

DECLARATION

Made pursuant to The Condominium Act

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, 1980, Chapter 84, as amended, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "Act"), by:

MOTORPLEX INDUSTRIAL MALLS INC.
(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of the lands and premises situate in the City of Oshawa, in the Regional Municipality of Durham and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act (hereinafter called the "description"); and

AND WHEREAS the Declarant has constructed one (1) building upon the lands containing a total of thirty-six (36) units;

AND WHEREAS the Declarant intends that the said lands, together with the said building constructed thereon shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

I INTRODUCTORY

1) Definitions: The following terms used herein have the meanings set out below, unless the context otherwise requires:

- (a) common elements - means all property except the units;
- (b) common interests - means the interest in the common elements appurtenant to a unit;
- (c) owner - means the owner or owners of the freehold estate or estates in a unit and common interest but does not include a mortgagee unless in possession;
- (d) property - means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto and includes any land and interest appurtenant to lands that are added to the common elements;
- (e) unit - means a part or parts of the land included in the description, and designated as a unit by the description and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the Declaration and description are registered;
- (f) the definition of "Unit" for the purposes of the duties to repair and maintain under Section 41 and 42 of the Act and this Declaration shall extend to all improvements made by the Declarant in accordance with its structural plans notwithstanding that some of such improvements may be made after registration of the Declaration;

(g) other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

2) Statement of Intention:

The Declarant intends that the lands and interest appurtenant to the lands described in Schedule "A" be governed by the Act, and any amendments thereto.

3) Consent of Encumbrancers:

The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "D" attached hereto.

4) Boundaries of Units and Monuments:

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

5) Common Interest and Common Expenses:

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "B" attached hereto. The total of the proportions of the common interest shall be one hundred (100%) per cent.

6) Address for Service and Mailing Address:

The Corporation's address for service and mailing address of the Corporation shall be:

c/o 946 Attersley Drive
Oshawa, Ontario
L1K 1V5

or such other address as the Corporation may by resolution of the Board of Directors determine.

II COMMON EXPENSES

1) Specification of Common Expenses:

Common expenses means the expenses of the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

2) Payment of Common Expenses:

Each owner, including the Declarant shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of contributions toward the common expenses may be regulated by the Board pursuant to the by-laws of the Corporation.

3) Reserve Fund:

- (a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repairs and replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation.

III OCCUPATION AND USE OF COMMON ELEMENTS

1) General Use:

- (a) Each owner may make reasonable use of and have the right to make reasonable use of the whole or any part of the common elements, subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (the "by-laws") and the rules. However, no condition shall be permitted to exist and no activity shall be carried on in any unit or in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other unit owners, of the common elements and the other units.
- (b) No owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the approval of the Corporation in accordance with the Act.
- (c) No owner shall have any form of live entertainment in any unit or in any part of the common elements.

2) Restrictive Access:

Without the consent in writing by the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance, storage area, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten (10.0%) percent of the units who shall have right of access for inspection upon forty-eight (48) hours' notice to the corporation or its agent.

3. Additions, Alterations and Improvements:

- (a) The Corporation may by a vote of owners, who own eighty (80.0%) per cent of the units, make any substantial additions, alterations or improvements to, or renovations of the common elements, or make any substantial change in the assets of the Corporation.

- 4
- (b) The Corporation may by a vote of the owners make any other addition, alteration or improvement to, or renovation of the common elements, or may make any other change in the assets of the Corporation.
 - (c) For the purposes of this section, the Board shall decide whether any addition, alteration or improvement to or renovation of the common elements, or any change in the assets of the Corporation is substantial.

IV UNITS

1) Occupation and Use:

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

- (a) Each unit shall be occupied and used only as an industrial unit, as permitted by the relevant zoning by-law of the City of Oshawa and the Official Plans of the City of Oshawa and the Regional Municipality of Durham and for no other purpose, provided however that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by Declarant.
- (b) No unit shall be occupied or used as an adult entertainment lounge, nor shall any unit owner stage live entertainment in any unit or part of the common elements.
- (c) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation the owner of such unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.
- (d) The owner of each unit shall comply and shall require all tenants, visitors, customers, clients, employees, or others doing business with the owner or occupant of the unit to comply with the Act, this Declaration and the by-laws and the rules and regulations passed pursuant thereto.
- (e) No owner shall make any structural change or alteration in or to his unit, without the consent of the Board.

2) Requirements for Leasing:

- (a) Where the owner of a unit leases his unit, the owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the tenant's name and owner's address.

