Landlord in good faith in contesting, resisting or appealing any such taxes, rates, levies, or assessments including, without limitation, legal fees on a solicitor and client or substantial indemnity basis and other professional fees and interest and penalties on deferred payments, but excluding income or profits taxes upon the income of the Landlord. If any portion of the Project is assessed or taxed other than at the prevailing commercial assessment rates and mill rates due to the occupancy of any tenants or the nature of any tenant's operation, then the amount of such taxes, rates, levies, duties or assessments shall be adjusted to be an amount equal to the amount which would have been incurred had such portion of the Project been assessed and taxed at the prevailing commercial assessment rates and mill rates throughout the entire period for which the calculation is being made. Any tax levied on commercial property or other like tax based on the area or use of the Project or the Leased Premises or any tax on rent imposed in lieu of the foregoing taxes are included herein. Property Taxes shall not include any Business Taxes payable by the Tenant pursuant to Section 6.02 and any similar Taxes levied or assessed separately against other rentable premises in the Project Sunny Meadow Medical Centre

"Rent" means the aggregate of all amounts payable by the Tenant to the Landlord under this Lease. Provided that any and all amounts so payable which are collectible by the Landlord as agent of a taxing authority and which are Taxes imposed by that authority on the Tenant are included in Rent so as to determine the Landlord's rights and remedies in the case of delay or failure to pay the same notwithstanding that the same do not accrue to the Landlord as rent hereunder.

"Rentable Area" means the area of the Leased Premises, the Building or any part thereof as determined by the Landlord and which may be adjusted from time to time to give effect to any structural or functional change and any change in the leasing pattern in the Building, and which shall be calculated in accordance with the BOMA ANSI standards specified in Item B of the Term Sheet (except to the extent altered by this definition) as follows:

(a) in the case of premises occupying the whole of one or more floors, the Rentable Area of such premises shall be determined by measuring to and from the inside finish of permanent outer Building walls or from the glass line, whichever extends further, but shall not include stairs and elevator shafts (except stairs and elevators exclusively serving the Tenant where the Leased Premises consist of more than one floor), flues, stacks, pipe shafts and vertical ducts with their enclosing walls, Washrooms, air conditioning equipment rooms, fan rooms, janitors' closets, electrical closets and other closets serving that floor or floors shall be included in the Rentable Area of such premises. No deductions shall be made for columns and projections necessary to the Building;

(b) in the case of premises occupying part of a floor, the Rentable Area of such premises shall be determined by measuring from and to whichever of the following form the boundaries of such premises: the inside finish of permanent outer Building walls or from the glass line, whichever extends further; the centre of partitions which separate such premises from adjoining premises or public and/or service areas; and the office side of the corridor walls or other permanent partitions, without in any case, deduction for columns and projections necessary to the Building, and includes washrooms, air conditioning equipment rooms, fan rooms, janitors' closets, electrical closets and other closets within and serving the Leased Premises exclusively, but does not include stairs and elevator shafts supplied by the Landlord for use in common with other tenants, and flues, stacks, pipe shafts or vertical ducts with their enclosing walls within the Leased Premises; the Rentable Area as so determined shall have added thereto a portion of the area of the public and/or service areas on such floor which, without limitation, shall include corridors, elevator lobbies, washrooms, air conditioning equipment rooms, fan rooms, janitors' closets, electrical closets and other closets serving that floor. The portion of such area of the public and/or service areas so added shall be that portion from time to time which the Rentable Area of such premises bears to the Rentable Area of all premises leased or set aside from time to time for leasing by the Landlord on that floor (including such premises).

"Sales Taxes" means goods and services taxes payable pursuant to Part VII and IX of the Excise Tax Act, as amended and re-enacted from time to time, as well as any blended or harmonized sales tax which combines such taxes with provincial sales taxes (however characterized or named), and any other like taxes levied from time to time by any governmental authority having jurisdiction, against Rent and any other charges payable under this Lease.

"Security Deposit" has the meaning ascribed in Section 4.02.

"Service(s)" means those activities, personnel, facilities, systems and supplies required for the complete decoration, repair, administration, replacement, maintenance, improvement and operation of the Project.

"Taxes" means comprehensively all various classes and types of taxes, rates, levies, fees, duties, charges and assessments from whatever source arising and levied, rated, imposed, assessed, conferred or chargeable against the Project, the Leased Premises or in respect of the occupancy and activity carried on therein or on account of the Landlord's ownership of or interest in the Project or on account of rents payable with respect therefor and includes Property Taxes, business taxes or any like tax or other amount levied or assessed in lieu of, in addition to, or in substitution therefor, whether or not similar to or of the foregoing character and whether or not in existence on the date hereof, together with an administrative charge for allocation of Taxes and all costs and expenses incurred by the Landlord in good faith in contesting, resisting or appealing any such taxes, rates, duties, levies or assessments including, without limitation, legal fees on a solicitor and client or substantial indemnity basis and other professional fees and interest and penalties on deferred payments, but excluding income or profits taxes upon the income of the Landlord.

"Tenant Person" means a human being who is an officer, director or employee of: (i) any tenant or occupant of the Building or any invitee of a tenant or occupant of the Building; (ii) a contractor which does work for any tenant or occupant of the Building; and (iii) a supplier of services in connection with any area or space available for use or occupation in the Building Sunny Meadow Medical Centre

"**Tenant's Occupancy Costs**" means for each Fiscal Year the Tenant's Proportionate Share of the Operating Costs and the Tenant's Proportionate Share of Taxes, in each case for that Fiscal Year.

"**Tenant's Proportionate Share**" means a fraction, the numerator of which is the Rentable Area of the Leased Premises and the denominator of which is the Total Rentable Area of the Building.

"**Term**" means the period of time set out in Item 7 of the Term Sheet unless sooner terminated.

"**Term Sheet**" means the pages identified as Term Sheet attached to this Lease; and all information and particulars contained therein shall form part of this Lease.

"**Total Rentable Area of the Building**" means the total Rentable Area of the Building located at or above grade level.

"**Transfer**" means:

(a) an assignment, sublease, licensing or other disposition by the Tenant of this Lease or any interest therein or any interest in the Leased Premises (whether or not by operation of law) or in a partnership that is the Tenant under this Lease, or a mortgage or charge (floating or otherwise) or other encumbrance of or upon this Lease by the Tenant, except a Transfer that occurs on the death of the Transferor;

(b) a parting with or sharing of possession of all or part of the Leased Premises; and

(c) a transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription, of all or part of the corporate shares of the Tenant which results in a change in the effective voting control of the Tenant (unless the Tenant is a corporation whose shares are traded on a stock exchange in Canada or the United States of America or is a subsidiary of such a corporation).

"**Transferor**" and "**Transferee**" have meanings corresponding to the definition of "Transfer". In the case of a Transfer described in item (c) of the definition of Transfer, the Transferor is the Person that has or would have effective voting control before the Transfer and the Transferee is the Person that has or would have effective voting control after the Transfer. The singular and plural forms of defined words and phrases shall have corresponding meanings.

**SCHEDULE C
RULES AND REGULATIONS**

1. **Definition** - In these rules and regulations, "Tenant" includes the employees, servants, agents, invitees, subtenants and licensees of the Tenant and others over whom the Tenant can reasonably be expected to exercise its control.
2. **Common Elements** - The Landlord reserves entire control of the Common Elements and will maintain them in such manner as it deems best for the benefit of the tenants generally. The Landlord reserves the right to restrict and regulate the use of the Common Elements by the Tenant and by persons making deliveries to the Tenant.
3. **Smoking** - Smoking is not permitted in the Building or in any area outside of the Building and on the Land which has not been designated by the Landlord as a smoking area.
4. **Obstructions** - The sidewalks, driveways, entrances, vestibules, passages, corridors, halls, elevators and stairways shall not be encumbered or obstructed by the Tenant or be used by it for any purpose other than for entrance to and exit from the Leased Premises.
5. **Deliveries** - The Tenant shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area or other Common Elements. The Tenant shall ensure that deliveries of materials and supplies to the Leased Premises are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the Landlord and shall promptly pay or cause to be paid to the Landlord the cost of repairing any damage in or to the Building caused by any person making such deliveries. The Landlord reserves the right to remove at the expense and risk of the owner any vehicle not using designated "vehicle standing" areas.
6. **Security** - The Landlord may from time to time adopt appropriate systems and procedures for the security and safety of the Building including restricting access during non-business hours and the Tenant shall comply with the Landlord's reasonable requirements relating thereto.
7. **Locks** - No additional locks or bolts of any kind shall be placed by the Tenant upon any of the doors or windows of the Leased Premises, nor shall any changes whatsoever be made to existing locks or the mechanics thereof except by the Landlord at its option. The Tenant shall not permit any duplicate keys to be made, but additional keys as reasonably required shall be supplied by the Landlord when requested by the Tenant in writing and at the Tenant's expense. Upon termination of this Lease, the Tenant shall surrender to the Landlord all keys to the Leased Premises and any other parts of the Building together with any parking passes or other devices permitting entry.
8. **Antennae** - The Tenant shall not mount or place an antenna or aerial of any nature on the exterior of the Leased Premises or Building or, unless it first obtains the Landlord's prior written consent, anywhere within the Leased Premises.
9. **Garbage** - The handling and disposal of garbage shall comply with arrangements prescribed by the Landlord from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate in the Leased Premises and the cost of removal or clearing of quantities in excess of such normally provided service may be charged to the Tenant.
10. **Recycling** - The Tenant shall participate in all Building recycling, energy reduction and water conservation programs as may be determined by the Landlord from time to time.
11. **Repairs, Alterations and Improvements** - The Tenant shall carry out repairs, maintenance, alterations and improvements in the Leased Premises only during times agreed to in advance by the Landlord and in a manner which will not interfere with the rights of other tenants in the Building.
12. **Maintenance** - The Tenant shall provide adequate facilities and means to prevent the soiling of walls, floors and carpets in and about the Leased Premises whether by shoes, overshoes, any acts or omissions of the Tenant or otherwise.
13. **Installations and Wiring** - The Tenant shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Leased Premises and the Building except with the prior written consent of the Landlord and as it may direct. If the Tenant desires electrical or communications connections, the Landlord reserves the right to direct qualified persons as to where and how the wires should be introduced, and without such directions, no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized in writing by the Landlord.
14. **Heating, Air Conditioning and Plumbing Systems** - The Tenant shall not attempt any repairs, alterations or modifications to the heating, air conditioning or plumbing systems. Sunny Meadow Medical Centre

15. Water Fixtures - The Tenant shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the Tenant shall pay the cost of any breakage, stoppage or damage resulting from a violation of this provision.

16. Personal Use of Leased Premises - The Leased Premises shall not be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes as permitted under this Lease.

17. Solicitations - The Landlord reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building.

18. Heavy Articles - The Tenant shall not, in the Leased Premises or the Building, bring in, take out, position, construct, install or move anything liable to injure or destroy any part of the Building including, without limiting the generality of the foregoing, any safe, business machinery or other heavy machinery or equipment without the prior written consent of the Landlord. In giving such consent, the Landlord shall have the right, in its sole discretion, to prescribe the permitted weight and the position thereof, and the use and design of planks, skids or platforms required to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or machinery shall be repaired at the expense of the Tenant. The moving of all heavy equipment or other machinery shall occur only by prior arrangement with the Landlord.

19. Bicycles, Animals - The Tenant shall not bring any animals, except for guide dogs, into the Building and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by the Landlord for such purposes.

20. Furniture and Equipment - The Tenant shall ensure that furniture, equipment and fixtures being moved into or out of the Leased Premises are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Landlord and shall promptly pay or cause to be paid to the Landlord the cost of repairing any damage in the Building caused thereby.

21. Heating / Cooling - The Tenant shall not use any means of heating or cooling the Leased Premises other than that provided by or specifically otherwise permitted in writing by the Landlord.

22. Undue Electrical Loads, Heat, Vibration or Interference - No material or equipment which could cause undue loads on electrical circuits or undue vibration, heat or noise or which could interfere with wireless or other communications shall be brought into the Building or used therein by or on behalf of the Tenant and no machinery or tools of any kind shall be affixed to or used in the Leased Premises without the prior written consent of the Landlord.

23. Fire Regulations - The Tenant shall not do or permit anything to be done in the Leased Premises or bring or keep anything therein which will in any way increase the risk of fire, or obstruct or interfere with the rights of other tenants, or violate or act in variance with the laws relating to fires or with the regulations of the fire department or the board of health. The Tenant shall cooperate in any fire drills and shall participate in all fire prevention or safety programs designated by the Landlord.

24. Flammable Materials - No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Leased Premises.

25. Food and Beverages - Only persons approved from time to time by the Landlord may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building or use the elevators, corridors or other Common Elements for any such purpose. The Tenant shall not permit in the Leased Premises the use of equipment for the preparation, serving, sale, distribution or dispensing of food and beverages except with the prior written consent of the Landlord and in accordance with arrangements approved by the Landlord.

26. Notice of Accidents - The Tenant shall give immediate notice to the Landlord in case of fire or accident in the Leased Premises or in the Building, or in case of defects therein or in any fixtures or equipment thereof, notwithstanding the Landlord may have no obligations with respect thereto.

27. Janitorial Services - The Tenant shall not use or engage any person or persons other than the janitor or janitorial contractor of the Landlord for the purpose of any cleaning of the Leased Premises, except with the prior written consent of the Landlord.

28. Dangerous or Immoral Activities - The Tenant shall not make any use of the Leased Premises which could result in risk or injury to any person, nor shall the Leased Premises be used for any immoral or criminal purpose.

Sunny Meadow Medical Centre

29. Proper Conduct - The Tenant shall not perform any act or carry on any practice which may damage the Common Elements or be a nuisance to any other tenant in the Project.

30. Health Screening - The Landlord shall be entitled, during such time as there is a Health Emergency, to require all occupants of the Building to comply with reasonable measures imposed in respect thereof by the Landlord, including health screening, the use of hand washing and other sanitation products directly related to the management of the Health Emergency, attendance at mandatory training sessions, and the use of additional protective clothing by all occupants, invitees and tenants such as protective barriers, gloves and masks.

31. Access During Health Emergency - During a Health Emergency, the Landlord shall be entitled to specify modes of ingress and egress from and to the Building for tenants generally, or for specific tenants, occupants or invitees who may have a heightened risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other tenants, invitees or visitors in the Building.

32. Disclosure by Tenant - The Tenant shall take reasonable steps to inform the Landlord of any outbreak of an infectious disease amongst its employees where such outbreak may impact the health and/or safety of other tenants in the Building or lead to a Health Emergency.

33. Health Emergency Drills - The Tenant shall participate in any Health Emergency drill that the Landlord shall choose to implement, acting reasonably, in preparation for a Health Emergency.

34. Additional Rules and Regulations - The Landlord shall have the right to make such other and further reasonable rules and regulations as in its sole judgment may from time to time be necessary or of benefit for the safety, care, cleanliness and appearance of the Project and for the preservation of good order therein.

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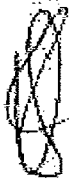
NA

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**SCHEDULE D
LANDLORD'S WORK**

Page E - 1 Initials Landlord Tenant

NA



**SCHEDULE F
FORM OF INDEMNITY AGREEMENT (if applicable)**

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[Handwritten initials or signature.]

INDEMNITY AGREEMENT

THIS AGREEMENT made the day of , 20

BETWEEN:

(the "Indemnifier")

AND:

2012241 ontario ltd

a company amalgamated under the laws of Canada and registered to carry on business in the Province of Ontario

(collectively the "Landlord")

1. **FOR VALUE RECEIVED** and in consideration of and as an inducement to the Landlord entering into the lease dated the day of , 20 and made between the Landlord and as Tenant of certain premises located in the Landlord's building or complex known as 40 Peel Centre Drive, in the City of Brampton, in the Province of Ontario (the "Lease"), which premises are more particularly described in the Lease (the "Leased Premises"); the Indemnifier covenants and agrees with the Landlord that the Indemnifier will:

(a) make due and punctual payment during the term of the Lease and any renewal thereof (hereinafter referred to as the "Indemnification Period") of all amounts expressed to be payable under the Lease during the Indemnification Period whether as Rent or otherwise;

(b) observe and perform during the Indemnification Period all covenants and agreements in the Lease contained on the part of the Tenant to be observed and performed during the Indemnification Period; and

(c) indemnify and hold harmless the Landlord from any and all loss, costs or damages arising out of any failure to pay any of the said amounts and/or any failure to observe and perform any of the said covenants and agreements.

2. This Agreement and the obligations of the Indemnifier hereunder shall not be terminated or impaired by reason of the granting by the Landlord of any indulgences to the Tenant or the assertion by the Landlord against the Tenant of any of the Landlord's rights or remedies under the Lease or by the release of the Tenant from any of the Tenant's obligations under the Lease by operation of law or otherwise, whether or not the Indemnifier has received notice of same. The Indemnifier waives all suretyship defence and waives notice of any default by the Tenant in the payment of any amounts expressed to be payable under the Lease or in the observance and performance of any of the covenants and agreements therein contained. The obligations of the Indemnifier shall:

(a) continue until all of the said amounts accruing during the Indemnification Period have been paid and all of the said covenants and agreements have been observed and performed or until the Landlord shall have delivered to the Indemnifier an instrument in writing discharging the Indemnifier from the Indemnifier's obligations hereunder;

(b) be independent of the obligations of the Tenant and be construed for all purposes as if the Indemnifier were a primary obligor and not merely a surety for the obligations of the Tenant under the Lease; and

(c) be unaffected by any failure of the Landlord to enforce any of the covenants and agreements in the Lease.

3. This Agreement shall continue in full force and effect as to, and notwithstanding, any renewal, amendment, modification, extension, assignment or transfer of the Lease or any subletting of the Leased Premises, whether or not the Indemnifier shall have received notice of or consented

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the same. The Indemnifier further acknowledges and agrees that the Landlord shall be entitled, without prior notice or demand and without affecting the obligations of the Indemnifier hereunder, to:

- (a) change the time or manner of payment of any amounts expressed to be payable under the Lease;
- (b) modify or supplement any of the covenants and agreements in the Lease;
- (c) grant extensions of time, indulgences, releases or discharges in respect of the payment of any amounts or the observance and performance of any covenants and agreements;
- (d) renew the Lease pursuant to the renewal provisions therein contained, if any;
- (e) assign the Lease or the benefit of any amounts expressed to be payable thereunder;
- (f) consent to an assignment of the Lease by the Tenant or to a sublease by the Tenant of all or any part of the Leased Premises;
- (g) consent to changes in the Leased Premises and to any lease of additional space by way of amendment to the Lease;
- (h) assign this Agreement in whole or in part; and
- (i) take or require security from the Tenant.

4. The liability of the Indemnifier under this Indemnity Agreement is primary and absolute and, in the event of a default under the Lease, the Indemnifier waives any right to require the Landlord to:

- (a) proceed against the Tenant or pursue any rights and remedies with respect to the Lease;
- (b) proceed against or exhaust any security of the Tenant held by the Landlord; or
- (c) pursue any other remedy whatsoever in the Landlord's power before proceeding against the Indemnifier under this Agreement.

The Landlord shall have the right to enforce this Agreement regardless of the release or discharge of the Tenant by the Landlord or by others or by operation of law.

5. The Landlord's delay or failure to insist upon the strict performance or observance of any obligation of the Tenant under the Lease or to exercise any right or remedy available under the Lease or at law or in equity or to give the Indemnifier notice of default by the Tenant shall not be construed to be a waiver of the Landlord's right to insist upon such strict performance or observance or to exercise any such right or remedy. Receipt by the Landlord of rent or other payment with knowledge of a breach of any term or condition of the Lease shall not be construed to be a waiver of such breach.

6. The liability of the Indemnifier hereunder shall not be deemed to have been waived, released, discharged, impaired, affected or limited by: (i) the release or discharge of the Tenant in any receivership, bankruptcy, winding-up or other creditors' proceedings; (ii) the impairment, limitation or modification of the liability of the Tenant or the estate of the Tenant in bankruptcy or of any remedy for the enforcement of the Tenant's said liability under the Lease, resulting from the operation of any present or future provision of any bankruptcy laws or other statutes or from the decision in any court; (iii) the rejection, repudiation, disaffirmance or disclaimer of the Lease in any such proceedings; (iv) any disability or other defence of the Tenant; or (v) the cessation, from any cause whatsoever, of the liability of the Tenant. The liability of the Indemnifier shall not be affected by any repossession of the Leased Premises by the Landlord provided, however, that the net payments received by the Landlord after deducting all costs and expenses of repossession and/or reletting the same shall be credited from time to time by the Landlord to the account of the Indemnifier and the Indemnifier shall pay any balance owing to the Landlord from time to time immediately upon ascertainment.

7. Until all the terms, conditions and agreements of the Lease are fully performed and observed by the Tenant, the Indemnifier hereby waives the right to enforce any claim, right or remedy which the Indemnifier has or hereafter shall have against the Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of the Indemnifier hereunder and the Indemnifier hereby subordinates any liability or indebtedness of the Tenant now or hereafter held by the Indemnifier to the obligations of the Tenant to the Landlord under the Lease.

8. In the event of either the termination of the Lease (except by a surrender of the Lease by the Tenant accepted in writing by the Landlord) or a repudiation or disclaimer of the Lease pursuant to any statute, then in either case at the sole option of the Landlord exercisable at any time within 6 months of such termination, repudiation or disclaimer, as the case may be, the Indemnifier agrees to Sunny Meadow Medical Centre

execute and deliver a new lease of the Leased Premises between the Landlord and the Indemnifier as tenant for a term equal to the residue of the term of the Lease remaining unexpired at the time of such termination, repudiation or disclaimer. Such new lease shall contain the same covenants, obligations, agreements, terms and conditions in all respects (including the proviso for re-entry) as are contained in the Lease, save for the term which shall be as aforesaid.

9. No action or proceeding brought or instituted under this Agreement and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Agreement by reason of any further default under the Lease.

10. Any notice required or permitted hereunder shall be given in writing and delivered either (i) personally; (ii) by prepaid courier service; (iii) by facsimile with confirmation of transmission; or (iv) by registered mail, postage prepaid:

to the Landlord at the Landlord's head office:
c/o 2012241 Ontario Ltd
470 Chrysler Drive Unit 20
Brampton Ontario
with a copy to the Landlord's manager as follows:

c/o
Attention: Vice President, Property Management, Office/Industrial, Central Canada
Facsimile

and to the Indemnifier at:

Attention:

Facsimile Number:

Notwithstanding the provision of any statute or law relating thereto, service by means of electronic mail of any notice required to be given in writing by either party hereto pursuant to this Agreement shall not constitute good and effective service.

Any notice shall be considered to have been given or made: (i) if delivered personally or by prepaid courier, on the day of delivery; (ii) if sent by facsimile and received on or before 4:30 p.m. local time for the recipient, on the day of transmission if transmitted on a Business Day; (iii) if sent by facsimile and received after 4:30 p.m. local time for the recipient or if transmitted on any day other than a Business Day, on the next Business Day following; or (iv) if sent by registered mail, 3 Business Days following the date upon which it was mailed. Either party may from time to time by notice in writing to the other designate another address or addressees in Canada as the address to which notices are to be sent. If the postal service is interrupted or substantially delayed or threatened to be interrupted or delayed, any notice shall only be delivered by one of the alternate methods stated above.

11. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and, with the exception of any alternate dispute resolution agreed upon by the parties, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario.

12. All the terms of this Agreement shall extend to and be binding upon the Indemnifier, its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and shall inure to the benefit of and may be enforced by the Landlord, its successors and assigns, including the holder of any mortgage to which the Lease is subject and subordinate. If there is more than one Indemnifier or the Indemnifier is a male or female person or corporation, this Agreement shall be read with all grammatical changes appropriate by reason thereof, and all covenants, liabilities and obligations shall be joint and several.

13. This Indemnity Agreement is irrevocable and may not be changed, affected, discharged or terminated other than by an agreement in writing signed by the Indemnifier and the Landlord. Neither this Indemnity Agreement nor any rights or obligations of the Indemnifier may be assigned by the Indemnifier without the prior written consent of the Landlord. Sunny Meadow Medical Centre

14. The Indemnifier acknowledges that the Landlord hereby advises the Indemnifier to obtain advice from independent legal counsel prior to signing this Indemnity Agreement. The Indemnifier further acknowledges that any information provided by the Landlord is not to be construed as legal, tax or any other expert advice and the Indemnifier is cautioned not to rely on any such information without seeking legal, tax or other expert advice.

15. The indemnifier shall pay all costs and expenses paid or incurred by the Landlord in enforcing either the Lease or this Agreement, including court costs and legal fees on a solicitor and client or substantial indemnity basis, whether or not legal counsel is employed or retained by the Landlord.

16. It is the intention of the parties hereto that this Agreement be interpreted as a contract made under seal.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first set forth above.

SIGNED, SEALED AND DELIVERED

WITNESS to signature of Indemnifier: INDEMNIFIER:

signature: _____ By: _____

Name: _____ Title: c/s

print name: _____ By: _____

address: _____

Name: _____

Title: _____

occupation: _____

I/We have authority to bind the corporation

LANDLORD:

2012241 Ontario Ltd

By: _____

Name: *R. G. G. G.*

Title: c/s

By: _____

Name: _____

Title: _____

We have authority to bind the corporation

LANDLORD:

50 sunnymeadows medical centre

By: _____

Name: *R. G. G. G.*

Title: c/s

By: _____

Name: _____

Title: _____

We have authority to bind the corporation

Page G - 1 Initials Landlord Tenant

*A. 6 months free rent including TMI and
Utilities, tentative Possession Oct, 2011*

**SCHEDULE G
CONTENTS OF LEASED PREMISES**

The following Schedule G is referred to in Section 9.05, Environmental Issues, in this Lease. All contents and materials, other than standard office furnishings and supplies, stored in the Leased Premises are as follows:

(please include, in detail, all materials, pollutants, including but not limited to, chemicals and related items that are used and/or stored in the Leased Premises) Sunny Meadow Medical Centre

RIDER 1 (Section 9.05)**9.05 Environmental Issues**

(1) Landlord's Requirements - The Tenant shall maintain in the Leased Premises or Project only those Pollutants set out in Schedule G hereto and, if requested at any time or from time to time by the Landlord during the Term, provide the Landlord with a list indicating the type, quantity and purpose of such Pollutants set out in Schedule G. The Tenant shall notify the Landlord in writing of any proposed changes to Schedule G and the Tenant must receive the Landlord's prior written consent to any such changes, which consent may be arbitrarily withheld. It is expressly prohibited for the Leased Premises to be used for the sale, transport, transfer, production, storage, manufacture, processing, packaging of, or other dealing with, any Pollutants except if, and so long as, approved by the Landlord in writing (which approval may be withdrawn at any time notwithstanding any provision of the Lease or the Term Sheet) and whenever such approval is given, such sale, transport, transfer, production, storage, manufacture, processing, packaging thereof, or other dealing therewith, shall be only in accordance with the written directions of, and conditions imposed by, the Landlord, from time to time, and any present or future governmental requirements. The Tenant shall immediately notify the Landlord of the existence of any Pollutants in the Project of which it becomes aware.

(2) Tenant's Inspection of Goods - The Tenant shall inspect all goods delivered to the Leased Premises and will ensure that no Pollutants are brought into the Leased Premises by or for the Tenant or its employees, licensees or invitees or into any other part of the Project by or for it or them except in each case pursuant to and in accordance with Subsection 9.05(1) or with the Landlord's prior written consent. The Tenant shall at its own cost cause any goods, the nature of which is not known to the Tenant with certainty, to be tested by a qualified Person to determine whether they are or contain any Pollutants before accepting the same into the Leased Premises or on the Project. If the Tenant is found to be in breach of the requirements of this Subsection 9.05(2), the Landlord may, on behalf of the Tenant, rectify such breach and the Tenant shall promptly reimburse the Landlord for the cost of any test, analysis or inspection of goods in the Leased Premises and the Project which are, or which the Landlord has reason to suspect, may be or contain Pollutants.

(3) Governmental Requirements - If, during the Term or any renewal or extension of this Lease or at any time thereafter, any governmental authority having jurisdiction shall require the clean-up of any Pollutants held in, discharged in or from, released from, abandoned in or placed upon the Leased Premises or the Project or released into the environment by the Tenant or any Person for whom the Tenant is in law responsible in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Leased Premises, whether during the Tenant's occupancy of the Leased Premises or any other premises in the Project pursuant to this Lease or any prior lease of the Leased Premises or any other premises in the Project, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by any governmental authority having jurisdiction or required by the Landlord and carry out the work required and shall provide to the Landlord full information with respect to proposed plans and comply with the Landlord's reasonable requirements with respect to such plans. The Tenant agrees that if the Landlord determines, in its own discretion, that the Landlord, its property, its reputation or the Project is placed in any jeopardy by the requirement for any such work, the Landlord may itself undertake such work or any part thereof at the cost and expense of the Tenant.

