

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">477475</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">CERTIFICATE OF RECEIPT OTTAWA-CARLETON NO.4 AT OTTAWA</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">286 OCT 16 PM 4 23</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">DANIEL MCKAY ASSISTANT DEPUTY LAND REGISTRAR</p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 8 pages	
	(3) Property Identifier(s)	Block	Property	Additional See Schedule <input type="checkbox"/>
	(4) Nature of Document: Application to register notice of an unregistered estate, right, interest or equity under Section 74 of The Land Titles Act			
	(5) Consideration: Two Dollars \$ 2.00			
	(6) Description: Parcel 15-1, Section Gloucester-1 (Ottawa Front), being Part of Lot 15, Concession 1 (Ottawa Front) designated as Parts 1 and 2 on Plan 4R-5402, City of Gloucester, in the Regional Municipality of Ottawa-Carleton.			
	New Property Identifiers	Additional: See Schedule <input type="checkbox"/>		
Executions	Additional: See Schedule <input type="checkbox"/>			
(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 checked="" type="checkbox"/>	

(8) This Document provides as follows:

The Consumers' Gas Company Ltd. having an unregistered estate, right, title and interest or equity in the above lands of which Richard Llewellyn Wilson, In Trust is the registered owner apply under Section 74 of the Land Titles Act for the entry of a Notice of an Agreement dated the 17th day of July, 1986, made between Richard Llewellyn Wilson, In Trust and The Consumers' Gas Company Ltd.

The evidence in support of this Application consists of:

1. An executed copy of the Agreement
2. ~~Affidavit of the Applicant.~~

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s) THE CONSUMERS' GAS COMPANY LTD. (applicant) by its solicitor, Hugh Connelly		Y M D 1986 10 1

(11) Address for Service: P. O. Box 650, Scarborough, Ontario, M1K 5E3

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s) CANOTEK DEVELOPMENTS CORPORATION (owner) MORGUARD TRUST COMPANY (Mortgagee) SEE ATTACHED SCHEDULE	 <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 5px;"> APPROVED For Execution INITIALS </div>	Y M D 1986 09 1 1986 10 1 1986 10 1
	Richard L. Wilson, President MARTIN WEILAND, Mgr. of mortgage LORRAINE SATC Asst. Mgr. of Mortgage	

(13) Address for Service: 111 Sussex Drive, Ottawa, Ontario.

(14) Municipal Address of Property: not assigned	(15) Document Prepared by: HUGH CONNELLY Barrister & Solicitor 959 Richmond Road Ottawa, Ontario K2B 6R1 639-4620 485-44	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee					
Fees and Tax										
Registration Fee										

Additional Property Identifier(s) and/or Other Information

BOX (12) CONT'D

ROSS, Mary (Mortgagee - as to a 3 percent interest)

Mary G. Ross 1986

PHOMIN, Anita (Mortgagee - as to a 74 percent interest)

A. Phomin 1986

GASKIN, Dervis (Mortgagee - as to a 17 percent interest)

D. Gaskin 1986

REID, Alex and

GAR 1986

SMITH, Brian (Mortgagees - as to a 6 percent interest jointly)

B. Smith 1986

A G R E E M E N T

THIS AGREEMENT made, in quadruplicate, this 17th day of July, 1986.

AMONG: CANOTEK DEVELOPMENTS CORPORATION

(hereinafter called the "Developer")
OF THE FIRST PART

AND THE CONSUMERS' GAS COMPANY LTD., a Corporation incorporated under the laws of the Province of Ontario,

(hereinafter called the "Company")
OF THE SECOND PART

AND MORGUARD TRUST COMPANY

(hereinafter called the "Mortgagee")
OF THE THIRD PART

AND MARY ROSS, ANITA PHOMIN, DERVIS GASKIN, ALEX REID and BRIAN SMITH

(hereinafter called the "Mortgagee")
OF THE FOURTH PART

WHEREAS the Company has constructed gas lines to and on the property more particularly described in Schedule "A" hereto;

AND WHEREAS for the purpose of operating, repairing and maintaining the said lines the Company has requested the right to enter upon the said property;

AND WHEREAS it has been deemed expedient to give to the Company the right to enter upon the said property for the purposes hereafter described;

AND WHEREAS the Developer is now the owner of all the said property;