- (b) In addition, no owner shall lease his unit unless he causes the tenant to deliver to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I covenant and agree that I, and those for whom I am in law responsible, including my visitors, customers, clients, employees or others doing business with me from time to time, will, in using the unit leased by me, comply with The Condominium Act, the Declaration and the by-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by The Condominium Act."

- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses, and shall pay the same to the Corporation.
- (d) Any owner leasing his unit shall not be relieved thereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

V MAINTENANCE AND REPAIRS

1) Each owner shall maintain his unit, and subject to the provisions of this Declaration, each owner shall repair his unit after damage, all at his own expense. The Corporation has the obligation to repair units damaged by risks for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the unit owner to so maintain and repair his unit, save and except for any such damages to the common elements for which the costs of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such owner by the Corporation. In such an event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation; and an owner shall reimburse the Corporation in full for the costs of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of fifteen (15%) percent per annum. The Corporation may collect all sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owners, after receipt of a notice from the Corporation thereof.

2) Repairs and Maintenance of Common Elements by the Corporation:

Subject to Section 41 and 42 of the Act, the Corporation shall repair and maintain the common elements.

VI DAMAGE

1) Procedure Where Damage Occurs:

Where the Board has determined that there has been substantial damage to twenty-five (25%) percent of the buildings, notice of such determination shall be given within sixty (60) days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with notice to the owners of a meeting called for the purpose of voting for repair or termination.

2) Plans and Specifications:

A complete set of all the original architectural and structural plans and specifications for the buildings, including plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the Board, shall be maintained in the office of the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage to the building, and for the use of any owner.

VII INSURANCE

1) Insurance Trustee:

The Corporation shall enter into and at all times maintain an insurance trust agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation;
- b) The holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration;
- c) the disbursements of such proceeds in accordance with the provisions of the Insurance Trust Agreement;
- d) the notification by the Insurance Trustee to the mortgagee of any insurance monies received by it.

In the event that the Corporation is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, the Corporation may enter into such agreement with such other Corporation authorized to act as a Trustee, as the owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

2) In the event that:

- (a) the Corporation is obligated to repair any unit insured under paragraph (1) subclause (b) of Clause VIII hereof, in accordance with the provisions of Section 41(6) or Section 42(2) of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligations of the Corporation to make such repairs.
- (b) there is no obligation by the Corporation to repair any unit in accordance with the provisions of Section 42(2) of the Act and there is termination in accordance with the provisions of Section 43 of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation.
- (c) the Board, in accordance with the provisions of Section 42(1) of the Act, determines that there has not been substantial damage to twenty-five (25%) percent of the buildings, the Insurance Trustee shall hold all proceeds for the Corporation and owners whose units have been damaged and shall disburse such proceeds for the benefit of the Corporation and the owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of Clause VI of this Declaration, and Section 41(6) of the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this subclause 2 of Clause VIII hereof, shall be subject to payment in favour of all registered mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such unit.

VIII INSURANCE

1) By the Corporation:

The Corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:

- a) Insurance against major perils and against such other perils as the Board may from time to time deem advisable, insuring:
 - (i) the property, excluding the units;
 - (ii) personal property owned by the Corporation but not including furnishings, furniture or other personal property supplied or installed by the owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.

- b) Insurance against major perils and against such other perils as the Board may from time to time deem advisable, insuring the units, but excluding any improvements and betterments made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Such policy or policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagees endorsements, which shall be subject to the provisions of this Declaration and the Insurance Trust Agreement; and shall contain the following provisions:

- i) that loss shall be payable to the Insurance Trustee;
 - ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, or guests of any owner or occupant of a unit, except for arson and fraud;
 - iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice to all parties whose interest appears thereon, and to the Insurance Trustee;
 - iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct of any act or omission or breach of a statutory condition of any insured;
 - v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;
 - vi) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property by the Act is terminated.
- (c) Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements, insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the Board, and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, or guests or any owner or occupant of a unit.
- (d) Insurance against the Corporation's liability arising from the ownership, use or occupation by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

2) General Provisions:

- a) Prior to obtaining any policy or policies of insurance under subclause (1) of this Clause VIII or any renewal or renewals thereof, or at such other time as the Board may deem advisable the Board shall obtain an independent appraisal with respect to the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to subclause (1) of this Clause 1 and the cost of such appraisal shall be a common expense.
- b) The Corporation, its Board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claim with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his unit.
- c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance policy or policies applied on account of the mortgage where such application would prevent application of the proceeds of any insurance policy or policies in satisfaction of an obligation to repair. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired.
- d) A Certificate of memorandum of all insurance policies, and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration and the Act.