(4) Environmental Covenants - In addition to and without restricting any other obligations or covenants herein, the Tenant covenants that it will:

- (a) comply in all material respects with all Environmental Laws (including, but not limited to, obtaining any required permits, licences or similar authorizations) relating to the Leased Premises or the Project or the use of the Leased Premises or the Project by the Tenant;
- (b) promptly notify the Landlord in writing of any charges laid by any governmental authority alleging violation of any Environmental Laws including, but not limited to, spills or releases of Pollutants relating to the Leased Premises or the Project or the operations therein and of any notice by any governmental authority alleging or concerning violation of, or imposing requirements or asserting responsibility under, or pursuant to, any Environmental Laws, and of any order made by any governmental authority against the Tenant. The Tenant shall also promptly notify the Landlord in writing of any notice received by it from any other third party concerning any release or alleged release of any Pollutants from the Leased Premises. The Tenant undertakes to notify the appropriate regulatory authorities if so required under any Environmental Laws within the time period set out in such law or regulation and failure by the Tenant to do so shall authorize, but not obligate, the Landlord to notify the said regulatory authorities;
- (c) permit the Landlord to enter and inspect the Leased Premises and the Tenant's operations; conduct tests and environmental assessments or appraisals; remove samples from the Leased Premises; examine and make abstracts from and copies of any documents or Sunny Meadow Medical Centre

records relating to the Leased Premises; and interview the Tenant's employees all at such reasonable times and intervals as the Landlord may desire;

(d) not cause or permit a release at or from the Leased Premises of any Pollutants except in compliance with Environmental Laws and not seek or permit at any time during the Term of this Lease to dispose of any Pollutants in the Leased Premises and/or the Project without the prior written approval of the Landlord to do so;

(e) not permit any Person to engage in any activity on the Leased Premises that may reasonably be anticipated to lead to a violation of any Environmental Laws or the imposition or assertion of liability or responsibility under any Environmental Laws on such Person, the Tenant or the Landlord, including, without limitation, the issuance of an order;

(f) upon the expiration or termination of this Lease or any renewal or extension thereof, remove promptly from the Leased Premises any Pollutants brought onto the Leased Premises during the Term of any renewal or extension of this Lease or used or released by the Tenant, its contractors or invitees or any Person for whom the Tenant is in law responsible on the Leased Premises (or if removal of such Pollutants is prohibited by any Environmental Laws, the Tenant shall take whatever action is required to ensure compliance with any Environmental Laws) in accordance with any Environmental Laws;

(g) upon the expiration or termination of this Lease or any renewal or extension thereof, remove, in a manner approved in writing by the Landlord, any aboveground or underground storage tanks, pipes and other equipment associated with such tanks, including but not limited to any product which is in and has escaped from such tanks, installed at the Leased Premises by or on behalf of, or used by the Tenant;

(h) upon the expiration or earlier termination of this Lease or any renewal or extension thereof, remove by excavation or other method approved in writing by the Landlord in its sole discretion all Pollutants which have been spilled or otherwise released at or from the Leased Premises and/or the Project and make good any and all damage caused by such removal;

(i) promptly provide to the Landlord a copy of any environmental site assessment of the Leased Premises conducted by or for the Tenant at any time during the Term of this Lease or any renewal thereof; and

(j) maintain all environmental and operating documents and records, including but not limited to permits and orders relating to the Tenant's operations at the Leased Premises in the manner and for the time periods required by any Environmental Laws, which may be reviewed by the Landlord at any time during the Term on 24 hours' prior written notice, excepting emergencies, whether real or perceived, when no such notice shall be required.

(5) Environmental Indemnification - The Tenant shall, during the Term and at all times thereafter, indemnify and hold the Landlord harmless at all times from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees on a solicitor and client or substantial indemnity basis and Consultants' fees and expenses) resulting from:

(a) any breach of or non-compliance with the environmental obligations and covenants of the Tenant as set out in this Lease; and

(b) any legal or administrative action commenced by, or claim made or notice from, any third party, including, without limitation, any governmental authority, to or against the Landlord and pursuant to or under any Environmental Laws or concerning a release or alleged release of Pollutants at the Leased Premises into the environment and related to or as a result of the operations of the Tenant or those acting under its authority or control at the Leased Premises or any other premises in the Project, and any and all costs associated with air quality issues, if any and whether during the Term of this Lease or any prior lease by the Tenant of the Leased Premises or any other premises in the Project.

(6) General Requirements

(a) **Pollutants** - If the Tenant shall bring or create upon the Project or the Leased Premises any Pollutants or if the conduct of the Tenant's business shall cause there to be any Pollutants upon the Project or the Leased Premises then, notwithstanding any statute or rule of law to the contrary, such Pollutants shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord notwithstanding the degree of affixation of the Pollutants or the goods containing the Pollutants to the Leased Premises of the Project, and notwithstanding the expiry, repudiation, disclaimer or earlier termination of this Lease, and at the option of the Landlord, any substance or material contaminated by such Pollutants shall become the property of the Tenant and the Tenant, or, at the Landlord's option, the Landlord, in addition to its obligation to remove such Pollutants, if directed by the Landlord, shall remove from the Project any substance or material contaminated by such ~~Sunny~~

Meadow Medical Centre

TAB 33

**AGREEMENT OF PURCHASE AND SALE
SUNNY MEADOWS MEDICAL CENTRE**

UNIT 318, 319, LEVEL 3, as shown on the sketch attached hereto, as Schedule "A", Peel Region Standard Condominium Plan No. _____ proposed to be municipally known as 50 Sunny Meadow Boulevard, Brampton, Ontario.

_____ (the "Purchaser") agrees to and with 2012241 ONTARIO LIMITED (the "Vendor"), to purchase the above-described condominium unit(s) and its(their) appurtenant common interest as specified in the Declaration (such above described unit(s) and its(their) appurtenant common interest hereinafter collectively called the "Unit"), subject to the by-laws and rules of the condominium corporation (the "Condominium Corporation") to be created upon the registration of the Declaration and description under the *Condominium Act, 1998*, S.O. 1998, c.19, as amended (the "Act") and situate within a multi-unit commercial building (the "Condominium") on the following terms and conditions:

1. PURCHASE PRICE:

The purchase price of the Unit shall be: _____ (\$ _____) of lawful money of Canada, said amount being calculated in accordance with Schedule "E", plus G.S.T. as per paragraph 14 herein, payable to the Vendor as follows:

- (a) a sum of _____ Dollars by cheque with this Agreement payable to the Escrow Agent, Sikder Professional Corporation in trust, as a deposit to be credited on account of the purchase price on closing;
- (b) further deposits payable as follows and to be credited on account of the purchase price on closing:
 - (a) the further sum of \$ 19244.00 by cheque as a further deposit on 09/03/2010;
 - (b) the further sum of \$ 19244.00 by cheque as a further deposit on 09/04/2010;
 - (c) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (d) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (e) the further sum of \$ _____ by cheque as a further deposit on _____.
- (c) the balance of the purchase price, subject to adjustments as provided in this Agreement, shall be paid by certified cheque or bank draft on the Unit Transfer Date (as hereinafter defined).

The Purchaser agrees to deliver to the Vendor post-dated cheques payable to the Escrow Agent in the amounts set out in subparagraph 1(b) upon the execution of this Agreement.

2. CLOSING

- (a) The Purchaser shall occupy the Unit on April 15 2010 (the "Occupancy Date") and the Purchaser acknowledges and agrees that such Occupancy Date may be extended as provided for in this Agreement.
- (b) The purchase and sale of the Unit shall be completed and a transfer of the Unit delivered to the Purchaser in accordance with the terms of this Agreement on a date (the "Unit Transfer Date") that is the later of: (i) the Occupancy Date; and (ii) a date fixed by the Vendor upon which the transfer of the Unit acceptable for registration is delivered to the Purchaser or his solicitor.

PARAGRAPHS 1 TO _____ INCLUSIVE AND THE FOLLOWING SCHEDULES, IF ATTACHED, FORM PART OF THIS AGREEMENT:

- SCHEDULE "A" - SKETCH OF UNIT
- SCHEDULE "B" - VENDOR'S FINISHES
- SCHEDULE "C" - FINANCIAL ABILITY/DEPOSITS
- SCHEDULE "D" - ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE MATERIALS
- SCHEDULE "E" - UNIT AREA SCHEDULE
- SCHEDULE _____

THE PURCHASER ACKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE DISCLOSURE STATEMENT DELIVERED TO HIM BY THE VENDOR PURSUANT TO THE PROVISIONS OF THE ACT. ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS OR REPRESENTATIVES SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT.

Witness: _____	Witness: _____
Purchaser: _____	Purchaser: _____
Purchaser's Signature: _____	Purchaser's Signature: _____
Date of Birth: _____	Date of Birth: _____
Social Insurance No.: _____	Social Insurance No.: _____
Address: _____	Address: _____
Tel. # _____ Cell # _____	Tel. # _____ Cell # _____
Fax. # _____ Email _____	Fax. # _____ Email _____

SOLICITORS FOR THE PURCHASER:

The Vendor hereby accepts the above offer.

VENDOR'S SOLICITORS:
SIKDER PROFESSIONAL CORPORATION
 1620 Albion Road, Suite 306 Toronto, Ontario M9V 4B4
 Attn: Mr. Paltu Kumar Sikder, Solicitor
 Telephone: (416) 740-2957 Fax: (416) 740-2642

2012241 Ontario Limited
 Per: [Signature]
 I have authority to bind the Corporation.

3. DELAY

In the event that the completion of the transaction or the Unit or the common elements should be delayed by reason of strike, lockout, fire, lightning, flood, wind, water, earthquake or other casualty, tempest, riot, war, acts of God, unusual delay by common carrier, unavoidable casualty, non-installation or supply of services, obtaining building and other requisite permits, availability of tradesmen, and/or materials or by any other cause of any kind whether of the foregoing nature or beyond the control of the Vendor acting in a reasonable and prudent business manner, the Vendor shall be permitted such extensions of time as is reasonable under the circumstances and the time for occupancy shall be extended accordingly, and the Vendor shall not be liable to the Purchaser for any costs or damages, direct or indirect, or otherwise by reason of such delay. The Unit shall be deemed to be completed for the purposes of occupancy by the Occupancy Date or any extension thereof when the Vendor determines that the Condominium building is completed sufficient to permit occupancy of the requisite portion of the common areas thereof and the Purchaser agrees that he shall take occupancy of the Unit on the Occupancy Date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. In any event, the Purchaser acknowledges that failure to complete other units within the building in which the Purchaser's Unit is located, or the common elements on or before the Occupancy Date shall not be deemed to be a failure to complete the Unit. If the Vendor should be unable to complete the requisite portion of the common areas of the Condominium building, in which the Unit is located, for occupancy in accordance with this Agreement within the extensions of time herein provided for, the deposits shall be returned to the Purchaser without interest except as may be required by law and the Agreement shall be at an end, and the Vendor shall not be liable to the Purchaser for any costs or damages or otherwise. In such case, the Purchaser shall forthwith execute and complete such documents affecting the title as are necessary for the Vendor to effect a resale of the Unit to another purchaser. The completion of the requisite portion of the common areas of the Condominium building, in which the Unit is located, shall be conclusively established by the Vendor's architect.

The Vendor shall have the right and privilege upon at least thirty (30) days' prior written notice to the Purchaser, of accelerating the Occupancy Date for one or more periods of time not exceeding six months in total.

4. INTERIM OCCUPANCY

- (a) If the requisite portion of the common areas of the Condominium building, in which the Unit is located, are completed sufficient to permit occupancy thereof as determined by the Vendor by the Occupancy Date or any extension thereof then, the Purchaser shall, subject to any other provisions of this Agreement to the contrary, take possession of the Unit until the Unit Transfer Date, upon the terms set forth in Paragraph 5 below (which in such instances shall constitute the occupancy agreement), and/or shall execute at the Vendor's option its standard form of occupancy agreement (either occupancy agreement hereinafter called the "Occupancy Agreement"). In the event of a conflict between any term contained in the Vendor's standard form of occupancy agreement and any term contained in Paragraph 5 hereof, the provisions of the Vendor's standard form of occupancy agreement shall prevail.
- (b) On the Occupancy Date, the Purchaser shall deliver a clear and up-to-date execution certificate in respect of the Purchaser's name from the Land Titles Office or Sheriff's Office in which the Unit is situated, or provide the Vendor's solicitor with such other information and documentation as may be required in order to satisfy the Vendor's solicitor, in its sole discretion, that the Purchaser is not one and the same person as any particular execution debtor named in any particular execution on file in the said office.
- (c) The Purchaser shall pay an occupancy fee (the "Occupancy Fee") monthly, in advance, on the first day of each month, during the period between the Occupancy Date and the Unit Transfer Date, which Occupancy Fee shall be payable pro rata for periods of less than a whole month at the beginning or end of the occupancy period. The Occupancy Fee shall be equal to the maximum amount permitted in section 80(4) of the Act. The Purchaser shall provide any number of postdated cheques with respect to the Occupancy Fee as and when the Vendor may reasonably require same. NO PART OF THE OCCUPANCY FEE SHALL BE CREDITED TOWARDS THE PURCHASE PRICE ON CLOSING NOR SHALL ANY PART THEREOF BE RETURNED TO THE PURCHASER IN THE EVENT THAT ANY DEPOSIT MONIES ARE TO BE RETURNED TO THE PURCHASER BY REASON OF THE TERMINATION OF THIS AGREEMENT. No adjustment shall be made for fluctuations in those items on which the maximum occupancy fee is based other than as required in the Act, save and except as provided for in the following sentences in this subsection. The Vendor reserves the right to charge taxes applicable only to the land to the Purchaser as part of the monthly Occupancy Fee and adjust on the Unit Transfer Date any interim bills paid by the Vendor prior to the Unit Transfer Date. The Purchaser in such event shall still be responsible for all supplementary tax bills resulting from the construction of the Condominium building from and after the confirmed Occupancy Date and all tax bills after Unit Transfer Date applicable to the Unit.
- (d) The Purchaser covenants and agrees to provide the Vendor's solicitor, within thirty (30) days of the date of acceptance of this offer, with an irrevocable direction indicating the manner in which title to the Unit shall be taken on the Unit Transfer Date, setting forth the company name or the full names, birth dates and marital status and social insurance number of the Purchaser and all other parties permitted by the Vendor to take title to the Unit, as well as the address for service to be inserted in the transfer, failing which the Purchaser shall be in default hereunder, and in addition to any other rights and remedies available to the Vendor (either at law or in equity) as a result of such default by the Purchaser, the Vendor shall thereupon be entitled to engross the Unit in the name of the Purchaser as noted on page 1 of this Agreement, and the Purchaser shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the Occupancy Agreement and/or the transfer are so engrossed. If such irrevocable direction directs the Vendor's solicitor to engross title to the Unit in the name of a person(s) or party(ies) other than that of the Purchaser as noted on page 1 of this Agreement, which are permitted by the Vendor in accordance with this Agreement, then the Purchaser agrees to pay, on the Occupancy Date, the Vendor's solicitor's fees, in the amount of \$150.00 plus G.S.T..
- (e) The Purchaser agrees to obtain from the Vendor a time of day during which the Purchaser shall be entitled to move into the Unit and to use the elevator designated for such purposes, if any.

5. THE OCCUPANCY AGREEMENT

During the term of the Occupancy Agreement:

- (a) Subject to the provisions hereof, only the Purchaser shall have the right to occupy the Unit, for commercial purposes only, in accordance with the terms and provisions of the draft Condominium Documents included in the Disclosure Statement, and shall comply with same as if they were the owner of the Unit, and shall maintain and repair same in a clean and sightly manner as would a prudent owner, and the Purchaser acknowledges and agrees that he shall not

A handwritten signature in a circle and a separate set of initials to the right.

- have access to the Unit prior to the Occupancy Date without the Vendor's prior written consent and without being accompanied by a representative of the Vendor;
- (b) The Purchaser agrees not to make any changes, alterations, interior work or additions of any nature whatsoever to the Unit (collectively, the "Unit Alterations") up to and including the Unit Transfer Date unless the Purchaser either:
- (a) enters into an agreement with the Vendor (or a person designated by the Vendor) to source, construct and/or install the Unit Alterations and same shall be sourced, constructed or installed by the Vendor (or a person designated by the Vendor) in accordance with the terms of such agreement; or
 - (b) obtains the written approval of the Vendor to permit the Purchaser itself to construct and install the Unit Alterations, which written approval may be arbitrarily withheld by the Vendor.
- (c) Should the Purchaser desire the Vendor's written approval in accordance with Paragraph 5(b)(b), the Purchaser shall submit to the Vendor detailed plans and drawings prepared by a qualified architect or engineer showing the proposed Interior Alterations (said plans and drawings being suitable for building permit purposes), together with any other documents that the Vendor deems necessary in its sole, absolute and unfettered discretion. The Purchaser shall be liable for all of the Vendor's architect's, engineer's and in-house fees incurred for reviewing the Purchaser's plans, documents and drawings and shall pay such sums forthwith upon demand or as an adjustment on the Unit Transfer Date, in the Vendor's sole discretion.
- (d) Should the Vendor grant its written approval to the performance of the Interior Alterations by the Purchaser, the performance of same shall not be commenced by or on behalf of the Purchaser unless:
- (a) copies of all consents, permits and licences required by any applicable municipal, regulatory or governmental authority and required to permit the performance of the Interior Alterations are delivered to the Vendor;
 - (b) ~~the Purchaser delivers an irrevocable letter of credit in favour of the Vendor in the amount equal to 200% of the costs of the performance of the approved Interior Alterations as a security deposit for construction liens, work performance during the construction period and latent defects, for a minimum of six months after the occupancy permit for the Unit has been issued by the municipality, such letter of credit to be on a form that is acceptable to the Vendor in its sole discretion and drawn by a Canadian Schedule 1 Chartered Bank. It is understood and agreed that the performance of the Interior Alterations shall be estimated by the Vendor in its sole discretion and such estimate shall be conclusive and binding with regards to determining the amount of the letter of credit. The Vendor reserves the right to increase the estimate amount at any time and accordingly, the Purchaser shall provide such additional letters of credit to the Vendor as are necessary to reflect a cumulative value of 200% of the revised estimate;~~
 - (c) enter into any and all agreement required by the Vendor pertaining to the performance of the Interior Alterations.
- (e) In the event that the Purchaser (or a person on its behalf) begins the performance of Interior Alterations without first complying with Paragraphs 5(c) and 5(d) then, at the sole option of the Vendor, the Occupancy Agreement and this Agreement shall become null and void and all deposit monies shall be forfeited as liquidated damages. The Purchaser shall be liable for and agrees to indemnify and save the Vendor harmless for any damages, costs or expenses incurred by the Vendor as a result of the Purchaser failing to comply with the provisions of the Occupancy Agreement.
- (f) The Purchaser covenants and agrees that any refuse and debris arising from its performance of the Interior Alterations shall be removed by the Purchaser at its sole cost and expense and that such refuse and debris shall be stored within the Unit at all times prior to its removal.
- (g) The Purchaser acknowledges that the as-built Interior Alterations must be reflected on the final architectural and structural drawings for the Condominium. The Purchaser shall pay to the Vendor the Vendor's cost, as estimated by the Vendor, of reflecting the Interior Alterations on the architectural and structural drawings for the Condominium. In the event that an inspection of the Interior Alterations indicate that the same have not been completed in accordance with any plans approved by the Vendor, the Purchaser shall be responsible for the Vendor's expenses in amending the architectural and structural drawings to reflect the Interior Alterations.
- (h) The Purchaser shall pay all telephone, cable television, utility and other expenses for the Unit other than those included as a proposed common expense;
- (i) The Purchaser shall maintain insurance on any decoration, furnishing or improvement to the Unit as well as for third party liability and shall indemnify the Vendor from any damage to property or injury to person within or on the Unit or elsewhere if caused by the Purchaser or any person for whose actions the Purchaser may in law be liable;
- (j) The Purchaser's right to occupy the Unit may be terminated by the Vendor if the Purchaser is in default under this Agreement or the Occupancy Agreement, or if this Agreement has been terminated for any reason. If the Occupancy Agreement or this Agreement is terminated, the Purchaser shall vacate the Unit immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit;
- (k) Subject to the provisions hereof, the Purchaser may not assign or sublet this Occupancy Agreement or otherwise part with possession of the Unit, without the Vendor's prior written consent which consent may be arbitrarily withheld;
- (l) The Vendor shall have the right to enter the Unit at all reasonable times (unless there is an emergency, in which case such right to enter the Unit can be at any time) for the purpose of conducting inspections thereof, for facilitating the registration of the Condominium, and for correcting and completing any outstanding work with respect to the Condominium;
- (m) The Purchaser shall ensure that no construction liens or any other lien affects the Condominium or property of the Condominium or any part thereof, including without limitation the Unit, in respect of materials supplied or work done or to be done by the Purchaser or on behalf of the Purchaser or related to the Purchaser's work and if the Purchaser fails to discharge or cause any such lien to be discharged no later than five (5) days after notice thereof given to the Purchaser, then in addition to any other rights and remedies of the Vendor, the Vendor may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due into court or directly to the lien claimant and the amount so paid and all costs and expenses (including legal costs on a solicitor and his client basis) shall be paid by the Purchaser to the Vendor forthwith on demand; and
- (n) The Purchaser shall be obligated to obtain, at its sole cost and expense, any occupancy permit required by any municipal, governmental or regulatory authority having jurisdiction and shall make it available to the Vendor five (5)

days prior to any occupancy, business operation or opening. The Purchaser shall not refuse to complete this transaction by reason only that such certificate has not been obtained or is not yet available.

6. CONSTRUCTION AND CHANGES

The Vendor agrees to complete the Unit and common elements in a good and workmanlike manner. The Vendor shall have the right from time to time to make reasonable changes in the opinion of the Vendor if required and any changes required by any relevant governing authority in the plans and specifications of the Unit and the Condominium and every aspect thereof if required and to substitute other material for that provided for under this Agreement or in the plans and specifications of the Unit or the Condominium, provided that such alternative material is of a quality equal to or better than the material hereunder or in the plans and specifications and to complete this transaction notwithstanding same and the Purchaser hereby consents to such changes and substitutions. The Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole and absolute discretion to effect the changes to the Condominium contemplated in the Disclosure Statement, to change the legal description of the Unit and the right to change the Condominium's municipal address or numbering of the Units in terms of unit number and/or level number and the number of units in the Condominium as a result of a combination of units, splitting units, adding additional units, removing units and reducing or increasing the height of the Condominium by reducing or increasing the number of floors of the Condominium and altering the exterior design and features of the Condominium, which the Vendor can effect in its sole and unfettered discretion; provided, however, that the Purchaser's Unit location on the floor-plate and configuration shall not be altered except as provided herein. The Purchaser acknowledges and agrees that the construction timetable for the lands adjacent to and/or nearby the Condominium and the type, character, composition, number of buildings, etc. of the improvements to be constructed thereon will be totally at the discretion and control of the owners thereof. The Purchaser covenants and agrees that in the event that there is a "material change" permitting the Purchaser to rescind this Agreement pursuant to s.74(6) of the Act, then the Purchaser agrees that its only recourse against the Vendor is such right of rescission pursuant to the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

The items set out in Schedule "B" attached hereto are included in the purchase price. The Purchaser acknowledges that he is not relying on any floor area figures indicated in any sales or promotional material or provided by the Vendor's agents. In accordance with the foregoing, and without limiting the generality of the foregoing, all details and dimensions are approximate and are subject to change without notice to the Purchaser. Any reference to ceiling heights in this Agreement or the Schedules attached hereto shall mean the approximate height from unfinished floor slab surface to unfinished ceiling slab surface and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc. Purchaser is advised that the configuration and area of the Unit may be altered by the addition of ducts to service roof-top HVAC units in the event the Vendor decides, in its sole, absolute and unfettered discretion, to increase the number of floors in the Condominium building and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price. The Purchaser is advised that the configuration, location of entry doors and area of the Unit may be altered if in connection with the finalization of the exterior elevation drawings of the Condominium building the Vendor decides, in its sole, absolute and unfettered discretion, to change the location of the stairwells, elevator shafts or the like and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration, location of entry doors and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price.

The Purchaser acknowledges that the consumption of hydro in the commercial units shall be separately metered on a per unit basis with each commercial unit owner being responsible for the cost of such utility consumed in his unit, in addition to and not part of the common expenses payable by such owner. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date such documentation as is required to facilitate the separate metering and per unit billing of such utilities or any other utilities servicing his unit.

The Purchaser acknowledges that the distance and views from the proposed building shown on any site plan, marketing materials, signs, artists renderings or scale model are approximate only and/or may be modified during construction. The Purchaser acknowledges and agrees that the Vendor may, at its sole, absolute and unfettered discretion, make alterations, changes, additions or deletions to anything, including without limitation any buildings, structures and improvements, included or depicted on such site plan, marketing materials, signs, artists renderings or scale model.

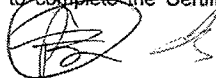
7. WARRANTY

The Vendor covenants that on the Occupancy Date the Vendor will transfer, to the extent they are transferrable, to the Purchaser the benefit of any warranty or guarantee that it may have from a third party contractor or supplier in respect of any construction undertaken by the Vendor in respect of the Unit. The Purchaser agrees to accept any such warranty or guarantee in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the subject land or Unit.

Notwithstanding the foregoing or anything contained in the said warranty, the Purchaser waives any right to any claim against the Vendor for damage to any ceilings or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser.

8. INSPECTION OF UNIT

- (a) The Purchaser shall inspect the Unit immediately prior to the Occupancy Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Vendor's Certificate of Completion and Possession Form (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Unit as complete in accordance with this Agreement. The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) onto the Property until the Purchaser has completed his obligations under this Agreement on the Occupancy Date.
- (b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to give occupancy of the Unit and to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole option, may thereupon either terminate the transaction in accordance with Paragraph 22 herein, or may elect to complete the Certificate on behalf of the Purchaser. The



Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers, without liability or claim, to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

9. DAMAGES BEFORE CLOSING

The Unit, save and except for any contents that may be placed or located in the Unit and any improvements to the Unit made or caused to be made by the Purchaser in accordance with this Agreement, shall be and remain at the risk of the Vendor until the Unit Transfer Date, and pending completion of the sale the Vendor will hold all insurance policies, save and except for any policies relating to the contents in the Unit and to any Purchaser improvements made to the Unit in accordance with this Agreement, and the proceeds thereof in trust for the parties as their interests may appear, and in the event that the Unit or the building of which the Unit forms a part are substantially damaged or destroyed, and the Vendor, in its sole discretion decides that it will not rebuild or repair such damage, then the Vendor may elect to terminate this Agreement and upon returning to the Purchaser the deposit(s) without interest except as may be required by law, the Vendor's liability shall be at an end and the Purchaser shall execute and complete such documents as may be necessary to clear the title to the Unit. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

10. ACCESS BY VENDOR FOR MAINTENANCE AND COMPLETION

- (a) Notwithstanding the transfer of title to the Unit to the Purchaser, or occupancy of the Unit by the Purchaser, the Vendor or its duly authorized agents shall have free access at all reasonable times (unless there is an emergency, in which case such access can be at any time) to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or other units and the common elements in the Condominium or of any servicing or installations in connection with either the Unit or the common elements and this right shall be in addition to any rights and easements in favour of the Vendor under the Act.
- (b) The Purchaser shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold, both in other phases of the condominium, if any, and in other condominium plans, as applicable, the Vendor may make such use for the Condominium as may facilitate such completion and sale, including, but not limited to the maintenance of a sales office, common areas or elements and model units, the showing of unsold units and the display of signs. The Purchaser covenants and agrees for itself and its agents and permitted assigns that they shall not enter the Unit or the common elements prior to the Occupancy Date except as approved or required by the Vendor.

11. ACCEPTANCE OF TITLE BY PURCHASER

The Purchaser agrees that the Unit shall be subject to all registered restrictions and agrees to accept title to the Unit subject to all the rights and easements now registered or to be registered hereafter against the Unit, the common elements and/or the property for the supply and installation of telephone and other communication services, electricity, gas, sewers, water, heating, cooling, television cable or satellite facilities and other usual services; provided that if such rights and easements have not been determined when the Purchaser receives a transfer, such transfer will contain a covenant by the Purchaser to grant such rights and easements and/or confirm same upon the written request of the Vendor, and the Purchaser shall, if requested, execute such transfer or transfers as the Vendor shall require and submit, provided the title is good and free from all encumbrances except:

- (a) as aforesaid;
- (b) the Declaration, Description, and By-Laws, notwithstanding that they may be amended or varied from the proposed Condominium Documents given to the Purchaser when entering this Agreement;
- (c) any development agreements, subdivision agreements, site plan agreements and any other such agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction, applicable by-laws whether registered or not, provided that the Vendor is in compliance thereof;
- (d) any easements, rights-of-way, reciprocal agreements with adjoining lands, encroachment agreements, conditions or covenants that run with the land, and subject to all rights, licences, and easements or agreements now registered or to be registered for the installation and maintenance of any public or other utility including, without limitation, telephone, internet, hydro, gas, sewer, water, heating, cooling, cablevision or satellite and any easements or right of entry for the operation and maintenance of adjacent corporations or lands;
- (e) any easements, rights-of-way, licences, or agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction with respect to future services to be installed;
- (f) temporary easements in favour of the Declarant and/or its affiliates and/or the Declarant's assigned successors for construction and sales of this Condominium and any development in the vicinity thereto;
- (g) official plan and zoning amendments passed by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction;
- (h) any agreement(s) or easement(s) between or among the Vendor on its behalf and on behalf of the owner(s) of improvements constructed or to be constructed on lands in the vicinity of the subject property (including, without limitation, any covenants, restrictions, etc. not to object to re-zoning, etc.);
- (i) any easements, rights-of-way, cost sharing agreements and reciprocal agreements with adjoining lands and/or lands in the vicinity of the Condominium lands;
- (j) Instrument Nos. LT1615145, LT2057426, PR1138739 and PR1591143;
- (k) as herein expressly provided; and
- (l) as to minor breaches in any of the foregoing that have been remedied or are in the process of being remedied as established by a statutory declaration of an officer or director of the Vendor.

The Purchaser agrees that the retention by the relevant authority of security that is satisfactory to such authority intended to guarantee fulfilment of any outstanding obligations under any of the aforementioned agreements shall be deemed to be satisfactory compliance with the terms and provisions of the agreements. It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Unit a release of (or an amendment to) any of the aforementioned easements, development agreements, site plan agreements, subdivision agreements, cost sharing agreements, reciprocal agreements or restrictive covenants, nor shall the Vendor be obliged to have any of the same deleted from the title to the Lands. The Purchaser shall satisfy himself as to the Vendor's due compliance with the provisions of any such agreements, licences, restrictions or easements listed in subparagraphs 11(a) to 11(l) inclusive above. Purchaser further agrees to accept

the Vendor's solicitors' undertaking to discharge any mortgages, debentures, liens or encumbrances (the "Encumbrances") against the Unit or Common Elements that the Purchaser is not assuming and to close notwithstanding such mortgages, liens or encumbrances. In any event, the Vendor shall not be required to discharge the Unit from the Encumbrances until such time as the Purchaser has paid to the Vendor the purchase price for the Unit in full.

The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any portion of purchase price on the Occupancy Date or on the Unit Transfer Date.

The Purchaser acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser when entering into this Agreement, and in the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement in accordance with the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to such restrictions, easements, covenants or agreements referred to in this Agreement, and in such case the Purchaser shall be required to execute the transfer prior to the Unit Transfer Date, or the Vendor may require that the Purchaser deliver his separate written covenant on the Unit Transfer Date. In the event that the Vendor is not the registered owner of the Unit, the Purchaser agrees to accept a conveyance of title from the registered owner in lieu of the Vendor's.

The Purchaser agrees to accept title to the Unit subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water, cable television, internet access, heating, cooling, satellite facilities and other usual services, as well as any rights, easements and interests in land that do not materially affect the use of the Unit for commercial purposes reserved by the Vendor. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements.