AND WHEREAS Morguard Trust Company, Mary Ross, Anita Phomin, Dervis Gaskin, Alex Reid and Brian Smith are now the Mortgagees of the said property.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein, the parties hereto agree as follows:

(1) The Company shall have a free, uninterrupted and unobstructed right and licence in perpetuity to enter upon the said property of the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering/reconstructing, operating and maintaining gas lines in, on and under the said property, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment which the Company may deem necessary or convenient thereto for the purpose of the furnishing of natural and/or manufactured gas to the said property and to any buildings or other sources of outlet from time-to-time existing upon the said property, together with the right and licence of free uninterrupted and unobstructed access to the said property, buildings and sources of outlet for the Company, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right and licence hereby given but subject likewise to the provisions of this Agreement. It is understood and agreed by the parties that the right and licence of free and uninterrupted access to the interior of the buildings shall be exercised by the Company only in event of an emergency.

(2) The Company will at its expense, as soon as reasonably possible, after the construction by the Company of a gas line or other exercise of its rights hereunder, remove all surplus soil and debris from the said property and restore them to their former state so far as is reasonably practicable.

(3) The Developer agrees that before the commencement of any such work which may affect the said lines on the said property, they will advise the Company of their intent so to do. The Company agrees that it will attend upon the said property and advise the Developer, their agents or servants as the case may be, of the location of the said lines so that the work of the Developer can be carried out without injury to the said lines.

(4) The Developer covenants and agrees that it shall be responsible to the Company for any damage to the Company's works caused by the Developer, its servants, agents, workmen or employees.

(5) The Developer and Mortgagee covenant and agree with the Company, that should either of them require the Company to relocate its works constructed pursuant hereto or any part thereof, the party or parties so requiring such relocation shall give the Company reasonable notice in writing thereof and shall bear the entire cost of such relocation.

(6) Notwithstanding any rule of law or equity any gas line constructed by the Company hereunder together with all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Company, even though the same may have been annexed or affixed to the said property. Save and except as the same may be located in any building in which event this shall be the property of the owner from time-to-time of the building in which the same is located, unless otherwise agreed.

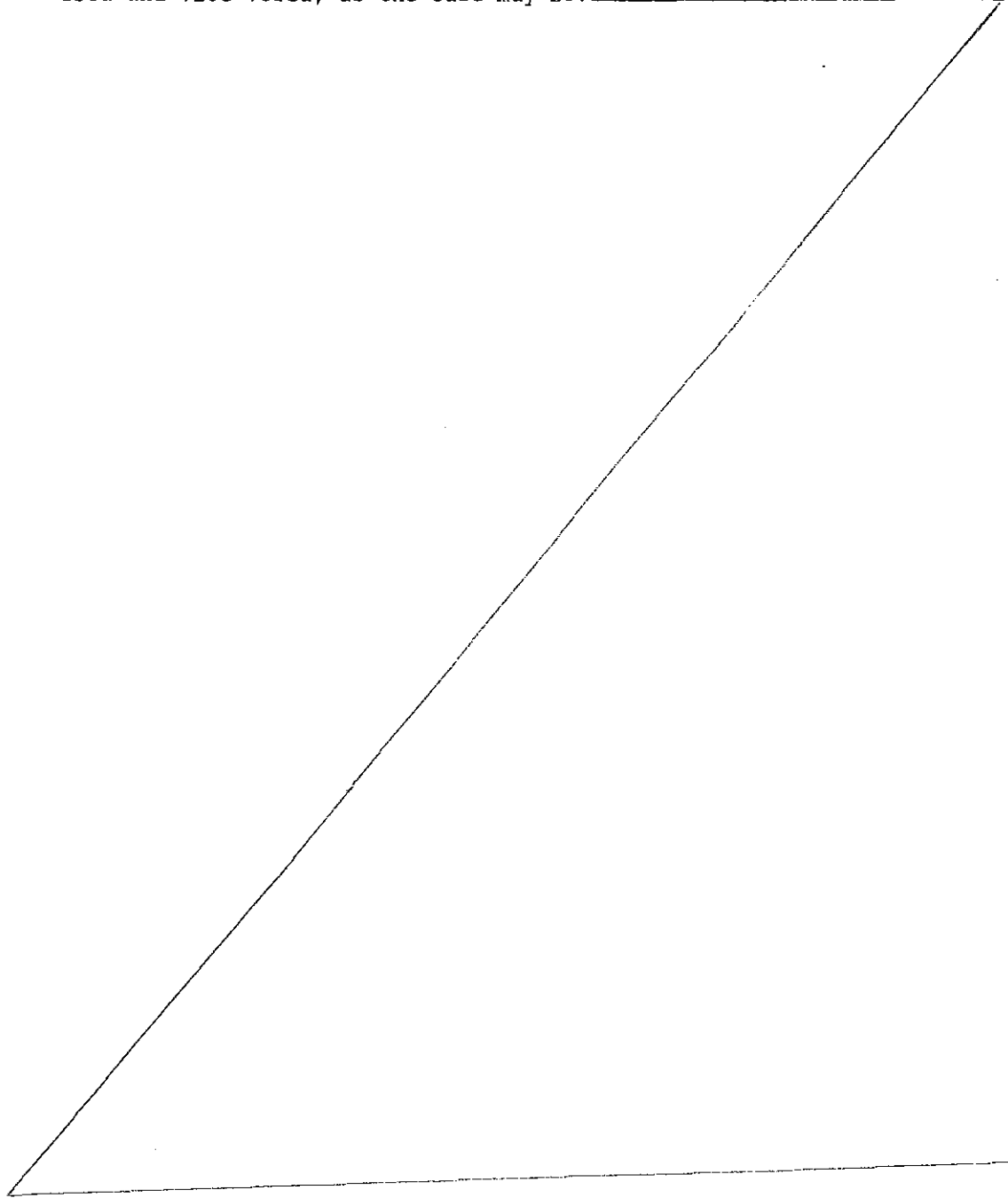
(7) The Company shall have the absolute right to assign or transfer its right hereunder in whole or in part and shall not be obligated to give any other party hereto notice of the same.

