

DUPLICATE

Number B-890373

CERTIFICATE OF RECEIPT

JAN 20 1986 3:20

[Signature]
AST. DEP. LAND REGISTRAR
L. I. METRO TORONTO No. 66

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of <u>56</u> pages
(3) Property Identifier(s)	Block	Property
(4) Nature of Document Application to Register Notice of an Unregistered Estate, Right, Interest or Equity (Section 74 of the Land Titles Act)		
(5) Consideration Mutual Covenants Dollars \$		
(6) Description In the City of Toronto, in the Municipality of Metropolitan Toronto, and being composed of: All of the units and common elements comprising the property included in Metropolitan Toronto Condominium Plan No. 690, and being the Common Elements and General Index and Property Parcel Index for Metropolitan Toronto Condominium Plan No. 690, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66)		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input checked="" type="checkbox"/> Other <input type="checkbox"/>

(8) This Document provides as follows:

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 690, the registered owner of the above lands, HEREBY applies under Section 74 of the Land Titles Act for the entry of a Notice of an Agreement made as of the 6th day of December, 1985 among Harbourfront Corporation, Olympia & York Developments Limited and Metropolitan Toronto Condominium Corporation No. 690, in the register for the above lands.

The evidence in support of the application consists of:

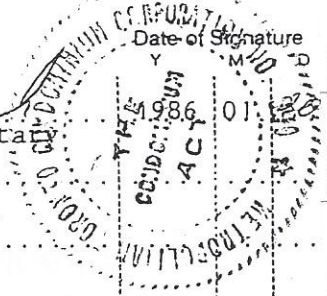
- 1) an executed copy of the agreement; and
- 2) the affidavit of Alan J. Frank.

Continued on Schedule

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

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

Name(s)	Signature(s)	Date of Signature Y M D
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 690 (applicant)	<i>Alan J. Frank</i> Alan J. Frank - Secretary	01 10 86



(11) Address for Service

211 Queen's Quay West, Toronto, Ontario, M5J 2M6, Attn: Property Manager

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

Name(s)	Signature(s)	Date of Signature Y M D
HARBOURFRONT CORPORATION		
OLYMPIA & YORK DEVELOPMENTS LIMITED		

(13) Address for Service

See Schedule, Pages 22 and 23

(14) Municipal Address of Property

211 Queen's Quay West
Toronto, Ontario
M5J 2M6

(15) Document Prepared by:

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 690
211 Queen's Quay West
Toronto, Ontario M5J 2M6
Attn: Alan J. Frank, Secretary

Fees and Tax

Registration Fee	
Total	

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

LAND TITLES ACT

AFFIDAVIT IN SUPPORT OF APPLICATION
FOR ENTRY OF NOTICE

(Section 74 of the Act)

I, ALAN J. FRANK, of the City of Toronto, in the Municipality of Metropolitan Toronto, make oath and say as follows:

1. I am the secretary of Metropolitan Toronto Condominium Corporation No. 690, the applicant named in the attached application for entry of a Notice of an Agreement under Section 74 of the Land Titles Act.

2. The particulars of the said applicant's interest in the land are as set out in executed copy of the Agreement annexed hereto, and relate to the use, operation, maintenance, repair, service, reconstruction, if necessary, and the sharing of responsibilities and costs for mutual services and easements required by each of the parties thereto.

SWORN BEFORE ME at the)
)
City of Toronto, in)
)
the Municipality of)
)
Metropolitan Toronto)
)
this 20th day of)
)
January, 1986)



ALAN J. FRANK


A Commissioner, etc.

RECIPROCAL AGREEMENT

THIS AGREEMENT made as of the 6th day of December, 1985.

A M O N G:

HARBOURFRONT CORPORATION, a corporation incorporated under the laws of the Province of Ontario,

(hereinafter sometimes called "Harbourfront")

OF THE FIRST PART

- and -

OLYMPIA & YORK DEVELOPMENTS LIMITED, a corporation incorporated under the laws of the Province of Ontario,

(hereinafter sometimes called "Olympia")

OF THE SECOND PART

- and -

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 690, a corporation created upon the registration of a Declaration and Description pursuant to the Condominium Act, R.S.O. 1980, c. 84, as amended,

(hereinafter called the "Condominium Corporation")

OF THE THIRD PART

W H E R E A S:

1. It has been agreed that the meanings and definitions to be ascribed to certain words and phrases shall be as follows:

(a) "Act" means the Condominium Act, R.S.O. 1980, chapter 84, and any amendments and regulations thereto;

(b) "Agreement" means this agreement including all of the schedules which are annexed hereto, any subsequent amendments and any documents which are referred to and stipulated to form a part of this Agreement;

(c) "Auditorium" means the Auditorium Lands and that part of the Building located thereon and therein together with all easements and appurtenances thereto (and which at the date hereof contains a stage theatre operated by Harbourfront and known as the "Premier Dance Theatre");

(d) "Auditorium Lands" means the lands described in Schedule "A";

(e) "Auditorium Owner" means the owner of the Auditorium;

(f) "Board of Experts" means the arbitrators designated pursuant to Article XI hereof;

(g) "Building" means collectively the Commercial Structure, the Residential Structure and the Auditorium;

(h) "Building Insurance" means the insurance described and referred to in paragraphs 6.1(a) and (b);

(i) "Building Owner" means any of the Auditorium Owner, the Landlord, the Tenant, the Commercial Owner after termination of the Lease, the Condominium

Corporation, and after Termination, the Residential Owners as tenants in common of the Residential Structure, as the context may require;

(j) "Commercial Owner" means the owner of the Commercial Structure or any part thereof;

(k) "Commercial Lands" means the lands described in Schedule "B" excluding the Auditorium Lands;

(l) "Commercial Structure" means the Commercial Lands and that part of the Building located thereon and therein together with all easements and appurtenances thereto (being also the premises demised in the Lease);

(m) "Contracting Owners" means all of the Building Owners and all of the Residential Owners;

(n) "Easements" means those easements, rights of way and rights in the nature of easements described in paragraphs 2.1, 2.2 and 2.3;

(o) "Force Majeure" means war or other catastrophe, act of the Queen's enemies, riot or insurrection, strike, lockout, or labour disturbance, inability to obtain materials, goods, equipment, services or utilities required, or any law, municipal by-law, governmental regulation or order, or inability to obtain any permission or authority required to be obtained;

(p) "Insurance Trust Agreement" means the insurance trust agreement intended to be entered into by the parties hereto substantially in the form annexed hereto as Schedule "C" (which does not, however, include Schedule "C" intended to be annexed to the Insurance Trust Agreement);

(q) "Insurance Trustee" means the insurance trustee appointed in accordance with the Insurance Trust Agreement;

(r) "Landlord" means the landlord of the Commercial Structure under the Lease;

(s) "Lease" means the lease of the Commercial Structure by the Landlord to the Tenant;

(t) "Liability Insurance" means the insurance described and referred to in paragraphs 6.2(a) and (b);

(u) "Major Change" means any structural alteration, structural addition, structural change or structural improvement to the Building, or the demolition or partial demolition of the Building, or any part thereof, or any alteration, addition, change or improvement (other than minor changes in details) which affect or relate to the exterior of the Building, exterior signage, the roof, Shared Service Facilities, the Easements, or the landscape treatment of the lands surrounding the Building; provided that restoration or repair following damage or destruction (where the original plans and specifications are substantially re-utilized) shall not constitute a Major Change within the meaning of Article VIII;

(v) "Prime Rate" means the rate of interest that is declared by the First Canadian Place branch of the Bank of Montreal in Toronto, Ontario, to be the rate of interest charged by that Bank to its largest commercial borrowers of the highest credit standing for unsecured Canadian dollar loans in Canada, payable on demand, in effect from time to time and the declaration by the said Bank of Montreal branch shall be final and conclusive, and if that Bank is unwilling to declare a prime rate, the Prime Rate shall be deemed to be the most recently available prime rate declared prior thereto;

(w) "Replacement Value" means the cost of repairing, replacing, or restoring the Building or any portion thereof or property therein, with materials of like kind and quality on the same or a similar site without deduction for physical deterioration or any other depreciation, and including differences made necessary by building code requirements;

(x) "Residential Lands" means the lands described in Schedule "D";

(y) "Residential Owner" means the owner of a Unit;

(z) "Residential Parking Facilities" means that portion of the third (3rd) floor of the Commercial Structure over which the Residential Owners have an easement for vehicular ingress, egress and parking together with the entrances, exits, lanes and traffic surfaces, garage doors, ingress and egress ramps, curbs, driveways, walkways, windows, lighting, heating, air conditioning and ventilating equipment, and any other equipment or apparatus used in respect to the foregoing;

(aa) "Residential Structure" means the Residential Lands and that part of the Building located thereon and therein together with all easements and appurtenances thereto which constitute the Common Elements of the Condominium Corporation;

(bb) "Service Facilities" includes every service, utility, facility and system which now or in the future is exclusively utilized or exclusively required by any one of the Building Owners, and without restricting the generality of the foregoing, shall include mechanical, plumbing, telephone, communication, electrical, gas, air conditioning and heating systems, water system, waste disposal system, fire alarm protection system, mechanical system, sanitary sewer system, ventilation shaft, any pipes, wires, cables, conduits or shafts required for any of the foregoing systems;

(cc) "Shared Service Facilities Costs" includes the costs of supplying, operating, maintaining, repairing, replacing or insuring the Shared Service Facilities and any other costs related to the Shared Service Facilities;

(dd) "Shared Service Facilities" includes every service, utility, facility and system now set out in Schedule "E" or which may be added to Schedule "E" pursuant to the provisions of Section 3.5, and without restricting the generality of the foregoing, shall include Support Facilities, and mechanical, plumbing, telephone, communication, electrical, gas, air conditioning and heating systems, water system, waste disposal system, fire alarm protection system, mechanical system, sanitary sewer system, ventilation shafts, any pipes, wires, cables, conduits or shafts required for any of the foregoing systems, stairways, loading area and service elevator, together with all equipment, chattels and materials used in conjunction therewith;

(ee) "Structure" means any of the Commercial Structure, the Auditorium or the Residential Structure as the context may require;

(ff) "Support Facilities" means those elements or aspects of the Building located within a Structure which are necessary and required to furnish adequate support to another Structure including all of the Easements so that use and enjoyment by the Structure which requires and is entitled to such support and Easements is not in any material way adversely affected;

(gg) "Tenant" means the tenant of the Commercial Structure under the Lease;

(hh) "Termination" means termination in accordance with the Act of the government or application of the Act to the Residential Structure.

2. Olympia has constructed improvements and additions to a building municipally known as 207 and 211 Queen's Quay West, Toronto, resulting in the Building.

3. Harbourfront is the registered owner and holds legal title to the Auditorium.

4. By the Lease, Harbourfront, as Landlord, has leased the Commercial Lands to Olympia, as Tenant.

5. The Condominium Corporation was created by the registration of the Declaration and Description with respect to the Residential Lands in accordance with the provisions of the Act.

6. All the parties hereto wish to obtain the benefit of the provisions and to assume the obligations and restrictions contained in this Reciprocal Agreement as appurtenant to each of their respective Structures.

7. All of the parties hereto are entering into this Agreement to provide, without limitation, for the use, operation, maintenance, repair, service, reconstruction, if necessary, and the sharing of responsibilities and costs for mutual services within the Building, the disposition of insurance and expropriation proceeds, the sharing, if necessary, of realty taxes and other governmental and municipal charges, the Easements required by each of the parties and to set forth certain other agreements of the parties relating to the Building and the sharing of other responsibilities and costs.

NOW THEREFORE in consideration of the mutual terms, covenants and provisions herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

Other Definitions, Interpretation, Schedules

1.1 Other Definitions

All capitalized words used herein which are hereinbefore or hereafter defined shall have ascribed to them the meanings and definitions hereinbefore or hereafter set out and all capitalized words used herein not otherwise hereinbefore or hereafter specifically defined shall have ascribed to them the meanings defined or attributed thereto in the Act, and shall have reference to the Condominium Corporation.

1.2 Interpretation

This Agreement shall be interpreted and construed in accordance with the following provisions:

(a) The captions and table of contents are inserted for convenience of reference only and in no way define, limit, enlarge or affect the scope of or intent of this Agreement or its interpretation;

(b) The invalidity or unenforceability of any provision of this Agreement or any covenant herein shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained, but shall be deemed to be severable, except where such invalid or unenforceable provision or covenant is expressed to be a condition or have a conditional operation;

(c) No supplement, modification or waiver of or under this Agreement shall be binding unless executed in writing by the party to be bound thereby, and no waiver by a party of any provision of this Agreement shall be deemed or shall constitute a waiver by such party of any other provision or constitute a continuing waiver unless otherwise expressly provided;

(d) All the terms and provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns (but this shall not permit or imply any permission enabling any party to assign its rights under this Agreement except pursuant to the express provisions of this Agreement).

1.3 Schedules

The schedules to this Agreement comprise part hereof, and are identified as follows:

- "A" - Description of the Auditorium Lands
- "B" - Description of the Commercial Lands
- "C" - Insurance Trust Agreement
- "D" - Description of the Residential Lands
- "E" - Shared Service Facilities
- "F" - Harbourfront Notice
- "G" - Acknowledgement and Covenant

ARTICLE II

Easements

2.1 General Easements for Repair and Maintenance

Each of the Building Owners hereby transfers in perpetuity to each of the others of them non-exclusive easements, subject to the conditions provided in this Agreement, over the Structure of the respective transferor of such easement and for the benefit of the Structure of the respective transferee of such easement, for the purpose of maintaining, using, operating, repairing, replacing and inspecting all or any part of Service Facilities of each of the respective transferees of such easement or all or any part of Shared Service Facilities.