The Purchaser further agrees to accept title from the registered owner of the Unit and to accept such owner's title covenants in lieu of the Vendor's in the event that the Vendor is not the registered owner of the Unit on the Unit Transfer Date. The Vendor shall be entitled to insert in the transfer/deed of land specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to in this Agreement and, in such case, the Purchaser may be required to execute the transfer/deed of land prior to the Unit Transfer Date and the Vendor may require, in addition, that the Purchaser deliver his separate written covenant on the Unit Transfer Date.

12. VENDOR'S COVENANTS

The Vendor hereby covenants as follows:

- (a) to take all reasonable steps to deliver to the Purchaser a registrable deed or transfer of the Unit without delay; and
- (b) to hold in trust for the Condominium Corporation the money, if any, that the Vendor collects from the Purchaser on behalf of the Condominium Corporation.

The covenants of the Vendor in this paragraph contained shall constitute the covenants of the Vendor pursuant to subsection 78(1) of the Act and are hereby understood and agreed to be the extent of the Vendor's obligations in that regard and it is understood and agreed that there are no further obligations or covenants in that regard other than those specifically stated above.

13. EXAMINATION OF TITLE BY PURCHASER

The Purchaser shall not call for the production of any title deeds or abstracts of title, survey sketch or other proof or evidence of title, nor have furnished any copies thereof. The Purchaser shall be allowed until TEN (10) days prior to the Unit Transfer Date to examine the title at his own expense. If within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit money shall be returned to the Purchaser without interest except as may be required by law and without deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objections so made within such time the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned.

14. ADJUSTMENTS ON CLOSING

The balance due on the Occupancy Date shall be adjusted on the Occupancy Date (or adjusted on the Unit Transfer Date if so required by the Vendor) as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement (plus G.S.T. where applicable) which shall include, without limiting the generality of the foregoing, the following:

- (a) Assessments prepaid or owing for contribution towards the common expenses, and/or reserve fund and any other prepaid or current expense, such as gas, electricity, fuel, water, heating, cooling, etc., which shall be adjusted by attributing to the Purchaser's Unit its share of such expenses, as determined by its common interest, and any charges paid by the Vendor to a utility supplier (including, without limitation, any local distribution company or any independent energy retailing company) which is attributable to the unit, including any charges (which may include, without limitation, security deposits) specifically for the connection or energization of water, gas, hydro, heating or cooling or the installations of a meter for same and the cost of such meters, unless such charges are included in common expenses. If any of such charges are bulk billed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) below;
- (b) an amount equal to that estimated by the Vendor to be payable by the Purchaser for the Purchaser's Unit contribution towards the common expenses and/or reserve fund of the Condominium Corporation for a period of TWO (2) months, which sum shall be paid directly to the Condominium Corporation on closing and credited by the Condominium Corporation to the Purchaser. Such sum, or part thereof, forming part of the reserve fund shall be in addition to any

common expenses otherwise payable to the Condominium Corporation. The Purchaser agrees to deliver a series of twelve post-dated cheques in an amount estimated by the Vendor to be payable monthly to the Condominium Corporation on account of common expenses;

- (c) realty taxes (including local improvement rates) on the Purchaser's Unit, and said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Occupancy Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. If realty taxes are owing for a period when the Condominium was assessed and taxed as one structure and not as individual units, then the adjustment of realty taxes shall include an amount calculated to attribute a portion of such realty taxes owing on the Condominium to the Purchaser's Unit based on its common interest or alternately, equally among all of the commercial units or in such other manner as the Vendor may elect, acting reasonably. Alternatively and at the Vendor's option realty taxes shall not be adjusted until individual unit assessments have been made;
- (d) the costs in respect of the provision and installation of hydro meters in the amount of \$400.00 plus G.S.T.;
- (e) the Purchaser shall reimburse the Vendor \$50.00 plus G.S.T. on closing for the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada;
- (f) all deposits paid to the Vendor hereunder, together with interest to be paid/credited to the Purchaser in accordance with the provisions of the Act;
- (g) a \$250.00 plus G.S.T. administrative fee shall be charged to the Purchaser for any cheque paid for a deposit or for the monthly occupancy fee which is not honoured or accepted for any reason, including a cheque returned N.S.F. or upon which a "stop payment" has been ordered;
- (h) if the Purchaser is not a resident of Canada for the purposes of the Income Tax Act, Canada (the "ITA"), the Vendor shall be entitled to withhold and remit to the Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of his deposits paid hereunder, in accordance with the ITA;
- (i) the Purchaser shall reimburse the Vendor \$300.00 plus G.S.T. in respect of all forms of evidence of compliance pursuant to subsection 81(6) of the Act that have been delivered to the Purchaser, such costs representing the administration fees charged by the Vendor's Solicitor to the Vendor;
- (j) the amount of any development charge(s) or levies and/or education development charge and/or sewer impost charge and/or park charges or levies and/or any service connection charges, check meter and/or any fees, levies, charges or assessments (notwithstanding that same may be paid prior to the Unit Transfer Date or following) assessed against or attributable to the Unit (or assessed against the development or Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), whether imposed under the *Development Charges Act, 1997*, S.O. 1997, as amended from time to time, and the *Education Act*, R.S.O. 1990, as amended from time to time, or otherwise under any other relevant legislation or authority. If such charges, levies, fees or assessments are assessed against the Property as a whole and not against the Unit, then the Purchaser shall pay to the Vendor a proportionate reimbursement of such amounts equivalent to the proportionate common interest allocation attributable to the Unit;
- (k) the cost in respect of the provision of a status certificate in the amount of \$100.00 plus G.S.T.;
- (l) if requested by the Vendor or the Hydro Provider (as defined below), the Purchaser agrees to enter into or assume a contract with the provider of hydro and/or the party monitoring consumption of same to the Unit (the "Hydro Provider"), on the Hydro Provider's form, for the provision and/or metering of hydro services to the Unit. The fees (including any security deposit) for such hydro services shall be adjusted for the month of closing with the Purchaser being responsible for such costs from and after the Occupancy Date; and
- (m) the cost in respect of the provision of an area certificate in accordance with Schedule "E", plus G.S.T.;

If any of the adjustments to be made on the Occupancy Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Purchaser agrees with the Vendor to pay all monies payable under this Agreement in the manner directed by the Vendor or its solicitor.

If (a) there is an increase after the date of execution of this Agreement by the Purchaser in any levy, development charge, education development charge, impost charge, fee or assessment (collectively, the "Existing Levy") imposed as of that date by the municipality, regional municipality, the public or separate school board or any other authority having jurisdiction, or (b) any of the aforesaid authorities impose a new or any other levy, development charge or education development charge, impost charge, fee or assessment (collectively referred to as the "New Levy") under the *Development Charges Act*, the *Education Act*, or any other legislation of a similar nature after the date of execution of this Agreement then, the Purchaser shall pay the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Unit Transfer Date plus any goods and services tax exigible thereon. If the increase to the Existing Levy or the amount of the New Levy is assessed against, charged or imposed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) above.

The parties acknowledge and agree that the Purchase Price is exclusive of the Federal Goods and Services Tax (the "G.S.T.") exigible against the herein transaction pursuant to the *Excise Tax Act*. The Government of Ontario has announced its intention to harmonize the Ontario Retail Sales Tax with the G.S.T. (the "HST") to take effect from July 1, 2010. The GST and the HST, if applicable, shall be in addition to and not included in the Purchase Price. The Purchaser shall deliver to the Vendor on the Unit Transfer Date a certified cheque in the amount of the G.S.T. and H.S.T. payable by it in connection with this transaction. The Purchaser agrees that he shall be liable and shall pay HST on all closing adjustments that are subject to HST at the time of closing.

If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and any applicable taxes shall be paid on the closing date by the Purchaser.

In the event that the Vendor, as a pre-requisite to the procurement and provision of any utility service to the Condominium is required to pay or provide any public utility authority or service supplier with cash security or a letter of credit (hereinafter the "Utility Security Deposit"), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Deposit from the Purchaser, by charging the Purchaser in the Statement of Adjustments with that portion of the Utility Security Deposit, which proportion is calculated by multiplying the Utility Security Deposit by the common interest percentage allocation referable to the Unit, as set forth in the declaration.

15. MANAGEMENT OF THE PROPERTY

The Vendor or a management company to be named by the Vendor shall manage the Condominium. The Vendor or the management company shall enter into a management agreement with the Condominium Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly common expense charge.

16. CONDOMINIUM DOCUMENTS - DISCLOSURE STATEMENT

The Purchaser acknowledges receipt of the Disclosure Statement which has been delivered by the Vendor to the Purchaser in accordance with the provisions of the Act and the regulations passed thereunder.

17. MODIFICATION OF CONDOMINIUM DOCUMENTS

The Vendor shall have the right from time to time prior to the Unit Transfer Date or any extension thereof to modify the proposed Condominium Documents, being comprised of the disclosure statement with the accompanying declaration, by-laws and rules, and/or to provide such additional material and information, to comply with the requirements of the Act, as may be amended from time to time, the Ministry of Consumer and Business Services or any other ministry, the Office of Land Titles, the City of Toronto, or other authorities, agencies or commissions having jurisdiction.

The Purchaser also acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser. In the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement to be exercised by the Purchaser within ten (10) days of the Purchaser receiving notice of such material change, and the Purchaser may not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

18. AGREEMENT CONDITIONAL

This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the Planning Act of Ontario, and amendments thereto.

19. AGREEMENT NOT TO BE REGISTERED

The Purchaser acknowledges this Agreement confers a personal right only and not any interest in the Unit or property and that the registration against title of any notice or caution or other reference to this Agreement or his or her interest is likely to cause inconvenience and prejudice to the Vendor and other unit purchasers, for example, by impeding financing and the registration of the Condominium. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all Vendor's costs and expense in obtaining it including, but not limited to, fees of its solicitors on a solicitor and client basis together with any G.S.T. thereon. Additionally, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

20. PURCHASER SELLING OR ASSIGNING

The Purchaser covenants not to offer, list or advertise for sale, lease, transfer or assignment, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit) until after the Unit Transfer Date and the Vendor having received payment of all of the purchase price, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. As a condition of giving its consent the assignee/transferee will be required to execute and deliver to the Vendor the Vendor's standard form of assumption agreement and to pay to the Vendor on the date of execution and delivery of the assumption agreement the Vendor's administration and processing fee (which shall be determined by the Vendor in its sole and unfettered discretion) plus G.S.T, together with any other applicable fees, including the Vendor's solicitor's fees. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein and in no event shall the Purchaser list or cause to be listed the Unit for sale, lease or otherwise on a listing service system including, without limitation, the Multiple Listing Service ("MLS"). The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

21. TENDER

Subject to the provisions of sub-paragraph 42(c)(d), below, any tender of documents or money may be made upon the parties hereto or upon their respective solicitors, and in the absence of any other mutually acceptable arrangement confirmed in writing by (or on behalf of) both parties, tender by the Vendor will be deemed to be good and valid if the Vendor (or his solicitor) attends at the Land Registry Office during hours that such office is open to the public and in which the title to the Unit is registered on the Occupancy Date and/or the Unit Transfer Date (as the case may be) ready, willing and able to complete this transaction. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Unit Transfer Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with paragraph 11 hereof in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered by way of a bank draft or certified cheque drawn on a Canadian Chartered bank, trust company or Province of Ontario Savings Office. The Purchaser further acknowledges and agrees that the key(s) to the Unit may be released to him directly from the sale office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents from each party hereto to the other, and the Vendor shall not be required to provide any key(s) as part of any tender made by it.




22. DEFAULT BY THE PURCHASER

It shall be deemed to be a default of the Purchaser under this Agreement if the Purchaser registers any instrument against title to the Unit other than the transfer to be delivered by the Vendor, or if any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser is charged against or affects the Unit.

If any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for FIVE (5) days after written notice thereof is given to the Purchaser or his solicitor, then the Vendor may retain all monies paid without prejudice to any other rights of the Vendor and the Vendor may thereupon cancel this Agreement. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. Any monies owing to the Vendor (a) pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof; or (b) as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement, shall bear interest at the rate of twenty-four (24%) percent per annum, calculated daily, not in advance, from the date of default with respect to any monetary default and from the date of written demand with respect to the aforesaid expenses.

In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or other relationship as a defence to such liability.

In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with the Act and this Agreement, the Purchaser acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect and the Purchaser further acknowledges that this provision may be pleaded by the Vendor as a complete defence to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.

23. EXTENSION AND TERMINATION

- (a) If the Vendor cannot give possession of the Unit to the Purchaser by the Occupancy Date as described in paragraph 2(a) of this Agreement because additional time is required to render it or the requisite portion of the common areas of the Condominium building, in which the Unit is located, sufficiently complete to permit occupancy as required or contemplated in paragraph 4 hereof, then the Vendor shall be entitled to extend the Occupancy Date, one or more times as the Vendor may require, by notice in writing given as soon as reasonably possible prior to the Occupancy Date (or extended Occupancy Date, as the case may be), provided however that all extensions of the Occupancy Date shall not exceed 24 months in the aggregate. If the requisite portion of the common areas of Condominium building, in which the Unit is located, are not completed to permit occupancy thereof within 24 months of the originally scheduled Occupancy Date, then unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and all deposits thereupon be returned to the Purchaser, without deduction and without interest, unless otherwise provided for by the Act, in which event the Vendor shall be entitled to deduct from such interest payable to the Purchaser pursuant to the Act a reasonable administrative fee, determined solely by the Vendor, not to exceed the interest payable pursuant to the Act.
- (b) If, notwithstanding all reasonable steps taken by the Vendor, the Condominium is not registered within 24 months after the Occupancy Date (as extended), then, unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and the Vendor, based upon this provision, may seek to enforce such termination by court order, in the manner provided by the Act. If this Agreement is so terminated, all deposits shall thereupon be returned to the Purchaser, without deduction and with all interest accrued thereon at the rate prescribed by the Act.
- (c) Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor. In the event that this Agreement is so terminated in accordance of 23(a) or 23(b) above, then the Purchaser's sole remedy and recourse against the Vendor shall be for the recovery of its deposits paid to date, less the aforementioned administration fee and, without limitation, the Purchaser covenants and agrees not to claim against the Vendor for any costs or damages.

24. AGREEMENT NOT TO MERGE WITH TRANSFER

All of the covenants, warranties and obligations contained in this Agreement to be performed by the Purchaser shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Unit to the Purchaser. It is provided that in the event of a breach of any covenant, warranty or obligation contained in this Agreement to be performed by the Purchaser, the Vendor shall be entitled, at its option, to declare this Agreement null and void and to retain all amounts paid by the Purchaser without prejudice to any other rights of the Vendor arising from that breach.

25. WAIVER

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived.

The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement and/or has distributed the Disclosure Statement as a trustee or agent for an undisclosed beneficiary or principal, whether or not so stated herein, that there shall be no liability on such undisclosed beneficiary or principal and that the only recourse or remedy that the Purchaser shall have on default by the Vendor herein and/or in respect of the Disclosure Statement is against the Vendor and the property that is the subject of this Agreement, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law or equity.

26. SUBORDINATION OF AGREEMENT

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the property or lands and also to the registration of all condominium documents. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents as may be reasonably required by the Vendor from time to time to give effect to this undertaking and in this regard the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for the purpose of signing all documents and doing all things necessary to implement this provision.

27. ACCEPTANCE

This Offer by the Purchaser when accepted by the Vendor shall constitute a binding agreement of purchase and sale without requiring notice of such acceptance to be delivered to the Purchaser prior to such time.

28. TIME OF ESSENCE

Time shall in all respects be strictly of the essence of this Agreement and no extension of time for any payment by the Purchaser or rectification of any breach of any agreement, stipulations, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor or the Purchaser, as the case may be.

29. PREPARATION AND COST OF REGISTERING DOCUMENTS

The Transfer is to be prepared by the Vendor on the Vendor's standard form. In the event that the Purchaser requests more than one transfer for the Unit, the Purchaser shall pay to the Vendor deed fees in the amount of \$200.00 plus G.S.T. for each additional transfer. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$100.00 plus G.S.T. in total, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

30. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, or beyond the powers or capacity of the parties hereto, then provided such provision is not, in the Vendor's sole opinion, essential or fundamental to the completion of this transaction, such provision shall be deemed and construed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

31. NOTICE

- (a) Any notice, document or information desired or required to be given or provided to the Purchaser shall be in writing or in electronic form, and either delivered personally or by ordinary mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided in this Agreement, or telefaxed to the Purchaser's solicitor, or electronically mailed to either the Purchaser or to the Purchaser's solicitor at the electronic mail address(es) provided to the Vendor in accordance with this Agreement or made available for access or download on a website, the address for which (and any applicable login ID, password, etc. required to access same) the Purchaser or his solicitor has been given notice of. If such notice, etc. is mailed, it shall be deemed to have been received by the Purchaser on the third (3rd) Business Day (any day excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the date of transmission if a Business Day or on the next following Business Day, and if electronically mailed, same shall be deemed to have been received on the date of electronic mailing if a Business Day or on the next following Business Day, and if made available on a website on the date of same being made available if a Business Day or on the next following Business Day
- (b) Any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the third (3rd) Business Day following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax. Any document or information required by the Vendor to be provided electronically by the Purchaser in the manner prescribed by the Vendor shall be deemed provided on the day thereof if sent before 2:00pm on a Business Day or on the next following Business Day.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the designated place in this Agreement, and forthwith upon request by the Vendor: (i) the Purchaser's electronic mail address; and/or (ii) the Purchaser's solicitor's electronic mail address.

Provided that during periods of postal interruption or impending postal interruption, notice may not be sent by mail and must be sent by personal delivery, telefax or electronic mail in accordance with sub-paragraphs 31(a) and 31(b) above.

32. CONDITIONS

- (a) The completion of this Agreement is conditional upon satisfaction of the following requirements on or before December 1, 2009 (the "Condition Date") which Condition Date may be extended by the Vendor for three successive periods of three months each, failing which this Agreement shall be terminated and the Purchaser shall be entitled to the return of its deposits without deduction upon the execution and delivery to the Vendor of a mutual release and termination agreement on the Vendor's form:
- (a) The Vendor obtaining minor variances, or zoning amendments as may be necessary to permit the construction of the Unit and the proposed building, obtaining site plan approval, the execution of a site plan agreement(s), subdivision agreement(s) or a development agreement(s), or an encroachment agreement(s) if required, between the Vendor and the relevant municipal corporation allowing for the development of the Condominium and all other buildings, structures and improvements contemplated for the entire site, of which the Condominium is a part, and approval by the relevant municipal corporation of the plans and drawings required to permit the construction of the building of which the Unit forms a part, pursuant to the provisions of the aforementioned agreements and/or the Planning Act, Ontario, and without the said approval being subject to any conditions which are, in the Vendor's sole, exclusive, subjective and unreviewable discretion unduly onerous or unacceptable for any reason including without limitation, the availability and issuance of a building permit for the construction of the Condominium; and

- (b) the Vendor being satisfied in its sole and absolute discretion with the economic feasibility and viability of this sale of the Unit to the Purchaser and of constructing and marketing for sale the Condominium in which the Unit is situate.
- (b) The Vendor and Purchaser agree that the Vendor may at its sole and unfettered discretion, extend the Condition Date as provided in subparagraph 32(a). The Purchaser acknowledges that the Condition Date shall be deemed extended for the periods set forth in subparagraph 32(a) in the event that the Vendor does not give notice to the contrary to the Purchaser or his solicitor on or before the Condition Date as may be extended.
- (c) The Purchaser acknowledges that the conditions set forth in this paragraph 32 are for the sole benefit of the Vendor and may be waived by the Vendor at its sole option at any time or times in whole or in part. In the event that the Conditional Date and the extension period of three successive periods of three months each have passed and the Vendor has not given notice to the Purchaser or his solicitor that the conditions set forth in subparagraph 32(a) have not been satisfied and that the Agreement is terminated then the conditions set forth in this paragraph 32 shall be deemed satisfied and waived by the Vendor. The Vendor shall not be required to provide the Purchaser with particulars as to why any one or more of the aforementioned requirements have not been satisfied on or before the Condition Date (as may be extended) in the event that the Vendor terminates this Agreement.

33. NOTICES

- (a) The Purchaser agrees that the relevant governing authorities may require the Vendor to provide the Purchaser with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, garbage and school pick-up. The Purchaser agrees to provide the Vendor upon demand with written confirmation of receipt of such notices in the form and when required by the Vendor, either before or after the Unit Transfer Date and such written confirmation shall constitute full compliance with the Vendor's obligation to provide such notice(s) as and when required by the relevant governing authorities. Without limiting the generality of the foregoing, to the extent that any notices are provided to the Purchaser by the Vendor after the Agreement has been made, such notice shall be deemed to have been included in this Agreement at the time that this Agreement has been made.
- (b) The Vendor hereby advises the Purchaser that noise transmission between units due to floor finishings, sound systems and other matters and the use of the garbage disposal chutes and elevators may cause annoyance to the owners and tenants, as the case may be. The Purchaser acknowledges that he is aware that the noise transmission may cause annoyance to occupants and hereby waives and releases any claims that the Purchaser may have against the Vendor for such annoyance or nuisance or otherwise.
- (c) Purchasers are advised that any noise or vibration attenuation measures or features are not to be tampered with or altered and that the owner(s) of the property in question from time to time shall have the sole responsibility for and shall maintain those measures.
- (d) Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building units, noise levels may continue to be of concern, occasionally interfering with some activities of the building occupants, the Purchaser acknowledging that it has familiarized itself with the existing and permitted land uses in the area of the Condominium and all facets of which are or may be considered a nuisance. The Purchaser acknowledges that the nature of new building construction is such that some discomfort may result from the Vendor's operations relating to the construction of the Condominium and accordingly, the Purchaser agrees that it shall not object to or interfere with the Vendor's construction operations.
- (e) The Purchaser acknowledges receipt of notice from the Vendor that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may apply for re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments with respect to the lands on which the Condominium is to be constructed and/or the lands adjacent to or near the Condominium and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments. The Purchaser further acknowledges that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may make any such application without any further notice to the Purchaser or the Purchaser's successors and assigns. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Unit and to assign the benefit of such covenant to the Vendor. The Vendor shall have the right to remove any objection(s) made by the Purchaser, the Purchaser's successors and assigns, with respect to any such application and the Purchaser shall reimburse the Vendor for all legal fees, expenses and costs that it incurs as a result of such objection(s).
- (f) The Purchaser covenants and agrees that he will not object to nor oppose any amendment to or change in the zoning and/or site plan requirements, or oppose any other applications by the Vendor (or any other corporation or entity associated, related or affiliated with the Declarant) to any board, tribunal or municipal or provincial body relating to or affecting the development of this Condominium, or other lands of the Vendor (or such other entity) in the vicinity of the Condominium. The Purchaser acknowledges that a covenant, restriction and/or notice to this effect may be registered on title to the Unit or the property of the Condominium on closing.
- (g) The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's name, corporate name and "personal information" (as such term is defined in the *Personal Information Protection and Electronic Documents Act 2000*, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents to the Vendor using, releasing, disclosing and/or retaining on file the Purchaser's name, corporate name and personal information to: (A) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities; (B) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit; (C) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (D) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes.
- (h) The Purchaser acknowledges that because of the construction of the Condominium there will be a certain amount of noise inherent in this construction, there will be dust and other debris which may accumulate and the Purchaser agrees

that it will not interfere with construction of the Condominium by the Vendor's trades, as they carry on their work, either with respect to the Condominium or the Unit.

- (i) Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the Unit occupants as the sound levels exceed the Ministry of the Environment's noise criteria. In order to maintain a suitable indoor noise environment, occupants may wish to keep exterior windows closed.
- (j) The Purchaser acknowledges that this Agreement is conditional, upon the Vendor being satisfied in its sole, absolute and subjective discretion, with the terms, conditions and every aspect of this Agreement. The Vendor shall have fifteen (15) days from the date of acceptance of this Agreement by the Vendor as set out on page 1 hereof to provide written notice to the Purchaser to the address set out on page 1 hereof to terminate this Agreement for any reason whatsoever failing which the Vendor shall be deemed to have waived this condition and this Agreement shall be firm and binding. In the event that this Agreement is terminated in accordance with the foregoing, the Purchaser shall be entitled to the return of all deposit cheques delivered to the Vendor that have not been negotiated, together with any deposits paid and any applicable interest thereon in accordance with the Act. The Purchaser acknowledges and agrees that in respect of the Purchaser's initial deposit cheque, statutory interest shall accrue at the prescribed rate from the next banking day following the expiry of the Purchaser's statutory ten (10) day rescission period. The Purchaser acknowledges that this condition is included for the sole benefit of the Vendor and may be waived by the Vendor at its sole option, at any time.
- (k) Purchasers/tenants are advised that despite the inclusion of noise control features within this development area and within the building units, noise levels from increasing road traffic on nearby public highways may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise level exceeds the Ministry of the Environment and Energy noise criteria.
- (l) Purchasers/tenants are advised that due to the proximity of this development to nearby residential facilities, sound levels from the facilities and construction thereof may at times be audible.
- (m) The Purchasers/tenants are advised that his/her unit may be subject to noise, odour, traffic and such other problems, from the commercial units located in the Condominium. The Purchaser/tenant does hereby acknowledge that they he/she is aware of this matter at the time of purchasing the Unit and confirms that he/she does not have, nor will they have any objection, whatsoever. The Purchaser/tenant of the Unit is advised that noise and odour levels from the commercial units located in the Condominium, may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise and odour exposure levels may exceed the criteria established by the relevant governing authorities.
- (n) The Purchaser/tenant hereby unconditionally acknowledges that he/she is aware of the above matters and warning clauses and the notices set out in this Agreement and confirms that he/she does not object, in any manner whatsoever, to any of these matters and warning clauses nor to any of the notices set out in this Agreement nor will he/she be entitled to raise any objections with respect to the above matters and warning clauses or notices set out in this Agreement at a future date.
- (o) The Purchaser acknowledges and agrees that the notices and warning clauses set out in this Agreement and any additional notices and warning clauses as referred to in section 33(a) above may be registered on title to the Unit and may be included in the Declaration when registered, at the sole and absolute discretion of the Vendor.

34. GENDER AND NUMBER

This Offer and its acceptance are to be read with all changes of gender and number as may be required by the context.

35. SUCCESSORS AND ASSIGNS

Except as expressly herein provided, the parties hereto further agree that the covenants, agreements, provisos and conditions in this Agreement contained shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

36. POWER OF ATTORNEY

- (a) In accordance with the provisions of the *Substitute Decisions Act, 1992*, S.O. 1992, Chapter 30 and the *Powers of Attorney Act R.S.O. 1990*, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers, etc. may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.
- (b) If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person shall be registered in the Land Titles Office for the Condominium, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to his or her attorney).

37. HEADINGS

The headings to the clauses of this Agreement form no part of the agreement but shall be deemed to be inserted for convenience of reference only.

38. MEANING OF WORDS

Words or terms defined in the Act and the regulations made thereunder, as amended and used in this Agreement shall have the meanings ascribed to them in the Act unless the context herein otherwise requires. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which of the conflicting term(s) prevail(s), except that in the event that there is a conflict between any provision of this Agreement and the Act, and the Act provides that the provision in the Act prevails, then the provision of the Act shall prevail.

39. ENTIRE AGREEMENT

There is no oral and/or written representation, warranty, collateral Agreement or condition affecting this Agreement or the Unit, or supported hereby, except as set forth herein in writing. Without limiting the generality of the foregoing, the Purchaser

acknowledges that; there has been no representation regarding site lines and view from the Purchaser's commercial unit; the Vendor shall not be responsible for any misrepresentation made by any sales person, representative or agent (and that any sales person, representative or agent shall be deemed to be the agent of the Purchaser); and the Purchaser has familiarized itself with the costs associated with the ownership and operation of the Unit by making appropriate inquiries to municipal authorities, its financial advisors and to applicable utility and service providers.

40. APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY

This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario. If more than one individual, partnership and/or company comprises the Purchaser, then all of the covenants, obligations and agreements of the Purchaser herein shall be deemed and construed to be the joint and several covenants, obligations and agreements of all the individuals, partnerships and companies comprising the Purchaser.

41. DEPOSIT RECEIPT

The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, without liability or claim, in the Purchaser's name, place and stead, in order to execute any documentation related to any Condominium Deposit Insurance (and related documents) issued by any other insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act and in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time. The Purchaser hereby confirms and agrees that the power of attorney granted herein may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

42. ELECTRONIC DOCUMENTATION

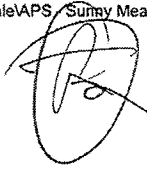
- (a) The Purchaser acknowledges that the Vendor may require all or any portion of the transaction contemplated in this Agreement be completed "electronically" as contemplated in the Electronic Commerce Act, 2000, S.O. 2000, c. 17, as amended and any similar/successor legislation (the "EC Act"). The Purchaser consents and agrees to use, provide and/or accept information and documentation in electronic form, all as and when and the manner prescribed by the Vendor in its sole and unfettered discretion, including, without limitation, accepting and providing electronic signatures, delivery by electronic mail, by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website and/or by the Purchaser providing to the Vendor or its solicitor information and documentation in electronic form. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.
- (b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmission of funds.
- (c) If electronic registration of documentation at the applicable Land Registry Office is in effect on the Unit Transfer Date and if the Vendor requires that the transaction be completed electronically, the following provisions shall prevail:
- (a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada (LSUC) to represent the Purchaser for the closing. The Purchaser will authorize its solicitor to enter into a Document Registration Agreement on the Vendor's solicitor's standard form (the "Escrow Agreement"). The Escrow Agreement shall be consistent with the requirements of the LSUC.
- (b) The Purchaser acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement. In the event this transaction is completed electronically, the Purchaser shall pay to the Vendor on the Unit Transfer Date, by way of an adjustment, the cost incurred by the Vendor in respect of such electronic completion, being \$150.00 plus G.S.T.
- (c) If the closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor or at the appropriate Land Registry Office, as directed by the Vendor's solicitor and at such time as directed by the Vendor's solicitor in order to complete this transaction.
- (d) Tender shall be validly made by the Vendor when the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors and same shall be satisfactory evidence that the Vendor is ready willing and able to complete the sale transaction and the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser.