3) Indemnity Insurance:

The Corporation shall obtain and maintain insurance for the benefit of directors or officers of the Corporation in order to indemnify them against any liability, cost, charge, or expense ("liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred by them as a result of a contravention of Section 24(1) of the Act.

4) By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- a) Insurance on any addition, improvements or betterments made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other owners, except for vehicle impact, arson and fraud.
- b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

IX INDEMNIFICATION

Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or an member thereof, and visitors, customers, clients, employees and others doing business with the owner or occupant of a unit with respect to the common elements and/or all other units, except for any loss, costs, damage, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against, by the Corporation.

All payments pursuant to this Clause are deemed to be additional contributions toward the common expenses and recoverable as such.

X DIRECTORS' MEETINGS

(1) First Meeting: As soon as practicable, and no later than three (3) months after the registration of this Declaration, the members may, on ten (10) days notice, hold their first meeting for the purpose of electing directors. The Board so elected may hold its first meeting, provided a quorum of the directors is present.

(2) First Meeting After Declarant Ceases to Own Majority of Units: The Board elected at a time when the Declarant owns a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board of directors and such meeting shall be held within twenty-one (21) days after the calling of the meeting.

XI GENERAL MATTERS AND ADMINISTRATION

1) Rights of Entry:

- (a) The Corporation, or any insurer of the property or any part thereof their respective agents, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purpose of making inspections, adjusting losses, making repairs, correcting any conditions which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.
- (b) In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his unit, the corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration or the by-laws.

(2) Units Subject to The Act, Declaration, By-laws and Rules and Regulations:

All present and future owners, tenants, their visitors, customers, clients, employees or others doing business invitees or licencees, shall be subject to and shall comply with the provisions of this Declaration, the by-laws and any other rules and regulations of the Corporation.

The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, the by-laws and any other rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease of occupancy agreement.

3) Invalidity:

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

4) Waiver:

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

5) Notice:

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each owner at his respective unit or at such other address as is given by the owner to the Corporation for the purposes of notice, and to each mortgagee who has notified his interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

6) Construction of Declaration:

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

7) Headings:

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

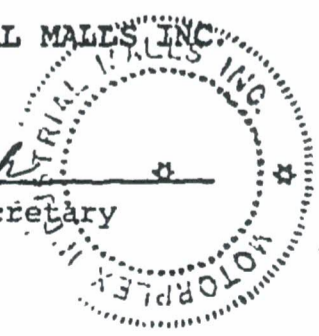
DATED at Oshawa, Ontario, this 29th day January, 1992.

IN WITNESS WHEREOF the Declarant has executed these presents under the hands of its proper officers duly authorized in that behalf.

MOTORPLEX INDUSTRIAL MALES INC.
PER:

Louis Kovitch

LOUIS KOVITCH - Secretary



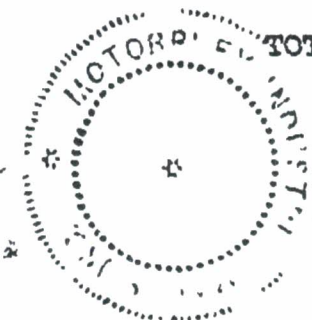
SCHEDULE "B" TO THE
DECLARATION OF
MOTORPLEX INDUSTRIAL MALLS INC.

Unit proportion of common interest and contribution to common expenses.

<u>Unit</u>	<u>Level</u>	<u>Proportion</u>
1	1	3.2264
2	1	3.3227
3	1	3.3227
4	1	3.2264
5	1	2.8621
6	1	2.9249
7	1	2.3533
8	1	2.8621
9	1	3.2599
10	1	4.0367
11	1	4.0618
12	1	2.4203
13	1	2.6402
14	1	2.6402
15	1	2.6402
16	1	2.6402
17	1	2.6402
18	1	2.6402
19	1	2.6402
20	1	2.5187
21	1	2.5187
22	1	2.6402
23	1	2.6402
24	1	2.6402
25	1	2.6402
26	1	2.6402
27	1	2.6402
28	1	2.5187
29	1	2.9479
30	1	2.5187
31	1	2.6402
32	1	2.6402
33	1	2.6402
34	1	2.6402
35	1	2.5187
36	1	1.6959

TOTAL

100.0000



MOTORPLEX INDUSTRIAL MALLS INC.