2.2 General Easement of Support

Each of the Building Owners hereby transfers in perpetuity to each of the others of them non-exclusive easements, subject to the conditions provided in this Agreement, over the Structure of the respective transferor of such easement and for the benefit of the Structure of the respective transferee of such easement, for support of the Structure of each of the respective transferees of such easement.

2.3 General Easement of Access

Each of the Building Owners hereby transfers in perpetuity to each of the others of them non-exclusive easements, subject to the conditions provided in this Agreement, over the Structure of the respective transferor of such easement and for the benefit of the Structure of the respective transferee of such easement for the purpose of:

(a) allowing each of the transferees of such easement, in the exercise of their respective rights and performance of their respective duties under this Agreement, to have all necessary and reasonable access together with supplies, machinery, equipment, servants, agents and workmen, to the Structure of the transferee of such easement that can only be reached by crossing, travelling or drilling through the Structure of the transferor of such easement; and

(b) allowing emergency fire route access over the corridors and stairs, in compliance with applicable fire regulations, of the Structures of each of the transferors of such easement.

2.4 Regulation of Easements

(a) The enjoyment or use at any time of the Easements shall be subject to such reasonable regulations and rules, as may be imposed from time to time by the transferor of any such Easements, including but not limited to regulations and rules, concerning the times of, notice of and manner in which such Easements are to be enjoyed.

(b) In exercising their rights to the Easements, the transferee of any Easements shall act in a prudent and reasonable manner so as to minimize the interference occasioned to any other Building Owners by the use of any Easements.

2.5 Obligations to Restore

In the event that damage or inconvenience is caused to the Structure of the transferor of any Easements as the result of the exercise of the transferee's right to such Easements, the Building Owner that caused or is responsible for the damage or inconvenience shall repair the damage or remedy the cause of the inconvenience forthwith, and such repair shall include any redecoration necessary to restore the damaged Structure to its previous condition.

ARTICLE III

Shared Service Facilities

3.1 Maintenance, Repair and Replacement

All the Building Owners confirm and acknowledge their understanding that certain work in connection with the operation, maintenance, repair and replacement of various portions of the Building and of the Shared Service Facilities will benefit the Building Owners to varying degrees. All the Building Owners acknowledge and accept their respective responsibilities set forth in Schedule "E" for the performance of maintenance, operation, repair, replacement and the proportion in which the cost of performing such maintenance, operation, repair or replacement is to be allocated to a Building Owner; and each Building Owner agrees to promptly perform its respective obligation allocated in Schedule "E".

3.2 Discretionary Payment

Each Building Owner shall be entitled to review all bills, invoices and receipts relating to any Shared Service Facilities to which such Building Owner is being asked to contribute. It is agreed, however, that the Building Owner primarily responsible for arranging for the performance of such service as allocated in Schedule "E" shall have reasonable discretion with regards to the means of performing such services. It is therefore acknowledged and agreed that the amount of any cost actually paid or incurred by any Building Owner for any work so performed shall not be challenged by any other Building Owner unless such cost has been clearly demonstrated to be substantially in excess of the reasonable costs which would properly have been paid had such Building Owner primarily responsible for arranging for same, exercised due diligence in the performance of such work.

3.3 Prompt Payment of Shared Service Facilities Costs

Each Building Owner shall promptly pay its share of the Shared Service Facilities Costs as allocated in Schedule "E" when request is made by any requesting Building Owner which is required to perform same pursuant to Schedule "E", and any cost or expense incurred in the collection of such costs, including all legal expenses incurred on a solicitor and his client basis, shall be the sole liability of the Building Owner who has omitted or neglected to pay same promptly when requested, and in addition, such defaulting Building Owner shall be solely liable for any interest or penalty charges incurred as a result of it not remitting any payment or charge promptly when due.

3.4 Re-adjustment of Shared Service Facilities

(a) Those Building Owners sharing the cost of any item in Schedule "E" are entitled to agree in writing as between them to adjust either their respective allocations of cost sharing of any item or to vary the responsibility of which of them is primarily responsible to perform the work or carry out the service of any item in Schedule "E".

(b) Those Building Owners incurring costs for any item not then included in Schedule "E" shall be entitled to agree in writing to include such item in Schedule "E" and to designate the allocation among themselves of the cost of such item and which of them will be primarily liable to perform the work or service.

(c) In either of the situations described in sub-paragraphs 3.4(a) or (b), upon notice being given to all of the remaining Building Owners, Schedule "E" to this Agreement shall thereby be deemed to be amended in accordance with such written agreement.

3.5 Disputes in Allocation of Shared Service Facilities

(a) Any Building Owner (the "Disputing Party") who:

(i) is incurring or obliged to contribute to the costs of any item in Schedule "E", or

- (ii) wishes to add to, or vary any item in Schedule "E", or
- (iii) wishes to vary the allocation of the cost of any item in Schedule "E", or
- (iv) wishes to vary which of them is primarily liable to perform or carry out the service for any item in Schedule "E", shall first give written notice to all of the other Building Owners affected by the item or matter sought to be varied or added, and if such other Building Owners and the Disputing Party cannot agree on the variation or addition requested by the Disputing Party within thirty (30) days of the giving of such notice, then the Disputing Party may apply to have the request for variation or addition determined by the Board of Experts. Until the request is finally determined by the Board of Experts, the Disputing Party shall continue to pay all amounts required to be paid by it in accordance with Schedule "E". The Building Owners shall continue to be governed by the provisions of Schedule "E" and following the determination by the Board of Experts, the appropriate payments and reimbursements among the Building Owners shall be made forthwith to recognize and give effect to variations or additions to Schedule "E" required to be made based on the decision of the Board of Experts.

3.6 Termination of Harbourfront Obligations

In this paragraph 3.6 "Current Lease" means the Lease so long as it has not been terminated and after termination of the Lease any other lease from time to time of the entire Commercial Structure.

(a) Notwithstanding anything contained in this Article III or elsewhere in this Agreement, it is agreed that Harbourfront shall be entitled to give a notice in the form of Schedule "F" hereto (the "Harbourfront Notice") to the other Building Owners within two (2) years after termination of the Current Lease. If Harbourfront gives the Harbourfront Notice, then Harbourfront agrees that, as vendor, it shall not later than ninety (90) days after the giving of the Harbourfront Notice and for a consideration of Ten (\$10.00) Dollars, sell, transfer, convey and assign all its right, title and interest in and to the Building to the Condominium Corporation or, if Termination has occurred, to the Residential Owners as tenants in common. The Condominium Corporation, or the Residential Owners, as the case may be, as purchaser, shall pay such consideration and purchase and acquire all of the right, title and interest of Harbourfront in the Building accordingly. The date upon which the said right, title and interest of Harbourfront is transferred, conveyed and assigned is hereinafter referred to as the "Completion Date". The right, title and interest of Harbourfront in the Building which is sold, transferred, conveyed and assigned shall be a fee simple interest and shall be:

(i) free and clear and unencumbered by any mortgage, charge, encumbrance or lien of any kind whatsoever; and

(ii) subject to no leases, licences or other rights of occupancy other than those created by the Tenant under and permitted pursuant to the Lease.

(b) All realty taxes, insurance premiums, utilities and rentals shall be apportioned and adjusted on the Completion Date as between the vendor and the purchaser.

(c) Assignments of leases, rentals, covenants for further assurances, and any other documents reasonably required in the circumstances as between the vendor and purchaser, shall be entered into and delivered on the Completion Date.

(d) From and after the Completion Date, Harbourfront shall be released of and from all obligations to make or pay for any contribution to the repair, maintenance or restoration of Support Facilities which have not already been carried out and in addition from all other obligations under this Agreement arising subsequent to the Completion Date.

(e) The provisions of this paragraph 3.6 are for the sole benefit of Harbourfront alone and shall not enure to the benefit of its successors or assigns.

ARTICLE IV

Compliance with Agreement

4.1 By Building Owners

The Building Owners covenant and agree to comply with all of the provisions contained in this Agreement and that they will not authorize or permit with respect to their respective Structures any breach of this Agreement by any occupant, visitor, guest, servant, agent, tenant, or Residential Owner.

4.2 By Residential Owners

(a) The Residential Owners agree that they shall exercise their right to vote to authorize and direct the Condominium Corporation and its Board of Directors to carry out, comply with and perform all of the obligations and covenants contained in this Agreement including the obligation of the Condominium Corporation to pay all amounts required to be paid by it under this Agreement.

(b) No Residential Owner shall transfer his Unit unless the transferee shall first have executed and delivered an acknowledgement and covenant for the joint and several benefit of the Auditorium Owner, the Landlord and the Tenant in the form attached hereto as Schedule "G", that:

(i) Forthwith upon and at all times after becoming an owner of a Unit, such transferee shall comply with and be bound by the provisions of paragraphs 4.2(a), (b) and (c), 12.2(b) and 13.5 on the same basis and to the same extent as if such transferee had been a party to this Agreement in the capacity of a Residential Owner; and

(ii) Such transferee shall not subsequently transfer or charge the Unit unless such subsequent transferee or chargee shall first have executed and delivered the acknowledgement and covenant contemplated in subparagraph 4.2(b) or 4.2(c), as the case may be.

(c) No Residential Owner shall charge his Unit unless the chargee shall first have executed and delivered an acknowledgement and covenant for the joint and several benefit of the Auditorium Owner, the Landlord and the Tenant in the form attached hereto as Schedule "G", that:

(i) In the event that and only for so long as a chargee comes into possession and control of the Unit which is subject to its security such chargee shall comply with and be bound by the provisions of paragraphs 4.2(a) and (b), 12.2(b) and 13.5 on the same basis and to the same extent as if such chargee had been a party to this Agreement in the capacity of a Residential Owner; and

(ii) Such chargee shall not thereafter transfer the Unit unless the transferee shall first have executed and delivered the acknowledgement and covenant contemplated in subparagraph 4.2(b) above.

ARTICLE V

Taxes

5.1 Separate Assessments

The Building Owners will do all acts and things necessary and desirable so that each of the Structures will be assessed separately on the assessment rolls of the taxing authority and taxed separately based upon such assessments.

5.2 Combined Assessment

If at any time all or any two (2) of the Structures shall not be assessed as separate Structures, then the owners of the Structures not separately assessed shall use their best efforts to agree on a division of the realty tax liability imposed, and shall share the payment of such taxes in the manner agreed upon. If such owners are unable to reach an agreement within thirty (30) days from the receipt of the notice of combined assessment, then any of them may seek a decision by reference to the Board of Experts.

5.3 Separate Assessments with Combined Taxation

If the Structures shall be separately assessed but if all or any two (2) of the Structures shall not be taxed separately, then the owner or owners of each Structure not separately taxed shall pay that amount as shall bear the same proportion to the total tax for the Structures not separately taxed as the assessed valuation of each such Structure shall bear to the total assessed valuation of the Structures not separately taxed, and any such taxes shall be paid immediately when due.

5.4 Failure to Pay Taxes

If any Building Owner shall fail to pay any tax or other charge which is due in regard to such Building Owner's interest in that Structure, or any share thereof as provided in this Article V, and if such unpaid tax or charge is a lien or encumbrance upon any other of the Structures or if any lawful authority would thereafter have the right to sell or otherwise foreclose such other Structure by reason of such non-payment, then such other Building Owner may after ten (10) days written notice to the defaulting owner pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the defaulting owner shall upon demand, reimburse such other Building Owner making such payment for the amount of such payment and for all costs and expenses incurred, together with interest thereon at the Prime Rate plus three (3%) per cent per annum.

ARTICLE VI

Insurance

6.1 All Risk Insurance and Boiler Insurance

(a) The Building Owners shall at all times cause their respective Structures to be insured by building insurance against damage from fire and all other perils from time to time customarily included in a property damage insurance policy on an "all risk" coverage basis (as that term is commonly understood in the insurance industry) including, without limitation, coverage against damage by fire, flood, explosion, collapse, earthquake, hail, windstorm, lightning, impact by vehicles or aircraft, riots, vandalism or malicious acts, smoke and leakage from fire protection equipment, and for such other additional risks, casualties and hazards as may from time to time be required to be carried and maintained by any of the Building Owners with respect to their respective Structures. This insurance coverage shall be in amounts equal to the Replacement Value of the Building.

(b) The Building Owners shall at all times maintain boiler and pressure vessel insurance coverage against loss or damage by inter alia, explosion, collapse by vacuum, cracking, burning or bulging of any steam or hot water boilers, pipes or accessories in a minimum amount of Five Million (\$5,000,000.00) Dollars.

(c) The Building Owners shall arrange for the Building Insurance in one (1) policy provided that:

(i) the Building Insurance is available from the insurance industry in one policy; and

(ii) the cost of the premium for obtaining the Building Insurance in one policy does not exceed one hundred and fifty (150%) per cent of

the total cost of the premiums if each Building Owner had obtained the Building Insurance on each of their own respective Structures.