43. RESTRICTIONS

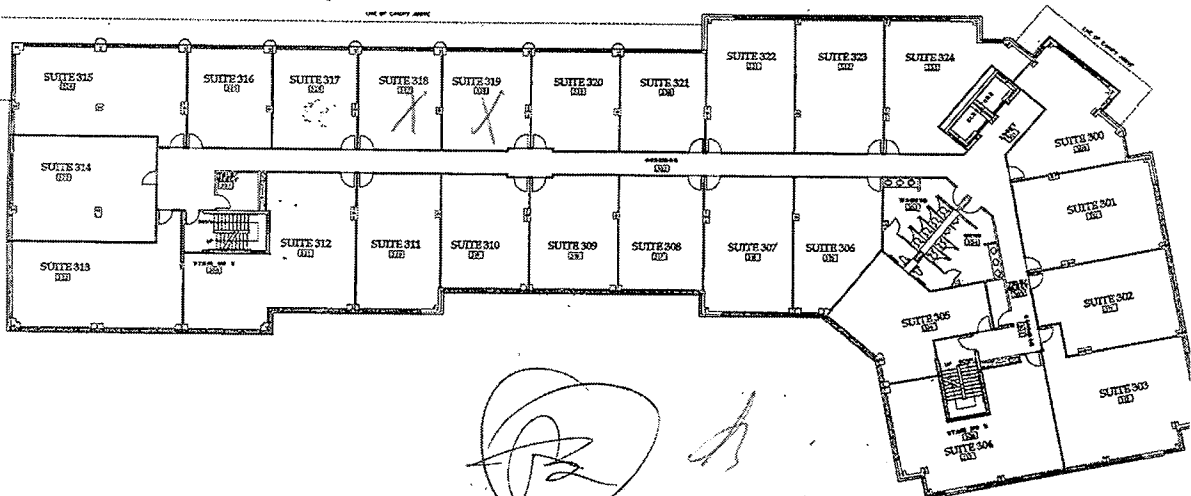
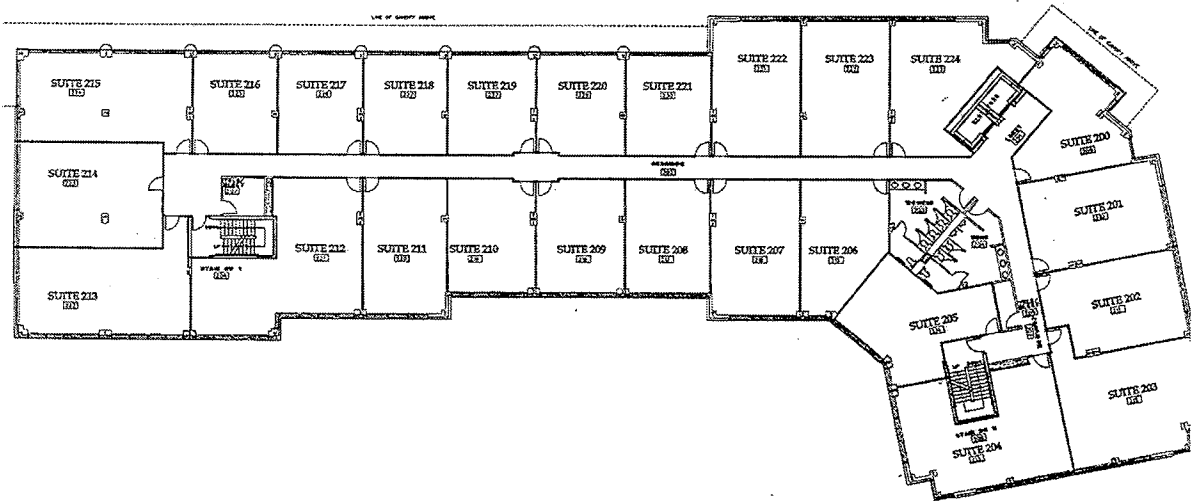
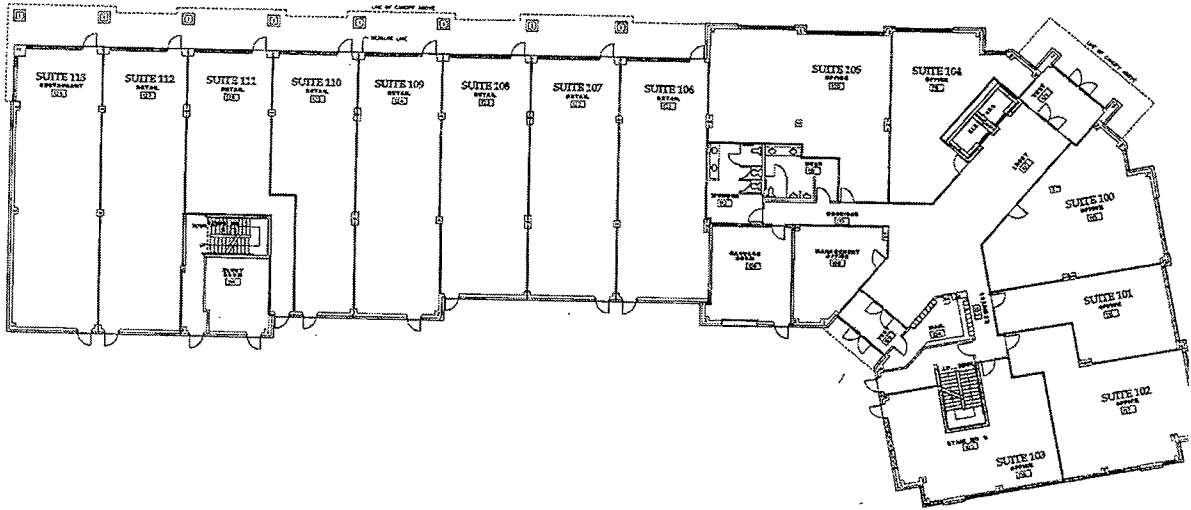
- (a) It is the Vendor's intention that the activities carried out within the Condominium shall be restricted so that the following activities shall not be carried out within more than one commercial unit at any given time: (for the purposes of this subsection, "one commercial unit" shall include two or more adjacent commercial units on the same Condominium level which are owned by the same registered owner and where the demising wall between such commercial units has been removed or altered so as to create one commercial area)
- (a) the operation of a retail pharmacy and pharmaceutical dispensary;
- (b) the operation of x-ray imaging equipment;
- (c) the operation of magnetic resonance imaging (MRI) equipment;
- (d) the operation of computed tomography (CT) equipment;
- (e) the operation of ultrasound imaging equipment;
- (f) the operation of a medical diagnostic laboratory;
- (g) the offering of physiotherapy and/or physical rehabilitation services to the public;
- (h) the offering of massage therapy services to the public;
- (i) the offering of podiatrist/chiropracist services to the public;

- (j) the offering of legal services to the public by licensees of the Law Society of Upper Canada; and
 - (k) the offering of dental services to the public by dental professionals licenced by the Royal College of Dental Surgeons or by dental hygienists.
- (b) The nature, scope and extent of the above restrictions, including without limitation, the length of time that such restrictions shall apply to the Condominium's units, may be determined, amended and altered by the Vendor from time to time, without notice to purchasers, and such amendments shall not be construed as material changes to this Disclosure Statement. These restrictions may, in the Vendor's sole and unfettered discretion, be incorporated into the Declaration or the by-laws of the Condominium and/or may be registered on title to the units as restrictive covenants. Purchasers, occupants and owners of units shall, upon the request of the Vendor, forthwith and without delay execute all documents requested by the Vendor to give effect to such restrictions. The Vendor makes no covenant, representation or warranty to purchasers, owners or occupants of units that the above restrictions are validly enforceable or that the Vendor will take any steps to enforce same. The Vendor shall not be liable to purchasers for damages of any kind arising from the Vendor's failure or refusal to enforce any of the restrictions and/or if any of the restrictions are found by a court of competent jurisdiction to be void or unenforceable.

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SCHEDULE "A"
SKETCH OF UNIT



SCHEDULE "B"
VENDOR'S FINISHES

WALLS

- Inside the unit will be Gypsum board finished and taped ready to be primed.
- No Floor finishes and no ceiling
- Sound insulated double drywall partition walls for sound and fire barriers

DOORS

- One, 7 foot aluminum, individually keyed entry door for pedestrian access.
- Color matched architectural door closures.

ELECTRICAL

- Each Unit individually metered for electricity usage.
- Sound insulated double drywall partition walls for sound and fire barriers

HEATING / VENTILATION

- Each Unit will have pump heating and cooling

PLUMBING

- Each unit will have rough-ins for a toilet
- Retail units Suite 106 to 113 will have rough-in for a two piece washroom
- Wet columns for additional plumbing hooks-ups.

SPRINKLERS

- Sprinklers as per drawings

The Purchaser acknowledges and agrees that it is purchasing the Unit in an unfinished state, save as set out above.

Please Note: Materials and specifications are subject to change without notice. E. & O. E.

Purchaser _____


Purchaser _____



Vendor _____

SCHEDULE "C"

This Agreement is conditional until that date (the "FA Condition Date") that is thirty (30) days following the date of execution of this Agreement by the Vendor and the Purchaser upon the Vendor being satisfied in its absolute and uncontrolled discretion with the financial ability of the Purchaser to complete this transaction. Immediately following such execution of this Agreement, the Purchaser shall deliver to the Vendor such statements and information as the Vendor may require to satisfy itself with respect to the aforementioned including, without limiting the generality of the foregoing, mortgage commitment letters, bank references, audited financial statements and/or confirmations and confirmation of the Purchaser's income. In this regard, the Purchaser acknowledges and agrees that: (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (b) such information may remain on file by the Vendor for future references. If the Vendor is not satisfied with the Purchaser's financial ability to complete this transaction, then the Vendor may require the Purchaser to cause such covenantor(s) and/or guarantor(s) satisfactory to the Vendor to execute on or before the FA Condition Date an agreement prepared by the Vendor wherein such person(s) guarantees and/or agrees to perform the Purchaser's obligations described in this Agreement. Failing the Purchaser satisfying the Vendor of his financial ability as aforesaid or providing the aforesaid agreement by the covenantor(s) and/or guarantor(s), the Vendor at its option shall be entitled to terminate this Agreement by giving written notice to the Purchaser on or before the FA Condition Date or such further period thereafter as the Vendor may require whereupon the Vendor shall return the deposit(s) paid by the Purchaser to the Vendor without interest (notwithstanding anything to the contrary in this Agreement) and without deduction. Where the Purchaser is entitled to a refund of his deposits being held by the Escrow Agent, such deposits shall not be released to the Purchaser until a mutual release and termination agreement drawn on the Vendor's form has been duly executed by the Vendor, the Purchaser and the Escrow Agent. The Purchaser covenants and agrees with the Vendor to execute and deliver to the Vendor forthwith such mutual release and termination agreement

DEPOSITS

Any deposit monies paid by the Purchaser to the Vendor must be made by cheque payable to SIKDER PROFESSIONAL CORPORATION, In Trust (the "Escrow Agent") who shall hold such funds in trust on the express understanding and agreement that when prescribed security for said deposit monies has been provided in accordance with subsection 81(7) of the Condominium Act, 1998, and subsections 22(1) of Ontario Regulation 48/01 thereunder, the Escrow Agent will be entitled to release and disburse said funds to the Vendor (or whomever and in whatsoever manner the Vendor may direct).

The image shows two handwritten signatures. The signature on the left is enclosed in a hand-drawn circle and appears to be a stylized monogram or initials. The signature on the right is a more fluid, cursive signature.

SCHEDULE "D"
SUNNY MEADOWS MEDICAL CENTRE

THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE FOLLOWING DOCUMENTS:

1. copy of the Agreement of Purchase and Sale and all schedules attached/referenced therein (to which this Acknowledgement is attached as a Schedule) executed by the Vendor and the Purchaser;
2. copy of the Current Disclosure Statement including the Budget Statement in accordance with the requirements of Section 72 of the Condominium Act, 1998;
3. proposed Declaration;
4. proposed By-Law(s) governing the Corporation;
5. proposed Rules and Regulations;
6. proposed Management Agreement;
7. Plan showing the overall site of the Condominium.

DATED at Scarborough this 15th day of Feb., 2010

Witness

Purchaser

Witness

Purchaser

SCHEDULE "E"
UNIT AREA SCHEDULE

The purchase price set forth on Page 1 of this Agreement is calculated by multiplying the sum of \$ _____ per square foot by the Unit's Gross Floor Area, being _____ square feet.

The Unit's Gross Floor Area, as described at the top of this Schedule is approximate only. In the event the Unit's actual Gross Floor Area, as constructed and registered as a Condominium unit shall differ from the area described at the top of this Schedule (as determined by an area certificate from the Vendor's architect or surveyor, such certificate to be binding on the parties hereto and to be supplied by the Vendor to the Purchaser prior to the Unit Transfer Date), the purchase price shall be adjustment in accordance with the subsequent paragraph.

If the differential between the Unit's actual Gross Floor Area, as constructed, and the Gross Floor Area described at the top of this Schedule is:

- (a) less than 5%, there shall be no adjustment to the purchase price;
- (b) greater than 5%, there shall be an upwards or downwards adjustment to the purchase price, as appropriate, in accordance with the amount of the differential that is greater than 5%. For example, if the Unit's actual Gross Floor Area, as constructed, is 7% greater than that area described at the top of this Schedule, the purchase price shall be increased by 2%. As a further example, if the Unit's actual Gross Floor Area, as constructed, is 11% less than that area described at the top of this Schedule, the purchase price shall be decreased by 6%.

The Unit's Gross Floor Area, as actually constructed and as certified by the Vendor's surveyor or architect, shall be comprised of the following: (i) the actual area of the Unit as bounded by the exterior surface of the Unit's exterior walls and the centerline of the demising walls and common area walls, all without deduction for shaft(s), chase(s), column(s) and projection(s) and (ii) a proportion of the square footage attributable to any interior common area of the Condominium which benefits or is accessible by the Unit's occupant.

Purchaser

Vendor

SCHEDULE "F"

**FOLLOWING WILL TAKE PRECEDENCE OVER THE ITEMS MENTIONED
IN THE SALES & PURCHASE DOCUMENT INCLUDING ATTACHMENTS
THERE TO.**

This refers to the meeting Mr. Gurcharan Singh, Broker, Homelife Miracle Realty (Buyer Broker, on behalf of reservation agreements signed by his clients) had with Mr. Jagdev Dhaliwal (representing D.S.C. Development, 2012241 Ontario Limited as a developers' representative) on July 18th, 2009. This has also in reference to a letter (July 2, 2009) written by Lakhwinder Gill, solicitor for Mr. [REDACTED] one of the proposed buyer of the above condo units.

Following point were discussed and confirmed regarding new units being developed at 50 Sunnymeadow, Brampton, Ontario by D.S.C. Development.

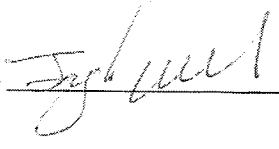
1. **Units Size:** Mr. Jagdev Dhaliwal confirmed that the indicated abnormal increases in the area of the proposed units are only anticipated size including common area projections. Actual size and common area sizes will be determined based upon surveyor & Architect's certificate obtained after the construction is over.
2. **Unit Size adjustment:** Schedule "E" para (a) and (b) will stand corrected as the unit size and common area will be determined based upon surveyor's certificate and the proposed 5% ± adjustment to actual floor area will not be followed as indicated in the agreement of Purchase & Sale.
3. **Parking:** Mr. Dhaliwal confirmed that builder has absolutely no intention to charge car parking either to condominium owners or patients on proposed medical centers' premises. Developer is still committed to free parking to condo owners and patients/customers/suppliers/visitors to the proposed offices as agreed in the reservation agreement.
4. **Management of the property:** Mr. Dhaliwal confirmed that developer is not interested to manage the condominium. Elected Condominium Corporation will decide about the management of the property.
5. **Taxes:** Developer will collect municipal taxes at actual against the tax bills received from the city for the time between occupancy and the closing.
6. **Services:** Developer will provide conduit Hydro, ^{FR}Gas, Phone, TV Cable, and Internet services will be available in each unit. Water and other municipal connections will also be made available inside each unit.
7. **Closing:** As per agreement.

Handwritten signature and initials, possibly "FR" and "JG", in black ink.

8. **Deposits:** Developer will pay interest on all deposits at market rate and credit all deposits plus interest to the purchaser on completion of purchasing of the unit.
9. **Assignment:** Mr Jagdev Dhaliwal personally guarantees that in case of any assignment required for agreement of Purchase and Sales, he will have no problem in accepting the assignment.
10. **Renting/Leasing:** Owner can advertise the unit for lease anytime after initial execution of the Purchase and Sale agreement without any restrictions from the Developer and can start building the unit immediately from inside after getting units' possession.
11. **Termination of Purchase and Sales Agreement:** If due to any reason other than purchaser's fault of non payments, vendor terminates the Purchase & Sales agreement, the vendor will return all deposit monies to Purchaser with interest.

Purchaser 

Purchaser _____

Vendor  _____

TAB 34

**AGREEMENT OF PURCHASE AND SALE
SUNNY MEADOWS MEDICAL CENTRE**

UNIT 320/321 LEVEL 3, as shown on the sketch attached hereto as Schedule "A", Peel Region Standard Condominium Plan No. _____ proposed to be municipally known as 50 Sunny Meadow Boulevard, Brampton, Ontario.

_____ (the "Purchaser") agrees to and with 2012241 ONTARIO LIMITED (the "Vendor"), to purchase the above-described condominium unit(s) and its (their) appurtenant common interest as specified in the Declaration (such as the by-laws and declaration and other documents) relating to the above-described unit(s) and its (their) appurtenant common interest in the above-described commercial building.

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OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

The Toronto-Dominion Bank
321 TROQUOIS SHORE RD.
OAKVILLE, ON L6H 1M3

Pay to the Order of: **SIKDER PROFESSIONAL CORPORATION IN TRUST**

Canadian Dollars **55,590.00**

Authorized Officer: _____
Number: **M2531**

Transit-Serial No. **3138-51234773**

DATE: **2010-05-27**

TD
Authorized Officer required for amounts over CAD \$5,000.00

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PARAGRAPHS 1 TO _____ INCLUSIVE AND THE FOLLOWING SCHEDULES, IF ATTACHED, FORM PART OF THIS AGREEMENT:

- SCHEDULE "A" - SKETCH OF UNIT
- SCHEDULE "B" - VENDOR'S FINISHES
- SCHEDULE "C" - FINANCIAL ABILITY/DEPOSITS
- SCHEDULE "D" - ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE MATERIALS
- SCHEDULE "E" - UNIT AREA SCHEDULE
- SCHEDULE _____

THE PURCHASER ACKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE DISCLOSURE STATEMENT DELIVERED TO HIM BY THE VENDOR PURSUANT TO THE PROVISIONS OF THE ACT. ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS OR REPRESENTATIVES SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT.

Witness: _____
Purchaser: _____
Purchaser's Signature: _____
Date of Birth: _____
Social Insurance #: _____
Address: _____
Tel. # _____ Cell # _____
Fax. # _____ Email _____

Witness: _____
Purchaser: _____
Purchaser's Signature: _____
Date of Birth: _____
Social Insurance #: _____
Address: _____
Tel. # _____ Cell # _____
Fax. # _____ Email _____

SOLICITORS FOR THE PURCHASER:

The Vendor hereby accepts the above offer.

VENDOR'S SOLICITORS:
SIKDER PROFESSIONAL CORPORATION
1620 Albion Road, Suite 306 Toronto, Ontario M9V 4B4
Attn: Mr. Paltu Kumar Sikder, Solicitor
Telephone: (416) 740-2957 Fax: (416) 740-2642

2012241 Ontario Limited
Per: _____
I have authority to bind the Corporation.

3. DELAY

In the event that the completion of the transaction or the Unit or the common elements should be delayed by reason of strike, lockout, fire, lightning, flood, wind, water, earthquake or other casualty, tempest, riot, war, acts of God, unusual delay by common carrier, unavoidable casualty, non-installation or supply of services, obtaining building and other requisite permits, availability of tradesmen, and/or materials or by any other cause of any kind whether of the foregoing nature or beyond the control of the Vendor acting in a reasonable and prudent business manner, the Vendor shall be permitted such extensions of time as is reasonable under the circumstances and the time for occupancy shall be extended accordingly, and the Vendor shall not be liable to the Purchaser for any costs or damages, direct or indirect, or otherwise by reason of such delay. The Unit shall be deemed to be completed for the purposes of occupancy by the Occupancy Date or any extension thereof when the Vendor determines that the Condominium building is completed sufficient to permit occupancy of the requisite portion of the common areas thereof and the Purchaser agrees that he shall take occupancy of the Unit on the Occupancy Date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. In any event, the Purchaser acknowledges that failure to complete other units within the building in which the Purchaser's Unit is located, or the common elements on or before the Occupancy Date shall not be deemed to be a failure to complete the Unit. If the Vendor should be unable to complete the requisite portion of the common areas of the Condominium building, in which the Unit is located, for occupancy in accordance with this Agreement within the extensions of time herein provided for, the deposits shall be returned to the Purchaser without interest except as may be required by law and the Agreement shall be at an end, and the Vendor shall not be liable to the Purchaser for any costs or damages or otherwise. In such case, the Purchaser shall forthwith execute and complete such documents affecting the title as are necessary for the Vendor to effect a resale of the Unit to another purchaser. The completion of the requisite portion of the common areas of the Condominium building, in which the Unit is located, shall be conclusively established by the Vendor's architect.

The Vendor shall have the right and privilege upon at least thirty (30) days' prior written notice to the Purchaser, of accelerating the Occupancy Date for one or more periods of time not exceeding six months in total.

4. INTERIM OCCUPANCY

- (a) If the requisite portion of the common areas of the Condominium building, in which the Unit is located, are completed sufficient to permit occupancy thereof as determined by the Vendor by the Occupancy Date or any extension thereof then, the Purchaser shall, subject to any other provisions of this Agreement to the contrary, take possession of the Unit until the Unit Transfer Date, upon the terms set forth in Paragraph 5 below (which in such instances shall constitute the occupancy agreement), and/or shall execute at the Vendor's option its standard form of occupancy agreement (either occupancy agreement hereinafter called the "Occupancy Agreement"). In the event of a conflict between any term contained in the Vendor's standard form of occupancy agreement and any term contained in Paragraph 5 hereof, the provisions of the Vendor's standard form of occupancy agreement shall prevail.
- (b) On the Occupancy Date, the Purchaser shall deliver a clear and up-to-date execution certificate in respect of the Purchaser's name from the Land Titles Office or Sheriff's Office in which the Unit is situated, or provide the Vendor's solicitor with such other information and documentation as may be required in order to satisfy the Vendor's solicitor, in its sole discretion, that the Purchaser is not one and the same person as any particular execution debtor named in any particular execution on file in the said office.
- (c) The Purchaser shall pay an occupancy fee (the "Occupancy Fee") monthly, in advance, on the first day of each month, during the period between the Occupancy Date and the Unit Transfer Date, which Occupancy Fee shall be payable pro rata for periods of less than a whole month at the beginning or end of the occupancy period. The Occupancy Fee shall be equal to the maximum amount permitted in section 80(4) of the Act. The Purchaser shall provide any number of postdated cheques with respect to the Occupancy Fee as and when the Vendor may reasonably require same. **NOR PART OF THE OCCUPANCY FEE SHALL BE CREDITED TOWARDS THE PURCHASE PRICE ON CLOSING NOR SHALL ANY PART THEREOF BE RETURNED TO THE PURCHASER IN THE EVENT THAT ANY DEPOSIT MONIES ARE TO BE RETURNED TO THE PURCHASER BY REASON OF THE TERMINATION OF THIS AGREEMENT.** No adjustment shall be made for fluctuations in those items on which the maximum occupancy fee is based other than as required in the Act, save and except as provided for in the following sentences in this subsection. The Vendor reserves the right to charge taxes applicable only to the land to the Purchaser as part of the monthly Occupancy Fee and adjust on the Unit Transfer Date any interim bills paid by the Vendor prior to the Unit Transfer Date. The Purchaser in such event shall still be responsible for all supplementary tax bills resulting from the construction of the Condominium building from and after the confirmed Occupancy Date and all tax bills after Unit Transfer Date applicable to the Unit.
- (d) The Purchaser covenants and agrees to provide the Vendor's solicitor, within thirty (30) days of the date of acceptance of this offer, with an irrevocable direction indicating the manner in which title to the Unit shall be taken on the Unit Transfer Date, setting forth the company name or the full names, birth dates and marital status and social insurance number of the Purchaser and all other parties permitted by the Vendor to take title to the Unit, as well as the address for service to be inserted in the transfer, failing which the Purchaser shall be in default hereunder, and in addition to any other rights and remedies available to the Vendor (either at law or in equity) as a result of such default by the Purchaser, the Vendor shall thereupon be entitled to engross the Unit in the name of the Purchaser as noted on page 1 of this Agreement, and the Purchaser shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the Occupancy Agreement and/or the transfer are so engrossed. If such irrevocable direction directs the Vendor's solicitor to engross title to the Unit in the name of a person(s) or party(ies) other than that of the Purchaser as noted on page 1 of this Agreement, which are permitted by the Vendor in accordance with this Agreement, then the Purchaser agrees to pay, on the Occupancy Date, the Vendor's solicitor's fees, in the amount of \$150.00 plus G.S.T..
- (e) The Purchaser agrees to obtain from the Vendor a time of day during which the Purchaser shall be entitled to move into the Unit and to use the elevator designated for such purposes, if any.

5. THE OCCUPANCY AGREEMENT

During the term of the Occupancy Agreement

- (a) Subject to the provisions hereof, only the Purchaser shall have the right to occupy the Unit, for commercial purposes only, in accordance with the terms and provisions of the draft Condominium Documents included in the Disclosure Statement, and shall comply with same as if they were the owner of the Unit, and shall maintain and repair same in a clean and sightly manner as would a prudent owner, and the Purchaser acknowledges and agrees that he shall not

- have access to the Unit prior to the Occupancy Date without the Vendor's prior written consent and without being accompanied by a representative of the Vendor;
- (b) The Purchaser agrees not to make any changes, alterations, interior work or additions of any nature whatsoever to the Unit (collectively, the "Unit Alterations") up to and including the Unit Transfer Date unless the Purchaser either:
- (a) enters into an agreement with the Vendor (or a person designated by the Vendor) to source, construct and/or install the Unit Alterations and same shall be sourced, constructed or installed by the Vendor (or a person designated by the Vendor) in accordance with the terms of such agreement; or
 - (b) obtains the written approval of the Vendor to permit the Purchaser itself to construct and install the Unit Alterations, which written approval may be arbitrarily withheld by the Vendor.
- (c) Should the Purchaser desire the Vendor's written approval in accordance with Paragraph 5(b)(b), the Purchaser shall submit to the Vendor detailed plans and drawings prepared by a qualified architect or engineer showing the proposed Interior Alterations (said plans and drawings being suitable for building permit purposes), together with any other documents that the Vendor deems necessary in its sole, absolute and unfettered discretion. The Purchaser shall be liable for all of the Vendor's architect's, engineer's and in-house fees incurred for reviewing the Purchaser's plans, documents and drawings and shall pay such sums forthwith upon demand or as an adjustment on the Unit Transfer Date, in the Vendor's sole discretion.
- (d) Should the Vendor grant its written approval to the performance of the Interior Alterations by the Purchaser, the performance of same shall not be commenced by or on behalf of the Purchaser unless:
- (a) copies of all consents, permits and licences required by any applicable municipal, regulatory or governmental authority and required to permit the performance of the Interior Alterations are delivered to the Vendor;
 - (b) the Purchaser delivers an irrevocable letter of credit in favour of the Vendor in the amount equal to 200% of the costs of the performance of the approved Interior Alterations as a security deposit for construction liens, work performance during the construction period and latent defects, for a minimum of six months after the occupancy permit for the Unit has been issued by the municipality, such letter of credit to be on a form that is acceptable to the Vendor in its sole discretion and drawn by a Canadian Schedule 1 Chartered Bank. It is understood and agreed that the performance of the Interior Alterations shall be estimated by the Vendor in its sole discretion and such estimate shall be conclusive and binding with regards to determining the amount of the letter of credit. The Vendor reserves the right to increase the estimate amount at any time and accordingly, the Purchaser shall provide such additional letters of credit to the Vendor as are necessary to reflect a cumulative value of 200% of the revised estimate;
 - (c) enter into any and all agreement required by the Vendor pertaining to the performance of the Interior Alterations.
- (e) In the event that the Purchaser (or a person on its behalf) begins the performance of Interior Alterations without first complying with Paragraphs 5(c) and 5(d) then, at the sole option of the Vendor, the Occupancy Agreement and this Agreement shall become null and void and all deposit monies shall be forfeited as liquidated damages. The Purchaser shall be liable for and agrees to indemnify and save the Vendor harmless for any damages, costs or expenses incurred by the Vendor as a result of the Purchaser failing to comply with the provisions of the Occupancy Agreement.
- (f) The Purchaser covenants and agrees that any refuse and debris arising from its performance of the Interior Alterations shall be removed by the Purchaser at its sole cost and expense and that such refuse and debris shall be stored within the Unit at all times prior to its removal.
- (g) The Purchaser acknowledges that the as-built Interior Alterations must be reflected on the final architectural and structural drawings for the Condominium. The Purchaser shall pay to the Vendor the Vendor's cost, as estimated by the Vendor, of reflecting the Interior Alterations on the architectural and structural drawings for the Condominium. In the event that an inspection of the Interior Alterations indicate that the same have not been completed in accordance with any plans approved by the Vendor, the Purchaser shall be responsible for the Vendor's expenses in amending the architectural and structural drawings to reflect the Interior Alterations.
- (h) The Purchaser shall pay all telephone, cable television, utility and other expenses for the Unit other than those included as a proposed common expense;
- (i) The Purchaser shall maintain insurance on any decoration, furnishing or improvement to the Unit as well as for third party liability and shall indemnify the Vendor from any damage to property or injury to person within or on the Unit or elsewhere if caused by the Purchaser or any person for whose actions the Purchaser may in law be liable;
- (j) The Purchaser's right to occupy the Unit may be terminated by the Vendor if the Purchaser is in default under this Agreement or the Occupancy Agreement, or if this Agreement has been terminated for any reason. If the Occupancy Agreement or this Agreement is terminated, the Purchaser shall vacate the Unit immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit;
- (k) Subject to the provisions hereof, the Purchaser may not assign or sublet this Occupancy Agreement or otherwise part with possession of the Unit, without the Vendor's prior written consent which consent may be arbitrarily withheld;
- (l) The Vendor shall have the right to enter the Unit at all reasonable times (unless there is an emergency, in which case such right to enter the Unit can be at any time) for the purpose of conducting inspections thereof, for facilitating the registration of the Condominium, and for correcting and completing any outstanding work with respect to the Condominium;
- (m) The Purchaser shall ensure that no construction liens or any other lien affects the Condominium or property of the Condominium or any part thereof, including without limitation the Unit, in respect of materials supplied or work done or to be done by the Purchaser or on behalf of the Purchaser or related to the Purchaser's work and if the Purchaser fails to discharge or cause any such lien to be discharged no later than five (5) days after notice thereof given to the Purchaser, then in addition to any other rights and remedies of the Vendor, the Vendor may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due into court or directly to the lien claimant and the amount so paid and all costs and expenses (including legal costs on a solicitor and his client basis) shall be paid by the Purchaser to the Vendor forthwith on demand; and
- (n) The Purchaser shall be obligated to obtain, at its sole cost and expense, any occupancy permit required by any municipal, governmental or regulatory authority having jurisdiction and shall make it available to the Vendor five (5)

days prior to any occupancy, business operation or opening. The Purchaser shall not refuse to complete this transaction by reason only that such certificate has not been obtained or is not yet available.