(8) The Mortgagee, in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by the Company to the Mortgagee, the receipt whereof is hereby acknowledged, joins herein for the purpose of consenting to this Agreement and to the registration of notice of same in the appropriate Land Titles Office.

(9) The Company will, at all times, wholly indemnify the Developer from and against all claims, loss, costs damages, injury or expense arising by reason of any damage or injury to any persons or property caused by construction, repair, maintenance or operation by the Company or its agents under or through the Developer's lands, as well as imprudence, neglect or want of skill by the employees or agents of the Company arising out of the

construction, repair, maintenance or operation by the Company of any of its works as aforesaid, unless the cause of such loss, damage, injury or expense can be traced elsewhere.

(10) This Agreement shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto and whenever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine had been used and vice versa, as the case may be.



IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED)
in the presence of)

CANOTEK DEVELOPMENTS CORPORATION

PER: [Signature]
RICHARD LLEWELLYN WILSON, ~~XXXXXX~~
President

THE CONSUMERS' GAS COMPANY LTD.

APPROVED

pc

[Signature]
Vice-President J. I. Cuthill

LAND DEPT.
CONSUMERS' GAS

[Signature]
SECRETARY W.C. Currier

Mary Ross
MARY ROSS

[Signature]
ANITA PHOMIN

[Signature]
DERVIS GASKIN

[Signature]
ALEX REID

[Signature]
BRIAN SMITH

APPROVED
For Execution
[Signature]
INITIALS

MORGUARD TRUST COMPANY

[Signature]
MARTIN WEILAND, mgr. of mortgage admin.

[Signature]
LORRAINE SATO
Asst. Mgr. of Mortgage Admin.

SCHEDULE "A"

to the Agreement dated this 17th day of July, 1986.

BETWEEN:

CANOTEK DEVELOPMENTS CORPORATION

and

THE CONSUMERS' GAS COMPANY LTD.

and

MORGUARD TRUST COMPANY, MARY ROSS, ANITA PHOMIN, DERVIS
GASKIN, ALEX REID AND BRIAN SMITH

Parcel 15-1, Section Gloucester-1 (Ottawa Front), being Part of Lot 15,
Concession 1 (Ottawa Front) designated as Parts 1 and 2 on Plan 4R-5402,
City of Gloucester, in the Regional Municipality of Ottawa-Carleton.