- (d) The Building Insurance shall include the following provisions:
- (i) waiver of subrogation against each of the insureds named in the Building Insurance and their respective employees while acting in the course of their employment and their respective managing agents, its servants and employees;
 - (ii) provisions prohibiting the lapse, cancellation or material modification of the Building Insurance without first giving at least sixty (60) days' written notice by registered mail to all parties whose interests appear thereon, and to the Trustee;
 - (iii) a "stated amount co-insurance clause" to the effect that the insurer agrees that the amount of insurance shown on the Building Insurance policy is sufficient and not subject to further verification;
 - (iv) a "breach of conditions" clause to the effect that a breach of any policy conditions of the Building Insurance policy by any insured shall not disentitle nor prejudice the rights of any other insured from making full recovery for loss.
 - (v) waiver of the insurer's option to repair, rebuild or replace the Residential Structure in the event that after damage, the government of any part of the Condominium Corporation is terminated pursuant to the Act.
- (e) The Building Insurance and any other insurance maintained by the Building Owners shall name as parties insured:
- (i) each and every Building Owner as their interests may appear, and if requested in writing by any Building Owner with respect to its interest in the Building, any registered encumbrancer, any lessee or sub-lessee;
 - (ii) "all registered chargees from time to time" of any of the Residential Owners;

6.2 Liability Insurance

(a) The Building Owners shall at all times maintain comprehensive general liability insurance against claims for personal injury, death or property damage or loss in an amount of not less than Ten Million (\$10,000,000.00) Dollars in respect of any one accident or occurrence.

(b) So long as it provides valet parking, the Condominium Corporation shall maintain standard garage liability insurance with non-owned automobile endorsements coverage for any claims for personal injury, death or property damage occurring within the Residential Parking Facilities.

(c) The Building Owners shall arrange for Liability Insurance in one (1) policy provided that:

- (i) the Liability Insurance is available from the insurance industry in one policy; and
 - (ii) the cost of the premium for obtaining the Liability Insurance in one policy does not exceed one hundred and fifty (150%) per cent of the total cost of the premiums if each Building Owner had obtained their own respective Liability Insurance policies.
- (d) Liability Insurance shall include the following provisions:

(i) a cross-liability clause to the effect that the insurance shall apply in respect to any claim or action brought against any one insured party by any other insured party, or by any employee of such other insured party;

(ii) a severability of interest clause to the effect that the insurer will treat the insured parties as if each had been insured under a separate policy;

(iii) provisions prohibiting the lapse, cancellation or material modification of the Liability Insurance without first giving at least sixty (60) days' written notice by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee.

(e) The Liability Insurance shall name as parties insured each and every Building Owner and their respective employees while acting in the course of their employment, as their interests may appear, and if requested in writing by any Building Owner with respect to its interest in the Building, any lessee or sub-lessee, its managing agent, its servants and employees from time to time, Her Majesty the Queen, in Right of Canada, as represented by the Minister of Public Works (including the Deputy Minister of Public Works and any other person authorized to act on behalf of the Minister of Public Works).

6.3 Separate Policies

If separate policies of insurance must be arranged for either Building Insurance or Liability Insurance, or both, then each separate policy shall:

(i) contain the provisions in paragraphs 6.1(d) and 6.2(d), as the case may be;

(ii) be placed with the same insurers;

(iii) as nearly as possible contain identical provisions and conditions;

(iv) name as insureds the persons identified in paragraph 6.1(e) or 6.2(e), as the case may be.

Each of the Building Owners shall be solely responsible for the cost of the premium for any separate insurance policy relating to its own Structure.

6.4 Premiums

(a) If either the Building Insurance or the Liability Insurance are contained in one policy, then the premium or premiums shall be allocated by and among the Building Owners taking into account the "experience rating" applicable to each Building Owners, the Replacement Value of each of the Structures and any other relevant factors. In the event that the Building Owners are unable to agree to the allocation of any premium, the premium shall be allocated by a decision of the Board of Experts.

(b) If a Building Owner shall fail to pay the portion of any premium allocated to it for a policy required by this Agreement, when due, then such other Building Owners insured by such policy may, after ten (10) days' written notice to the defaulting Building Owner, pay such portion of the insurance premium. The defaulting Building Owner shall, upon demand, reimburse the Building Owners making such payment for the amount thereof and for all costs and expenses incurred in connection therewith.

6.5 Insurance Trust Agreement

The Building Owners shall enter into, maintain and be bound by the Insurance Trust Agreement during the term of this Agreement and they shall appoint an Insurance Trustee.

The Insurance Trust Agreement shall be maintained whether the Building Insurance is provided in one (1) policy or in separate policies.

The Building Owners agree that the Insurance Trust Agreement shall be in accordance with the requirements of the Declaration of the Condominium Corporation and the Act.

6.6 General

(a) The Building Insurance, Liability Insurance and any other insurance maintained in accordance with this Agreement shall comply with the provisions of the Act and the Declaration and shall contain such other provisions as would be included by prudent owners, or condominium corporations in comparable buildings in the Municipality of Metropolitan Toronto.

(b) Nothing in this Agreement shall be construed to prohibit any of the Building Owners from obtaining any other insurance coverage, and the premium therefor shall be the sole responsibility of such Building Owner.

ARTICLE VII

Damage to the Building

7.1 Damage

In the event there is damage or destruction to one (1) or more of the Structures, or any portion thereof by any cause whatsoever, and regardless of whether such damage or destruction shall have partially, substantially or completely destroyed any or all of the Structures, each Building Owner shall forthwith proceed to repair, restore and reconstruct or otherwise provide the Shared Service Facilities, so that the use, and enjoyment of such other Structures which are entitled to the benefit thereof will not be adversely affected in any material way.

7.2 Election not to Repair, etc.

If a Building Owner decides not to proceed within a reasonable time to repair, restore or reconstruct its Structure, other than the Shared Service Facilities which it is obliged so to do in accordance with paragraph 7.1, then:

(a) such Building Owner shall nevertheless make such repairs, restoration and reconstruction as are reasonably required to avoid any damages, or unreasonable discomfort to the owners of the Structures which are being repaired, restored or reconstructed, and to avoid unduly or unreasonably diminishing the appearance, aesthetics and vista of such other Structures, and the cost and obligations relating to maintenance thereof shall be as provided in Schedule "E".

(b) the Insurance Trustee shall retain an amount equal to the estimated cost of repairing, restoring or reconstructing the Shared Service Facilities contained within the Structure of such Building Owner (the "Holdback") and shall only pay the Holdback to such Building Owner at the completion of the repair, restoration or reconstruction of such Shared Service Facilities. The amount of the Holdback, unless agreed upon by all Building Owners, shall be determined by the Board of Experts. Other than the Holdback, such Building Owner shall be entitled to receive and retain insurance proceeds which would otherwise be available for the purpose of making the repairs, restoration or reconstruction which it has determined not to make.

(c) such Building Owner may at any time in the future, on three (3) months' notice to the other Building Owners, be entitled to carry out repairs, restoration and reconstruction at its sole cost and shall comply with the provisions of paragraph 8.6 as if such repairs, restoration and reconstruction constituted a Major Change.

7.3 No Insurance Proceeds

To the extent that insurance proceeds are not available therefor, the cost of the repairs, restoration and reconstruction of the Shared Service Facilities shall be borne by the Building Owners in the proportions set out in Schedule "E" for contributions by the Building Owners for their respective maintenance obligations.

7.4 Commencement and Completion

All repairs, replacements, restoration, or reconstruction pursuant to this Article VII shall be commenced as expeditiously as possible under the

circumstances, and shall be carried out continuously and expeditiously in order to be completed as soon as reasonably possible, and in a good and workmanlike manner.

7.5 New Easements

A Building Owner obligated to repair, restore and reconstruct Shared Services Facilities and the Building Owner of any Structure within which such repair, restoration and reconstruction of Shared Services Facilities is occurring will grant such new easements over that Structure to any Building Owner whose Structure benefits from the Shared Services Facilities, as will enable the latter Building Owner to enjoy all of the benefits intended to be granted by the Easements. Such new easements will be subject to the provisions of this Agreement and will have the same force and effect as if granted under Article II.

7.6 Section 43(2) of the Act

For purposes of Section 43(2) of the Act, the obligations created by this Article VII shall be deemed to be encumbrances against each Unit and their appurtenant common interest.

7.7 Original Building Plans

All repairs, restoration and reconstruction, including, without limitation, the Shared Services Facilities shall be effected and performed substantially in accordance with the original plans, specifications, drawings and designs used in the original construction of the Building. In the event that such original plans cannot be functionally or legally re-utilized, then variations or changes therefrom, desired or required by any Building Owner shall be submitted to the other Building Owners for their approval, not to be unreasonably withheld, together with detailed plans and specifications in duplicate of the proposed replacement, restoration or reconstruction.

ARTICLE VIII

Major Changes

8.1 Right to make Major Changes

Each of the Building Owners may, at any time, at such Building Owner's sole cost and expense, make a Major Change to its Structure and in connection therewith may relocate any Easement within its Structure that has been granted to any other Building Owner pursuant to this Agreement or otherwise, provided, however, that such Major Change shall not, without the written consent of such Building Owner, diminish in any material way the benefits afforded to such other Building Owners by such Easement or unreasonably interrupt the use of such Easement by such other Building Owner, or diminish in any material way the value of the Structure of any other Building Owner, or detrimentally interfere with any Shared Service Facilities.

8.2 Other Changes

Any alterations, additions or improvements made by a Building Owner within its own Structure which does not affect any other Structure and which is not a Major Change, may be made by such Building Owner without the consent of any other Building Owner and need not be performed or effected in compliance with this Article VIII.

8.3 Plan and Specification

If any any time a Building Owner proposes to make any Major Change, then, before commencing such Major Change, such Building Owner (the "Changing Owner") shall give to the other Building Owners the copy of the plans and specifications showing in reasonable detail the proposed Major Change. If any other Building Owner, within thirty (30) days after delivery of such plans and specifications, shall not give to the Changing Owner a written notice specifying the aspect in which the proposed Major Change will violate the

provisions of Section 8.1, or any other rights of such Building Owner under this Agreement, then such other Building Owner shall conclusively be deemed to have agreed that such Major Change does not constitute such a violation, so long as such Major Change actually made is, in all material respects, as shown on the plans and specifications furnished by the Changing Owner. If another Building Owner gives a written notice as aforesaid, the Changing Owner shall not commence any Major Change until all of the Building Owners have agreed to a resolution of the question or issue raised in such notice, or until the disagreement has been resolved by the Board of Experts in accordance with this Agreement.

8.4 Undertaking Major Changes

The Changing Owner shall make Major Changes in compliance with all laws, by-laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any Board, body or agency thereof having jurisdiction over the Building. Any Building Owner shall, to the extent reasonably practicable, make Major Changes in such a manner as to reasonably minimize noise, vibration and other interference with the use or enjoyment of the other Structures by their occupants and during time periods which will not cause inconvenience or nuisance to the other Structures and their occupants.

8.5 Insurance

Before commencing any Major Change, the Changing Party shall obtain at its own expense those kinds of insurance as would be obtained by a prudent contractor under the circumstances, including builders risk policy, public liability and property damage insurance indemnifying the other Building Owners, as joint insureds, and their respective mortgagees, up to \$10,000,000.00 or any such amount as may be reasonably requested by such other Building Owners and which is consistent with standard construction industry practice, from any and all claims for damage or injury to persons or property or for loss of life arising out of such Major Change and from and against the cost of defending any action upon any such claims, and such insurance shall not have deductibles other than that which are standard for such insurance.

8.6 No Variation to Exterior of Building

Notwithstanding anything contained in this Article VIII or elsewhere in this Agreement, no Major Change which would vary the colour, finish or design of the exterior of the Building may be made without obtaining the prior written consent of the Landlord and after Termination of the Lease, of the Commercial Owner, provided that the Residential Owners shall not be required to obtain such consent in order to install skylights and chimneys for fireplaces in the roof of the Residential Structure so long as such installations are made in accordance with the Declaration.

8.7 Disputes

A dispute or disagreement relating to a proposed Major Change shall be referred to the Board of Experts.

ARTICLE IX

Expropriation

9.1 Expropriation

The Building Owners agree to co-operate with each other in respect of any expropriation of all or any part of the Building so that each may receive the maximum award in the case of any expropriation to which they are respectively entitled at law.

ARTICLE X

Force Majeure

10.1 Force Majeure

Whenever and to the extent any Contracting Owner is prevented, hindered or

delayed in the fulfillment of any obligation hereunder or the doing of any work or the making of any repairs or replacements by reason of Force Majeure, the fulfillment of such obligation or the doing of such work or making of such repairs or replacements shall be postponed and such Contracting Owner shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindrance or delay continues to exist.

ARTICLE XI
Board of Experts

11.1 Board of Experts

Except where expressly prohibited in this Agreement, should any dispute, difference or question other than that of law or mixed fact and law arise between or among the Building Owners touching this Agreement, or any part hereof, or the application, meaning or effect of these presents or anything herein contained, or any of the allocations in Schedule "E", then such dispute, difference or question shall be determined by reference, at the instance of any Building Owner, to a Board of Experts in accordance with the following procedures:

(a) If there arises any such dispute, difference or question:

(i) between any two Building Owners, each of such Building Owners shall have the right to appoint one individual to the Board of Experts; and the two individuals so appointed shall, within five (5) days of the date of the appointment of the last appointed individual agree upon and appoint a third individual to the Board of Experts (who shall be Chairman of the Board of Experts);

(ii) between any three or more Building Owners [not including both the Landlord (and after termination of the Lease, the Commercial Owner) and the Auditorium Owner], then each of such disputing Building Owners shall have the right to appoint one individual to the Board of Experts;

(iii) between any three or more Building Owners [including both the Landlord (and after termination of the Lease, the Commercial Owner) and the Auditorium Owner], then the Landlord (and after termination of the Lease, the Commercial Owner) and the Auditorium Owner shall jointly have the right to appoint one individual to the Board of Experts and each of the other disputing Building Owners shall each have the right to appoint one individual to the Board of Experts;

(b) The Building Owners desiring to refer a dispute, difference or question to a Board of Experts shall give notice of such desire to the other affected Building Owners, and which notice shall specify the subject matter of the dispute, and any appointment to the Board of Experts shall be made within fifteen (15) days of such notice having been received, and each Building Owner shall forthwith give notice of such appointment to the other affected Building Owners.