Per: Louis Kovitch
LOUIS KOVITCH - Secretary

SCHEDULE "C" TO THE DECLARATION
OF
MOTORPLEX INDUSTRIAL MALLS INC.

UNIT DESCRIPTION
BOUNDARIES OF UNITS

Monuments controlling the extent of units described and numbered in Part 1, Sheet 1 of the description are the physical surfaces more fully described as follows:

Vertically

1. upper surface of concrete floor slab;
2. lower face and plane of steel joists;

Horizontally

1. unit side face of concrete block wall;
2. the centreline of the 0.15m metal stud partition wall;
3. vertical plane controlled by the distances, centreline of support columns, angle as shown on plan and grid lines in concrete floor slab;
4. the centreline of the 0.15m concrete block partition wall;

Each unit boundary is more particularly described and numbered in Part 1, Sheet 1, of the description.

In the vicinity of windows, window frames, exterior doors and exterior door frames, the unit boundaries shall be the interior surface of such window frames, doors and door frames and the interior surface of all glass panels therein.

Notwithstanding the foregoing, the unit shall not include:

1. Water or hydro meters and such pipes, wires, cables, conduits, ducts, flues, or public utility lines used for power, cable T.V., water, drainage or other services which are within or mounted upon any walls or floors.
2. All doors and windows leading out of the unit.
3. Any load bearing column or structural members contained with the unit.

But the unit shall include:

The fixtures, outlets, and any other facilities with respect to such service facilities which are within the boundaries of the unit and which service the unit only.



ONTARIO LAND SURVEYOR

JAN 31, 1992

DATE

SCHEDULE "D" TO THE DECLARATION
OF
MOTORPLEX INDUSTRIAL MALLS INC.

CONSENT OF ENCUMBRANCERS
under Clause 3(1)(b) of The Condominium Act

The undersigned, having a registered charge (or mortgage) within the meaning of Clause 3(1)(b) of the Condominium Act, registered as Number LT448533 in the Land Registry Office for the Land Titles Division of Durham hereby consent to the registration of this Declaration pursuant to the Condominium Act against the land or interests appurtenant to the land described in the Description.

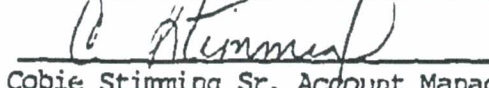
DATED at Oshawa, Ontario, this 30th day of January, 1990.

The name of The Royal Bank of Canada was changed to Royal Bank of Canada as set out in Order-in-Council P.C. 1990-2221, a copy of which is attached to Instrument registered as No. LT 5254 on the 2nd day of November 1990, in the Land Registry Office for the Land Titles Division of Durham (No. 40).

ROYAL BANK OF CANADA
PER:



Robert W. Lawrence Sr. Account Manager



Cobie Stimming Sr. Account Manager

We have authority to bind the Bank.

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SCHEDULE "E" TO THE
DECLARATION OF
MOTORPLEX INDUSTRIAL MALLS INC.

COMMON EXPENSES

Common Expenses shall include the following:

(a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act or by the within Declaration or performed pursuant to any registered by-law of the Corporation, including, without limiting the generality of the foregoing, the cost of borrowing money to carry out the objects and duties of the Corporation and the repayment including principal and interest of debts incurred for the objects and duties of the Corporation, provided that the borrowing of such money shall have been duly authorized under the terms of the by-laws of the Corporation and the provisions of the Act.

(b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.

(c) All sums of money payable for utilities and services serving the units or common elements and maintenance, repair and replacement of the common elements including, without limiting the generality of the foregoing, monies payable on account of:

- maintenance materials, tools and supplies
- maintenance and repair of the parking lot
- repair, replacement and maintenance of asphalt curb, paving, sidewalks and driveways and all other common elements
- insurance premiums
- electricity, unless separately metered for each unit
- water and sewage, unless separately metered for each unit
- waste disposal, unless provided by municipality
- fuel, including gas, oil, electricity and coal, unless separately metered for each unit
- snow removal and landscaping
- outdoor area lighting
- storm and sanitary sewer and water main repair and maintenance
- property maintenance and supervisory staff
- repair, maintenance and replacement of perimeter fencing

(d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements or the costs of borrowing of money for the purposes herein set out.

(e) All sums of money paid or payable by the Corporation, for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.

(f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation including without limiting the generality of the foregoing remuneration payable pursuant to a management contract.

(g) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation.

(h) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.

(i) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual units and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain.

(j) The fees and disbursements of the Insurance Trustee and the cost of maintaining any fidelity bonds provided for in the by-laws.