6. CONSTRUCTION AND CHANGES

The Vendor agrees to complete the Unit and common elements in a good and workmanlike manner. The Vendor shall have the right from time to time to make reasonable changes in the opinion of the Vendor if required and any changes required by any relevant governing authority in the plans and specifications of the Unit and the Condominium and every aspect thereof if required and to substitute other material for that provided for under this Agreement or in the plans and specifications of the Unit or the Condominium, provided that such alternative material is of a quality equal to or better than the material hereunder or in the plans and specifications and to complete this transaction notwithstanding same and the Purchaser hereby consents to such changes and substitutions. The Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole and absolute discretion to effect the changes to the Condominium contemplated in the Disclosure Statement, to change the legal description of the Unit and the right to change the Condominium's municipal address or numbering of the Units in terms of unit number and/or level number and the number of units in the Condominium as a result of a combination of units, splitting units, adding additional units, removing units and reducing or increasing the height of the Condominium by reducing or increasing the number of floors of the Condominium and altering the exterior design and features of the Condominium, which the Vendor can effect in its sole and unfettered discretion; provided, however, that the Purchaser's Unit location on the floor-plate and configuration shall not be altered except as provided herein. The Purchaser acknowledges and agrees that the construction timetable for the lands adjacent to and/or nearby the Condominium and the type, character, composition, number of buildings, etc. of the improvements to be constructed thereon will be totally at the discretion and control of the owners thereof. The Purchaser covenants and agrees that in the event that there is a "material change" permitting the Purchaser to rescind this Agreement pursuant to s.74(6) of the Act, then the Purchaser agrees that its only recourse against the Vendor is such right of rescission pursuant to the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

The items set out in Schedule "B" attached hereto are included in the purchase price. The Purchaser acknowledges that he is not relying on any floor area figures indicated in any sales or promotional material provided by the Vendor's agents. In accordance with the foregoing, and without limiting the generality of the foregoing, all details and dimensions are approximate and are subject to change without notice to the Purchaser. Any reference to ceiling heights in this Agreement or the Schedules attached hereto shall mean the approximate height from unfinished floor slab surface to unfinished ceiling slab surface and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc.. Purchaser is advised that the configuration and area of the Unit may be altered by the addition of ducts to service roof-top HVAC units in the event the Vendor decides, in its sole, absolute and unfettered discretion, to increase the number of floors in the Condominium building and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price. The Purchaser is advised that the configuration, location of entry doors and area of the Unit may be altered if in connection with the finalization of the exterior elevation drawings of the Condominium building the Vendor decides, in its sole, absolute and unfettered discretion, to change the location of the stairwells, elevator shafts or the like and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration, location of entry doors and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price.

The Purchaser acknowledges that the consumption of hydro in the commercial units shall be separately metered on a per unit basis with each commercial unit owner being responsible for the cost of such utility consumed in his unit, in addition to and not part of the common expenses payable by such owner. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date such documentation as is required to facilitate the separate metering and per unit billing of such utilities or any other utilities servicing his unit.

The Purchaser acknowledges that the distance and views from the proposed building shown on any site plan, marketing materials, signs, artists renderings or scale model are approximate only and/or may be modified during construction. The Purchaser acknowledges and agrees that the Vendor may, at its sole, absolute and unfettered discretion, make alterations, changes, additions or deletions to anything, including without limitation any buildings, structures and improvements, included or depicted on such site plan, marketing materials, signs, artists renderings or scale model.

7. WARRANTY

The Vendor covenants that on the Occupancy Date the Vendor will transfer, to the extent they are transferrable, to the Purchaser the benefit of any warranty or guarantee that it may have from a third party contractor or supplier in respect of any construction undertaken by the Vendor in respect of the Unit. The Purchaser agrees to accept any such warranty or guarantee in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with or in any way affecting this Agreement or the subject land or Unit.

Notwithstanding the foregoing or anything contained in the said warranty, the Purchaser waives any right to any claim against the Vendor for damage to any ceilings or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser.

8. INSPECTION OF UNIT

(a) The Purchaser shall inspect the Unit immediately prior to the Occupancy Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Vendor's Certificate of Completion and Possession Form (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Unit as complete in accordance with this Agreement. The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) onto the Property until the Purchaser has completed his obligations under this Agreement on the Occupancy Date.

(b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to give occupancy of the Unit and to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole option, may thereupon either terminate the transaction in accordance with Paragraph 22 herein, or may elect to complete the Certificate on behalf of the Purchaser. The

Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers, without liability or claim, to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

9. DAMAGES BEFORE CLOSING

The Unit, save and except for any contents that may be placed or located in the Unit and any improvements to the Unit made or caused to be made by the Purchaser in accordance with this Agreement, shall be and remain at the risk of the Vendor until the Unit Transfer Date, and pending completion of the sale the Vendor will hold all insurance policies, save and except for any policies relating to the contents in the Unit and to any Purchaser improvements made to the Unit in accordance with this Agreement, and the proceeds thereof in trust for the parties as their interests may appear, and in the event that the Unit or the building of which the Unit forms a part are substantially damaged or destroyed, and the Vendor, in its sole discretion decides that it will not rebuild or repair such damage, then the Vendor may elect to terminate this Agreement and upon returning to the Purchaser the deposit(s) without interest except as may be required by law, the Vendor's liability shall be at an end and the Purchaser shall execute and complete such documents as may be necessary to clear the title to the Unit. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

10. ACCESS BY VENDOR FOR MAINTENANCE AND COMPLETION

- (a) Notwithstanding the transfer of title to the Unit to the Purchaser, or occupancy of the Unit by the Purchaser, the Vendor or its duly authorized agents shall have free access at all reasonable times (unless there is an emergency, in which case such access can be at any time) to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or other units and the common elements in the Condominium or of any servicing or installations in connection with either the Unit or the common elements and this right shall be in addition to any rights and easements in favour of the Vendor under the Act.
- (b) The Purchaser shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold, both in other phases of the condominium, if any, and in other condominium plans, as applicable, the Vendor may make such use for the Condominium as may facilitate such completion and sale, including, but not limited to the maintenance of a sales office, common areas or elements and model units, the showing of unsold units and the display of signs. The Purchaser covenants and agrees for itself and its agents and permitted assigns that they shall not enter the Unit or the common elements prior to the Occupancy Date except as approved or required by the Vendor.

11. ACCEPTANCE OF TITLE BY PURCHASER

The Purchaser agrees that the Unit shall be subject to all registered restrictions and agrees to accept title to the Unit subject to all the rights and easements now registered or to be registered hereafter against the Unit, the common elements and/or the property for the supply and installation of telephone and other communication services, electricity, gas, sewers, water, heating, cooling, television cable or satellite facilities and other usual services; provided that if such rights and easements have not been determined when the Purchaser receives a transfer, such transfer will contain a covenant by the Purchaser to grant such rights and easements and/or confirm same upon the written request of the Vendor, and the Purchaser shall, if requested, execute such transfer or transfers as the Vendor shall require and submit, provided the title is good and free from all encumbrances except:

- (a) as aforesaid;
- (b) the Declaration, Description, and By-Laws, notwithstanding that they may be amended or varied from the proposed Condominium Documents given to the Purchaser when entering this Agreement;
- (c) any development agreements, subdivision agreements, site plan agreements and any other such agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction, applicable by-laws whether registered or not, provided that the Vendor is in compliance thereof;
- (d) any easements, rights-of-way, reciprocal agreements with adjoining lands, encroachment agreements, conditions or covenants that run with the land, and subject to all rights, licences, and easements or agreements now registered or to be registered for the installation and maintenance of any public or other utility including, without limitation, telephone, internet, hydro, gas, sewer, water, heating, cooling, cablevision or satellite and any easements or right of entry for the operation and maintenance of adjacent corporations or lands;
- (e) any easements, rights-of-way, licences, or agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction with respect to future services to be installed;
- (f) temporary easements in favour of the Declarant and/or its affiliates and/or the Declarant's assigned successors for construction and sales of this Condominium and any development in the vicinity thereto;
- (g) official plan and zoning amendments passed by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction;
- (h) any agreement(s) or easement(s) between or among the Vendor on its behalf and on behalf of the owner(s) of improvements constructed or to be constructed on lands in the vicinity of the subject property (including, without limitation, any covenants, restrictions, etc. not to object to re-zoning, etc.);
- (i) any easements, rights-of-way, cost sharing agreements and reciprocal agreements with adjoining lands and/or lands in the vicinity of the Condominium lands;
- (j) Instrument Nos. LT1615145, LT2057426, PR1138739 and PR1591143;
- (k) as herein expressly provided; and
- (l) as to minor breaches in any of the foregoing that have been remedied or are in the process of being remedied as established by a statutory declaration of an officer or director of the Vendor.

The Purchaser agrees that the retention by the relevant authority of security that is satisfactory to such authority intended to guarantee fulfilment of any outstanding obligations under any of the aforementioned agreements shall be deemed to be satisfactory compliance with the terms and provisions of the agreements. It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Unit a release of (or an amendment to) any of the aforementioned easements, development agreements, site plan agreements, subdivision agreements, cost sharing agreements, reciprocal agreements or restrictive covenants, nor shall the Vendor be obliged to have any of the same deleted from the title to the Lands. The Purchaser shall satisfy himself as to the Vendor's due compliance with the provisions of any such agreements, licences, restrictions or easements listed in subparagraphs 11(a) to 11(l) inclusive above. Purchaser further agrees to accept

the Vendor's solicitors' undertaking to discharge any mortgages, debentures, liens or encumbrances (the "Encumbrances") against the Unit or Common Elements that the Purchaser is not assuming and to close notwithstanding such mortgages, liens or encumbrances. In any event, the Vendor shall not be required to discharge the Unit from the Encumbrances until such time as the Purchaser has paid to the Vendor the purchase price for the Unit in full.

The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any portion of purchase price on the Occupancy Date or on the Unit Transfer Date.

The Purchaser acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser when entering into this Agreement, and in the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement in accordance with the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to such restrictions, easements, covenants or agreements referred to in this Agreement, and in such case the Purchaser shall be required to execute the transfer prior to the Unit Transfer Date, or the Vendor may require that the Purchaser deliver his separate written covenant on the Unit Transfer Date. In the event that the Vendor is not the registered owner of the Unit, the Purchaser agrees to accept a conveyance of title from the registered owner in lieu of the Vendor's.

The Purchaser agrees to accept title to the Unit subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water, cable television, internet access, heating, cooling, satellite facilities and other usual services, as well as any rights, easements and interests in land that do not materially affect the use of the Unit for commercial purposes reserved by the Vendor. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements.

The Purchaser further agrees to accept title from the registered owner of the Unit and to accept such owner's title covenants in lieu of the Vendor's in the event that the Vendor is not the registered owner of the Unit on the Unit Transfer Date. The Vendor shall be entitled to insert in the transfer/deed of land specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to in this Agreement and, in such case, the Purchaser may be required to execute the transfer/deed of land prior to the Unit Transfer Date and the Vendor may require, in addition, that the Purchaser deliver his separate written covenant on the Unit Transfer Date.

12. VENDOR'S COVENANTS

The Vendor hereby covenants as follows:

- (a) to take all reasonable steps to deliver to the Purchaser a registrable deed or transfer of the Unit without delay; and
- (b) to hold in trust for the Condominium Corporation the money, if any, that the Vendor collects from the Purchaser on behalf of the Condominium Corporation.

The covenants of the Vendor in this paragraph contained shall constitute the covenants of the Vendor pursuant to subsection 78(1) of the Act and are hereby understood and agreed to be the extent of the Vendor's obligations in that regard and it is understood and agreed that there are no further obligations or covenants in that regard other than those specifically stated above.

13. EXAMINATION OF TITLE BY PURCHASER

The Purchaser shall not call for the production of any title deeds or abstracts of title, survey sketch or other proof or evidence of title, nor have furnished any copies thereof. The Purchaser shall be allowed until TEN (10) days prior to the Unit Transfer Date to examine the title at his own expense. If within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit money shall be returned to the Purchaser without interest except as may be required by law and without deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objections so made within such time the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned.

14. ADJUSTMENTS ON CLOSING

The balance due on the Occupancy Date shall be adjusted on the Occupancy Date (or adjusted on the Unit Transfer Date if so required by the Vendor) as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement (plus G.S.T. where applicable) which shall include, without limiting the generality of the foregoing, the following:

- (a) Assessments prepaid or owing for contribution towards the common expenses, and/or reserve fund and any other prepaid or current expense, such as gas, electricity, fuel, water, heating, cooling, etc., which shall be adjusted by attributing to the Purchaser's Unit its share of such expenses, as determined by its common interest, and any charges paid by the Vendor to a utility supplier (including, without limitation, any local distribution company or any independent energy retailing company) which is attributable to the unit, including any charges (which may include, without limitation, security deposits) specifically for the connection or energization of water, gas, hydro, heating or cooling or the installations of a meter for same and the cost of such meters, unless such charges are included in common expenses. If any of such charges are bulk billed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) below;
- (b) an amount equal to that estimated by the Vendor to be payable by the Purchaser for the Purchaser's Unit contribution towards the common expenses and/or reserve fund of the Condominium Corporation for a period of TWO (2) months, which sum shall be paid directly to the Condominium Corporation on closing and credited by the Condominium Corporation to the Purchaser. Such sum, or part thereof, forming part of the reserve fund shall be in addition to any

common expenses otherwise payable to the Condominium Corporation. The Purchaser agrees to deliver a series of twelve post-dated cheques in an amount estimated by the Vendor to be payable monthly to the Condominium Corporation on account of common expenses;

- (c) realty taxes (including local improvement rates) on the Purchaser's Unit, and said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Occupancy Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. If realty taxes are owing for a period when the Condominium was assessed and taxed as one structure and not as individual units, then the adjustment of realty taxes shall include an amount calculated to attribute a portion of such realty taxes owing on the Condominium to the Purchaser's Unit based on its common interest or alternately, equally among all of the commercial units or in such other manner as the Vendor may elect, acting reasonably. Alternately and at the Vendor's option realty taxes shall not be adjusted until individual unit assessments have been made;
- (d) the costs in respect of the provision and installation of hydro meters in the amount of \$400.00 plus G.S.T.;
- (e) the Purchaser shall reimburse the Vendor \$50.00 plus G.S.T. on closing for the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada;
- (f) all deposits paid to the Vendor hereunder, together with interest to be paid/credited to the Purchaser in accordance with the provisions of the Act;
- (g) a \$250.00 plus G.S.T. administrative fee shall be charged to the Purchaser for any cheque paid for a deposit or for the monthly occupancy fee which is not honoured or accepted for any reason, including a cheque returned N.S.F. or upon which a "stop payment" has been ordered;
- (h) if the Purchaser is not a resident of Canada for the purposes of the Income Tax Act, Canada (the "ITA"), the Vendor shall be entitled to withhold and remit to the Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of his deposits paid hereunder, in accordance with the ITA;
- (i) the Purchaser shall reimburse the Vendor \$300.00 plus G.S.T. in respect of all forms of evidence of compliance pursuant to subsection 81(6) of the Act that have been delivered to the Purchaser, such costs representing the administration fees charged by the Vendor's Solicitor to the Vendor;
- (j) the amount of any development charge(s) or levies and/or education development charge and/or sewer impost charge and/or park charges or levies and/or any service connection charges, check meter and/or any fees, levies, charges or assessments (notwithstanding that same may be paid prior to the Unit Transfer Date or following) assessed against or attributable to the Unit (or assessed against the development or Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), whether imposed under the *Development Charges Act, 1997*, S.O. 1997, as amended from time to time, and the *Education Act*, R.S.O. 1990, as amended from time to time, or otherwise under any other relevant legislation or authority. If such charges, levies, fees or assessments are assessed against the Property as a whole and not against the Unit, then the Purchaser shall pay to the Vendor a proportionate reimbursement of such amounts equivalent to the proportionate common interest allocation attributable to the Unit;
- (k) the cost in respect of the provision of a status certificate in the amount of \$100.00 plus G.S.T.;
- (l) if requested by the Vendor or the Hydro Provider (as defined below), the Purchaser agrees to enter into or assume a contract with the provider of hydro and/or the party monitoring consumption of same to the Unit (the "Hydro Provider"), on the Hydro Provider's form, for the provision and/or metering of hydro services to the Unit. The fees (including any security deposit) for such hydro services shall be adjusted for the month of closing with the Purchaser being responsible for such costs from and after the Occupancy Date; and
- (m) the cost in respect of the provision of an area certificate in accordance with Schedule "E", plus G.S.T.;

If any of the adjustments to be made on the Occupancy Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Purchaser agrees with the Vendor to pay all monies payable under this Agreement in the manner directed by the Vendor or its solicitor.

If (a) there is an increase after the date of execution of this Agreement by the Purchaser in any levy, development charge, education development charge, impost charge, fee or assessment (collectively, the "Existing Levy") imposed as of that date by the municipality, regional municipality, the public or separate school board or any other authority having jurisdiction, or (b) any of the aforesaid authorities impose a new or any other levy, development charge or education development charge, impost charge, fee or assessment (collectively referred to as the "New Levy") under the *Development Charges Act*, the *Education Act*, or any other legislation of a similar nature after the date of execution of this Agreement then, the Purchaser shall pay the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Unit Transfer Date plus any goods and services tax exigible thereon. If the increase to the Existing Levy or the amount of the New Levy is assessed against, charged or imposed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) above.

The parties acknowledge and agree that the Purchase Price is exclusive of the Federal Goods and Services Tax (the "G.S.T.") exigible against the herein transaction pursuant to the *Excise Tax Act*. The Government of Ontario has announced its intention to harmonize the Ontario Retail Sales Tax with the G.S.T. (the "HST") to take effect from July 1, 2010. The GST and the HST, if applicable, shall be in addition to and not included in the Purchase Price. The Purchaser shall deliver to the Vendor on the Unit Transfer Date a certified cheque in the amount of the G.S.T. and H.S.T. payable by it in connection with this transaction. The Purchaser agrees that he shall be liable and shall pay HST on all closing adjustments that are subject to HST at the time of closing.

If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and any applicable taxes shall be paid on the closing date by the Purchaser.

In the event that the Vendor, as a pre-requisite to the procurement and provision of any utility service to the Condominium is required to pay or provide any public utility authority or service supplier with cash security or a letter of credit (hereinafter the "Utility Security Deposit"), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Deposit from the Purchaser, by charging the Purchaser in the Statement of Adjustments with that portion of the Utility Security Deposit, which proportion is calculated by multiplying the Utility Security Deposit by the common interest percentage allocation referable to the Unit, as set forth in the declaration.

15. MANAGEMENT OF THE PROPERTY

The Vendor or a management company to be named by the Vendor shall manage the Condominium. The Vendor or the management company shall enter into a management agreement with the Condominium Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly common expense charge.

16. CONDOMINIUM DOCUMENTS - DISCLOSURE STATEMENT

The Purchaser acknowledges receipt of the Disclosure Statement which has been delivered by the Vendor to the Purchaser in accordance with the provisions of the Act and the regulations passed thereunder.

17. MODIFICATION OF CONDOMINIUM DOCUMENTS

The Vendor shall have the right from time to time prior to the Unit Transfer Date or any extension thereof to modify the proposed Condominium Documents, being comprised of the disclosure statement with the accompanying declaration, by-laws and rules, and/or to provide such additional material and information, to comply with the requirements of the Act, as may be amended from time to time, the Ministry of Consumer and Business Services or any other ministry, the Office of Land Titles, the City of Toronto, or other authorities, agencies or commissions having jurisdiction.

The Purchaser also acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser. In the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement to be exercised by the Purchaser within ten (10) days of the Purchaser receiving notice of such material change, and the Purchaser may not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

18. AGREEMENT CONDITIONAL

This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the Planning Act of Ontario, and amendments thereto.

19. AGREEMENT NOT TO BE REGISTERED

The Purchaser acknowledges this Agreement confers a personal right only and not any interest in the Unit or property and that the registration against title of any notice or caution or other reference to this Agreement or his or her interest is likely to cause inconvenience and prejudice to the Vendor and other unit purchasers, for example, by impeding financing and the registration of the Condominium. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all Vendor's costs and expense in obtaining it including, but not limited to, fees of its solicitors on a solicitor and client basis together with any G.S.T. thereon. Additionally, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

20. PURCHASER SELLING OR ASSIGNING

The Purchaser covenants not to offer, list or advertise for sale, lease, transfer or assignment, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit) until after the Unit Transfer Date and the Vendor having received payment of all of the purchase price, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. As a condition of giving its consent the assignee/transferee will be required to execute and deliver to the Vendor the Vendor's standard form of assumption agreement and to pay to the Vendor on the date of execution and delivery of the assumption agreement the Vendor's administration and processing fee (which shall be determined by the Vendor in its sole and unfettered discretion) plus G.S.T., together with any other applicable fees, including the Vendor's solicitor's fees. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein and in no event shall the Purchaser list or cause to be listed the Unit for sale, lease or otherwise on a listing service system including, without limitation, the Multiple Listing Service ("MLS"). The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

21. TENDER

Subject to the provisions of sub-paragraph 42(c)(d), below, any tender of documents or money may be made upon the parties hereto or upon their respective solicitors, and in the absence of any other mutually acceptable arrangement confirmed in writing by (or on behalf of) both parties, tender by the Vendor will be deemed to be good and valid if the Vendor (or his solicitor) attends at the Land Registry Office during hours that such office is open to the public and in which the title to the Unit is registered on the Occupancy Date and/or the Unit Transfer Date (as the case may be) ready, willing and able to complete this transaction. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Unit Transfer Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with paragraph 11 hereof in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered by way of a bank draft or certified cheque drawn on a Canadian Chartered bank, trust company or Province of Ontario Savings Office. The Purchaser further acknowledges and agrees that the key(s) to the Unit may be released to him directly from the sale office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents from each party hereto to the other, and the Vendor shall not be required to provide any key(s) as part of any tender made by it.

22. DEFAULT BY THE PURCHASER

It shall be deemed to be a default of the Purchaser under this Agreement if the Purchaser registers any instrument against title to the Unit other than the transfer to be delivered by the Vendor, or if any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser is charged against or affects the Unit:

If any (a) monetary default by the Purchaser occurs under this Agreement, or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for FIVE (5) days after written notice thereof is given to the Purchaser or his solicitor, then the Vendor may retain all monies paid without prejudice to any other rights of the Vendor and the Vendor may thereupon cancel this Agreement. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. Any monies owing to the Vendor (a) pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof; or (b) as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement, shall bear interest at the rate of twenty-four (24%) percent per annum, calculated daily, not in advance, from the date of default with respect to any monetary default and from the date of written demand with respect to the aforesaid expenses.

In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or other relationship as a defence to such liability.

In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with the Act and this Agreement, the Purchaser acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect and the Purchaser further acknowledges that this provision may be pleaded by the Vendor as a complete defence to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.

23. EXTENSION AND TERMINATION

- (a) If the Vendor cannot give possession of the Unit to the Purchaser by the Occupancy Date as described in paragraph 2(a) of this Agreement because additional time is required to render it or the requisite portion of the common areas of the Condominium building, in which the Unit is located, sufficiently complete to permit occupancy as required or contemplated in paragraph 4 hereof, then the Vendor shall be entitled to extend the Occupancy Date, one or more times as the Vendor may require, by notice in writing given as soon as reasonably possible prior to the Occupancy Date (or extended Occupancy Date, as the case may be), provided however that all extensions of the Occupancy Date shall not exceed 24 months in the aggregate. If the requisite portion of the common areas of Condominium building, in which the Unit is located, are not completed to permit occupancy thereof within 24 months of the originally scheduled Occupancy Date, then unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and all deposits thereupon be returned to the Purchaser, without deduction and without interest, unless otherwise provided for by the Act. In which event the Vendor shall be entitled to deduct from such interest payable to the Purchaser pursuant to the Act a reasonable administrative fee, determined solely by the Vendor, not to exceed the interest payable pursuant to the Act.
- (b) If, notwithstanding all reasonable steps taken by the Vendor, the Condominium is not registered within 24 months after the Occupancy Date (as extended), then, unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and the Vendor, based upon this provision, may seek to enforce such termination by court order, in the manner provided by the Act. If this Agreement is so terminated, all deposits shall thereupon be returned to the Purchaser, without deduction and with all interest accrued thereon at the rate prescribed by the Act.
- (c) Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor. In the event that this Agreement is so terminated in accordance with 23(a) or 23(b) above, then the Purchaser's sole remedy and recourse against the Vendor shall be for the recovery of its deposits paid to date, less the aforementioned administration fee and, without limitation, the Purchaser covenants and agrees not to claim against the Vendor for any costs or damages.

24. AGREEMENT NOT TO MERGE WITH TRANSFER

All of the covenants, warranties and obligations contained in this Agreement to be performed by the Purchaser shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Unit to the Purchaser. It is provided that in the event of a breach of any covenant, warranty or obligation contained in this Agreement to be performed by the Purchaser, the Vendor shall be entitled, at its option, to declare this Agreement null and void and to retain all amounts paid by the Purchaser without prejudice to any other rights of the Vendor arising from that breach.

25. WAIVER

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived.

The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement and/or has distributed the Disclosure Statement as a trustee or agent for an undisclosed beneficiary or principal, whether or not so stated herein, that there shall be no liability on such undisclosed beneficiary or principal and that the only recourse or remedy that the Purchaser shall have on default by the Vendor herein and/or in respect of the Disclosure Statement is against the Vendor and the property that is the subject of this Agreement, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law or equity.

26. SUBORDINATION OF AGREEMENT

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the property or lands and also to the registration of all condominium documents. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents as may be reasonably required by the Vendor from time to time to give effect to this undertaking and in this regard the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for the purpose of signing all documents and doing all things necessary to implement this provision.

27. ACCERTANCE

This Offer by the Purchaser when accepted by the Vendor shall constitute a binding agreement of purchase and sale without requiring notice of such acceptance to be delivered to the Purchaser prior to such time.

28. TIME OF ESSENCE

Time shall in all respects be strictly of the essence of this Agreement and no extension of time for any payment by the Purchaser or rectification of any breach of any agreement, stipulations, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor or the Purchaser, as the case may be.

29. PREPARATION AND COST OF REGISTERING DOCUMENTS

The Transfer is to be prepared by the Vendor on the Vendor's standard form. In the event that the Purchaser requests more than one transfer for the Unit, the Purchaser shall pay to the Vendor deed fees in the amount of \$200.00 plus G.S.T. for each additional transfer. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$100.00 plus G.S.T. in total, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

30. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, or beyond the powers or capacity of the parties hereto, then provided such provision is not, in the Vendor's sole opinion, essential or fundamental to the completion of this transaction, such provision shall be deemed and construed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

31. NOTICE

- (a) Any notice, document or information desired or required to be given or provided to the Purchaser shall be in writing or in electronic form, and either delivered personally or by ordinary mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided in this Agreement, or telefaxed to the Purchaser's solicitor, or electronically mailed to either the Purchaser or to the Purchaser's solicitor at the electronic mail address(es) provided to the Vendor in accordance with this Agreement or made available for access or download on a website, the address for which (and any applicable login ID, password, etc. required to access same) the Purchaser or his solicitor has been given notice of. If such notice, etc. is mailed, it shall be deemed to have been received by the Purchaser on the third (3rd) Business Day (any day excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the date of transmission if a Business Day or on the next following Business Day, and if electronically mailed, same shall be deemed to have been received on the date of electronic mailing if a Business Day or on the next following Business Day, and if made available on a website on the date of same being made available if a Business Day or on the next following Business Day.
- (b) Any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the third (3rd) Business Day following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax. Any document or information required by the Vendor to be provided electronically by the Purchaser in the manner prescribed by the Vendor shall be deemed provided on the day thereof if sent before 2:00pm on a Business Day or on the next following Business Day.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the designed place in this Agreement, and forthwith upon request by the Vendor: (i) the Purchaser's electronic mail address; and/or (ii) the Purchaser's solicitor's electronic mail address.

Provided that during periods of postal interruption or impending postal interruption, notice may not be sent by mail and must be sent by personal delivery, telefax or electronic mail in accordance with sub-paragraphs 31(a) and 31(b) above.

32. CONDITIONS

- (a) The completion of this Agreement is conditional upon satisfaction of the following requirements on or before December 1, 2009 (the "Condition Date") which Condition Date may be extended by the Vendor for three successive periods of three months each, failing which this Agreement shall be terminated and the Purchaser shall be entitled to the return of its deposits without deduction upon the execution and delivery to the Vendor of a mutual release and termination agreement on the Vendor's form:
- (a) The Vendor obtaining minor variances, or zoning amendments as may be necessary to permit the construction of the Unit and the proposed building, obtaining site plan approval, the execution of a site plan agreement(s), subdivision agreement(s) or a development agreement(s), or an encroachment agreement(s) if required, between the Vendor and the relevant municipal corporation allowing for the development of the Condominium and all other buildings, structures and improvements contemplated for the entire site, of which the Condominium is a part, and approval by the relevant municipal corporation of the plans and drawings required to permit the construction of the building of which the Unit forms a part, pursuant to the provisions of the aforementioned agreements and/or the Planning Act, Ontario, and without the said approval being subject to any conditions which are, in the Vendor's sole, exclusive, subjective and unreviewable discretion unduly onerous or unacceptable for any reason including without limitation, the availability and issuance of a building permit for the construction of the Condominium; and

- (b) the Vendor being satisfied in its sole and absolute discretion with the economic feasibility and viability of this sale of the Unit to the Purchaser and of constructing and marketing for sale the Condominium in which the Unit is situate.
- (b) The Vendor and Purchaser agree that the Vendor may at its sole and unfettered discretion, extend the Condition Date as provided in subparagraph 32(a). The Purchaser acknowledges that the Condition Date shall be deemed extended for the periods set forth in subparagraph 32(a) in the event that the Vendor does not give notice to the contrary to the Purchaser or his solicitor on or before the Condition Date as may be extended.
- (c) The Purchaser acknowledges that the conditions set forth in this paragraph 32 are for the sole benefit of the Vendor and may be waived by the Vendor at its sole option at any time or times in whole or in part. In the event that the Conditional Date and the extension period of three successive periods of three months each have passed and the Vendor has not given notice to the Purchaser or his solicitor that the conditions set forth in subparagraph 32(a) have not been satisfied and that the Agreement is terminated then the conditions set forth in this paragraph 32 shall be deemed satisfied and waived by the Vendor. The Vendor shall not be required to provide the Purchaser with particulars as to why any one or more of the aforementioned requirements have not been satisfied on or before the Condition Date (as may be extended) in the event that the Vendor terminates this Agreement.