(c) In the event of any Building Owner failing to make an appointment to the Board of Experts within such fifteen (15) day period, the individual or individuals who shall have been appointed by the other Building Owners shall constitute all the members of and act as the Board of Experts unless the Building Owner which had failed to appoint an individual shall make such appointment not later than three (3) days prior to the time set for hearing before the Board of Experts;

(d) The Board of Experts shall afford to each disputing Building Owner a hearing and the right to submit evidence with the privilege of cross-examination, on the question at issue, and shall, with all possible speed, make a determination in writing and shall give written notice to such Building Owners of such determination.

(e) The decision of the Board of Experts shall be based on the provisions of this Agreement and on the evidence adduced at the hearing. The conclusions

of the Board of Experts shall be supported by written reason therefor. Forthwith after it is made, the decision of the Board of Experts shall be given to the Building Owners;

(f) The decision of a majority of the Board of Experts shall be final and binding on all Building Owners.

11.2 Reference to Court

Notwithstanding the provisions of paragraph 11.1, within ten (10) days after receiving the notice from a Building Owner of its desire to refer a dispute, difference or question to a Board of Experts any other Building Owner which has received such notice may, by notice to all other affected Building Owners, state its desire to refer the dispute, difference or question to a court of competent jurisdiction for resolution and upon so doing a Board of Experts shall not be appointed to determine the matter if an application to such court is made within twenty-five (25) days (or such greater period of time as all the Building Owners shall agree upon) of giving the last mentioned notice.

If an application to such court is not made within the time period set out above, then the dispute, difference or question shall be referred to a Board of Experts.

11.3 Qualifications

No individual shall be appointed to the Board of Experts who:

- (i) is then employed by any of the Building Owners; or
- (ii) has been employed or retained at any time as a consultant in respect of the planning development and/or servicing of any one or more portions of the lands developed or being developed by Harbourfront.

11.4 Expenses of Board of Experts

If a Building Owner shall fail to pay its share of any fees or expenses of the Board of Experts as so determined, then either or both of the other Building Owners may pay the same and the defaulting Building Owner shall, upon demand, reimburse the Building Owners who have made such payment.

11.5 Initial and Subsequent References

Notwithstanding any provision contained in this Agreement to the contrary, no reference to the Board of Experts relating to any dispute, difference or question referred to it, shall be commenced prior to a date which is one (1) year from the date of registration of the Declaration and no subsequent reference to the Board of Experts shall be made in regard to a dispute, difference or question prior to a date which is one (1) year from the date of the decision or deemed decision of the Board of Experts in a previous dispute, difference or question referred to it between the same Building Owners, relating to a dispute, difference or question which is essentially the same as the subject matter of the subsequent desired reference to the Board of Experts.

ARTICLE XII

Liens, Covenants, etc.

12.1 Liens

If at any time a Building Owner (the "Defaulting Owner") shall fail to pay to any other Building Owner hereunder (the "Creditor Party") any sum of money payable to the Creditor Party pursuant to the provisions of this Agreement, then, in addition to any other rights which the Creditor Party have by operation of law, the Creditor Party shall (unless otherwise specifically provided herein) have a lien, to secure the payment of such sum of money, together with all costs and interest accruing thereon pursuant to Section 12.6 hereof, against the Structure of the Defaulting Party. Such lien shall arise

immediately upon the receipt or deemed receipt of notice by the Creditor Party to the Defaulting Party demanding payment of said sum of money by the Defaulting Party and asserting the said lien against the Structure of the Defaulting Party. From and after the date upon which such lien arises, the Creditor Party shall be entitled to file a caution or such other notice of such lien as may be permitted by the provisions of the Land Titles Act or any amendments thereto or by such other legislation that may be applicable to the title of the Building from time to time.

12.2 Enforcement of Lien and Other Rights

If a lien shall arise under Section 12.1 hereof, such lien shall be enforceable in addition to the remedy otherwise available in law or at equity in the following manner:

(a) by enforcement in the same manner as a mortgage in default; and/or

(b) in the case of a Residential Owner, and where the default is non-payment of an ascertained sum of money owing by a Residential Owner, or where a Residential Owner refuses or neglects to execute and deliver an acknowledgement and covenant as provided in paragraph 4.2(b), and following not less than thirty (30) days' notice in writing stipulating the sum of money in default or requesting execution and delivery of such acknowledgement and covenant, the temporary suspension of the enjoyment and use by such Residential Owner of the easements in favour of the Condominium Corporation over the Residential Parking Facilities until such sum of money in default has been paid, together with interest and costs or until such acknowledgement and covenant is executed and delivered, as the case may be.

12.3 Liens Survive Termination of Agreement

Notwithstanding any termination of this Agreement, any lien which shall have arisen prior to such termination pursuant to Section 12.1 hereof shall remain in full force and effect until the amount secured thereby shall be paid in full or satisfied, together with the costs and interest provided for in Section 12.6 hereof.

12.4 Lien as Encumbrance against Unit

(a) For the purposes of Sections 43, 44, 45 and 46 of the Act, a lien against the Residential Structure shall be deemed to be an encumbrance against each Unit and its appurtenant Common Interest therein.

(b) For the purpose of greater certainty and clarity, the lien referred to in paragraph 12.1 shall be determined as set out in paragraph 13.5.

12.5 Liens Survive Conveyance

No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to Section 12.1 hereof, and any lien which would have arisen pursuant to Section 12.1 had there been no conveyance or divestiture of title shall not be defeated, or otherwise diminished or affected, by reason of such conveyance or divestiture of title.

12.6 Interest and Costs

In each instance when a Building Owner shall be obligated to pay any sum of money to another Building Owner hereunder, interest shall accrue thereon and be payable hereunder at 3% above the Prime Rate from the date such sum first became due, calculated and compounded monthly, not in advance. If any legal action, demand or proceeding is brought, instituted or taken by a Building Owner, or if a Building Owner shall cure a default of another Building Owner, the Building Owner in default shall pay to the other Building Owner all expenses incurred therefor, including a solicitor's fee (on a solicitor and his own client basis), unless a court shall otherwise award.

12.7 Mortgagee's Right to Assignment of Lien

Any mortgagee holding a mortgage upon any Structure, or upon any Unit shall have the right to receive an assignment or obtain a discharge of any

lien affecting such Structure or Unit arising pursuant to Section 12.1 hereof upon payment, in the case of a lien against a Structure, of the amount secured by such lien or, in the case of a Unit, upon payment of a portion of the lien in an amount determined by the proportion specified in the Declaration for sharing Common Interest in accordance with the provisions hereinafter set forth in this paragraph. Such mortgagee shall give to the person asserting the lien a written notice offering to purchase by way of assignment, or to obtain a partial discharge of same, which notice shall set forth a date and time of closing which shall be not less than 10 days nor more than 30 days after the giving of such notice, and the place of closing in the City of Toronto. On the date of closing, the person asserting the lien shall deliver to such mortgagee an instrument in registerable form discharging or assigning the lien, together with the debt secured thereby, or partially discharging and assigning the lien for any Unit and its appurtenant Common Interest to such mortgagee, upon payment by such mortgagee of the full amount secured by the lien, including interest, or that amount, including interest, to obtain a partial discharge of a lien affecting a Unit.

ARTICLE XIII

Termination of Agreement or of Condominium Corporation

13.1 Termination of Agreement

This Agreement cannot be terminated other than by the written consent of the Building Owners.

13.2 No Termination of Shared Service Facilities and Easements

Notwithstanding Section 13.1, unless the written consent referred to therein includes a mutual and specific surrender of the rights and obligations under Schedule "E" and of the Easements by the Building Owners, the termination of this Agreement pursuant to and to the extent provided in Section 13.1 hereof shall not be deemed to terminate with respect to:

(a) the Easements hereby granted, which shall remain in full force and effect regardless of whether any Structure is in a form similar to that which existed on the date this Agreement came into effect, subject to the provisions of Sections 7.4 and 8.1; and

(b) the rights and obligations of the Building Owners under Schedule "E".

13.3 Debts and Liens Survive

Notwithstanding the termination of this Agreement, if at the time of such termination, any Building Owner shall be obligated to pay any sum of money pursuant to the provisions hereof, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereon, shall be paid, and any lien securing the payment of such sum of money shall, as provided in Section 12.3 hereof remain in full force and effect and continue to secure the payment and any interest which shall accrue thereon.

13.4 Continuity

For the purpose of greater certainty and clarity, this Agreement shall continue and remain in full force and effect notwithstanding the termination or expiry of the Lease; and from time to time upon any person succeeding to the interest of any Building Owner, (other than in those circumstances resulting from Termination) such succeeding person shall, at the request of any other Building Owner, enter into an agreement or covenant with, or acknowledgement addressed to such other Building Owner, wherein the succeeding person covenants to assume the obligations of that Building Owner to which it is succeeding.

13.5 Termination of Condominium Corporation

(a) Notwithstanding Termination, the Residential Owners covenant and agree that they and their interests in the Residential Structure will continue after Termination to be bound by the provisions of this Agreement, and will

execute such further assurances as may be required to give effect to this Section 13.5.

(b) For the purpose of greater certainty and clarity, after Termination, every reference to the Condominium Corporation in this Agreement shall mean and be deemed to refer to Residential Owners as tenants in common of the Residential Structure.

(c) Without limiting the generality of the foregoing, the lien referred to Article XII asserted by a Creditor Party (as defined in paragraph 12.1) against a Defaulting Owner (as defined in paragraph 12.1) in those situations where the Defaulting Owner is the Condominium Corporation shall be a lien against the Residential Structure only.

(d) Notwithstanding anything contained in this Agreement to the contrary, any claim against the Residential Structure and any judgment by a court with respect to such claim shall be deemed to be a claim or judgment, as the case may be, against each Residential Owner severally for a portion of such claim or judgment determined by the proportion specified in the Declaration for sharing the Common Interests.

(e) If Termination occurs, the Condominium Corporation shall forthwith give notice thereof to the other Building Owners. If no notice of Termination has been received within 120 days after the occurrence of any damage to the Residential Structure, then it shall be conclusively deemed, for the purpose of this Agreement, that there shall not be a Termination.

ARTICLE XIV Self Help

14.1 Self Help

If any Building Owner (the "Defaulting Owner") fails to perform any of its obligations under this Agreement, then in addition to any other right or privilege specifically provided for in this Agreement, any other Building Owner (the "Requesting Owner") may give the Defaulting Owner written notice outlining the nature of the default and requesting the Defaulting Owner to perform its obligation.

If, without reasonable cause, the Defaulting Owner has not, within seventy-two (72) hours of receipt of such notice, commenced and thereafter is not taking all reasonable steps necessary to cure the default set out in such notice, then the Requesting Owner may take all reasonable steps necessary to cure the default outlined in such notice, including, without limitation, the payment of any cost or expense required to be made by the Defaulting Owner, the performance of maintenance, repair or replacement work, the hiring of contractors, entry onto the Structure of the Defaulting Owner, the exercise of any right of access of such Defaulting Owner, the payment of any sum secured by lien and/or the filing of a bond to discharge a lien. The Defaulting Owner agrees to pay directly to the Requesting Owner any cost or expense actually paid or incurred by the Requesting Owner in performing the obligations of the Defaulting Owner pursuant to this Agreement together with interest at the rate equal to the Prime Rate plus three (3%) per cent per annum, from the date such payment is made by the Requesting Owner until reimbursement is made to the Requesting Owner. Provided, however, that any amount expended or incurred by the Requesting Owner as can clearly be demonstrated to be substantially in excess of the reasonable costs or expenses which would properly have been paid to cure the default is not recoverable from the Defaulting Owner.

14.2 Exercising Rights of Condominium Corporation

If a Requesting Owner is other than the Condominium Corporation and if the Requesting Owner has elected, in accordance with paragraph 14.1, to cure the default set out in the notice to the Defaulting Owner, then such Requesting Owner shall be entitled, to the extent necessary, to exercise all of the rights of access over Units to which the Condominium Corporation is entitled under the Act; and for such purposes the Residential Owners agree that the Requesting Owner shall have all such rights of access.

ARTICLE XV

Status Certificate

15.1 Status Certificate

Each Building Owner, within ten (10) days after receipt of a written request by any person (the "Requesting Party") and the payment of a reasonable fee established by such Building Owner to whom the request has been sent, shall execute, acknowledge and make available to the Requesting Party, a certificate stating:

(a) whether or not this Agreement has been modified and if this Agreement has been modified, the certificate shall identify the nature of the modifications.

(b) whether or not this Agreement has been terminated in accordance with paragraphs 13.1 or 13.2 hereof.

(c) whether or not a lien in accordance with paragraph 12.1 has arisen and is then outstanding in favour of or against the Building Owner executing the certificate, and if a lien has so arisen and is then outstanding, stating the amount and subject matter of the lien and the Structure that is affected by the lien.

(d) whether or not the Building Owner executing the certificate has given or received a notice in accordance with paragraph 14.1; and if such notice has been either given or received, stating the nature of the default set out in the notice and whether or not such Defaulting Owner has taken or commenced all reasonable steps necessary to cure such default, whether or not the Requesting Owner (as defined in paragraph 14.1) has elected to take steps to cure such default, and if so, the amount of the costs and expenses actually or anticipated to be paid or incurred by the Requesting Owner in curing such default.