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">1025333</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">CERTIFICATE OF RECEIPT</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">RÉCEPTE</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">OTTAWA-CARLETON (4)</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">"97 02 5 11 01</p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 5 pages</p>										
	<p>(3) Property Identifier(s) FIRSTLY: 15353-0018 (LT) SECONDLY: 15353-0019 (LT)</p>	<p>Block Property</p>	<p>Additional: See Schedule <input type="checkbox"/></p>								
	<p>(4) Nature of Document APPLICATION TO REGISTER NOTICE OF AN UNREGISTERED ESTATE, RIGHT, INTEREST OR EQUITY (SECTION 71)</p>	<p>(5) Consideration TWO----- Dollars \$ 2.00</p>									
	<p>(6) Description FIRSTLY: Unit 18, Level 1, Carleton Condominium Plan No. 353 City of Gloucester Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton (No. 4) SECONDLY: Unit 19, Level 1, Carleton Condominium Plan No. 353 City of Gloucester Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton (No. 4)</p>	<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>									
<p>New Property Identifiers</p> <p>Executions</p>	<p>Additional: See Schedule <input type="checkbox"/></p> <p>Additional: See Schedule <input type="checkbox"/></p>	<p>(8) This Document provides as follows: <i>Carol Levitin and Arthur Levitin</i> Carleton Condominium Corporation No. 353 has an unregistered estate, right, interest or equity in the land described in Box 6 above and hereby applies under Section 71 of the Land Titles Act for the entry of the Notice of Agreement in the Register for the said parcel.</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>									
<p>(9) This Document relates to instrument number(s)</p>											
<p>(10) Party(ies) (Set out Status or Interest)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;">Name(s)</th> <th style="width:30%;">Signature(s)</th> <th style="width:10%;">Date of Signature Y M D</th> </tr> </thead> <tbody> <tr> <td>CARLETON CONDOMINIUM CORPORATION NO. 353</td> <td></td> <td></td> </tr> <tr> <td>by its solicitor, WAYNE CUSACK</td> <td></td> <td>1997 01</td> </tr> </tbody> </table>			Name(s)	Signature(s)	Date of Signature Y M D	CARLETON CONDOMINIUM CORPORATION NO. 353			by its solicitor, WAYNE CUSACK		1997 01
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CARLETON CONDOMINIUM CORPORATION NO. 353											
by its solicitor, WAYNE CUSACK		1997 01									
<p>(11) Address for Service: 5350 Canotek Road, Unit 27, Gloucester, Ontario, K1Y 8Y8</p>											
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LEVITIN, CAROL	<i>Carol Levitin</i>	1997 02 04									
LEVITIN, ARTHUR	<i>Arthur Levitin</i>	1997 02 04									
<p>(13) Address for Service: 481 High Croft Avenue, Ottawa, Ontario, K1Z 5J3</p>											
<p>(14) Municipal Address of Property Multiple</p>	<p>(15) Document Prepared by: Bram S. Potechin Box 72 Charles, Merovitz & Potechin Suite 301 200 Catherine Street Ottawa, Ontario K2P 2K9</p>	<p>Fees and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Registration Fee</td> <td style="width:30%;"></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Registration Fee						Total		
Registration Fee											
Total											

This agreement is made on December 23rd, 1996,

BETWEEN:

CAROL LEVITAN and ARTHUR LEVITAN

Purchasers

- and -

CARLETON CONDOMINIUM CORPORATION # 353

The Condominium Corporation

WHEREAS the Carleton Condominium Corporation # 353 (hereinafter, "CCC 353") is a condominium development incorporated under the laws of the Province of Ontario and is located at and carries on business at 5330 Canotek Road, Gloucester, Ontario;

AND WHEREAS the purchasers wish to purchase condominium units number 18 and 19 on Level 1 of the said condominium development;

AND WHEREAS each of the said units is presently registered in the name of DOMESTAR DEVELOPMENTS CORPORATION (hereinafter, "Domestar");

AND WHEREAS Domestar caused a portion of the dividing wall between the two units to be removed so that they could be used as a single unit;

AND WHEREAS Domestar mortgaged unit 18 to Credit Foncier Co., which mortgage has been assigned to Montreal Trust Company of Canada, and unit 19 to Eaton Trust Company, which mortgage has been assigned to the Laurentian Bank of Canada;