33. NOTICES

- (a) The Purchaser agrees that the relevant governing authorities may require the Vendor to provide the Purchaser with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, garbage and school pick-up. The Purchaser agrees to provide the Vendor upon demand with written confirmation of receipt of such notices in the form and when required by the Vendor, either before or after the Unit Transfer Date and such written confirmation shall constitute full compliance with the Vendor's obligation to provide such notice(s) as and when required by the relevant governing authorities. Without limiting the generality of the foregoing, to the extent that any notices are provided to the Purchaser by the Vendor after the Agreement has been made, such notice shall be deemed to have been included in this Agreement at the time that this Agreement has been made.
- (b) The Vendor hereby advises the Purchaser that noise transmission between units due to floor finishings, sound systems and other matters and the use of the garbage disposal chutes and elevators may cause annoyance to the owners and tenants, as the case may be. The Purchaser acknowledges that he is aware that the noise transmission may cause annoyance to occupants and hereby waives and releases any claims that the Purchaser may have against the Vendor for such annoyance or nuisance or otherwise.
- (c) Purchasers are advised that any noise or vibration attenuation measures or features are not to be tampered with or altered and that the owner(s) of the property in question from time to time shall have the sole responsibility for and shall maintain those measures.
- (d) Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building units, noise levels may continue to be of concern, occasionally interfering with some activities of the building occupants, the Purchaser acknowledging that it has familiarized itself with the existing and permitted land uses in the area of the Condominium and all facets of which are or may be considered a nuisance. The Purchaser acknowledges that the nature of new building construction is such that some discomfort may result from the Vendor's operations relating to the construction of the Condominium and accordingly, the Purchaser agrees that it shall not object to or interfere with the Vendor's construction operations.
- (e) The Purchaser acknowledges receipt of notice from the Vendor that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may apply for re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments with respect to the lands on which the Condominium is to be constructed and/or the lands adjacent to or near the Condominium and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments. The Purchaser further acknowledges that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may make any such application without any further notice to the Purchaser or the Purchaser's successors and assigns. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Unit and to assign the benefit of such covenant to the Vendor. The Vendor shall have the right to remove any objection(s) made by the Purchaser, the Purchaser's successors and assigns, with respect to any such application and the Purchaser shall reimburse the Vendor for all legal fees, expenses and costs that it incurs as a result of such objection(s).
- (f) The Purchaser covenants and agrees that he will not object to nor oppose any amendment to or change in the zoning and/or site plan requirements, or oppose any other applications by the Vendor (or any other corporation or entity associated, related or affiliated with the Declarant) to any board, tribunal or municipal or provincial body relating to or affecting the development of this Condominium, or other lands of the Vendor (or such other entity) in the vicinity of the Condominium. The Purchaser acknowledges that a covenant, restriction and/or notice to this effect may be registered on title to the Unit or the property of the Condominium on closing.
- (g) The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's name, corporate name and "personal information" (as such term is defined in the *Personal Information Protection and Electronic Documents Act 2000, c.5*) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents to the Vendor using, releasing, disclosing and/or retaining on file the Purchaser's name, corporate name and personal information to: (A) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities; (B) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit; (C) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (D) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes.
- (h) The Purchaser acknowledges that because of the construction of the Condominium there will be a certain amount of noise inherent in this construction, there will be dust and other debris which may accumulate and the Purchaser agrees

that it will not interfere with construction of the Condominium by the Vendor's trades, as they carry on their work, either with respect to the Condominium or the Unit.

- (i) Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the Unit occupants as the sound levels exceed the Ministry of the Environment's noise criteria. In order to maintain a suitable indoor noise environment, occupants may wish to keep exterior windows closed.
- (j) The Purchaser acknowledges that this Agreement is conditional, upon the Vendor being satisfied in its sole, absolute and subjective discretion, with the terms, conditions and every aspect of this Agreement. The Vendor shall have fifteen (15) days from the date of acceptance of this Agreement by the Vendor as set out on page 1 hereof to provide written notice to the Purchaser to the address set out on page 1 hereof to terminate this Agreement for any reason whatsoever failing which the Vendor shall be deemed to have waived this condition and this Agreement shall be firm and binding. In the event that this Agreement is terminated in accordance with the foregoing, the Purchaser shall be entitled to the return of all deposit cheques delivered to the Vendor that have not been negotiated, together with any deposits paid and any applicable interest thereon in accordance with the Act. The Purchaser acknowledges and agrees that in respect of the Purchaser's initial deposit cheque, statutory interest shall accrue at the prescribed rate from the next banking day following the expiry of the Purchaser's statutory ten (10) day rescission period. The Purchaser acknowledges that this condition is included for the sole benefit of the Vendor and may be waived by the Vendor at its sole option, at any time.
- (k) Purchasers/tenants are advised that despite the inclusion of noise control features within this development area and within the building units, noise levels from increasing road traffic on nearby public highways may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise level exceeds the Ministry of the Environment and Energy noise criteria.
- (l) Purchasers/tenants are advised that due to the proximity of this development to nearby residential facilities, sound levels from the facilities and construction thereof may at times be audible.
- (m) The Purchasers/tenants are advised that his/her unit may be subject to noise, odour, traffic and such other problems, from the commercial units located in the Condominium. The Purchaser/tenant does hereby acknowledge that they he/she is aware of this matter at the time of purchasing the Unit and confirms that he/she does not have, nor will they have any objection, whatsoever. The Purchaser/tenant of the Unit is advised that noise and odour levels from the commercial units located in the Condominium, may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise and odour exposure levels may exceed the criteria established by the relevant governing authorities.
- (n) The Purchaser/tenant hereby unconditionally acknowledges that he/she is aware of the above matters and warning clauses and the notices set out in this Agreement and confirms that he/she does not object, in any manner whatsoever, to any of these matters and warning clauses nor to any of the notices set out in this Agreement nor will he/she be entitled to raise any objections with respect to the above matters and warning clauses or notices set out in this Agreement at a future date.
- (o) The Purchaser acknowledges and agrees that the notices and warning clauses set out in this Agreement and any additional notices and warning clauses as referred to in section 33(a) above may be registered on title to the Unit and may be included in the Declaration when registered, at the sole and absolute discretion of the Vendor.

34. GENDER AND NUMBER

This Offer and its acceptance are to be read with all changes of gender and number as may be required by the context.

35. SUCCESSORS AND ASSIGNS

Except as expressly herein provided, the parties hereto further agree that the covenants, agreements, provisos and conditions in this Agreement contained shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

36. POWER OF ATTORNEY

- (a) In accordance with the provisions of the *Substitute Decisions Act, 1992*, S.O. 1992, Chapter 30 and the *Powers of Attorney Act R.S.O. 1990*, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers, etc. may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.
- (b) If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person shall be registered in the Land Titles Office for the Condominium, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to his or her attorney).

37. HEADINGS

The headings to the clauses of this Agreement form no part of the agreement but shall be deemed to be inserted for convenience of reference only.

38. MEANING OF WORDS

Words or terms defined in the Act and the regulations made thereunder, as amended and used in this Agreement shall have the meanings ascribed to them in the Act unless the context herein otherwise requires. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which of the conflicting term(s) prevail(s), except that in the event that there is a conflict between any provision of this Agreement and the Act, and the Act provides that the provision in the Act prevails, then the provision of the Act shall prevail.

39. ENTIRE AGREEMENT

There is no oral and/or written representation, warranty, collateral Agreement or condition affecting this Agreement or the Unit, or supported hereby, except as set forth herein in writing. Without limiting the generality of the foregoing, the Purchaser

acknowledges that there has been no representation regarding site lines and view from the Purchaser's commercial unit; the Vendor shall not be responsible for any misrepresentation made by any sales person, representative or agent (and that any sales person, representative or agent shall be deemed to be the agent of the Purchaser); and the Purchaser has familiarized itself with the costs associated with the ownership and operation of the Unit by making appropriate inquiries to municipal authorities, its financial advisors and to applicable utility and service providers.

40. APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY

This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario. If more than one individual, partnership and/or company comprises the Purchaser, then all of the covenants, obligations and agreements of the Purchaser herein shall be deemed and construed to be the joint and several covenants, obligations and agreements of all the individuals, partnerships and companies comprising the Purchaser.

41. DEPOSIT RECEIPT

The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, without liability or claim, in the Purchaser's name, place and stead, in order to execute any documentation related to any Condominium Deposit Insurance (and related documents) issued by any other insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act and in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time. The Purchaser hereby confirms and agrees that the power of attorney granted herein may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

42. ELECTRONIC DOCUMENTATION

- (a) The Purchaser acknowledges that the Vendor may require all or any portion of the transaction contemplated in this Agreement be completed "electronically" as contemplated in the Electronic Commerce Act, 2000, S.O. 2000, c. 17, as amended and any similar/successor legislation (the "EC Act"). The Purchaser consents and agrees to use, provide and/or accept information and documentation in electronic form, all as and when and the manner prescribed by the Vendor in its sole and unfettered discretion, including, without limitation, accepting and providing electronic signatures, delivery by electronic mail, by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website and/or by the Purchaser providing to the Vendor or its solicitor information and documentation in electronic form. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.
- (b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmission of funds.
- (c) If electronic registration of documentation at the applicable Land Registry Office is in effect on the Unit Transfer Date and if the Vendor requires that the transaction be completed electronically, the following provisions shall prevail:
 - (a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada (LSUC) to represent the Purchaser for the closing. The Purchaser will authorize its solicitor to enter into a Document Registration Agreement on the Vendor's solicitor's standard form (the "Escrow Agreement"). The Escrow Agreement shall be consistent with the requirements of the LSUC.
 - (b) The Purchaser acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement. In the event this transaction is completed electronically, the Purchaser shall pay to the Vendor on the Unit Transfer Date, by way of an adjustment, the cost incurred by the Vendor in respect of such electronic completion, being \$150.00 plus G.S.T.
 - (c) If the closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor or at the appropriate Land Registry Office, as directed by the Vendor's solicitor and at such time as directed by the Vendor's solicitor in order to complete this transaction.
 - (d) Tender shall be validly made by the Vendor when the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors and same shall be satisfactory evidence that the Vendor is ready willing and able to complete the sale transaction and the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser.

43. RESTRICTIONS

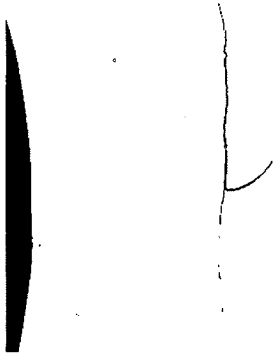
- (a) It is the Vendor's intention that the activities carried out within the Condominium shall be restricted so that that the following activities shall not be carried out within more than one commercial unit at any given time: (for the purposes of this subsection, "one commercial unit" shall include two or more adjacent commercial units on the same Condominium level which are owned by the same registered owner and where the demising wall between such commercial units has been removed or altered so as to create one commercial area)
 - (a) the operation of a retail pharmacy and pharmaceutical dispensary;
 - (b) the operation of x-ray imaging equipment;
 - (c) the operation of magnetic resonance imaging (MRI) equipment;
 - (d) the operation of computed tomography (CT) equipment;
 - (e) the operation of ultrasound imaging equipment;
 - (f) the operation of a medical diagnostic laboratory;
 - (g) the offering of physiotherapy and/or physical rehabilitation services to the public;
 - (h) the offering of massage therapy services to the public;
 - (i) the offering of podiatrist/chiroprapist services to the public;

- (j) the offering of legal services to the public by licensees of the Law Society of Upper Canada; and
 - (k) the offering of dental services to the public by dental professionals licensed by the Royal College of Dental Surgeons or by dental hygienists.
- (b) The nature, scope and extent of the above restrictions, including without limitation, the length of time that such restrictions shall apply to the Condominium's units, may be determined, amended and altered by the Vendor from time to time, without notice to purchasers, and such amendments shall not be construed as material changes to this Disclosure Statement. These restrictions may, in the Vendor's sole and unfettered discretion, be incorporated into the Declaration or the by-laws of the Condominium and/or may be registered on title to the units as restrictive covenants. Purchasers, occupants and owners of units shall, upon the request of the Vendor, forthwith and without delay execute all documents requested by the Vendor to give effect to such restrictions. The Vendor makes no covenant, representation or warranty to purchasers, owners or occupants of units that the above restrictions are validly enforceable or that the Vendor will take any steps to enforce same. The Vendor shall not be liable to purchasers for damages of any kind arising from the Vendor's failure or refusal to enforce any of the restrictions and/or if any of the restrictions are found by a court of competent jurisdiction to be void or unenforceable.

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SCHEDULE "A"
SKETCH OF UNIT

CLIENT TO INSERT



SCHEDULE "B"
VENDOR'S FINISHES

CLIENT TO INSERT

The Purchaser acknowledges and agrees that it is purchasing the Unit in an unfinished state, save as set out above.

Please Note: Materials and specifications are subject to change without notice. E. & O. E.


Purchaser

Purchase 

Vendor 

SCHEDULE "C"

This Agreement is conditional until that date (the "FA Condition Date") that is thirty (30) days following the date of execution of this Agreement by the Vendor and the Purchaser upon the Vendor being satisfied in its absolute and uncontrolled discretion with the financial ability of the Purchaser to complete this transaction. Immediately following such execution of this Agreement, the Purchaser shall deliver to the Vendor such statements and information as the Vendor may require to satisfy itself with respect to the aforementioned including, without limiting the generality of the foregoing, mortgage commitment letters, bank references, audited financial statements and/or confirmations and confirmation of the Purchaser's income. In this regard, the Purchaser acknowledges and agrees that: (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (b) such information may remain on file by the Vendor for future references. If the Vendor is not satisfied with the Purchaser's financial ability to complete this transaction, then the Vendor may require the Purchaser to cause covenantor(s) and/or guarantor(s) satisfactory to the Vendor to execute on or before the FA Condition Date an agreement prepared by the Vendor wherein such person(s) guarantees and/or agrees to perform the Purchaser's obligations described in this Agreement. Failing the Purchaser satisfying the Vendor of his financial ability as aforesaid or providing the aforesaid agreement by the covenantor(s) and/or guarantor(s), the Vendor at its option shall be entitled to terminate this Agreement by giving written notice to the Purchaser on or before the FA Condition Date or such further period thereafter as the Vendor may require whereupon the Vendor shall return the deposit(s) paid by the Purchaser to the Vendor without interest (notwithstanding anything to the contrary in this Agreement) and without deduction. Where the Purchaser is entitled to a refund of his deposits being held by the Escrow Agent, such deposits shall not be released to the Purchaser until a mutual release and termination agreement drawn on the Vendor's form has been duly executed by the Vendor, the Purchaser and the Escrow Agent. The Purchaser covenants and agrees with the Vendor to execute and deliver to the Vendor forthwith such mutual release and termination agreement.

DEPOSITS

Any deposit monies paid by the Purchaser to the Vendor must be made by cheque payable to SIKDER PROFESSIONAL CORPORATION, in Trust (the "Escrow Agent") who shall hold such funds in trust on the express understanding and agreement that when prescribed security for said deposit monies has been provided in accordance with subsection 81(7) of the Condominium Act, 1998, and subsections 22(1) of Ontario Regulation 48/01 thereunder, the Escrow Agent will be entitled to release and disburse said funds to the Vendor (or whomever and in whatsoever manner the Vendor may direct).

SCHEDULE "D"
SUNNY MEADOWS MEDICAL CENTRE

THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE FOLLOWING DOCUMENTS:

1. copy of the Agreement of Purchase and Sale and all schedules attached/referenced therein (to which this Acknowledgement is attached as a Schedule) executed by the Vendor and the Purchaser;
2. copy of the Current Disclosure Statement including the Budget Statement in accordance with the requirements of Section 72 of the Condominium Act, 1998;
3. proposed Declaration;
4. proposed By-Law(s) governing the Corporation;
5. proposed Rules and Regulations;
6. proposed Management Agreement;
7. Plan showing the overall site of the Condominium.

DATED at Toronto, this 27 day of May, 2010.

Witness 



Purchaser

Witness _____

Purchaser _____

SCHEDULE "E"
UNIT AREA SCHEDULE


The purchase price set forth on Page 1 of this Agreement is calculated by multiplying the sum of \$ per square foot by the Unit's Gross Floor Area, being square feet.


The Unit's Gross Floor Area, as described at the top of this Schedule is approximate only. In the event the Unit's actual Gross Floor Area, as constructed and registered as a Condominium unit shall differ from the area described at the top of this Schedule (as determined by an area certificate from the Vendor's architect or surveyor, such certificate to be binding on the parties hereto and to be supplied by the Vendor to the Purchaser prior to the Unit Transfer Date), the purchase price shall be adjusted in accordance with the subsequent paragraph.

If the differential between the Unit's actual Gross Floor Area, as constructed, and the Gross Floor Area described at the top of this Schedule is:

- (a) less than 5%, there shall be no adjustment to the purchase price;
- (b) greater than 5%, there shall be an upwards or downwards adjustment to the purchase price, as appropriate, in accordance with the amount of the differential that is greater than 5%. For example, if the Unit's actual Gross Floor Area, as constructed, is 7% greater than that area described at the top of this Schedule, the purchase price shall be increased by 2%. As a further example, if the Unit's actual Gross Floor Area, as constructed, is 11% less than that area described at the top of this Schedule, the purchase price shall be decreased by 6%.

The Unit's Gross Floor Area, as actually constructed and as certified by the Vendor's surveyor or architect, shall be comprised of the following: (i) the actual area of the Unit as bounded by the exterior surface of the Unit's exterior walls and the centerline of the demising walls and common area walls, all without deduction for shaft(s), chase(s), column(s) and projection(s) and (ii) a proportion of the square footage attributable to any interior common area of the Condominium which benefits or is accessible by the Unit's occupant.

 Purchaser

 Purchaser

Vendor

TAB 35

AGREEMENT OF PURCHASE AND SALE
SUNNY MEADOWS MEDICAL CENTRE

UNIT 323-324, LEVEL 3, as shown on the sketch attached hereto as Schedule "A", Peel Region Standard Condominium Plan No. _____ proposed to be municipally known as 50 Sunny Meadow Boulevard, Brampton, Ontario.

_____ (the "Purchaser") agrees to and with 2012241 ONTARIO LIMITED (the "Vendor"), to purchase the above-described condominium unit(s) and its(their) appurtenant common interest as specified in the Declaration (such above described unit(s) and its(their) appurtenant common interest hereinafter collectively called the "Unit"), subject to the by-laws and rules of the condominium corporation (the "Condominium Corporation") to be created upon the registration of the Declaration and description under the *Condominium Act, 1998*, S.O. 1998, c.19, as amended (the "Act") and situate within a multi-unit commercial building (the "Condominium") on the following terms and conditions:

1. PURCHASE PRICE:

The purchase price of the Unit shall be _____ of lawful money of Canada, said amount being calculated in accordance with Schedule "E", plus G.S.T. as per paragraph 14 herein, payable to the Vendor as follows:

- (a) a sum of Five thousand (\$5,000.00) Dollars by cheque with this Agreement payable to the Escrow Agent, Sikder Professional Corporation in trust, as a deposit to be credited on account of the purchase price on closing;
- (b) further deposits payable as follows and to be credited on account of the purchase price on closing:
 - (a) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (b) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (c) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (d) the further sum of \$ _____ by cheque as a further deposit on _____;
 - (e) the further sum of \$ _____ by cheque as a further deposit on _____.
- (c) the balance of the purchase price, subject to adjustments as provided in this Agreement, shall be paid by certified cheque or bank draft on the Unit Transfer Date (as hereinafter defined).

The Purchaser agrees to deliver to the Vendor post-dated cheques payable to the Escrow Agent in the amounts set out in subparagraph 1(b) upon the execution of this Agreement.

2. CLOSING

- (a) The Purchaser shall occupy the Unit on DEC 15, 2009 (the "Occupancy Date") and the Purchaser acknowledges and agrees that such Occupancy Date may be extended as provided for in this Agreement.
- (b) The purchase and sale of the Unit shall be completed and a transfer of the Unit delivered to the Purchaser in accordance with the terms of this Agreement on a date (the "Unit Transfer Date") that is the later of: (i) the Occupancy Date; and (ii) a date fixed by the Vendor upon which the transfer of the Unit acceptable for registration is delivered to the Purchaser or his solicitor.

PARAGRAPHS 1 TO _____ INCLUSIVE AND THE FOLLOWING SCHEDULES, IF ATTACHED, FORM PART OF THIS AGREEMENT:

- SCHEDULE "A" - SKETCH OF UNIT
- SCHEDULE "B" - VENDOR'S FINISHES
- SCHEDULE "C" - FINANCIAL ABILITY/DEPOSITS
- SCHEDULE "D" - ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE MATERIALS
- SCHEDULE "E" - UNIT AREA SCHEDULE
- SCHEDULE F - MORTGAGE RELEASE

THE PURCHASER ACKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE DISCLOSURE STATEMENT DELIVERED TO HIM BY THE VENDOR PURSUANT TO THE PROVISIONS OF THE ACT. ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS OR REPRESENTATIVES SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT.

Witness: _____
 Purchaser: _____
 Purchaser's Signature: _____
 Date of Birth: _____
 Social Insurance No.: _____
 Address: _____
 Tel. # _____ Cell # _____
 Fax. # _____ Email _____

Witness: _____
 Purchaser: _____
 Purchaser's Signature: _____
 Date of Birth: _____
 Social Insurance No.: _____
 Address: _____
 Tel. # _____ Cell # _____
 Fax. # _____ Email _____

SOLICITORS FOR THE PURCHASER:

The Vendor hereby accepts the above offer.

VENDOR'S SOLICITORS:
 SIKDER PROFESSIONAL CORPORATION
 1620 Albion Road, Suite 306 Toronto, Ontario M9V 4B4
 Attn: Mr. Paltu Kumar Sikder, Solicitor
 Telephone: (416) 740-2957 Fax: (416) 740-2642

2012241 Ontario Limited
 Per: _____
 I have authority to bind the Corporation.

3. DELAY

In the event that the completion of the transaction or the Unit or the common elements should be delayed by reason of strike, lockout, fire, lightning, flood, wind, water, earthquake or other casualty, tempest, riot, war, acts of God, unusual delay by common carrier, unavoidable casualty, non-installation or supply of services, obtaining building and other requisite permits, availability of tradesmen, and/or materials or by any other cause of any kind whether of the foregoing nature or beyond the control of the Vendor acting in a reasonable and prudent business manner, the Vendor shall be permitted such extensions of time as is reasonable under the circumstances and the time for occupancy shall be extended accordingly, and the Vendor shall not be liable to the Purchaser for any costs or damages, direct or indirect, or otherwise by reason of such delay. The Unit shall be deemed to be completed for the purposes of occupancy by the Occupancy Date or any extension thereof when the Vendor determines that the Condominium building is completed sufficient to permit occupancy of the requisite portion of the common areas thereof and the Purchaser agrees that he shall take occupancy of the Unit on the Occupancy Date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. In any event, the Purchaser acknowledges that failure to complete other units within the building in which the Purchaser's Unit is located, or the common elements on or before the Occupancy Date shall not be deemed to be a failure to complete the Unit. If the Vendor should be unable to complete the requisite portion of the common areas of the Condominium building, in which the Unit is located, for occupancy in accordance with this Agreement within the extensions of time herein provided for, the deposits shall be returned to the Purchaser without interest except as may be required by law and the Agreement shall be at an end, and the Vendor shall not be liable to the Purchaser for any costs or damages or otherwise. In such case, the Purchaser shall forthwith execute and complete such documents affecting the title as are necessary for the Vendor to effect a resale of the Unit to another purchaser. The completion of the requisite portion of the common areas of the Condominium building, in which the Unit is located, shall be conclusively established by the Vendor's architect.

The Vendor shall have the right and privilege upon at least thirty (30) days' prior written notice to the Purchaser, of accelerating the Occupancy Date for one or more periods of time not exceeding six months in total.

4. INTERIM OCCUPANCY

- (a) If the requisite portion of the common areas of the Condominium building, in which the Unit is located, are completed sufficient to permit occupancy thereof as determined by the Vendor by the Occupancy Date or any extension thereof then, the Purchaser shall, subject to any other provisions of this Agreement to the contrary, take possession of the Unit until the Unit Transfer Date, upon the terms set forth in Paragraph 5 below (which in such instances shall constitute the occupancy agreement), and/or shall execute at the Vendor's option its standard form of occupancy agreement (either occupancy agreement hereinafter called the "Occupancy Agreement"). In the event of a conflict between any term contained in the Vendor's standard form of occupancy agreement and any term contained in Paragraph 5 hereof, the provisions of the Vendor's standard form of occupancy agreement shall prevail.
- (b) On the Occupancy Date, the Purchaser shall deliver a clear and up-to-date execution certificate in respect of the Purchaser's name from the Land Titles Office or Sheriff's Office in which the Unit is situated, or provide the Vendor's solicitor with such other information and documentation as may be required in order to satisfy the Vendor's solicitor, in its sole discretion, that the Purchaser is not one and the same person as any particular execution debtor named in any particular execution on file in the said office.
- (c) The Purchaser shall pay an occupancy fee (the "Occupancy Fee") monthly, in advance, on the first day of each month, during the period between the Occupancy Date and the Unit Transfer Date, which Occupancy Fee shall be payable pro rata for periods of less than a whole month at the beginning or end of the occupancy period. The Occupancy Fee shall be equal to the maximum amount permitted in section 80(4) of the Act. The Purchaser shall provide any number of postdated cheques with respect to the Occupancy Fee as and when the Vendor may reasonably require same. NO PART OF THE OCCUPANCY FEE SHALL BE CREDITED TOWARDS THE PURCHASE PRICE ON CLOSING NOR SHALL ANY PART THEREOF BE RETURNED TO THE PURCHASER IN THE EVENT THAT ANY DEPOSIT MONIES ARE TO BE RETURNED TO THE PURCHASER BY REASON OF THE TERMINATION OF THIS AGREEMENT. No adjustment shall be made for fluctuations in those items on which the maximum occupancy fee is based other than as required in the Act, save and except as provided for in the following sentences in this subsection. The Vendor reserves the right to charge taxes applicable only to the land to the Purchaser as part of the monthly Occupancy Fee and adjust on the Unit Transfer Date any interim bills paid by the Vendor prior to the Unit Transfer Date. The Purchaser in such event shall still be responsible for all supplementary tax bills resulting from the construction of the Condominium building from and after the confirmed Occupancy Date and all tax bills after Unit Transfer Date applicable to the Unit.
- (d) The Purchaser covenants and agrees to provide the Vendor's solicitor, within thirty (30) days of the date of acceptance of this offer, with an irrevocable direction indicating the manner in which title to the Unit shall be taken on the Unit Transfer Date, setting forth the company name or the full names, birth dates and marital status and social insurance number of the Purchaser and all other parties permitted by the Vendor to take title to the Unit, as well as the address for service to be inserted in the transfer, failing which the Purchaser shall be in default hereunder, and in addition to any other rights and remedies available to the Vendor (either at law or in equity) as a result of such default by the Purchaser, the Vendor shall thereupon be entitled to engross the Unit in the name of the Purchaser as noted on page 1 of this Agreement, and the Purchaser shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the Occupancy Agreement and/or the transfer are so engrossed. If such irrevocable direction directs the Vendor's solicitor to engross title to the Unit in the name of a person(s) or party(ies) other than that of the Purchaser as noted on page 1 of this Agreement, which are permitted by the Vendor in accordance with this Agreement, then the Purchaser agrees to pay, on the Occupancy Date, the Vendor's solicitor's fees, in the amount of \$150.00 plus G.S.T..
- (e) The Purchaser agrees to obtain from the Vendor a time of day during which the Purchaser shall be entitled to move into the Unit and to use the elevator designated for such purposes, if any.