15.2 Estoppel Defence

The status certificate referred to in paragraph 15.1 may be pleaded and shall be a complete defence by the Requesting Party to any action brought on a claim that is inconsistent with the facts stated in such certificate.

ARTICLE XVI

General Provisions

16.1 Disturbances

The Contracting Owners each covenant and agree with each of the others of them not to cause, authorize or condone any undue disturbance, noise or vibrations from the Structure of each covenantor or from any part of the Building over which such covenantor has an Easement, to the detriment of the covenantees or any of them. Nothing in this Section 16.1 shall in any way be construed to restrict the reasonable or intended uses of the Building by the Contracting Owners.

16.2 Notices

Any notices given in accordance with this Agreement shall be in writing and shall be served either by delivery or by telegram or telex or registered mail postage prepaid as follows:

To the Commercial Owner or
To the Landlord: Harbourfront Corporation
417 Queen's Quay West
Suite 500
Toronto, Ontario
M5V 1A2

Attention: The General Manager

To the Tenant: Olympia & York Developments Limited
 P.O. Box 20
 Suite 3200
 1 First Canadian Place
 Toronto, Ontario
 M5X 1B5

Attention: The President

To the Condominium Corporation:
 Metropolitan Toronto Condominium Corporation No. 690
 211 Queen's Quay West
 Toronto, Ontario
 M5J 1A7

Attention: Property Manager

To the Auditorium Owner:
 Harbourfront Corporation
 417 Queen's Quay West
 Suite 500
 Toronto, Ontario
 M5V 1A2

Attention: The General Manager

To a Residential Owner:
 Queen's Quay Residences
 211 Queen's Quay West
 Toronto, Ontario
 M5J 1A7

Notices given pursuant to this Section 16.2 shall be deemed to be received when delivered if by delivery, and shall be deemed to be received if sent by telex or registered mail (except in the event of a postal interruption, in which event such notice shall be deemed to be received when delivered) five (5) business days after sending or posting in Canada. Any Building Owner or any Residential Owner may at any time give notice to the other Contracting Owners hereto of any change of address of the person giving such notice (within the Municipality of Metropolitan Toronto) and from and after the giving of such notice, the address therein specified shall be deemed to be the address of such person for the giving of notices herein.

16.3 Provisions Run with the Land

(a) Each of the Contracting Owners covenant and agree that they shall not interfere with, hinder, impede, or disturb the enjoyment of any of the Easements and all other rights, benefits and privileges conferred on any other Contracting Owners in this Agreement except as expressly provided in this Agreement.

(b) The Contracting Owners hereby acknowledge and agree that the Easements, rights and provisions as set forth in this Agreement establish a basis for mutual and reciprocal use and enjoyment of such Easements, rights and provisions and as an integral and material consideration for the continuing right to such use and enjoyment each Contracting Owner does hereby accept, agree to assume the burden of, and to be bound by each and every of the covenants entered into by them in this Agreement.

(c) Without limiting the operation of the provisions of paragraph 16.3(b) hereof, the Condominium Corporation hereby expressly acknowledges and agrees that its obligations and liabilities hereunder for Shared Service Facilities Costs are and shall be treated as Common Expenses of the Condominium Corporation.

(d) The provisions of this Agreement are intended to run with the real property benefitted and burdened thereby, specifically, the real property described in Schedules "A", "B" and "D" and except as may otherwise be specifically provided shall bind and enure to the benefit of the respective Contracting Owners and their respective successors and assigns.

16.4 Compliance with Law

The Contracting Owners, in performing their respective obligations and exercising their respective rights under this Agreement, covenant and agree to comply with all rules, laws, by-laws, orders, ordinances, regulations and requirements of the Corporation of the City of Toronto, the Corporation of the Municipality of Metropolitan Toronto, Province of Ontario, and any board, agency or governmental authority having jurisdiction over the Building.

16.5 Performance of Work and Maintenance Standards

(a) All work required to be performed pursuant to this Agreement shall be performed in a manner equivalent to standards from time to time maintained in other first-class buildings in the City of Toronto.

(b) Each of the Building Owners shall operate, maintain and repair their respective Structures in the aforesaid manner.

16.6 Construction and Other Liens

(a) Each of the Building Owners which has borrowed money, or contracted for work, services, or materials to be performed or installed, or supplied, as the case may be, covenants and agrees to remove any construction liens or other encumbrance or charge registered against the Structure of any of the others of them, within thirty (30) days of written request from the party whose Structure is so affected.

(b) Provided that if a registration is made against a Structure, for the purpose only of including those rights and Easements in, over and upon such Structure which have been granted to another Building Owner, then such registration shall not be deemed to be a registration against such Structure for the purpose of paragraph 16.6(a).

16.7 Assignments of Rights to Lessees, Mortgagees

Any Building Owner may, from time to time, without the necessity of conveying title, assign or otherwise transfer to any lessee of any part of the Building or to any mortgagee of any part of the Building, all or any of the rights, privileges, Easements and rights of entry applicable to the lands and premises of such Building Owner described in Schedules "A", "B" and "D" hereto, as the case may be, and any such lessee may in turn assign or otherwise transfer all or any of such rights, privileges, Easements and rights of entry to a mortgagee covering the leasehold estate of such lessee. Any such lessee or mortgagee may exercise any such right, privilege, Easement and right of entry so assigned or otherwise transferred to it to the same extent as if in each instance this Agreement specifically granted such right, privilege, Easement or right of entry to such lessee or mortgagee. Any such lessee or mortgagee may exercise the rights of his lessor or mortgagor, as the case may be, to assert a lien under Article XII hereof.

16.8 The Planning Act

This Agreement is entered into subject to the express condition that it is to be effective only on obtaining such consents, if any, as may be required under Section 49 of the Planning Act, 1983, or any successor legislation or other statute which may hereafter be passed to take the place of or to amend the Planning Act, 1983.

16.9 Time of the Essence

Time shall be of the essence of this Agreement and of each of the provisions hereof.

16.10 No Partnership or Agency

The Contracting Owners hereto do not in any way whatsoever or for any purpose become partners of each other, or joint venturers or members of a joint enterprise, nor is the relationship of principal and agent hereby created.

16.11 Further Assurances

The Contracting Owners hereto covenant and agree to execute whatever further documents or assurances are required, and shall and will sign further and other papers and documents, and shall cause such meetings to be held, resolutions passed and by-laws enacted to and cause to be done and performed such further and other acts or things as may be necessary or desirable from time to time in order to give full effect to this Agreement and each and every part hereof.

16.12 Sale and Limitation of Liability

Nothing in this Agreement shall prevent or be deemed to prevent the assignment, sale, transfer, mortgaging, pledging, encumbering or other disposition by each of the Building Owners of the whole or any part of their respective Structures or interests in the Building.

16.13 Number and Gender

This Agreement shall be construed with all changes of number and gender required by the context.

16.14 Severability

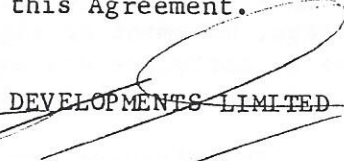
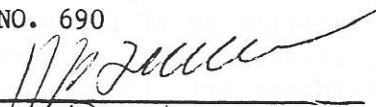
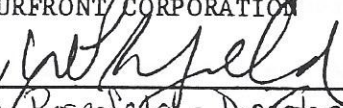
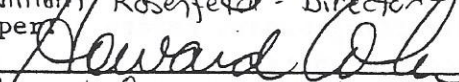
If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the powers or capacity of the Contracting Owners bound hereby, or in the event any part or provision of the Agreement is liable to determination pursuant to any provision of the Act, such provision or part shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect mutatis, mutandis. For purposes of giving effect to this paragraph, each paragraph or Article of this Agreement shall be considered severable from every remaining paragraph or Article of this Agreement.

16.15 Municipal Agreements

Each Contracting Owner acknowledges that the Building and their respective proprietary interests may be subject to a number of agreements, rules, regulations, ordinances or acts in favour of governmental authorities and each Contracting Owner agrees to abide by the provisions of such agreements, by-laws, rules, regulations, ordinances or acts, and to do all things necessary not to be in violation or breach thereof.

IN WITNESS WHEREOF the parties hereto in all of their respective capacities relating to the Building have executed this Agreement.

SIGNED, SEALED and DELIVERED
in the presence of

) OLYMPIA & YORK DEVELOPMENTS LIMITED
) per: 
)
) Albert Reichmann - President
)
) METROPOLITAN TORONTO CONDOMINIUM
) CORPORATION NO. 690
) per: 
)
) Bruce Finkler - Resident
) per: _____
)
)
) HARBOURFRONT CORPORATION
) per: 
)
) William Rosenfeld - Director
) per: 
)
) Howard Cohen - Gen. Man.

SCHEDULE "A" to the Reciprocal Agreement

AUDITORIUM LANDS - LEGAL DESCRIPTION

In the City of Toronto, in the Municipality of Metropolitan Toronto and Province of Ontario, being composed of Part of Block 12 according to Plan 616E registered in the Land Registry Office for the Registry Division of Toronto (No. 63) designated as PARTS 19, 40 and 111 as shown on a Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66), at Toronto as Plan 66R-14222.

Subject to Her Majesty The Queen In Right of Canada, her heirs and successors, the free use, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter found on or under or flowing through or upon any part of the said lands as set out in A-981846 and A-981847.

being part of Parcel 12-1 Freehold, Section A-616E

SCHEDULE "B" to the Reciprocal Agreement

COMMERCIAL LANDS - LEGAL DESCRIPTION

In the City of Toronto, in the Municipality of Metropolitan Toronto, consisting of Parts of Block 12 according to Plan 616E registered in the Land Registry Office for the Registry Division of Toronto and being the whole of Parcels 12-1 Freehold and Leasehold, in the Register for Section A-616E, in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66).

SCHEDULE "C" to the Reciprocal Agreement

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made as of the 7th day of December, 1985.

A M O N G :

(hereinafter called the "Insurance Trustee")

OF THE FIRST PART

- and -

OLYMPIA & YORK DEVELOPMENTS LIMITED, a corporation incorporated under the laws of the Province of Ontario,

(hereinafter called the "Tenant")

OF THE SECOND PART

- and -

HARBOURFRONT CORPORATION, a corporation governed by the laws of Canada,

(hereinafter, in its capacity as landlord under the Lease called "Landlord", and in its capacity as owner of the Auditorium called the "Auditorium Owner")

OF THE THIRD PART

- and -

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 690,

(hereinafter called the "Condominium Corporation")

OF THE FOURTH PART

- and -

CITIBANK CANADA,

(hereinafter called the "Leasehold Mortgagee")

OF THE FIFTH PART

W H E R E A S :

(a) In this agreement:

- (i) "Agreement" means this agreement including all of the schedules which are annexed hereto, any subsequent amendments and any documents which are referred to and stipulated to form a part of this Agreement;

- (ii) "Auditorium" means the Auditorium Lands and that part of the Building located thereon and therein together with all easements and appurtenances thereto (and which at the date hereof contains a stage theatre operated by the Auditorium Owner and known as the "Premier Dance Theatre");
- (iii) "Auditorium Lands" means the lands described in Schedule "A";
- (iv) "Auditorium Proceeds" means proceeds of insurance maintained with respect to the Building which relate to and are payable as a result of damage to the Auditorium;
- (v) "Building" means collectively the Commercial Structure, the Residential Structure and the Auditorium;
- (vi) "Commercial Lands" means the lands described in Schedule "B" excluding the Auditorium Lands;
- (vii) "Commercial Structure" means the Commercial Lands and that part of the Building located thereon and therein together with all easements and appurtenances thereto (being also the premises demised in the Lease);
- (viii) "Commercial Structure Proceeds" means proceeds of insurance maintained with respect to the Building which relate to and are payable as a result of damage to the Commercial Structure;
- (ix) "Entitled Party" means:
 - (A) the Tenant with respect to Commercial Structure Proceeds;
 - (B) the Condominium Corporation with respect to Residential Structure Proceeds;
 - (C) the Auditorium Owner with respect to the Auditorium Proceeds; or
 - (D) such of the parties hereto which has the obligation to repair a particular aspect or portion of the Building pursuant to the terms of the Lease or the Reciprocal Agreement, and accordingly is entitled to receive the relevant portion of Insurance Proceeds which relates to damage to that aspect or portion of the Building;
- (x) "Insurance Proceeds" means collectively Commercial Structure Proceeds, Residential Structure Proceeds and Auditorium Proceeds;
- (xi) "Lease" means the lease of the Commercial Structure by the Landlord to the Tenant;
- (xii) "Leasehold Mortgage" means a mortgage or charge of the leasehold interest of the Tenant in the Commercial Structure under the Lease, securing the indebtedness of the Tenant for borrowed monies, and includes a Deed of Trust and Mortgage securing bonds;
- (xiii) "Leasehold Mortgagee" means a mortgagee or chargee under a Leasehold Mortgage and includes a Trustee for the bondholders;
- (xiv) "Parties" means collectively the Auditorium Owner, the Landlord, the Tenant and the Condominium Corporation and "Party" means any one of them
- (xv) "Reciprocal Agreement" means the agreement entered into among Harbourfront Corporation, Olympia & York Developments Limited and Metropolitan Toronto Condominium Corporation No. 690 dated as of the 6th day of December, 1985 substantially in the form of Schedule "C" hereto, as amended from time to time (which does not, however, include Schedule "C" intended to be annexed to the Reciprocal Agreement);

- (xvi) "Residential Lands" means the lands described in Schedule "D";
- (xvii) "Residential Structure" means the Residential Lands and that part of the Building located thereon and therein together with all easements and appurtenances thereto which constitute the Common Elements of the Condominium Corporation;
- (xviii) "Residential Structure Proceeds" means proceeds of insurance maintained with respect to the Building which relate to and are payable as a result of damage to the Residential Structure;
- (b) The Tenant, as tenant, and the Landlord, as landlord, have entered into the Lease;
- (c) The Parties have entered into the Reciprocal Agreement;
- (d) The Tenant and the Parties are obliged respectively to maintain certain insurance pursuant to the provisions of the Lease and such insurance which has been placed and is being maintained, relates to and covers the Building;
- (e) Pursuant to the Lease, and the Reciprocal Agreement, the Tenant, the Landlord and the Parties have respectively agreed that the whole of the proceeds of certain insurance, as therein set out, shall be payable to the Insurance Trustee;
- (f) The Tenant has mortgaged and charged, inter alia, its interest under the Lease, to the Leasehold Mortgagee, pursuant to a Leasehold Mortgage;
- (g) The Tenant and the Leasehold Mortgagee have agreed, by the terms of the Leasehold Mortgage, that the insurance proceeds hereinbefore recited shall be payable to the Insurance Trustee.