AND WHEREAS Domestar has defaulted on each of the said mortgages and the Laurentian Bank of Canada has now gone into possession of unit 19, and the Montreal Trust Company of Canada has gone into possession of Unit 18 and each of the said mortgagees has agreed to sell the unit which is mortgage to it to the purchasers;

[Illegible signatures and stamps]

AND WHEREAS the purchasers have agreed to buy the said units upon the condition that CCC 353 enters into an agreement with them whereby they will not be required by that condominium corporation to replace the said dividing wall for so long as the two units are used as a single unit;

IN CONSIDERATION FOR THE SUM OF TWO (\$2.00) PAID TO THE CONDOMINIUM CORPORATION BY THE PURCHASERS, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. For so long as units 18 and 19, Level 1, CCC 353 are owned, occupied, maintained and used as a single unit the purchasers shall not be required by the condominium corporation to replace the dividing wall between the two units. The two units shall be deemed to meet this requirement if this agreement has not been terminated pursuant to paragraph 2 of it.
2. This agreement shall be deemed to have terminated upon the happening of any of the following events:
 - (a) title to the two units ceases to be held by the same person or entity;
 - (b) title to the two units is encumbered by one or more mortgages or other charges or encumbrances, where the mortgagees, chargees or encumbrancers do not hold the same interest in each of the two units;
 - (c) a municipal, regional, provincial or other legislative, governing or administrative authority having jurisdiction to do so, requires the said wall to be replaced;
 - (d) each unit is occupied by a separate entity or person; or,
 - (e) the parties, or their respective successors, heirs or assigns, enter into an agreement in writing terminating this agreement.
3. To the extent that it is necessary to give effect to the intention of this agreement, this agreement shall be deemed to extend to the purchasers a license for the exclusive use of the common elements owned by the condominium corporation which existed in the wall

between the two units prior to the removal of that wall, and a further license to remove the said common elements, or to maintain the two units without replacing, restoring or repairing the said common elements, until such time as the purchasers or their successors, heirs or assigns are required to replace the said wall between the two units.


- 4. This agreement pertains only to the interest which the condominium corporation has in the two units. Nothing in this agreement shall be deemed to affect any right which any other entity may have with respect to the said units. In particular, but without limiting the foregoing, nothing in this agreement limits the right of any legislative, governing or administrative body to require compliance with laws, by-laws, regulations, codes and other requirements for the use and occupancy of the said units.
- 5. Nothing in this agreement shall be deemed to be a warranty, guaranty or assurance given to the purchasers by CCC 353 to the effect that:
 - (a) no other person or entity other than CCC 353 will require the purchasers to replace the said wall;
 - (b) the unit is safe, structurally sound or otherwise meets the needs of the purchasers or the requirements of any other person or entity; or,
 - (c) the units comply with applicable building codes and other legislative, regulatory or administrative requirements or provisions applicable to the units.
- 6. Nothing in this agreement, or in the removal of the wall and the operation and maintenance of the two units without the said wall, shall form a basis for the purchasers to claim damages as against CCC 353 or any of its officers or directors.
- 7. If any person or entity requires the purchasers to replace the said wall the purchasers shall do so at their own expense, and shall ensure that:
 - (a) the common elements which existed in the said wall prior to its removal are restored to their original state; and,

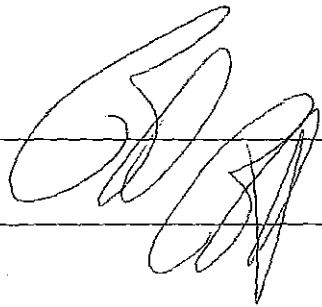
(b) all laws, by-laws, regulations, codes and other requirements existing at that time are complied with in replacing the said wall.


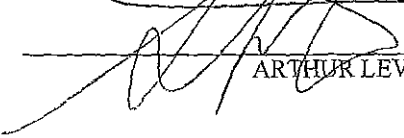
8. The purchasers shall indemnify CCC 353 for any and all expenses which it incurs with respect to replacing or repairing the said wall and the common elements. The purchasers shall also cause this agreement to be registered on title at their own expense.

9. This agreement shall be binding upon and shall enure to the benefit of the parties and their respective heirs, successors and assigns.

DECEMBER 20TH, 1996


CARLETON CONDOMINIUM
CORPORATION # 353
Per: ADRIEN ANDRE
President




CAROL LEVITAN

ARTHUR LEVITAN