5. THE OCCUPANCY AGREEMENT

During the term of the Occupancy Agreement:

- (a) Subject to the provisions hereof, only the Purchaser shall have the right to occupy the Unit, for commercial purposes only, in accordance with the terms and provisions of the draft Condominium Documents included in the Disclosure Statement, and shall comply with same as if they were the owner of the Unit, and shall maintain and repair same in a clean and slightly manner as would a prudent owner, and the Purchaser acknowledges and agrees that he shall not

- have access to the Unit prior to the Occupancy Date without the Vendor's prior written consent and without being accompanied by a representative of the Vendor;
- (b) The Purchaser agrees not to make any changes, alterations, interior work or additions of any nature whatsoever to the Unit (collectively, the "Unit Alterations") up to and including the Unit Transfer Date unless the Purchaser either:
- (a) enters into an agreement with the Vendor (or a person designated by the Vendor) to source, construct and/or install the Unit Alterations and same shall be sourced, constructed or installed by the Vendor (or a person designated by the Vendor) in accordance with the terms of such agreement; or
 - (b) obtains the written approval of the Vendor to permit the Purchaser itself to construct and install the Unit Alterations, which written approval may be arbitrarily withheld by the Vendor.
- (c) Should the Purchaser desire the Vendor's written approval in accordance with Paragraph 5(b)(b), the Purchaser shall submit to the Vendor detailed plans and drawings prepared by a qualified architect or engineer showing the proposed Interior Alterations (said plans and drawings being suitable for building permit purposes), together with any other documents that the Vendor deems necessary in its sole, absolute and unfettered discretion. The Purchaser shall be liable for all of the Vendor's architect's, engineer's and in-house fees incurred for reviewing the Purchaser's plans, documents and drawings and shall pay such sums forthwith upon demand or as an adjustment on the Unit Transfer Date, in the Vendor's sole discretion.
- (d) Should the Vendor grant its written approval to the performance of the Interior Alterations by the Purchaser, the performance of same shall not be commenced by or on behalf of the Purchaser unless:
- (a) copies of all consents, permits and licences required by any applicable municipal, regulatory or governmental authority and required to permit the performance of the Interior Alterations are delivered to the Vendor;
 - (b) the Purchaser delivers an irrevocable letter of credit in favour of the Vendor in the amount equal to 200% of the costs of the performance of the approved Interior Alterations as a security deposit for construction liens, work performance during the construction period and latent defects, for a minimum of six months after the occupancy permit for the Unit has been issued by the municipality, such letter of credit to be on a form that is acceptable to the Vendor in its sole discretion and drawn by a Canadian Schedule 1 Chartered Bank. It is understood and agreed that the performance of the Interior Alterations shall be estimated by the Vendor in its sole discretion and such estimate shall be conclusive and binding with regards to determining the amount of the letter of credit. The Vendor reserves the right to increase the estimate amount at any time and accordingly, the Purchaser shall provide such additional letters of credit to the Vendor as are necessary to reflect a cumulative value of 200% of the revised estimate;
 - (c) enter into any and all agreement required by the Vendor pertaining to the performance of the Interior Alterations.
- (e) In the event that the Purchaser (or a person on its behalf) begins the performance of Interior Alterations without first complying with Paragraphs 5(c) and 5(d) then, at the sole option of the Vendor, the Occupancy Agreement and this Agreement shall become null and void and all deposit monies shall be forfeited as liquidated damages. The Purchaser shall be liable for and agrees to indemnify and save the Vendor harmless for any damages, costs or expenses incurred by the Vendor as a result of the Purchaser failing to comply with the provisions of the Occupancy Agreement.
- (f) The Purchaser covenants and agrees that any refuse and debris arising from its performance of the Interior Alterations shall be removed by the Purchaser at its sole cost and expense and that such refuse and debris shall be stored within the Unit at all times prior to its removal.
- (g) The Purchaser acknowledges that the as-built Interior Alterations must be reflected on the final architectural and structural drawings for the Condominium. The Purchaser shall pay to the Vendor the Vendor's cost, as estimated by the Vendor, of reflecting the Interior Alterations on the architectural and structural drawings for the Condominium. In the event that an inspection of the Interior Alterations indicate that the same have not been completed in accordance with any plans approved by the Vendor, the Purchaser shall be responsible for the Vendor's expenses in amending the architectural and structural drawings to reflect the Interior Alterations.
- (h) The Purchaser shall pay all telephone, cable television, utility and other expenses for the Unit other than those included as a proposed common expense;
- (i) The Purchaser shall maintain insurance on any decoration, furnishing or improvement to the Unit as well as for third party liability and shall indemnify the Vendor from any damage to property or injury to person within or on the Unit or elsewhere if caused by the Purchaser or any person for whose actions the Purchaser may in law be liable;
- (j) The Purchaser's right to occupy the Unit may be terminated by the Vendor if the Purchaser is in default under this Agreement or the Occupancy Agreement, or if this Agreement has been terminated for any reason. If the Occupancy Agreement or this Agreement is terminated, the Purchaser shall vacate the Unit immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit;
- (k) Subject to the provisions hereof, the Purchaser may not assign or sublet this Occupancy Agreement or otherwise part with possession of the Unit, without the Vendor's prior written consent which consent may be arbitrarily withheld;
- (l) The Vendor shall have the right to enter the Unit at all reasonable times (unless there is an emergency, in which case such right to enter the Unit can be at any time) for the purpose of conducting inspections thereof, for facilitating the registration of the Condominium, and for correcting and completing any outstanding work with respect to the Condominium;
- (m) The Purchaser shall ensure that no construction liens or any other lien affects the Condominium or property of the Condominium or any part thereof, including without limitation the Unit, in respect of materials supplied or work done or to be done by the Purchaser or on behalf of the Purchaser or related to the Purchaser's work and if the Purchaser fails to discharge or cause any such lien to be discharged no later than five (5) days after notice thereof given to the Purchaser, then in addition to any other rights and remedies of the Vendor, the Vendor may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due into court or directly to the lien claimant and the amount so paid and all costs and expenses (including legal costs on a solicitor and his client basis) shall be paid by the Purchaser to the Vendor forthwith on demand; and
- (n) The Purchaser shall be obligated to obtain, at its sole cost and expense, any occupancy permit required by any municipal, governmental or regulatory authority having jurisdiction and shall make it available to the Vendor five (5)

[Handwritten signature]

days prior to any occupancy, business operation or opening. The Purchaser shall not refuse to complete this transaction by reason only that such certificate has not been obtained or is not yet available.

6. CONSTRUCTION AND CHANGES

The Vendor agrees to complete the Unit and common elements in a good and workmanlike manner. The Vendor shall have the right from time to time to make reasonable changes in the opinion of the Vendor if required and any changes required by any relevant governing authority in the plans and specifications of the Unit and the Condominium and every aspect thereof if required and to substitute other material for that provided for under this Agreement or in the plans and specifications of the Unit or the Condominium, provided that such alternative material is of a quality equal to or better than the material hereunder or in the plans and specifications and to complete this transaction notwithstanding same and the Purchaser hereby consents to such changes and substitutions. The Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole and absolute discretion to effect the changes to the Condominium contemplated in the Disclosure Statement, to change the legal description of the Unit and the right to change the Condominium's municipal address or numbering of the Units in terms of unit number and/or level number and the number of units in the Condominium as a result of a combination of units, splitting units, adding additional units, removing units and reducing or increasing the height of the Condominium by reducing or increasing the number of floors of the Condominium and altering the exterior design and features of the Condominium, which the Vendor can effect in its sole and unfettered discretion; provided, however, that the Purchaser's Unit location on the floor-plate and configuration shall not be altered except as provided herein. The Purchaser acknowledges and agrees that the construction timetable for the lands adjacent to and/or nearby the Condominium and the type, character, composition, number of buildings, etc. of the improvements to be constructed thereon will be totally at the discretion and control of the owners thereof. The Purchaser covenants and agrees that in the event that there is a "material change" permitting the Purchaser to rescind this Agreement pursuant to s.74(6) of the Act, then the Purchaser agrees that its only recourse against the Vendor is such right of rescission pursuant to the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

The items set out in Schedule "B" attached hereto are included in the purchase price. The Purchaser acknowledges that he is not relying on any floor area figures indicated in any sales or promotional material or provided by the Vendor's agents. In accordance with the foregoing, and without limiting the generality of the foregoing, all details and dimensions are approximate and are subject to change without notice to the Purchaser. Any reference to ceiling heights in this Agreement or the Schedules attached hereto shall mean the approximate height from unfinished floor slab surface to unfinished ceiling slab surface and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc.. Purchaser is advised that the configuration and area of the Unit may be altered by the addition of ducts to service roof-top HVAC units in the event the Vendor decides, in its sole, absolute and unfettered discretion, to increase the number of floors in the Condominium building and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price. The Purchaser is advised that the configuration, location of entry doors and area of the Unit may be altered if in connection with the finalization of the exterior elevation drawings of the Condominium building the Vendor decides, in its sole, absolute and unfettered discretion, to change the location of the stairwells, elevator shafts or the like and the Purchaser agrees that notwithstanding any such alteration(s) to the configuration, location of entry doors and/or area of the Unit he shall close this transaction and shall not be entitled to an abatement to the purchase price.

The Purchaser acknowledges that the consumption of hydro in the commercial units shall be separately metered on a per unit basis with each commercial unit owner being responsible for the cost of such utility consumed in his unit, in addition to and not part of the common expenses payable by such owner. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date such documentation as is required to facilitate the separate metering and per unit billing of such utilities or any other utilities servicing his unit.

The Purchaser acknowledges that the distance and views from the proposed building shown on any site plan, marketing materials, signs, artists renderings or scale model are approximate only and/or may be modified during construction. The Purchaser acknowledges and agrees that the Vendor may, at its sole, absolute and unfettered discretion, make alterations, changes, additions or deletions to anything, including without limitation any buildings, structures and improvements, included or depicted on such site plan, marketing materials, signs, artists renderings or scale model.

7. WARRANTY

The Vendor covenants that on the Occupancy Date the Vendor will transfer, to the extent they are transferrable, to the Purchaser the benefit of any warranty or guarantee that it may have from a third party contractor or supplier in respect of any construction undertaken by the Vendor in respect of the Unit. The Purchaser agrees to accept any such warranty or guarantee in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the subject land or Unit.

Notwithstanding the foregoing or anything contained in the said warranty, the Purchaser waives any right to any claim against the Vendor for damage to any ceilings or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser.

8. INSPECTION OF UNIT

- (a) The Purchaser shall inspect the Unit immediately prior to the Occupancy Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Vendor's Certificate of Completion and Possession Form (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Unit as complete in accordance with this Agreement. The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) onto the Property until the Purchaser has completed his obligations under this Agreement on the Occupancy Date.
- (b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to give occupancy of the Unit and to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole option, may thereupon either terminate the transaction in accordance with Paragraph 22 herein, or may elect to complete the Certificate on behalf of the Purchaser. The

Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers, without liability or claim, to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

9. DAMAGES BEFORE CLOSING

The Unit, save and except for any contents that may be placed or located in the Unit and any improvements to the Unit made or caused to be made by the Purchaser in accordance with this Agreement, shall be and remain at the risk of the Vendor until the Unit Transfer Date, and pending completion of the sale the Vendor will hold all insurance policies, save and except for any policies relating to the contents in the Unit and to any Purchaser improvements made to the Unit in accordance with this Agreement, and the proceeds thereof in trust for the parties as their interests may appear, and in the event that the Unit or the building of which the Unit forms a part are substantially damaged or destroyed, and the Vendor, in its sole discretion decides that it will not rebuild or repair such damage, then the Vendor may elect to terminate this Agreement and upon returning to the Purchaser the deposit(s) without interest except as may be required by law, the Vendor's liability shall be at an end and the Purchaser shall execute and complete such documents as may be necessary to clear the title to the Unit. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

10. ACCESS BY VENDOR FOR MAINTENANCE AND COMPLETION

- (a) Notwithstanding the transfer of title to the Unit to the Purchaser, or occupancy of the Unit by the Purchaser, the Vendor or its duly authorized agents shall have free access at all reasonable times (unless there is an emergency, in which case such access can be at any time) to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or other units and the common elements in the Condominium or of any servicing or installations in connection with either the Unit or the common elements and this right shall be in addition to any rights and easements in favour of the Vendor under the Act.
- (b) The Purchaser shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold, both in other phases of the condominium, if any, and in other condominium plans, as applicable, the Vendor may make such use for the Condominium as may facilitate such completion and sale, including, but not limited to the maintenance of a sales office, common areas or elements and model units, the showing of unsold units and the display of signs. The Purchaser covenants and agrees for itself and its agents and permitted assigns that they shall not enter the Unit or the common elements prior to the Occupancy Date except as approved or required by the Vendor.

11. ACCEPTANCE OF TITLE BY PURCHASER

The Purchaser agrees that the Unit shall be subject to all registered restrictions and agrees to accept title to the Unit subject to all the rights and easements now registered or to be registered hereafter against the Unit, the common elements and/or the property for the supply and installation of telephone and other communication services, electricity, gas, sewers, water, heating, cooling, television cable or satellite facilities and other usual services; provided that if such rights and easements have not been determined when the Purchaser receives a transfer, such transfer will contain a covenant by the Purchaser to grant such rights and easements and/or confirm same upon the written request of the Vendor, and the Purchaser shall, if requested, execute such transfer or transfers as the Vendor shall require and submit, provided the title is good and free from all encumbrances except:

- (a) as aforesaid;
- (b) the Declaration, Description, and By-Laws, notwithstanding that they may be amended or varied from the proposed Condominium Documents given to the Purchaser when entering this Agreement;
- (c) any development agreements, subdivision agreements, site plan agreements and any other such agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction, applicable by-laws whether registered or not, provided that the Vendor is in compliance thereof;
- (d) any easements, rights-of-way, reciprocal agreements with adjoining lands, encroachment agreements, conditions or covenants that run with the land, and subject to all rights, licences, and easements or agreements now registered or to be registered for the installation and maintenance of any public or other utility including, without limitation, telephone, internet, hydro, gas, sewer, water, heating, cooling, cablevision or satellite and any easements or right of entry for the operation and maintenance of adjacent corporations or lands;
- (e) any easements, rights-of-way, licences, or agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction with respect to future services to be installed;
- (f) temporary easements in favour of the Declarant and/or its affiliates and/or the Declarant's assigned successors for construction and sales of this Condominium and any development in the vicinity thereto;
- (g) official plan and zoning amendments passed by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction;
- (h) any agreement(s) or easement(s) between or among the Vendor on its behalf and on behalf of the owner(s) of improvements constructed or to be constructed on lands in the vicinity of the subject property (including, without limitation, any covenants, restrictions, etc. not to object to re-zoning, etc.);
- (i) any easements, rights-of-way, cost sharing agreements and reciprocal agreements with adjoining lands and/or lands in the vicinity of the Condominium lands;
- (j) Instrument Nos. LT1615145, LT2057426, PR1138739 and PR1591143;
- (k) as herein expressly provided; and
- (l) as to minor breaches in any of the foregoing that have been remedied or are in the process of being remedied as established by a statutory declaration of an officer or director of the Vendor.

The Purchaser agrees that the retention by the relevant authority of security that is satisfactory to such authority intended to guarantee fulfilment of any outstanding obligations under any of the aforementioned agreements shall be deemed to be satisfactory compliance with the terms and provisions of the agreements. It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Unit a release of (or an amendment to) any of the aforementioned easements, development agreements, site plan agreements, subdivision agreements, cost sharing agreements, reciprocal agreements or restrictive covenants, nor shall the Vendor be obliged to have any of the same deleted from the title to the Lands. The Purchaser shall satisfy himself as to the Vendor's due compliance with the provisions of any such agreements, licences, restrictions or easements listed in subparagraphs 11(a) to 11(l) inclusive above. Purchaser further agrees to accept

the Vendor's solicitors' undertaking to discharge any mortgages, debentures, liens or encumbrances (the "Encumbrances") against the Unit or Common Elements that the Purchaser is not assuming and to close notwithstanding such mortgages, liens or encumbrances. In any event, the Vendor shall not be required to discharge the Unit from the Encumbrances until such time as the Purchaser has paid to the Vendor the purchase price for the Unit in full.

The Purchaser acknowledges and agrees that the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any portion of purchase price on the Occupancy Date or on the Unit Transfer Date.

The Purchaser acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser when entering into this Agreement, and in the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement in accordance with the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to such restrictions, easements, covenants or agreements referred to in this Agreement, and in such case the Purchaser shall be required to execute the transfer prior to the Unit Transfer Date, or the Vendor may require that the Purchaser deliver his separate written covenant on the Unit Transfer Date. In the event that the Vendor is not the registered owner of the Unit, the Purchaser agrees to accept a conveyance of title from the registered owner in lieu of the Vendor's.

The Purchaser agrees to accept title to the Unit subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, hydro, gas, sewer, water, cable television, internet access, heating, cooling, satellite facilities and other usual services, as well as any rights, easements and interests in land that do not materially affect the use of the Unit for commercial purposes reserved by the Vendor. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements.

The Purchaser further agrees to accept title from the registered owner of the Unit and to accept such owner's title covenants in lieu of the Vendor's in the event that the Vendor is not the registered owner of the Unit on the Unit Transfer Date. The Vendor shall be entitled to insert in the transfer/deed of land specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to in this Agreement and, in such case, the Purchaser may be required to execute the transfer/deed of land prior to the Unit Transfer Date and the Vendor may require, in addition, that the Purchaser deliver his separate written covenant on the Unit Transfer Date.

12. VENDOR'S COVENANTS

The Vendor hereby covenants as follows:

- (a) to take all reasonable steps to deliver to the Purchaser a registrable deed or transfer of the Unit without delay; and
- (b) to hold in trust for the Condominium Corporation the money, if any, that the Vendor collects from the Purchaser on behalf of the Condominium Corporation.

The covenants of the Vendor in this paragraph contained shall constitute the covenants of the Vendor pursuant to subsection 78(1) of the Act and are hereby understood and agreed to be the extent of the Vendor's obligations in that regard and it is understood and agreed that there are no further obligations or covenants in that regard other than those specifically stated above.

13. EXAMINATION OF TITLE BY PURCHASER

The Purchaser shall not call for the production of any title deeds or abstracts of title, survey sketch or other proof or evidence of title, nor have furnished any copies thereof. The Purchaser shall be allowed until TEN (10) days prior to the Unit Transfer Date to examine the title at his own expense. If within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit money shall be returned to the Purchaser without interest except as may be required by law and without deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objections so made within such time the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned.

14. ADJUSTMENTS ON CLOSING

The balance due on the Occupancy Date shall be adjusted on the Occupancy Date (or adjusted on the Unit Transfer Date if so required by the Vendor) as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement (plus G.S.T. where applicable) which shall include, without limiting the generality of the foregoing, the following:

- (a) Assessments prepaid or owing for contribution towards the common expenses, and/or reserve fund and any other prepaid or current expense, such as gas, electricity, fuel, water, heating, cooling, etc., which shall be adjusted by attributing to the Purchaser's Unit its share of such expenses, as determined by its common interest, and any charges paid by the Vendor to a utility supplier (including, without limitation, any local distribution company or any independent energy retailing company) which is attributable to the unit, including any charges (which may include, without limitation, security deposits) specifically for the connection or energization of water, gas, hydro, heating or cooling or the installations of a meter for same and the cost of such meters, unless such charges are included in common expenses. If any of such charges are bulk billed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) below;
- (b) an amount equal to that estimated by the Vendor to be payable by the Purchaser for the Purchaser's Unit contribution towards the common expenses and/or reserve fund of the Condominium Corporation for a period of TWO (2) months, which sum shall be paid directly to the Condominium Corporation on closing and credited by the Condominium Corporation to the Purchaser. Such sum, or part thereof, forming part of the reserve fund shall be in addition to any

common expenses otherwise payable to the Condominium Corporation. The Purchaser agrees to deliver a series of twelve post-dated cheques in an amount estimated by the Vendor to be payable monthly to the Condominium Corporation on account of common expenses;

- (c) realty taxes (including local improvement rates) on the Purchaser's Unit, and said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Occupancy Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. If realty taxes are owing for a period when the Condominium was assessed and taxed as one structure and not as individual units, then the adjustment of realty taxes shall include an amount calculated to attribute a portion of such realty taxes owing on the Condominium to the Purchaser's Unit based on its common interest or alternately, equally among all of the commercial units or in such other manner as the Vendor may elect, acting reasonably. Alternately and at the Vendor's option realty taxes shall not be adjusted until individual unit assessments have been made;
- (d) the costs in respect of the provision and installation of hydro meters in the amount of \$400.00 plus G.S.T.;
- (e) the Purchaser shall reimburse the Vendor \$50.00 plus G.S.T. on closing for the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada;
- (f) all deposits paid to the Vendor hereunder, together with interest to be paid/credited to the Purchaser in accordance with the provisions of the Act;
- (g) a \$250.00 plus G.S.T. administrative fee shall be charged to the Purchaser for any cheque paid for a deposit or for the monthly occupancy fee which is not honoured or accepted for any reason, including a cheque returned N.S.F. or upon which a "stop payment" has been ordered;
- (h) if the Purchaser is not a resident of Canada for the purposes of the Income Tax Act, Canada (the "ITA"), the Vendor shall be entitled to withhold and remit to the Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of his deposits paid hereunder, in accordance with the ITA;
- (i) the Purchaser shall reimburse the Vendor \$300.00 plus G.S.T. in respect of all forms of evidence of compliance pursuant to subsection 81(6) of the Act that have been delivered to the Purchaser, such costs representing the administration fees charged by the Vendor's Solicitor to the Vendor;
- (j) the amount of any development charge(s) or levies and/or education development charge and/or sewer impost charge and/or park charges or levies and/or any service connection charges, check meter and/or any fees, levies, charges or assessments (notwithstanding that same may be paid prior to the Unit Transfer Date or following) assessed against or attributable to the Unit (or assessed against the development or Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), whether imposed under the *Development Charges Act, 1997*, S.O. 1997, as amended from time to time, and the *Education Act, R.S.O. 1990*, as amended from time to time, or otherwise under any other relevant legislation or authority. If such charges, levies, fees or assessments are assessed against the Property as a whole and not against the Unit, then the Purchaser shall pay to the Vendor a proportionate reimbursement of such amounts equivalent to the proportionate common interest allocation attributable to the Unit;
- (k) the cost in respect of the provision of a status certificate in the amount of \$100.00 plus G.S.T.;
- (l) if requested by the Vendor or the Hydro Provider (as defined below), the Purchaser agrees to enter into or assume a contract with the provider of hydro and/or the party monitoring consumption of same to the Unit (the "Hydro Provider"), on the Hydro Provider's form, for the provision and/or metering of hydro services to the Unit. The fees (including any security deposit) for such hydro services shall be adjusted for the month of closing with the Purchaser being responsible for such costs from and after the Occupancy Date; and
- (m) the cost in respect of the provision of an area certificate in accordance with Schedule "E", plus G.S.T.;

If any of the adjustments to be made on the Occupancy Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Purchaser agrees with the Vendor to pay all monies payable under this Agreement in the manner directed by the Vendor or its solicitor.

If (a) there is an increase after the date of execution of this Agreement by the Purchaser in any levy, development charge, education development charge, impost charge, fee or assessment (collectively, the "Existing Levy") imposed as of that date by the municipality, regional municipality, the public or separate school board or any other authority having jurisdiction, or (b) any of the aforesaid authorities impose a new or any other levy, development charge or education development charge, impost charge, fee or assessment (collectively referred to as the "New Levy") under the Development Charges Act, the Education Act, or any other legislation of a similar nature after the date of execution of this Agreement then, the Purchaser shall pay the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Unit Transfer Date plus any goods and services tax exigible thereon. If the increase to the Existing Levy or the amount of the New Levy is assessed against, charged or imposed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportionate reimbursement on the adjustments apportioned among the commercial units as contemplated in 14(c) above.

The parties acknowledge and agree that the Purchase Price is exclusive of the Federal Goods and Services Tax (the "G.S.T.") exigible against the herein transaction pursuant to the *Excise Tax Act*. The Government of Ontario has announced its intention to harmonize the Ontario Retail Sales Tax with the G.S.T. (the "HST") to take effect from July 1, 2010. The GST and the HST, if applicable, shall be in addition to and not included in the Purchase Price. The Purchaser shall deliver to the Vendor on the Unit Transfer Date a certified cheque in the amount of the G.S.T. and H.S.T. payable by it in connection with this transaction. The Purchaser agrees that he shall be liable and shall pay HST on all closing adjustments that are subject to HST at the time of closing.

If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and any applicable taxes shall be paid on the closing date by the Purchaser.

In the event that the Vendor, as a pre-requisite to the procurement and provision of any utility service to the Condominium is required to pay or provide any public utility authority or service supplier with cash security or a letter of credit (hereinafter the "Utility Security Deposit"), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Deposit from the Purchaser, by charging the Purchaser in the Statement of Adjustments with that portion of the Utility Security Deposit, which proportion is calculated by multiplying the Utility Security Deposit by the common interest percentage allocation referable to the Unit, as set forth in the declaration.

15. MANAGEMENT OF THE PROPERTY

The Vendor or a management company to be named by the Vendor shall manage the Condominium. The Vendor or the management company shall enter into a management agreement with the Condominium Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly common expense charge.

16. CONDOMINIUM DOCUMENTS - DISCLOSURE STATEMENT

The Purchaser acknowledges receipt of the Disclosure Statement which has been delivered by the Vendor to the Purchaser in accordance with the provisions of the Act and the regulations passed thereunder.

17. MODIFICATION OF CONDOMINIUM DOCUMENTS

The Vendor shall have the right from time to time prior to the Unit Transfer Date or any extension thereof to modify the proposed Condominium Documents, being comprised of the disclosure statement with the accompanying declaration, by-laws and rules, and/or to provide such additional material and information, to comply with the requirements of the Act, as may be amended from time to time, the Ministry of Consumer and Business Services or any other ministry, the Office of Land Titles, the City of Toronto, or other authorities, agencies or commissions having jurisdiction.

The Purchaser also acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser. In the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement to be exercised by the Purchaser within ten (10) days of the Purchaser receiving notice of such material change, and the Purchaser may not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

18. AGREEMENT CONDITIONAL

This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of Section 50 of the Planning Act of Ontario, and amendments thereto.

19. AGREEMENT NOT TO BE REGISTERED

The Purchaser acknowledges this Agreement confers a personal right only and not any interest in the Unit or property and that the registration against title of any notice or caution or other reference to this Agreement or his or her interest is likely to cause inconvenience and prejudice to the Vendor and other unit purchasers, for example, by impeding financing and the registration of the Condominium. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all Vendor's costs and expense in obtaining it including, but not limited to, fees of its solicitors on a solicitor and client basis together with any G.S.T. thereon. Additionally, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

20. PURCHASER SELLING OR ASSIGNING

The Purchaser covenants not to offer, list or advertise for sale, lease, transfer or assignment, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit) until after the Unit Transfer Date and the Vendor having received payment of all of the purchase price, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. As a condition of giving its consent the assignee/transferee will be required to execute and deliver to the Vendor the Vendor's standard form of assumption agreement and to pay to the Vendor on the date of execution and delivery of the assumption agreement the Vendor's administration and processing fee (which shall be determined by the Vendor in its sole and unfettered discretion) plus G.S.T., together with any other applicable fees, including the Vendor's solicitor's fees. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein and in no event shall the Purchaser list or cause to be listed the Unit for sale, lease or otherwise on a listing service system including, without limitation, the Multiple Listing Service ("MLS"). The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply.

21. TENDER

Subject to the provisions of sub-paragraph 42(c)(d), below, any tender of documents or money may be made upon the parties hereto or upon their respective solicitors, and in the absence of any other mutually acceptable arrangement confirmed in writing by (or on behalf of) both parties, tender by the Vendor will be deemed to be good and valid if the Vendor (or his solicitor) attends at the Land Registry Office during hours that such office is open to the public and in which the title to the Unit is registered on the Occupancy Date and/or the Unit Transfer Date (as the case may be) ready, willing and able to complete this transaction. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Unit Transfer Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with paragraph 11 hereof in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered by way of a bank draft or certified cheque drawn on a Canadian Chartered bank, trust company or Province of Ontario Savings Office. The Purchaser further acknowledges and agrees that the key(s) to the Unit may be released to him directly from the sale office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents from each party hereto to the other, and the Vendor shall not be required to provide any key(s) as part of any tender made by it.

22. DEFAULT BY THE PURCHASER

It shall be deemed to be a default of the Purchaser under this Agreement if the Purchaser registers any instrument against title to the Unit other than the transfer to be delivered by the Vendor, or if any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser is charged against or affects the Unit.

If any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for FIVE (5) days after written notice thereof is given to the Purchaser or his solicitor, then the Vendor may retain all monies paid without prejudice to any other rights of the Vendor and the Vendor may thereupon cancel this Agreement. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. Any monies owing to the Vendor (a) pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof; or (b) as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement, shall bear interest at the rate of twenty-four (24%) percent per annum, calculated daily, not in advance, from the date of default with respect to any monetary default and from the date of written demand with respect to the aforesaid expenses.

In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or other relationship as a defence to such liability.

In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with the Act and this Agreement, the Purchaser acknowledges that the Vendor shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect and the Purchaser further acknowledges that this provision may be pleaded by the Vendor as a complete defence to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.

23. EXTENSION AND TERMINATION

- (a) If the Vendor cannot give possession of the Unit to the Purchaser by the Occupancy Date as described in paragraph 2(a) of this Agreement because additional time is required to render it or the requisite portion of the common areas of the Condominium building, in which the Unit is located, sufficiently complete to permit occupancy as required or contemplated in paragraph 4 hereof, then the Vendor shall be entitled to extend the Occupancy Date, one or more times as the Vendor may require, by notice in writing given as soon as reasonably possible prior to the Occupancy Date (or extended Occupancy Date, as the case may be), provided however that all extensions of the Occupancy Date shall not exceed 24 months in the aggregate. If the requisite portion of the common areas of Condominium building, in which the Unit is located, are not completed to permit occupancy thereof within 24 months of the originally scheduled Occupancy Date, then unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and all deposits thereupon be returned to the Purchaser, without deduction and without interest, unless otherwise provided for by the Act, in which event the Vendor shall be entitled to deduct from such interest payable to the Purchaser pursuant to the Act a reasonable administrative fee, determined solely by the Vendor, not to exceed the interest payable pursuant to the Act.
- (b) If, notwithstanding all reasonable steps taken by the Vendor, the Condominium is not registered within 24 months after the Occupancy Date (as extended), then, unless the parties hereto otherwise agree in writing, this Agreement shall be terminated, and the Vendor, based upon this provision, may seek to enforce such termination by court order, in the manner provided by the Act. If this Agreement is so terminated, all deposits shall thereupon be returned to the Purchaser, without deduction and with all interest accrued thereon at the rate prescribed by the Act.
- (c) Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor. In the event that this Agreement is so terminated in accordance of 23(a) or 23(b) above, then the Purchaser's sole remedy and recourse against the Vendor shall be for the recovery of its deposits paid to date, less the aforementioned administration fee and, without limitation, the Purchaser covenants and agrees not to claim against the Vendor for any costs or damages.

24. AGREEMENT NOT TO MERGE WITH TRANSFER

All of the covenants, warranties and obligations contained in this Agreement to be performed by the Purchaser shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Unit to the Purchaser. It is provided that in the event of a breach of any covenant, warranty or obligation contained in this Agreement to be performed by the Purchaser, the Vendor shall be entitled, at its option, to declare this Agreement null and void and to retain all amounts paid by the Purchaser without prejudice to any other rights of the Vendor arising from that breach.

25. WAIVER

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived.

The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement and/or has distributed the Disclosure Statement as a trustee or agent for an undisclosed beneficiary or principal, whether or not so stated herein, that there shall be no liability on such undisclosed beneficiary or principal and that the only recourse or remedy that the Purchaser shall have on default by the Vendor herein and/or in respect of the Disclosure Statement is against the Vendor and the property that is the subject of this Agreement, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law or equity.

26. SUBORDINATION OF AGREEMENT

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the property or lands and also to the registration of all condominium documents. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents as may be reasonably required by the Vendor from time to time to give effect to this undertaking and in this regard the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for the purpose of signing all documents and doing all things necessary to implement this provision.

27. ACCEPTANCE

This Offer by the Purchaser when accepted by the Vendor shall constitute a binding agreement of purchase and sale without requiring notice of such acceptance to be delivered to the Purchaser prior to such time.