NOW THEREFORE it is agreed between the Parties hereto as follows:

ARTICLE I

1.1 All capitalized words used herein which are hereinbefore or hereafter defined shall have ascribed to them the meanings and definitions hereinbefore or hereafter set out.

1.2 The Parties hereby appoint, and hereby approve of the appointment of the Insurance Trustee, as Insurance Trustee, under and as defined in the Lease and the Reciprocal Agreement.

1.3 The Parties agree to cause Insurance Proceeds payable under any of the policies of insurance maintained pursuant to the Lease and the Reciprocal Agreement to be payable to the Insurance Trustee and otherwise to deal with such policies of insurance in such manner as to enable the Insurance Proceeds to be collected by the Insurance Trustee and shall from time to time do all things necessary for the purposes aforesaid.

1.4 The Leasehold Mortgagee hereby consents to the appointment of the Insurance Trustee and agrees to cause Insurance Proceeds payable under the policies of insurance maintained pursuant to the Lease and the Reciprocal Agreement to be made payable to the Insurance Trustee and otherwise to deal with such policies of insurance in such manner as to enable the Insurance Proceeds to be collected by the Insurance Trustee and shall from time to time do all things necessary for the purposes aforesaid.

1.5 The Insurance Trustee, upon receiving Insurance Proceeds pursuant to paragraph 1.3 hereof, shall hold such proceeds in trust for the Parties, as their respective interests may appear, and shall deal with such proceeds as hereinafter set out.

1.6 To the extent that no determination has as yet been made as to what portion of Insurance Proceeds constitutes Commercial Structure Proceeds, what portion constitutes Residential Structure Proceeds, what portion constitutes Auditorium Proceeds, and which of the Parties is the Entitled Party with respect to any particular portion of Insurance Proceeds, the Insurance Trustee shall deal with such Insurance Proceeds in the manner set out in paragraph 2.2 hereof, until such determination has been made.

1.7 The determination referred to in paragraph 1.6 immediately preceding shall be made by way of an acknowledgment in writing thereof duly executed by each of the Parties, or in accordance with paragraph 3.3 hereof.

1.8 The Tenant shall be entitled to give notice to the other Parties whereby it appoints the Leasehold Mortgagee to exercise the rights and powers, including the right to execute the acknowledgment referred to in Section 1.7 and to participate in the arbitration pursuant to paragraph 3.3 hereof; and upon the Leasehold Mortgagee thereafter giving notice to the other Parties confirming and accepting such appointment, the Leasehold Mortgagee shall be entitled to act in the place and stead of the Tenant with respect to such acknowledgment and arbitration.

ARTICLE II

2.1 The Insurance Trustee shall:

- (a) If the total of the Commercial Structure Proceeds, the Residential Structure Proceeds or the Auditorium Proceeds, as the case may be, in respect of any one occurrence, is not in excess of \$50,000.00 pay the total of such proceeds to the Entitled Party;
- (b) If the total of the Commercial Structure Proceeds, the Residential Structure Proceeds or the Auditorium Proceeds, as the case may be, in respect of any one occurrence, is in excess of \$50,000.00:
 - (i) pay to the Entitled Party the total of such proceeds, together with any interest earned thereon received by the Insurance Trustee, upon completion by the Entitled Party of the repair, restoration, reconstruction or replacement pursuant to the terms of the Lease and Schedule "E" of the Reciprocal Agreement, and upon payment by or for the Entitled Party of all costs and expenses incidental thereto and after expiry of any statutory period for the filing of construction liens, and after receiving such certificates and evidence as the Insurance Trustee shall reasonably require for the purposes of being satisfied that such repair, restoration, reconstruction or replacement has been completed; or
 - (ii) if requested by the Entitled Party, pay to the Entitled Party such proceeds in instalments from time to time, each instalment for an amount not exceeding the costs already incurred for such repair, restoration, reconstruction or replacement, against such certificates of the architect in charge of such repair, restoration, reconstruction, or replacement, having first received evidence satisfactory to the Insurance Trustee that the Building is not subject to any construction liens arising out of such work and that the Entitled Party has borne or can and will bear all costs incurred or to be incurred which are in excess of such proceeds; and after receiving such certificates and evidences as the Insurance Trustee shall reasonably require for the purpose of being satisfied that such repair, restoration, reconstruction or replacement has been completed, pay to the Entitled Party the balance of such total proceeds after all statutory periods for the filing of construction liens have expired;

(c) If the Insurance Trustee resigns or is removed in accordance with paragraph 3.1 hereof, pay the Commercial Structure Proceeds, the Residential Structure Proceeds or Auditorium Proceeds, as the case may be, to the Entitled Party, or, if the Insurance Trustee is replaced, then pay the Insurance Proceeds to the new Insurance Trustee.

2.2 Any Insurance Proceeds paid to and held by the Insurance Trustee under this Agreement shall, at any time and from time to time, on the joint written order of the Entitled Party or Entitled Parties, be invested in the bonds, debentures or other evidences of indebtedness of or guaranteed by the Government of Canada, or any province thereof, or any Canadian chartered bank; provided that no such investment shall have a maturity greater than one (1) year from the date of such investment therein. Pending investment of Insurance Proceeds as aforesaid, such Insurance Proceeds shall be deposited by the Insurance Trustee with any Canadian chartered bank against demand deposit certificates. The Insurance Trustee shall, at any time and from time to time, on the joint written request of the Entitled Party, or Entitled Parties, demand payment of the monies evidenced by any such certificates or sell such investments, if such request is accompanied by an order for re-investment as aforesaid, or for payment of such proceeds in accordance with the provisions of paragraph 4 hereof. Any interest or other distribution from time to time received by the Insurance Trustee upon or in respect of such monies and investments or any amount realized on the sale of such investments in excess of the purchase price thereof, plus costs of sale, shall be dealt with in the same manner as such proceeds.

2.3 The Insurance Trustee, upon receipt by it of Insurance Proceeds agrees to give notice of such receipt to the Leasehold Mortgagee, and further agrees to transmit to the Parties, and the Leasehold Mortgagee, copies of all certificates and evidences required by it in performance of its functions and duties with respect to Insurance Proceeds under this Agreement.

2.4 This Agreement shall remain in effect until all parties hereto consent to termination, and for so long thereafter as the Insurance Trustee holds Insurance Proceeds hereunder.

2.5 The Insurance Trustee hereby accepts the trusts declared herein, and agrees to perform the same upon the terms and conditions herein set out.

2.6 No duty with respect to effecting or maintaining any insurance or notifying anyone of the failure to insure shall rest upon the Insurance Trustee and the Insurance Trustee shall not become responsible for any loss by reason of want or insufficiency of insurance, or by reason of the failure of any of the companies or other insurers in which the insurance is carried to pay the full amount of any loss against which they may have insured. The Parties agree to reimburse the Insurance Trustee for its reasonable fees in carrying out, and all expenses incurred by it, in connection with its duties under this Agreement with respect to the Insurance Proceeds, and the fee initially charged upon acceptance of the trusts set out in this Agreement in the respective proportions as set out in Schedule "E" of the Reciprocal Agreement. An Entitled Party shall indemnify the Insurance Trustee and save it harmless against any and all liabilities, costs and expenses, including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, with respect to that party's share or entitlement to any Insurance Proceeds, except as a result of the Trustee's negligence or bad faith.

ARTICLE III
MISCELLANEOUS

3.1 The Insurance Trustee may resign its trusts after giving three (3) months' notice in writing to the other Parties hereto, and shall resign in the event that a material conflict of interest arises in its role as a fiduciary under this Agreement and is not eliminated within three (3) months after ascertaining that it has such a material conflict of interest, and in either case, the Insurance Trustee shall be discharged from all further duties and liabilities except as provided in paragraph 2.1 (a) hereof. Any Entitled Party (or the Leasehold Mortgagee, in the name of the Tenant) may remove the

Insurance Trustee from its duties hereunder upon three (3) months' notice in writing to the Insurance Trustee and to the other Parties hereto. Any Entitled Party (or the Leasehold Mortgagee, in the name of the Tenant) may also discharge the Insurance Trustee forthwith for cause and shall forthwith thereafter give notice thereof to each of the other of them. Upon resignation of the Insurance Trustee, or upon removal of the Insurance Trustee, the Entitled Parties (or any Leasehold Mortgagee, being entitled to act in the name of the Tenant) shall designate a successor Insurance Trustee pursuant to the Reciprocal Agreement.

3.2 All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing:

- (a) In the case of the Insurance Trustee, may be served upon it by sending them by registered mail to the Insurance Trustee addressed to:

or to such other address as the Insurance Trustee may from time to time designate in writing to the other Parties hereto or may be served by delivering it personally to any officer or the Insurance Trustee at that address;

- (b) In the case of the Tenant, may be served upon the Tenant by sending them by registered mail to the Tenant addressed to:

Olympia & York Developments Limited
First Canadian Place, P.O. Box 20
Suite 3200
Toronto, Ontario M5X 1B5
Attention: President

or to such other address as the Tenant may from time to time designate in writing to the other parties hereto or may be served by delivering it personally to any officer of the Tenant at that address;

- (c) In the case of the Landlord, may be served upon the Landlord by sending them by registered mail to the Landlord addressed to:

Harbourfront Corporation
417 Queen's Quay West, Suite 500
Toronto, Ontario M5V 1A2

or to such other address as the Landlord may from time to time designate in writing to the other parties hereto or may be served by delivering it personally to any officer of the Landlord at that address;

- (d) In the case of the Leasehold Mortgagee may be served upon the Leasehold Mortgagee by sending them by registered mail to the Leasehold Mortgagee addressed to:

Citibank Canada
123 Front Street West, Suite 1900
Toronto, Ontario M5J 2M3

or to such other address as the Leasehold Mortgagee may from time to time designate in writing to the other parties hereto or may be served by delivering it personally to any officer of the Leasehold Mortgagee at that address;

- (e) In the case of the Condominium Corporation may be served upon the Condominium Corporation by sending them by registered mail

to the Condominium Corporation addressed to:

Metropolitan Toronto Condominium Corporation No. 690
211 Queen's Quay West
Toronto, Ontario M5J 1A7
Attention: Property Manager

or to such other address as the Condominium Corporation may from time to time designate in writing to the other parties hereto or may be served by delivering it personally to any officer of the Condominium Corporation at that address; and

- (f) In the case of the Auditorium Owner may be served upon the Auditorium Owner by sending them by registered mail to the Auditorium Owner addressed to:

Harbourfront Corporation
417 Queen's Quay West, Suite 500
Toronto, Ontario M5V 1A2

or to such other address as the Auditorium Owner may from time to time designate in writing to the other parties hereto or may be served by delivering it personally to any officer of the Auditorium Owner at that address.

Any notice sent by registered mail shall be deemed to have been given and received by the party to whom it is addressed on the fifth business day following the day of mailing.

- 3.3 (a) In the event of any dispute among the Parties hereto or any of them as to what portion of Insurance Proceeds constitutes Commercial Structure Proceeds, Residential Structure Proceeds or Auditorium Proceeds, such dispute shall be determined pursuant to the provisions of Article XI of the Reciprocal Agreement, the Parties hereto having the rights and obligations under such Article XI in their respective capacities as Building Owners, as defined in the Reciprocal Agreement.
- (b) The Tenant shall be entitled to give notice to the other Entitled Parties whereby it appoints the Leasehold Mortgagee to exercise the rights and powers, and to give and receive all notices and communications provided for and contemplated by the preceding subparagraph (a) of this paragraph 3.3; and upon the Leasehold Mortgagee thereafter giving notice to the Entitled Parties other than the Tenant confirming and accepting such appointment, the Leasehold Mortgagee shall be entitled to act in the place and stead of the Tenant with respect to all the matters dealt with in the said subparagraph (a).

3.4 The Parties hereto agree that this agreement shall be deemed to be and constitute the Insurance Trust Agreement as identified and referred to in the Lease and the Reciprocal Agreement.

3.5 This agreement and the rights and obligations set out herein shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their proper signing officers duly authorized in that regard.