28. TIME OF ESSENCE

Time shall in all respects be strictly of the essence of this Agreement and no extension of time for any payment by the Purchaser or rectification of any breach of any agreement, stipulations, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor or the Purchaser, as the case may be.

29. PREPARATION AND COST OF REGISTERING DOCUMENTS

The Transfer is to be prepared by the Vendor on the Vendor's standard form. In the event that the Purchaser requests more than one transfer for the Unit, the Purchaser shall pay to the Vendor deed fees in the amount of \$200.00 plus G.S.T. for each additional transfer. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules, and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$100.00 plus G.S.T in total, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Property is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

30. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, or beyond the powers or capacity of the parties hereto, then provided such provision is not, in the Vendor's sole opinion, essential or fundamental to the completion of this transaction, such provision shall be deemed and construed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

31. NOTICE

- (a) Any notice, document or information desired or required to be given or provided to the Purchaser shall be in writing or in electronic form, and either delivered personally or by ordinary mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided in this Agreement, or telefaxed to the Purchaser's solicitor, or electronically mailed to either the Purchaser or to the Purchaser's solicitor at the electronic mail address(es) provided to the Vendor in accordance with this Agreement or made available for access or download on a website, the address for which (and any applicable login ID, password, etc. required to access same) the Purchaser or his solicitor has been given notice of. If such notice, etc. is mailed, it shall be deemed to have been received by the Purchaser on the third (3rd) Business Day (any day excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the date of transmission if a Business Day or on the next following Business Day, and if electronically mailed, same shall be deemed to have been received on the date of electronic mailing if a Business Day or on the next following Business Day, and if made available on a website on the date of same being made available if a Business Day or on the next following Business Day
- (b) Any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the third (3rd) Business Day following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax. Any document or information required by the Vendor to be provided electronically by the Purchaser in the manner prescribed by the Vendor shall be deemed provided on the day thereof if sent before 2:00pm on a Business Day or on the next following Business Day.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the designated place in this Agreement, and forthwith upon request by the Vendor: (i) the Purchaser's electronic mail address; and/or (ii) the Purchaser's solicitor's electronic mail address.

Provided that during periods of postal interruption or impending postal interruption, notice may not be sent by mail and must be sent by personal delivery, telefax or electronic mail in accordance with sub-paragraphs 31(a) and 31(b) above.

32. CONDITIONS

- (a) The completion of this Agreement is conditional upon satisfaction of the following requirements on or before December 1, 2009 (the "Condition Date") which Condition Date may be extended by the Vendor for three successive periods of three months each, failing which this Agreement shall be terminated and the Purchaser shall be entitled to the return of its deposits without deduction upon the execution and delivery to the Vendor of a mutual release and termination agreement on the Vendor's form:
- (a) The Vendor obtaining minor variances, or zoning amendments as may be necessary to permit the construction of the Unit and the proposed building, obtaining site plan approval, the execution of a site plan agreement(s), subdivision agreement(s) or a development agreement(s), or an encroachment agreement(s) if required, between the Vendor and the relevant municipal corporation allowing for the development of the Condominium and all other buildings, structures and improvements contemplated for the entire site, of which the Condominium is a part, and approval by the relevant municipal corporation of the plans and drawings required to permit the construction of the building of which the Unit forms a part, pursuant to the provisions of the aforementioned agreements and/or the Planning Act, Ontario, and without the said approval being subject to any conditions which are, in the Vendor's sole, exclusive, subjective and unreviewable discretion unduly onerous or unacceptable for any reason including without limitation, the availability and issuance of a building permit for the construction of the Condominium; and

- (b) the Vendor being satisfied in its sole and absolute discretion with the economic feasibility and viability of this sale of the Unit to the Purchaser and of constructing and marketing for sale the Condominium in which the Unit is situate.
- (b) The Vendor and Purchaser agree that the Vendor may at its sole and unfettered discretion, extend the Condition Date as provided in subparagraph 32(a). The Purchaser acknowledges that the Condition Date shall be deemed extended for the periods set forth in subparagraph 32(a) in the event that the Vendor does not give notice to the contrary to the Purchaser or his solicitor on or before the Condition Date as may be extended.
- (c) The Purchaser acknowledges that the conditions set forth in this paragraph 32 are for the sole benefit of the Vendor and may be waived by the Vendor at its sole option at any time or times in whole or in part. In the event that the Conditional Date and the extension period of three successive periods of three months each have passed and the Vendor has not given notice to the Purchaser or his solicitor that the conditions set forth in subparagraph 32(a) have not been satisfied and that the Agreement is terminated then the conditions set forth in this paragraph 32 shall be deemed satisfied and waived by the Vendor. The Vendor shall not be required to provide the Purchaser with particulars as to why any one or more of the aforementioned requirements have not been satisfied on or before the Condition Date (as may be extended) in the event that the Vendor terminates this Agreement.

33. NOTICES

- (a) The Purchaser agrees that the relevant governing authorities may require the Vendor to provide the Purchaser with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, garbage and school pick-up. The Purchaser agrees to provide the Vendor upon demand with written confirmation of receipt of such notices in the form and when required by the Vendor, either before or after the Unit Transfer Date and such written confirmation shall constitute full compliance with the Vendor's obligation to provide such notice(s) as and when required by the relevant governing authorities. Without limiting the generality of the foregoing, to the extent that any notices are provided to the Purchaser by the Vendor after the Agreement has been made, such notice shall be deemed to have been included in this Agreement at the time that this Agreement has been made.
- (b) The Vendor hereby advises the Purchaser that noise transmission between units due to floor finishings, sound systems and other matters and the use of the garbage disposal chutes and elevators may cause annoyance to the owners and tenants, as the case may be. The Purchaser acknowledges that he is aware that the noise transmission may cause annoyance to occupants and hereby waives and releases any claims that the Purchaser may have against the Vendor for such annoyance or nuisance or otherwise.
- (c) Purchasers are advised that any noise or vibration attenuation measures or features are not to be tampered with or altered and that the owner(s) of the property in question from time to time shall have the sole responsibility for and shall maintain those measures.
- (d) Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building units, noise levels may continue to be of concern, occasionally interfering with some activities of the building occupants, the Purchaser acknowledging that it has familiarized itself with the existing and permitted land uses in the area of the Condominium and all facets of which are or may be considered a nuisance. The Purchaser acknowledges that the nature of new building construction is such that some discomfort may result from the Vendor's operations relating to the construction of the Condominium and accordingly, the Purchaser agrees that it shall not object to or interfere with the Vendor's construction operations.
- (e) The Purchaser acknowledges receipt of notice from the Vendor that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may apply for re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments with respect to the lands on which the Condominium is to be constructed and/or the lands adjacent to or near the Condominium and the Purchaser, the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zonings, severances, part lot control exempting by-laws, minor variances or official plan amendments. The Purchaser further acknowledges that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor may make any such application without any further notice to the Purchaser or the Purchaser's successors and assigns. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Unit and to assign the benefit of such covenant to the Vendor. The Vendor shall have the right to remove any objection(s) made by the Purchaser, the Purchaser's successors and assigns, with respect to any such application and the Purchaser shall reimburse the Vendor for all legal fees, expenses and costs that it incurs as a result of such objection(s).
- (f) The Purchaser covenants and agrees that he will not object to nor oppose any amendment to or change in the zoning and/or site plan requirements, or oppose any other applications by the Vendor (or any other corporation or entity associated, related or affiliated with the Declarant) to any board, tribunal or municipal or provincial body relating to or affecting the development of this Condominium, or other lands of the Vendor (or such other entity) in the vicinity of the Condominium. The Purchaser acknowledges that a covenant, restriction and/or notice to this effect may be registered on title to the Unit or the property of the Condominium on closing.
- (g) The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's name, corporate name and "personal information" (as such term is defined in the *Personal Information Protection and Electronic Documents Act 2000*, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents to the Vendor using, releasing, disclosing and/or retaining on file the Purchaser's name, corporate name and personal information to: (A) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities; (B) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit; (C) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (D) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes.
- (h) The Purchaser acknowledges that because of the construction of the Condominium there will be a certain amount of noise inherent in this construction, there will be dust and other debris which may accumulate and the Purchaser agrees

that it will not interfere with construction of the Condominium by the Vendor's trades, as they carry on their work, either with respect to the Condominium or the Unit.

- (i) Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the Unit occupants as the sound levels exceed the Ministry of the Environment's noise criteria. In order to maintain a suitable indoor noise environment, occupants may wish to keep exterior windows closed.
- (j) The Purchaser acknowledges that this Agreement is conditional, upon the Vendor being satisfied in its sole, absolute and subjective discretion, with the terms, conditions and every aspect of this Agreement. The Vendor shall have fifteen (15) days from the date of acceptance of this Agreement by the Vendor as set out on page 1 hereof to provide written notice to the Purchaser to the address set out on page 1 hereof to terminate this Agreement for any reason whatsoever failing which the Vendor shall be deemed to have waived this condition and this Agreement shall be firm and binding. In the event that this Agreement is terminated in accordance with the foregoing, the Purchaser shall be entitled to the return of all deposit cheques delivered to the Vendor that have not been negotiated, together with any deposits paid and any applicable interest thereon in accordance with the Act. The Purchaser acknowledges and agrees that in respect of the Purchaser's initial deposit cheque, statutory interest shall accrue at the prescribed rate from the next banking day following the expiry of the Purchaser's statutory ten (10) day rescission period. The Purchaser acknowledges that this condition is included for the sole benefit of the Vendor and may be waived by the Vendor at its sole option, at any time.
- (k) Purchasers/tenants are advised that despite the inclusion of noise control features within this development area and within the building units, noise levels from increasing road traffic on nearby public highways may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise level exceeds the Ministry of the Environment and Energy noise criteria.
- (l) Purchasers/tenants are advised that due to the proximity of this development to nearby residential facilities, sound levels from the facilities and construction thereof may at times be audible.
- (m) The Purchasers/tenants are advised that his/her unit may be subject to noise, odour, traffic and such other problems, from the commercial units located in the Condominium. The Purchaser/tenant does hereby acknowledge that they he/she is aware of this matter at the time of purchasing the Unit and confirms that he/she does not have, nor will they have any objection, whatsoever. The Purchaser/tenant of the Unit is advised that noise and odour levels from the commercial units located in the Condominium, may continue to be of concern, occasionally interfering with some activities of the Unit occupants as the noise and odour exposure levels may exceed the criteria established by the relevant governing authorities.
- (n) The Purchaser/tenant hereby unconditionally acknowledges that he/she is aware of the above matters and warning clauses and the notices set out in this Agreement and confirms that he/she does not object, in any manner whatsoever, to any of these matters and warning clauses nor to any of the notices set out in this Agreement nor will he/she be entitled to raise any objections with respect to the above matters and warning clauses or notices set out in this Agreement at a future date.
- (o) The Purchaser acknowledges and agrees that the notices and warning clauses set out in this Agreement and any additional notices and warning clauses as referred to in section 33(a) above may be registered on title to the Unit and may be included in the Declaration when registered, at the sole and absolute discretion of the Vendor.

34. GENDER AND NUMBER

This Offer and its acceptance are to be read with all changes of gender and number as may be required by the context.

35. SUCCESSORS AND ASSIGNS

Except as expressly herein provided, the parties hereto further agree that the covenants, agreements, provisos and conditions in this Agreement contained shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

36. POWER OF ATTORNEY

- (a) In accordance with the provisions of the *Substitute Decisions Act, 1992*, S.O. 1992, Chapter 30 and the *Powers of Attorney Act R.S.O. 1990*, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers, etc. may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.
- (b) If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person shall be registered in the Land Titles Office for the Condominium, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to his or her attorney).

37. HEADINGS

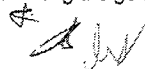
The headings to the clauses of this Agreement form no part of the agreement but shall be deemed to be inserted for convenience of reference only.

38. MEANING OF WORDS

Words or terms defined in the Act and the regulations made thereunder, as amended and used in this Agreement shall have the meanings ascribed to them in the Act unless the context herein otherwise requires. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which of the conflicting term(s) prevail(s), except that in the event that there is a conflict between any provision of this Agreement and the Act, and the Act provides that the provision in the Act prevails, then the provision of the Act shall prevail.

39. ENTIRE AGREEMENT

There is no oral and/or written representation, warranty, collateral Agreement or condition affecting this Agreement or the Unit, or supported hereby, except as set forth herein in writing. Without limiting the generality of the foregoing, the Purchaser



acknowledges that; there has been no representation regarding site lines and view from the Purchaser's commercial unit; the Vendor shall not be responsible for any misrepresentation made by any sales person, representative or agent (and that any sales person, representative or agent shall be deemed to be the agent of the Purchaser); and the Purchaser has familiarized itself with the costs associated with the ownership and operation of the Unit by making appropriate inquiries to municipal authorities, its financial advisors and to applicable utility and service providers.

40. APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY

This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario. If more than one individual, partnership and/or company comprises the Purchaser, then all of the covenants, obligations and agreements of the Purchaser herein shall be deemed and construed to be the joint and several covenants, obligations and agreements of all the individuals, partnerships and companies comprising the Purchaser.

41. DEPOSIT RECEIPT

The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, without liability or claim, in the Purchaser's name, place and stead, in order to execute any documentation related to any Condominium Deposit Insurance (and related documents) issued by any other insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act and in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time. The Purchaser hereby confirms and agrees that the power of attorney granted herein may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

42. ELECTRONIC DOCUMENTATION

- (a) The Purchaser acknowledges that the Vendor may require all or any portion of the transaction contemplated in this Agreement be completed "electronically" as contemplated in the Electronic Commerce Act, 2000, S.O. 2000, c. 17, as amended and any similar/successor legislation (the "EC Act"). The Purchaser consents and agrees to use, provide and/or accept information and documentation in electronic form, all as and when and the manner prescribed by the Vendor in its sole and unfettered discretion, including, without limitation, accepting and providing electronic signatures, delivery by electronic mail, by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website and/or by the Purchaser providing to the Vendor or its solicitor information and documentation in electronic form. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.
- (b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmission of funds.
- (c) If electronic registration of documentation at the applicable Land Registry Office is in effect on the Unit Transfer Date and if the Vendor requires that the transaction be completed electronically, the following provisions shall prevail:
- (a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada (LSUC) to represent the Purchaser for the closing. The Purchaser will authorize its solicitor to enter into a Document Registration Agreement on the Vendor's solicitor's standard form (the "Escrow Agreement"). The Escrow Agreement shall be consistent with the requirements of the LSUC.
- (b) The Purchaser acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement. In the event this transaction is completed electronically, the Purchaser shall pay to the Vendor on the Unit Transfer Date, by way of an adjustment, the cost incurred by the Vendor in respect of such electronic completion, being \$150.00 plus G.S.T.
- (c) If the closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor or at the appropriate Land Registry Office, as directed by the Vendor's solicitor and at such time as directed by the Vendor's solicitor in order to complete this transaction.
- (d) Tender shall be validly made by the Vendor when the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors and same shall be satisfactory evidence that the Vendor is ready willing and able to complete the sale transaction and the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser.

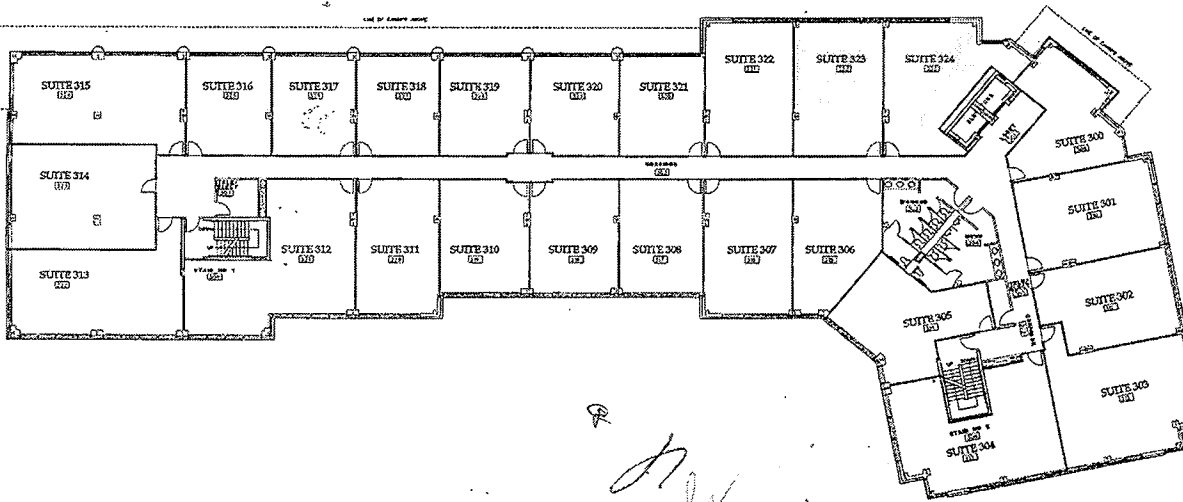
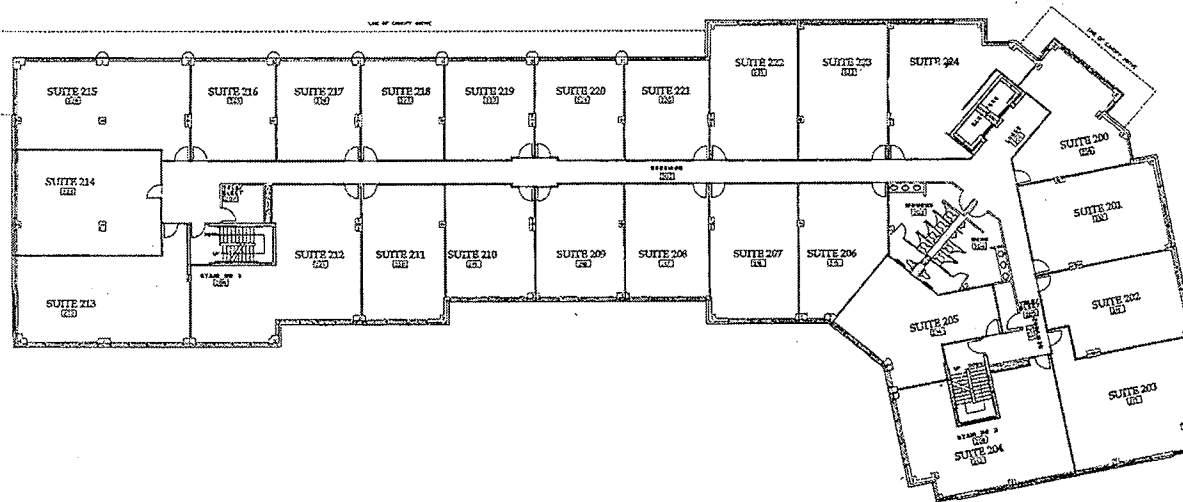
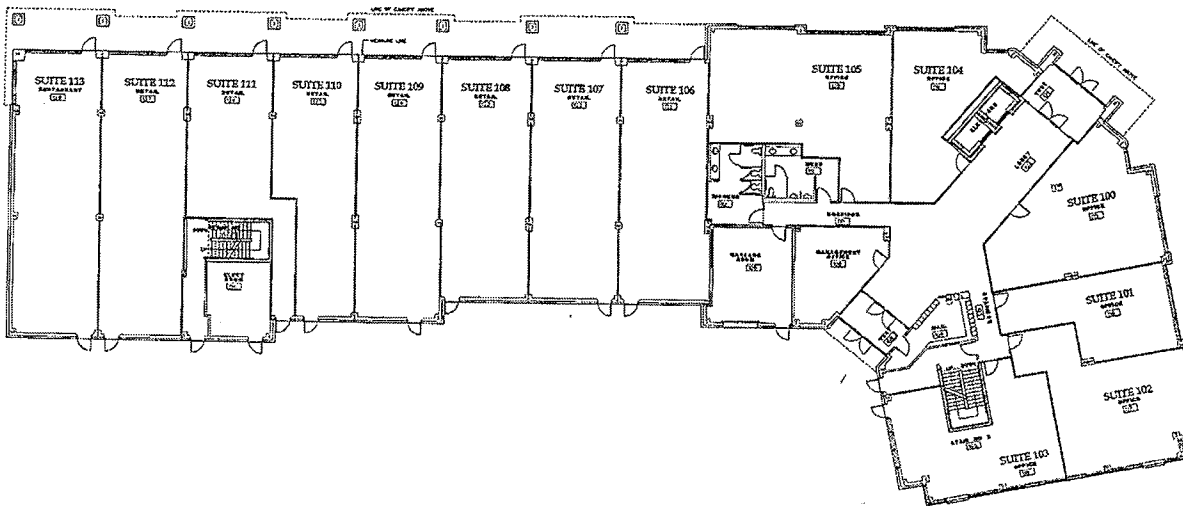
43. RESTRICTIONS

- (a) It is the Vendor's intention that the activities carried out within the Condominium shall be restricted so that the following activities shall not be carried out within more than one commercial unit at any given time: (for the purposes of this subsection, "one commercial unit" shall include two or more adjacent commercial units on the same Condominium level which are owned by the same registered owner and where the demising wall between such commercial units has been removed or altered so as to create one commercial area)
- (a) the operation of a retail pharmacy and pharmaceutical dispensary;
- (b) the operation of x-ray imaging equipment;
- (c) the operation of magnetic resonance imaging (MRI) equipment;
- (d) the operation of computed tomography (CT) equipment;
- (e) the operation of ultrasound imaging equipment;
- (f) the operation of a medical diagnostic laboratory;
- (g) the offering of physiotherapy and/or physical rehabilitation services to the public;
- (h) the offering of massage therapy services to the public;
- (i) the offering of podiatrist/chiroprapist services to the public;

- (j) the offering of legal services to the public by licensees of the Law Society of Upper Canada; and
 - (k) the offering of dental services to the public by dental professionals licenced by the Royal College of Dental Surgeons or by dental hygienists.
- (b) The nature, scope and extent of the above restrictions, including without limitation, the length of time that such restrictions shall apply to the Condominium's units, may be determined, amended and altered by the Vendor from time to time, without notice to purchasers, and such amendments shall not be construed as material changes to this Disclosure Statement. These restrictions may, in the Vendor's sole and unfettered discretion, be incorporated into the Declaration or the by-laws of the Condominium and/or may be registered on title to the units as restrictive covenants. Purchasers, occupants and owners of units shall, upon the request of the Vendor, forthwith and without delay execute all documents requested by the Vendor to give effect to such restrictions. The Vendor makes no covenant, representation or warranty to purchasers, owners or occupants of units that the above restrictions are validly enforceable or that the Vendor will take any steps to enforce same. The Vendor shall not be liable to purchasers for damages of any kind arising from the Vendor's failure or refusal to enforce any of the restrictions and/or if any of the restrictions are found by a court of competent jurisdiction to be void or unenforceable.



SCHEDULE "A"
SKETCH OF UNIT



Handwritten signature or initials

SCHEDULE "B"
VENDOR'S FINISHES

WALLS

- Inside the unit will be Gypsum board finished and taped ready to be primed.
- No Floor finishes and no ceiling
- Sound insulated double drywall partition walls for sound and fire barriers

DOORS

- One, 7 foot aluminum, individually keyed entry door for pedestrian access.
- Color matched architectural door closures.

ELECTRICAL

- Each Unit individually metered for electricity usage.
- Sound insulated double drywall partition walls for sound and fire barriers

HEATING / VENTILATION

- Each Unit will have pump heating and cooling

PLUMBING


- Each unit will have rough-ins for a toilet
- Retail units Suite 106 to 113 will have rough-in for a two piece washroom
- Wet columns for additional plumbing hooks-ups.

SPRINKLERS

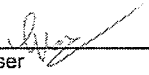
- Sprinklers as per drawings

The Purchaser acknowledges and agrees that it is purchasing the Unit in an unfinished state, save as set out above.

Please Note: Materials and specifications are subject to change without notice. E. & O. E.



Purchaser



Purchaser



Vendor

SCHEDULE "C"

This Agreement is conditional until that date (the "FA Condition Date") that is thirty (30) days following the date of execution of this Agreement by the Vendor and the Purchaser upon the Vendor being satisfied in its absolute and uncontrolled discretion with the financial ability of the Purchaser to complete this transaction. Immediately following such execution of this Agreement, the Purchaser shall deliver to the Vendor such statements and information as the Vendor may require to satisfy itself with respect to the aforementioned including, without limiting the generality of the foregoing, mortgage commitment letters, bank references, audited financial statements and/or confirmations and confirmation of the Purchaser's income. In this regard, the Purchaser acknowledges and agrees that: (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (b) such information may remain on file by the Vendor for future references. If the Vendor is not satisfied with the Purchaser's financial ability to complete this transaction, then the Vendor may require the Purchaser to cause such covenantor(s) and/or guarantor(s) satisfactory to the Vendor to execute on or before the FA Condition Date an agreement prepared by the Vendor wherein such person(s) guarantees and/or agrees to perform the Purchaser's obligations described in this Agreement. Failing the Purchaser satisfying the Vendor of his financial ability as aforesaid or providing the aforesaid agreement by the covenantor(s) and/or guarantor(s), the Vendor at its option shall be entitled to terminate this Agreement by giving written notice to the Purchaser on or before the FA Condition Date or such further period thereafter as the Vendor may require whereupon the Vendor shall return the deposit(s) paid by the Purchaser to the Vendor without interest (notwithstanding anything to the contrary in this Agreement) and without deduction. Where the Purchaser is entitled to a refund of his deposits being held by the Escrow Agent, such deposits shall not be released to the Purchaser until a mutual release and termination agreement drawn on the Vendor's form has been duly executed by the Vendor, the Purchaser and the Escrow Agent. The Purchaser covenants and agrees with the Vendor to execute and deliver to the Vendor forthwith such mutual release and termination agreement

DEPOSITS

Any deposit monies paid by the Purchaser to the Vendor must be made by cheque payable to SIKDER PROFESSIONAL CORPORATION, In Trust (the "Escrow Agent") who shall hold such funds in trust on the express understanding and agreement that when prescribed security for said deposit monies has been provided in accordance with subsection 81(7) of the Condominium Act, 1998, and subsections 22(1) of Ontario Regulation 48/01 thereunder, the Escrow Agent will be entitled to release and disburse said funds to the Vendor (or whomever and in whatsoever manner the Vendor may direct).



SCHEDULE "D"
SUNNY MEADOWS MEDICAL CENTRE

THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE FOLLOWING DOCUMENTS:

1. copy of the Agreement of Purchase and Sale and all schedules attached/referenced therein (to which this Acknowledgement is attached as a Schedule) executed by the Vendor and the Purchaser;
2. copy of the Current Disclosure Statement including the Budget Statement in accordance with the requirements of Section 72 of the Condominium Act, 1998;
3. proposed Declaration;
4. proposed By-Law(s) governing the Corporation;
5. proposed Rules and Regulations;
6. proposed Management Agreement;
7. Plan showing the overall site of the Condominium.

DATED at BRAMPTON, this 24th day of June, 2009.

[Handwritten Signature]
Witness


Purchaser

[Handwritten Signature]
Witness


Purchaser

[Handwritten Signature]

**SCHEDULE "E"
UNIT AREA SCHEDULE**

The purchase price set forth on Page 1 of this Agreement is calculated by multiplying the sum of \$ per square foot by the Unit's Gross Floor Area, being 1500 square feet.

The Unit's Gross Floor Area, as described at the top of this Schedule is approximate only. In the event the Unit's actual Gross Floor Area, as constructed and registered as a Condominium unit shall differ from the area described at the top of this Schedule (as determined by an area certificate from the Vendor's architect or surveyor, such certificate to be binding on the parties hereto and to be supplied by the Vendor to the Purchaser prior to the Unit Transfer Date), the purchase price shall be adjustment in accordance with the subsequent paragraph.

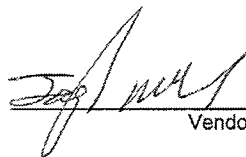
If the differential between the Unit's actual Gross Floor Area, as constructed, and the Gross Floor Area described at the top of this Schedule is:

- (a) less than 5%, there shall be no adjustment to the purchase price;
- (b) greater than 5%, there shall be an upwards or downwards adjustment to the purchase price, as appropriate, in accordance with the amount of the differential that is greater than 5%. For example, if the Unit's actual Gross Floor Area, as constructed, is 7% greater than that area described at the top of this Schedule, the purchase price shall be increased by 2%. As a further example, if the Unit's actual Gross Floor Area, as constructed, is 11% less than that area described at the top of this Schedule, the purchase price shall be decreased by 6%.

The Unit's Gross Floor Area, as actually constructed and as certified by the Vendor's surveyor or architect, shall be comprised of the following: (i) the actual area of the Unit as bounded by the exterior surface of the Unit's exterior walls and the centerline of the demising walls and common area walls, all without deduction for shaft(s), chase(s), column(s) and projection(s) and (ii) a proportion of the square footage attributable to any interior common area of the Condominium which benefits or is accessible by the Unit's occupant.


Purchaser


Purchaser


Vendor

SCHEDULE "F"
MUTUAL RELEASE

We, the Buyer and the Seller in the above noted transaction hereby acknowledge that the Previous described transaction dated: MARCH 17, 2009 is Terminated and released each other and the brokerage in the proposed transaction, from all liabilities, covenants, obligations, claim. And sums of money arising out of the previous Agreement of Purchase and sale, together with any rights and causes of actions that each party may have had against the other and/or the Brokerage, and we direct the deposit holder to disburse the deposit to the new agreement of purchase deal executed on JAN 20, 2009.

Dated this 20th day of Jan, 2009

Signed, Sealed and delivered in the presence of:

[Signature]
(Witness)
[Signature]
(Witness)

In WITNESS whereof I have hereunto set my hand and seal:

[Redacted Signature]
(Buyer)
[Redacted Signature]
(Buyer)

Signed, Sealed and delivered in the presence of:

[Signature]
(Witness)
[Signature]
(Witness)

In WITNESS whereof I have hereunto set my hand and seal:

[Signature]
(Seller)
[Signature]
(Seller)

FIRM CAPITAL MORTGAGE FUND INC.

- and -

2012241 ONTARIO LIMITED

Applicant

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

**APPENDIX "E" TO FIRST REPORT OF
RECEIVER DELOITTE & TOUCHE INC.
(VOL. 3 of 3)**

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
Scotia Plaza, 40 King St. W.
Toronto, ON, M5H 3Y4

John D. Marshall (LSUC# 16960Q)

Tel: (416) 367-6024

Fax: (416) 361-2763

Lawyers for Receiver Deloitte & Touche Inc.