(INSURANCE TRUSTEE)

per: _____

OLYMPIA & YORK DEVELOPMENTS LIMITED

per: _____

HARBOURFRONT CORPORATION

per: _____

per: _____

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 690

per: _____

per: _____

CITIBANK CANADA

per: _____

per: _____

This is page eight (8) of the Insurance Trust Agreement among _____, OLYMPIA & YORK DEVELOPMENTS LIMITED, HARBOURFRONT CORPORATION, METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 690 and CITIBANK CANADA.

SCHEDULE "A" to the Insurance Trust Agreement

AUDITORIUM LANDS - LEGAL DESCRIPTION

In the City of Toronto, in the Municipality of Metropolitan Toronto and Province of Ontario, being composed of Part of Block 12 according to Plan 616E registered in the Land Registry Office for the Registry Division of Toronto (No. 63) designated as PARTS 19, 40 and 111 as shown on a Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66), at Toronto as Plan 66R-14222.

Subject to Her Majesty The Queen In Right of Canada, her heirs and successors, the free use, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter found on or under or flowing through or upon any part of the said lands as set out in A-981846 and A-981847.

being part of Parcel 12-1 Freehold, Section A-616E

SCHEDULE "B" to the Insurance Trust Agreement

COMMERCIAL LANDS - LEGAL DESCRIPTION

In the City of Toronto, in the Municipality of Metropolitan Toronto, consisting of Parts of Block 12 according to Plan 616E registered in the Land Registry Office for the Registry Division of Toronto and being the whole of Parcels 12-1 Freehold and Leasehold, in the Register for Section A-616E, in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66).

SCHEDULE "C" to the Insurance Trust Agreement

RECIPROCAL AGREEMENT

Copy of the Reciprocal Agreement not included

SCHEDULE "D" to the Insurance Trust Agreement

RESIDENTIAL LANDS - LEGAL DESCRIPTION

In the City of Toronto, in the Municipality of Metropolitan Toronto, and being composed of:

All of the units and common elements comprising the property included in Metropolitan Toronto Condominium Plan No. 690, and being the Common Elements and General Index and Property Parcel Index for Metropolitan Toronto Condominium Plan No. 690, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66).

SCHEDULE "D" to the Reciprocal Agreement

RESIDENTIAL LANDS - LEGAL DESCRIPTION

In the City of Toronto, in the Municipality of Metropolitan Toronto, and being composed of:

All of the units and common elements comprising the property included in Metropolitan Toronto Condominium Plan No. 690, and being the Common Elements and General Index and Property Parcel Index for Metropolitan Toronto Condominium Plan No. 690, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66).

SHARED SERVICE FACILITIES

PART I - SHARED OPERATING EQUIPMENT

EQUIPMENT DESCRIPTION & LOCATION

UNSCHEDULED REPAIRS:
Proportion of Responsibility
for Unscheduled Maintenance,
Operation, Repairs & Replace-
ments (expressed in percent-
ages)

PERFORMED
BY

Tenant (or Auditor- Condo-
Commercial ium
Owner) Owner minium
("T") ("A.O.") Corpora-
tion
("C.C.")

1) Domestic Cold Water Pressure Booster P-53 & P-54	Located in the "Chiller" Equipment Room. Pumps provide water to all floors 4-12 inclusive except 3rd floor south.	95	0	5	T
2) Fire Pump Group					
a) Excess Pressure Pump	Located in the "Chiller" Equipment Room. Intermittent operation to maintain water pressure in fire protection system.	71	4	25	T
b) Fire Pump - Fire Hose Cabinets P-50	Used only during a fire emergency.	71	4	25	T
c) Sprinkler System Pump P-51	Maintains sprinkler system pressure when any or some sprinkler heads are activated.	71	4	25	T
Control Air Compressors	Located in the "Chiller" Equipment Room. Provides control air to all mechanical equipment except in the Units.	83	4	13	T
a) Diesel Generator	Located in the Clock Tower and provides emergency power to the building.	73	13	14	T
b) Diesel Generator Oil Pumps Nos. 1 & 2	Located in the "Chiller" Room and provides oil to the generator.	73	13	14	T
c) Transfer Switches 1, 2 & 3	Located in the "Chiller" Room, on the 7th floor, and the 9th floor elevator room. Transfer electrical power from hydro to generator power for emergency equipment.	73	13	14	T

EQUIPMENT DESCRIPTION & LOCATION	UNSCHEDULED REPAIRS: Proportion of Responsibility for Unscheduled Maintenance, Operation, Repairs & Replace- ments (expressed in percent- ages)			PERFORMED BY	
	Tenant (or Commercial Owner) ("T")	Auditor- ium Owner ("A.O.")	Condo- minium Corpora- tion ("C.C.")		
5) Heating Circulating Pumps P-10, P-11	Located in the 12th floor Boiler Room. Provides heating hot water for the Commercial Structure and the unit heaters in the Residential Parking Facilities.	98	0	2	T
6) 13 Unit Heaters in the Residential Parking Facilities	Located in the 3rd floor. Provides heating from hot water provided by Commercial Structure.	0	2	98	C.C.
8) Sump Pumps P-34, P-35 & P-36	Located in the Loading Dock. It receives water from Loading Dock floor drains and elevator SE-9 pit.	85	10	5	T
12) Elevator SE-9	Located in the Loading Dock and services all floors 1-12 inclusive.	85	10	5	T
15) Supply Fans SE-19 & 20 and Exhaust Fans EF-19 & 20	Located in the Transformer Room, 3rd floor north. Provides cooling air from outside.	80	5	15	T
16) Supply Fans SF-16, 17 & 18	Located in the Transformer Room, 3rd floor north. These fans are equipped with cooling coils and provide cooling to the Transformer Room.	80	5	15	T
17) Supply Fan SF-21	Located in the Ramps forming part of the Resi- dential Parking Facilities. Has chilled water coil and provides cooling air to the machine room service elevator #9.	85	10	5	T

EQUIPMENT DESCRIPTION & LOCATION

UNSCHEDULED REPAIRS:

Proportion of Responsibility for Unscheduled Maintenance, Operation, Repairs & Replacements (expressed in percentages)

PERFORMED BY

Tenant (or Commercial Owner) ("T") Auditor-ium Owner ("A.O.") Condo-minium Corpora-tion ("C.C.")

EQUIPMENT DESCRIPTION & LOCATION	UNSCHEDULED REPAIRS: Proportion of Responsibility for Unscheduled Maintenance, Operation, Repairs & Replacements (expressed in percentages)	Tenant (or Commercial Owner) ("T")	Auditor-ium Owner ("A.O.")	Condo-minium Corpora-tion ("C.C.")	PERFORMED BY
19) Supply Fan SF-23 & Exhaust Fans EF-22, EF-23, EF-24, & EF-25 Located in the Shipping & Receiving Area, equipped with a heating coil served by Commercial Structure.	85	10	5	T	
20) Exhaust Fan SF-26 Located on the 3rd floor west side and provides ventilation for the Com-pactor Room.	85	10	5	T	
21) Fire Alarm system control/annunciator Located on the ground floor. This panel provides annunciator location of all fire alarms in the entire Building. It actuates all alarms and supervises all circuits.	70	2	28	T	
22) Lake water and heat transfer system Located in the "Chiller" Equipment Room.					
a) Heat transfer compressor (Chillers) These units provide heating and chilled water to floors 1 through 8 inclusive.	98	1.5	0.5	T	
b) Pumps P-1 & P-2 These pumps in conjunction with Pumps P-71, P-72 & P-73 provide lake water for cooling and heating by the Chillers.	98	1.5	0.5	T	
c) Pump P-3 This pump provides condenser water to the Chillers and is used when the Building is in the heat reclaim mode.	98	1.5	0.5	T	
d) Pumps P-4 & P-5 Distribute chilled water from the Chillers to floors 1 through 8 inclusive. One pump operates as a stand-by for the other.	98	1.5	0.5	T	
23) Pumps P-71, P-72 & 73 Located under the turning circle adjacent to the lake, in a wet well. These submersible pumps operate in series with pumps P-1 & P-2.	98	1.5	0.5	T	

EQUIPMENT DESCRIPTION & LOCATION	UNSCHEDULED REPAIRS: Proportion of Responsibility for Unscheduled Maintenance, Operation, Repairs & Replace- ments (expressed in percent- ages)			PERFORMED BY	
	Tenant (or Commercial Owner) ("T")	Auditor- ium Owner ("A.O.")	Condo- minium Corpora- tion ("C.C.")		
24) Supply Fan SF-2	Located on the 10th floor north end. Provides air to compartment units throughout the Commercial Structure and stairwell pressurization in the event of fire. Stairs 1 to 6 only.	99	0	1	T
25) Transformers (2) Primary to secondary voltage	Located in the Transformer Room on the 3rd floor. These transformers provide power to the entire Building.	80	5	15	T
26) Switchboards secondary distribution	Located on the 3rd floor adjacent to the Transformer Room. This distribution panel provides service to various load centres in the Building.	80	5	15	T

EQUIPMENT DESCRIPTION & LOCATION

MAINTENANCE CONTRACTS

A. All of items 1 to 26, inclusive, in Part I

The costs of maintenance contracts for equipment identified in Part I shall be based upon the cost of the maintenance contract in that year allocated in the same proportion as set out in Part I for each item of equipment to which the maintenance contract relates.

LABOUR AND MATERIAL COSTS

B. All of items 1 to 26, inclusive, in Part I

The costs of labour and material relating to all the equipment identified in Part I, for the Condominium Corporation is \$660.00 for 1985. This amount shall increase or decrease based on the percentage increase or decrease of the wages for operating personnel, utilizing 1985 as the base year.

PART II - SHARED LABOUR AND SERVICE COSTS

ITEMS	DESCRIPTION OF WORK	PROPORTION OF RESPONSIBILITY (expressed in percentages)			PERFORMED BY
		Tenant (or Commercial Owner) ("T")	Auditor- ium Owner ("A.O.")	Condo- minium Corpora- tion ("C.C.")	
1) Shipping & Receiving	Security of Shipping & Receiving, Operation of Loading Dock, and Waste Disposal.	85	10	5	T
2) Insurance	Insurance coverage for:				
	a) All Risks Property	60	5	35	T
	b) Boiler & Machinery	75	4	21	T
	c) Comprehensive General Liability	75	4	21	T
	d) Parking Garage	0	0	100	C.C.
3) Insurance Trustee	Fees of the Insurance Trustee for the Building:				
	a) if Insurance Trustee has <u>not</u> received proceeds following damage	To be shared equally			T
	b) if Insurance Trustee <u>does</u> receive proceeds following damage	Fees are to be borne by each Building Owner in the same proportion as the insurance proceeds allocated to the Structure of such Building Owner bears to the total insurance proceeds received by the Insurance Trustee for all damaged Structures.			T
4) Operating Costs	As hereafter set out in pages E-6, E-7 & E-8	80	20	0	T

The Tenant and the Auditorium Owner covenant and agree that:

1.00 The following additional definitions shall apply to this Schedule "E":

1.01 "Retail Complex" means:

- (a) Those easements located outside and appurtenant to the Building on the Commercial Lands as such easements may exist from time to time; and
- (b) Those parts of the Commercial Structure allocated by the Tenant for retail uses, which in 1985 consist of the first floor, the second floor, and that portion of the third floor at the south end of the Commercial Structure adjacent to the Auditorium, excluding, however:
 - (i) the Auditorium;
 - (ii) the elevator lobby utilized exclusively by the tenants occupying space for office purposes in the Commercial Structure; and
 - (iii) the lobby utilized exclusively by the Residential Owners.

1.02 "Common Areas" means those parts of the Retail Complex which are available from time to time for use by the Auditorium Owner and the tenants occupying space for retail purposes in the Retail Complex, and those properly doing business with them.

1.03 (a) "Operating Costs" means the aggregate of all expenses and costs of every kind determined for each fiscal period, designated by Tenant on an accrual basis, in accordance with generally accepted accounting principles and without duplication, incurred by or on behalf of Tenant with respect to and for the operation, maintenance, repairs, replacements and management of the Common Areas of the Retail Complex and all insurance relating to the Common Areas of the Retail Complex provided that if the Retail Complex is less than 100% completed or occupied during the whole of any fiscal period, Operating Costs shall be adjusted to mean the amount obtained by adding to the actual Operating Costs during such fiscal period such additional costs as would have been incurred if the Retail Complex had been 100% completed and occupied as determined by Tenant acting reasonably. Without in any way limiting the generality of the foregoing, Operating Costs shall include all costs allocated by the Tenant to the Common Areas of the Retail Complex in respect of the following:

- (i) all remuneration including wages and fringe benefits of employees directly employed or engaged in the operation, maintenance, repair, replacement and management;
- (ii) heating, ventilating, air-conditioning and humidity control;
- (iii) cleaning, janitorial services, window cleaning and waste removal;
- (iv) operation, maintenance, repair and replacements in respect of any elevators, escalators and other transportation equipment;
- (v) all utilities supplied to the Common Areas of the Retail Complex including, without limitation, hot and cold water, gas electricity, sewer charges and any other utilities or forms of energy;
- (vi) landscaping and maintenance of outside areas, including snow and ice removal;

- (vii) depreciation of all structures, improvements, furnishings, fixtures, equipment, machinery, facilities, systems and property which is part of or installed in or used in connection with the Common Areas of the Retail Complex which, by their nature, require periodic or substantial repair or replacement, or which are installed or used primarily to reduce the cost or consumption of other items included in Operating Costs (whether or not such costs in respect of the same are in fact reduced), and the amount of all capital costs amortized over Tenant's reasonable estimate of the economic life thereof (but not to exceed fifteen (15) years), and interest on the undepreciated cost of all items in respect of which depreciation or amortization is included herein at one (1%) percent in excess of the prime rate of interest charged by Tenant's bank at Toronto from time to time;
- (viii) machinery, equipment, facilities, systems and property installed in or used in connection with the Common Areas of the Retail Complex if the principal purpose or intent of the same or such use or installation was to reduce the cost or consumption of other items included in Operating Costs, whether or not such other costs are in fact reduced;
- (ix) policing, supervision, security and traffic control;
- (x) maintenance, repairs, and replacements in respect of the Common Areas of the Retail Complex;
- (xi) office expenses including telephone, stationery and supplies;
- (xii) engineering, accounting, legal and other consulting and professional services related to Common Areas of the Retail Complex including the cost of preparing statements respecting Operating Costs;
- (xiii) signs including, without limitation, the cost of all repairs, maintenance and rental charges in respect thereof;
- (xiv) communications, sound, visual, lighting and other systems;
- (xv) realty taxes and business taxes, if any, on the Common Areas of the Retail Complex;
- (xvi) the fair rental value (having regard to rentals prevailing from time to time for similar space) of space occupied by Tenant for management, supervisory or administrative purposes related to the Common Areas of the Retail Complex;
- (b) Operating costs, however, shall be reduced, to the extent actually received by Tenant, by proceeds of insurance and damages paid by third parties in respect of and to the extent of costs included in Operating Costs as set forth above;
- (c) Operating Costs, however, shall exclude the following:
 - (i) expenses incurred by Tenant in respect of leasehold improvements made by the Tenant for other occupants of the Retail Complex;
 - (ii) depreciation and costs of capital improvements determined by the Tenant's auditor to be properly chargeable to capital account except to the extent included in accordance with subparagraph 1.03(a)(vii); and

(iii) repairs or replacements to the extent that the cost of the same is recovered by Tenant pursuant to original construction warranties.

2.00 Operating Costs shall be allocated by the Tenant acting reasonably between the Retail Complex and the office portions of the Building.

3.00 If any other part of Schedule "E" imposes an obligation upon the Auditorium Owner to contribute to any specifically identified expense or cost which is also included within the calculation of Operating Costs, then the amount of the Auditorium Owner's contribution to such specifically identified expenses or costs which have been paid by the Auditorium Owner in accordance with Schedule "E" shall be deducted from the amount of the Auditorium Owner's obligation to contribute to Operating Costs; to the intent that the payment by the Auditorium Owner of such specifically identified expenses or costs shall not be duplicated.

PART III - SHARED NON-OPERATING FACILITY

ITEMS	DESCRIPTION	PROPORTION OF RESPONSIBILITY (expressed in percentages)	PERFORMED BY
1)	<p><u>GENERAL:</u> All spaces, areas or services containing or providing for utilities described in Part IV of this Schedule "E", including without limitation, operating equipment, shafts, ducts, pipes, cables, conduits and underground services.</p>	Maintenance, repair and replacement	<p>PROPORTION OF RESPONSIBILITIES <u>ALLOCATED AS FOLLOWS:</u></p> <p>A) If the work is the result of a special need or desire of one Building Owner, all of the costs associated therewith will be borne by such Building Owner.</p> <p>B) If the work required affects more than one Building Owner, costs are shared in the same proportion as set out in Part IV of this Schedule "E" for the respective Utility affected.</p>
2)	Support Facilities	As defined in paragraph 1(FF)	75
3)	3rd floor - Transformer and Switchboard Room (Excluding Equipment)	Non-scheduled repairs and maintenance of room	80
4)	Equipment Rooms (Excluding Equipment and Systems)	Non-scheduled repairs and maintenance of rooms	<p>Costs are shared in the same proportion as set out in Part I of this Schedule "E" for the respective item of equipment contained therein.</p>
5)	Telephone Equipment Rooms	Non-scheduled repairs and maintenance of rooms	85

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T

ITEMS	DESCRIPTION	PROPORTION OF RESPONSIBILITY (expressed in percentages)			PERFORMED BY
		Tenant (or Commercial Owner)	Auditor- ium Owner	Condo- minium Corpora- tion ("C.C.")	
6)	Stairways Nos. 1-6 inclusive Cleaning, redecorating, fixture maintenance, lamp replacement	Each Building Owner is responsible for that section of the stairway located in its respective Structure.			
7)	Loading Dock Repairs, maintenance, operation and replacements.	85	10	5	T
8)	Water Supply Piping Repairs, maintenance and replacements.	93	2	5	T
9)	Sewage Piping Repairs, maintenance and replacements.	93	2	5	T
10)	Roof Drains (Below roof of 8th floor) Repairs, maintenance and replacements.	75	4	21	T
11)	Gas Fuel Piping Repairs, maintenance and replacements.	Costs to be shared in the same proportion as the meter reading for each Structure bears to the meter readings for the whole Building for the calendar year immediately preceding the year in which the expenditure occurs.			

ITEMS	DESCRIPTION	PROPORTION OF RESPONSIBILITY (expressed in percentages)			PERFORMED BY
		Tenant (or Commercial Owner)	Auditor-ium Owner	Condo-minium Corpora-tion	
12)	Road and sidewalk adjacent to west side of Building (not occurring as a result of the repair, maintenance or replacement of any Shared Service Facilities contained thereunder).	75	4	21	T
13)	Sprinkler/Fire Hose Systems (excluding mechanical equipment described elsewhere in Schedule "E")	75	4	21	T
14)	Condenser Water Piping under building	98	1.5	0.5	T
15)	Residential Parking Facilities	0	2	98	C.C.

PART IV - SHARED UTILITY COSTS

UTILITY	MEASURED BY	CHARGES
1) Electricity	1) Main Meter - Measures power consumed by entire Building	1) Tenant pays the Supply Authority based on total metered consumption.
	2) Condominium Corporation Meters	2) Condominium Corporation reimburses Tenant based on meter readings and hydro charges. Condominium Corporation charges Residential Owners based on meter readings.
	3) Auditorium Meter	3) Auditorium Owner reimburses Tenant based on meter readings and hydro charges.
	4) Miscellaneous costs incurred by Equipment identified in Part I	4) Estimated 1985 costs for non-separately metered common equipment providing services to the Condominium Corporation is \$1,500.00.
	<p>Cost to Condominium Corporation for this item in subsequent years is based on the ratio of subsequent year average KWHR cost, to estimated 1985 average KWHR unit cost of \$.04, multiplied by the above Cost Allocation.</p>	
2) Gas	1) Main Meter - Measured gas consumption of entire Building	1) Tenant pays Supply Authority based on total metered consumption.
	2) Condominium Sub-meters	2) Condominium Corporation reimburses Tenant based on meter readings and at the same rate as charges to Tenant by Supply Authority.
	3) Auditorium BTU Meter	3) Auditorium Owner reimburses Tenant based on BTU meter measurement.

UTILITY

MEASURED BY

CHARGES

3) Water

1) Main Meter - Measures total water consumption in Entire Building.

1) Tenant pays Supply Authority rates based on Main Meter readings less the quantity measured on the Condominium Corporation meter.

2) Condominium Corporation Meter - measures total water consumption in Units and Common Elements of Condominium Corporation.

2) Condominium Corporation pays Supply Authority according to metered measured consumption.

3) Auditorium Owner

3) Consumption based on monthly estimates to be agreed upon between the Auditorium Owner and the Tenant, and consumption is charged based on applicable unit rates for the year.

SCHEDULE "F"

RE: A certain agreement (the "Agreement") dated as of the 6th day of December, 1985 among Harbourfront Corporation, Olympia & York Developments Limited and Metropolitan Toronto Condominium Corporation No. 690.

TO: (Insert names and addresses of person or persons to whom this notice is being sent pursuant to paragraph 3.6 of the Agreement)

Pursuant to the terms of the Agreement, Harbourfront Corporation hereby gives you notice that it will sell to you, and requires you to purchase from it, all the right, title and interest of Harbourfront Corporation in the Building pursuant to and in accordance with the provisions of paragraph 3.6 of the Agreement.

This notice is intended to be and is the "Harbourfront Notice" referred to in paragraph 3.6 of the Agreement.

All capitalized terms referred to in this Harbourfront Notice shall have the meanings ascribed thereto in the Agreement.

DATED at this day of

HARBOURFRONT CORPORATION

per:

per:

ACKNOWLEDGEMENT AND COVENANT

TO: _____, the "Auditorium Owner",
 AND TO: _____, the "Landlord",
 AND TO: _____, the "Tenant"
 RE: Unit _____, Level _____, Metropolitan Toronto Condominium Corporation
 No. 690 (the "Corporation"), being Apartment _____, 211 Queen's Quay
 West, Toronto, Ontario (the "Unit"), and the ("Transfer"/"Charge")
 thereof by _____ (the "Transferor"/"Chargor") to
 _____ (the "Transferee"/"Chargee")

WHEREAS:

1. The Auditorium Owner, the Landlord, the Tenant and the Corporation have entered into the reciprocal agreement made as of the 6th day of December, 1985 and registered in the Land Titles Division of Metropolitan Toronto (No. 66) on the _____ day of _____, 1986 as instrument no. _____ (the "Reciprocal Agreement").
2. The (Transferee/Chargee) has agreed to enter into this acknowledgement and covenant pursuant to paragraph (4.2(b) or 4.2(c)) of the Reciprocal Agreement.

NOW THEREFORE in consideration of the premises and of the sum of ONE (\$1.00) DOLLAR and further and other valuable consideration, the (Transferee/Chargee) hereby covenants and agrees to and with the Auditorium Owner, the Landlord and the Tenant as follows:

1. The (Transferee/Chargee) acknowledges that it has read, and is familiar with all of the terms and provisions of the Reciprocal Agreement, and in particular the provisions of those paragraphs of the Reciprocal Agreement hereinbefore or hereinafter specifically referred to.

(Note 1: In the case of a Transferee insert the following two paragraphs)

2. Forthwith upon and at all times after becoming an owner of a Unit, the Transferee shall comply with and be bound by the provisions of paragraphs 4.2(a), 4.2(b) and 4.2(c), 12.2(b) and 13.5 of the Reciprocal Agreement on the same basis and to the same extent as if the Transferee had been a party to the Reciprocal Agreement in the capacity of a Residential Owner.
3. The Transferee shall not thereafter transfer or charge the Unit unless such subsequent transferee or chargee shall first have executed and delivered the acknowledgement and covenant contemplated in subparagraph 4.2(b) or 4.2(c) of the Reciprocal Agreement, as the case may be.

(Note 2: In the case of a Chargee insert the following two paragraphs)

2. In the event that and only for so long as the Chargee comes into possession and control of the Unit which is subject to its security the Chargee shall comply with and be bound by the provisions of paragraphs 4.2(a) and 4.2(b), 12.2(b) and 13.5 of the Reciprocal Agreement on the same basis and to the same extent as if the Chargee had been a party to this Reciprocal Agreement in the capacity of a Residential Owner.

3. The Chargee shall not thereafter transfer the Unit unless such transferee shall first have executed and delivered the acknowledgement and covenant contemplated in subparagraph 4.2(b) of the Reciprocal Agreement.

4. The acknowledgement and covenant contained herein shall enure to the benefit of the Auditorium Owner, the Landlord and the Tenant and shall be binding upon the (Transferee/Chargee) and their respective heirs, administrators, executors, successors and assigns, as the case may be.

DATED at _____, this _____ day of _____, 19__.

IN WITNESS WHEREOF the (Transferee/Chargee) has executed this acknowledgement and covenant.

(Transferee/Chargee)

(Note 3: In the case of execution by a Transferee the reference to Chargee and the two paragraphs relating to Note 2 must be deleted and the reference to paragraph "4.2(c)" in the second recital must be deleted.

In the case of execution by a Chargee the reference to Transferee and the two paragraphs relating to Note 1 must be deleted and the reference to paragraph "4.2(b)" in the second recital must be deleted.)

Alan J. Frank
Counsel

October 20, 1986

The Canada Trust Company
5th Floor
110 Yonge Street
Toronto, Ontario
M5C 1T4

Harbourfront Corporation
Suite 500
417 Queen's Quay West
Toronto, Ontario
M5V 1A2

Metropolitan Toronto Condominium
Corporation No. 690
211 Queen's Quay West
Toronto, Ontario
M5J 2M6

Citibank Canada
Corporate Real Estate
University Place
Suite 1900
123 Front Street West
Toronto, Ontario
M5J 2M3

Dear Sirs:

Re: Insurance Trust Agreement Made As Of
December 7, 1985, 207 - 211 Queen's
Quay West, Toronto

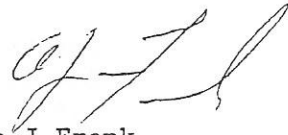
A review of the above mentioned Insurance Trust Agreement has revealed a typographical error in paragraph 2.2 on page 5 thereof. In the fifth last line of this paragraph there is a reference to "paragraph 4"; it was intended that this provision refer to "paragraph 3.1" not to "paragraph 4".

continued . . .

Please accept this letter as an amendment to the Insurance Trust Agreement and indicate your agreement by signing and returning a copy of this letter.

Thank you.

Yours very truly,



Alan J Frank

The undersigned agrees to the foregoing variation.

The Canada Trust Company

_____, 1986

Per: _____

Harbourfront Corporation

_____, 1986

Per: _____

Metropolitan Toronto
Condominium Corporation No. 690

October 21, 1986

Per  _____
Secretary

Citibank Canada

_____, 1986

Per: _____